



**STATE BOARD OF EDUCATION MEETING**  
**November 2, 2020**

**Office of the State Board of Education**  
**Len B. Jordan Building**  
**650 W State Street, 3<sup>rd</sup> Floor**  
**Boise, Idaho**

**Public Participation:** Facebook Live Streaming - <https://www.facebook.com/idsboe/>

**Audio Only:** (877) 820-7829

Public Participant Code: 8461895 (listen only)

**Monday, November 2, 2020, 3:00 p.m. (Mountain Daylight Time)**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**

1. University of Idaho – Public Private Partnership Utility Transaction – Action Item
2. Idaho Public Television – Corporation for Public Broadcasting Funding – Action Item
3. Coronavirus Relief Fund – Grant Program – Action Item

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**

4. Pending Fee Rule – Docket Number 08-0000-2000F – Action Item

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS**

5. Online Idaho – Update – Action Item

The State Board of Education tentatively plans to convene weekly for a virtual Special Board Meeting during the COVID-19 pandemic to receive updates on the status of public education in Idaho and to take action as necessary.

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>UNIVERSITY OF IDAHO</b> Public Private Partnership Utility Transaction	Motion to approve
<b>2</b>	<b>IDAHO PUBLIC TELEVISION</b> Corporation for Public Broadcasting Funding	Motion to approve
<b>3</b>	<b>CORONAVIRUS RELIEF FUND – GRANT PROGRAM</b>	Motion to approve



**UNIVERSITY OF IDAHO**

**SUBJECT**

Public-Private Partnership Transaction for Utility Systems & Infrastructure.

**REFERENCE:**

April 2020

The State Board of Education reviewed the potential Public-Private Partnership as an information item.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3

**BACKGROUND/DISCUSSION**

The University of Idaho (U of I) has completed the RFP process for a proposed public-private partnership (P3) which will accomplish sustainable operation, management and improvement of its utility systems<sup>1</sup> by world-class system operators, while generating significant funds for long term investing in strategic priorities of the institution.

U of I is proposing a Long Term Lease and Concession Agreement (the Concession Agreement), Attachment 4, with the team of Sacyr / Plenary (the Concessionaire) who bid the total sum of \$225,000,000 in up-front concession payment. Attachment 3 describes the Sacyr / Plenary team for this concession. This team presented the top bid of the three preferred bidders; tying with another bidding team in the amount of up-front concession payment, but winning on the basis of the other bid factors considered by the U of I including i) employee transition, ii) operational capabilities, and iii) ability for creative and innovative solutions.

Throughout this process, U of I senior management utilized a group of advisors (the "Advisors") consisting of financial, legal, accounting and P3 transactional experts across the country. There have been thousands of hours spent by the Advisors and U of I management and staff in gathering operating information, analyzing operating and financial data, and meeting with representatives of prospective bidders (both on-site visits and virtual meetings). President Green and his top management held virtual meetings at the highest level of management with each of the bidding teams.

The legal and accounting team prepared the Concession Agreement based on prior successful transactions at The Ohio State University and University of Iowa. We have made improvements to the prior agreements and adjustments to address U of I's needs specific to the transaction.

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<sup>1</sup> The Utility system components in this transaction include electricity, steam and condensate, domestic water, chilled water, sanitary sewer, treated effluent (reclaimed water), compressed air, and stormwater.

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Under the Concession Agreement the Concessionaire's Operator will engage McKinstry Essention, LLC, or an affiliate (the Sub-Operator), a qualified provider to operate, maintain, and improve the utility system over the 50 year life of the Concession. McKinstry has a solid understanding of many of U of I's systems, having served as U of I's ESCO contractor on a \$40 million energy savings (ESCO) project funded in 2008 and completed in the ensuing three years.

During the Concession, U of I will pay an annual Utility Fee to the Concessionaire, consisting of:

- (1) a Fixed Fee which is fixed initially (\$7.6m) and increasing by 1.5% annually starting in 2026;
- (2) an Operation and Maintenance (O&M) fee, which will be based initially on U of I's historic costs with future increases based on a rolling 3 year average of costs, provided that costs from each of those years may not be more than 102% of the O&M Fee in that year (excluding certain costs outside the Concessionaire's control); and
- (3) a Capital Expenditure Fee to provide cost recovery and return on utility related capital expenditures made by the Concessionaire (CapEx).

Attachment 2 illustrates these three components of the Utility Fee incorporated into annual operations and modelled over the first ten years, and then every tenth year, of the Concession term.

CapEx projects will address the ongoing needs of the system for major repairs and system upgrades and possible expansions for the term of the Concession. The Concessionaire will develop and propose an annual CapEx plan for University review and approval. In all but very limited instances<sup>2</sup>, U of I has broad discretion to accept or reject a proposed CapEx project. Capital projects accepted by U of I will come to the Board for approval when necessary under Board Policy V.K. Upon approval of a project, all aspects of the project will be the responsibility of the Concessionaire. No CapEx funds can be expended prior to full approval including, if required, Board approval under Policy V.K. The Capital Expenditure Fee for each CapEx project will amortize the CapEx cost and return over a 20 year period, unless a different period is agreed to between U of I and Concessionaire. Unamortized CapEx costs remaining at the end of the 50 year term will be paid in conjunction with the transfer of the utility assets back to U of I. A Terminal CapEx fund is established in the investment fund for this purpose.

The student experience will not be negatively impacted by this transaction. In fact, funds generated by the transaction will improve the overall student experience through the administration's three key initiatives. The Concession Agreement

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<sup>2</sup> In limited instances the University cannot reject a CapEx project to the extent the project is required to address a change in law, if the Concessionaire has reasonably investigated and discussed with the University all potential alternatives and the University does not have a reasonable alternative to address the change in law.

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addresses various elements of risk and control that will be transferred to the provider. Key performance indicators and performance standards set out in the agreement ensure transparent roles, and the fulfillment of the responsibilities and goals of the partnership, including continuing and improved utility system operation and service.

Transfer of the Utility System to the Operator for the 50 year term will require transfer of jobs to the Operator (or Sub-Operator) and the corresponding loss of jobs at U of I. the University cannot require its employees to transfer to another employer nor can it require another employer to hire them. However, the University made clear to each bidder that a transition plan for our utility employees was a key element in consideration of the winning bid. The Sacyr / Plenary Team will be offering compensation and benefits packages as comparable to those at U of I as is practicable. To aid in this, the University of Idaho is seeking a waiver of Board Policy V.R.3.a.vi to allow the continuation of certain “soft benefits”<sup>3</sup> for these Legacy Employees for so long as they continue employment with the operating entity working on the Utility System.

## **IMPACT**

U of I will receive the initial consideration at financial closing of the transaction, which is expected to occur within 60 days of signing the Concession Agreement following Board approval. This will pay the costs of the transaction, defease certain University bonds to maintain compliance with tax law, set aside a fund to create working capital (cash flow) for the first 5 years of the concession, and provide a strategic fund for investment.

The strategic investment fund will be a single purpose foundation through which the net closing proceeds will be invested, with principal and interest returned to U of I over the 50 year life of the Concession Agreement. This fund is structured such that it will appear in our financial statements as a blended component unit of the University. This will ensure inclusion of the investment fund assets in U of I's financial statements and ratios. Distributions from the fund will provide ongoing resources throughout the 50 year life of the concession to advance three strategic initiatives of President Green:

1. Student success and increased enrollment through undergraduate scholarships and investment in online education (\$2M/year planned);
2. Elevate the research enterprise through increased graduate student scholarships and stipends (\$2M/year planned) and strategic research support (\$1M/year planned); and
3. University marketing, communications and outreach promoting U of I brand in support of enrollment and revenue generating activities (\$1M/year planned).

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<sup>3</sup> Benefits that cannot be duplicated by the operating entity such as: a) Employee Educational Assistance; b) Employee Spouse Educational Fee and Tuition Reduction; c) Dependent Educational Tuition and Fee Reduction; and miscellaneous employee benefits for athletic tickets, and use of recreation facilities.

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Distributions from the fund will also be made to support Utility Fee payments in the initial 5 years and to fund CapEx payments at the end of the 50 year term (see Attachment 2).

Attachment 1 is a Sources and Uses estimate for the financial closing. As indicated in Attachment 1, U of I will deposit a total of \$188,350,300 into the strategic investment fund; comprised of \$153,100,000 to support the President's initiatives, \$34,400,000 Utility Reserve, and \$850,000 Terminal CapEx Fund.

Attachment 2 is a summary of the anticipated cash flows from the concession over the first ten years and then on the 20<sup>th</sup>, 30<sup>th</sup>, 40<sup>th</sup>, and 50<sup>th</sup> year of the concession. This summary is based on modeling prepared for U of I by the Advisors and includes the projected cash inflows and outflows over the 50 year period. As indicated in Attachment 2, the total positive cash flow to U of I is estimated at \$351,400,000.

U of I must defease certain bonds associated with the Utility assets for compliance with applicable tax laws. The funds to do so will come from the Concessionaire's payment (see Attachment 1). Approval of the necessary Escrow Agreement (Attachment 5) is included in the Board Resolution (Attachment 6).

U of I proposes a Board Resolution (Attachment 6) as the means of approval of the elements of this transaction, rather than attempting to incorporate all of the various elements into a motion to be read at the Board meeting.

## **ATTACHMENTS**

Attachment 1 – Sources and Uses of Concession Proceeds  
Attachment 2 – Operating Model – first ten years & yr 20, 30, 40, 50  
Attachment 3 - Sacyr / Plenary team description  
Attachment 4 – Concession Agreement (approval draft)  
Attachment 5 – Bond Defeasance Escrow Agreement  
Attachment 6 - Board Resolution for P3 Approval  
Attachment 7 – Executive Summary

## **STAFF COMMENTS**

The public-private partnership (P3) that the University of Idaho has proposed is a creative strategy to address deferred maintenance while still providing investment capital for the University's strategic investments. The fifty-year term is a significant step for the Board, but would enable the University to enter into an arrangement that will provide tremendous institutional flexibility.<sup>4</sup> The creation of the strategic investment fund provides assurance to the Board that the full financial picture of the University of Idaho will be contained in its annual financial statements.

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<sup>4</sup> A 50 year term is not unprecedented. In August 2015 the Board authorized Boise State University to enter into a 50 year ground lease and operating agreement with Education Realty Trust, Inc. (EDR) for the development and operation of a residential honors college, additional student housing and related support facilities and amenities (including classrooms, food service and informal gathering spaces).

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Staff have reviewed the documentation and strategy. The detailed Concession Agreement and Escrow Agreement have been negotiated and endorsed by the University of Idaho and its legal counsel and consultants. Board approval would rely on the recommendation of the University of Idaho's leadership team.

**BOARD ACTION**

I move to approve the Resolution proposed by the University of Idaho, the title of which is as follows:

A RESOLUTION of the Regents of the University of Idaho Authorizing That Certain Long-Term Lease and Concession Agreement for the University Of Idaho Utility System, Including Authorization of the Lessee and Concessionaire Thereunder, Performance of all Obligations Thereunder and Execution and Delivery of Documents in Connection Therewith.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

## UNIVERSITY OF IDAHO

## Utility P3 Economic Model

Sources/Uses

Scenario: *SPUPI Tax Gross Up, UI CapEx Program*Updated: *10/26/20*

SOURCES		
1	Upfront Consideration	\$225,000,000
2	<b>TOTAL SOURCES</b>	<b>\$225,000,000</b> <i>total upfront consideration to UI</i>
USES		
3	Strategic Initiatives Fund	\$153,100,000 <i>Strategic Initiatives Fund</i>
4	Debt Defeasance	\$29,000,000 <i>retire outstanding debt that financed portions of the utility system</i>
5	Utility Subsidy Reserve	\$34,400,000 <i>reserve fund for initial years before Strategic Initiative impact is realized</i>
6	Terminal CapEx Fund Deposit	\$850,000 <i>fund future \$9mm CapEx obligation at the end of the term</i>
7	Transaction Costs	\$4,250,000 <i>finance, legal, and transaction costs</i>
8	UI Reimbursement (turbine)	\$3,400,000 <i>internal UI cash spent on microturbine project</i>
9	<b>TOTAL USES</b>	<b>\$225,000,000</b> <i>upfront consideration allocated by UI</i>
PROJECTED ANNUAL DISTRIBUTIONS FROM FUND		
10	\$/year - UG Student Success/Scholarships	\$2,000,000
11	\$/year - Grad Student Success/Scholarships	\$2,000,000
12	\$/year - Research	\$1,000,000
13	\$/year - Marketing/Recruiting	\$1,000,000
14	<b>TOTAL \$/YEAR - STRATEGIC INITIATIVES</b>	<b>\$6,000,000</b>
15	Annual Inflation - Strategic Initiatives	2.00%

## UNIVERSITY OF IDAHO

## Utility P3 Economic Model

## P3 System Operating Pro Forma

Scenario: *SUPI Tax Gross Up, UI CapEx Program*Updated: *10/26/2020*

	Project Year ->	1	2	3	4	5	6	7	8	9	10	20	30	40	50	TOTALS
	Fiscal Year ->	2021 (1/2 yr)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2040	2050	2060	2071	Years 1-50
<b>1 OPERATING EXPENSES</b>																
2 Fixed Fee Payment		(\$3,800,000)	(\$7,600,000)	(\$7,600,000)	(\$7,600,000)	(\$7,600,000)	(\$7,600,000)	(\$7,714,000)	(\$7,829,710)	(\$7,947,156)	(\$8,066,363)	(\$9,361,344)	(\$10,864,221)	(\$12,608,372)	(\$7,426,009)	(\$525,093,937)
3 CapEx (Sustain Current System)																
4 Return of Capital		\$0	(\$13,000)	(\$27,550)	(\$59,460)	(\$124,042)	(\$205,233)	(\$305,075)	(\$402,122)	(\$505,118)	(\$595,788)	(\$1,887,349)	(\$3,281,883)	(\$2,724,084)	(\$7,839,108)	(\$100,258,828)
5 Return of Capital		\$0	(\$17,251)	(\$35,697)	(\$76,170)	(\$157,981)	(\$257,440)	(\$376,340)	(\$484,890)	(\$594,899)	(\$681,685)	(\$1,617,559)	(\$2,656,608)	(\$1,586,905)	(\$260,127)	(\$67,052,405)
6 CapEx (System Enhancements/Growth)																
7 Return of Capital		\$0	\$0	\$0	\$0	(\$7,592)	(\$21,783)	(\$135,975)	(\$278,442)	(\$465,658)	(\$656,475)	(\$1,854,640)	(\$2,054,485)	(\$1,444,203)	(\$3,118,442)	(\$67,434,283)
8 Return of Capital		\$0	\$0	\$0	\$0	(\$10,085)	(\$28,398)	(\$178,549)	(\$358,492)	(\$588,396)	(\$810,737)	(\$1,578,611)	(\$1,267,428)	(\$869,656)	(\$103,440)	(\$46,179,627)
9 Subtotal - Incremental New Expenses		(\$3,800,000)	(\$7,630,251)	(\$7,663,247)	(\$7,735,630)	(\$7,899,699)	(\$8,112,855)	(\$8,709,939)	(\$9,353,655)	(\$10,101,227)	(\$10,811,048)	(\$16,299,504)	(\$20,124,625)	(\$19,233,221)	(\$18,747,127)	(\$806,019,079)
10 Operating Fee (Capped + Uncapped O&M)		(\$1,559,711)	(\$3,226,108)	(\$3,351,553)	(\$3,361,794)	(\$3,446,519)	(\$3,523,252)	(\$3,582,346)	(\$3,659,019)	(\$3,732,725)	(\$3,805,279)	(\$4,639,790)	(\$5,655,873)	(\$6,894,477)	(\$4,286,208)	(\$272,037,361)
11 Total Utility Fee		(\$5,359,711)	(\$10,856,359)	(\$11,014,800)	(\$11,097,425)	(\$11,346,218)	(\$11,636,107)	(\$12,292,286)	(\$13,012,674)	(\$13,833,953)	(\$14,616,328)	(\$20,939,294)	(\$25,780,497)	(\$26,127,698)	(\$23,033,335)	(\$1,078,056,440)
12 Purchase & Supply Costs		(\$2,657,737)	(\$5,143,785)	(\$5,219,546)	(\$5,323,937)	(\$5,430,415)	(\$5,539,024)	(\$5,649,804)	(\$5,762,800)	(\$5,878,056)	(\$5,995,617)	(\$7,308,624)	(\$8,909,172)	(\$10,860,231)	(\$6,770,164)	(\$428,761,016)
<b>13 TOTAL SYSTEM OPEX</b>		<b>(\$8,017,448)</b>	<b>(\$16,000,144)</b>	<b>(\$16,234,346)</b>	<b>(\$16,421,362)</b>	<b>(\$16,776,634)</b>	<b>(\$17,175,130)</b>	<b>(\$17,942,090)</b>	<b>(\$18,775,474)</b>	<b>(\$19,712,009)</b>	<b>(\$20,611,945)</b>	<b>(\$28,247,918)</b>	<b>(\$34,689,670)</b>	<b>(\$36,987,930)</b>	<b>(\$29,803,499)</b>	<b>(\$1,506,817,456)</b>
<b>14 OPERATING REVENUES</b>																
15 Existing Purchase & Supply Budget		\$2,657,737	\$5,143,785	\$5,219,546	\$5,323,937	\$5,430,415	\$5,539,024	\$5,649,804	\$5,762,800	\$5,878,056	\$5,995,617	\$7,308,624	\$8,909,172	\$10,860,231	\$6,770,164	\$428,761,016
16 (+) Microturbine P&S Savings		\$465	\$293,845	\$326,837	\$333,373	\$340,041	\$346,842	\$353,778	\$360,854	\$368,071	\$375,432	\$457,650	\$557,873	\$680,044	\$845,549	\$27,075,491
17 Existing Operating Budget		\$1,559,711	\$3,226,108	\$3,351,553	\$3,361,794	\$3,446,519	\$3,523,252	\$3,582,346	\$3,659,019	\$3,732,725	\$3,805,279	\$4,639,790	\$5,655,873	\$6,894,477	\$4,286,208	\$272,037,361
18 (-) Microturbine O&M Additional Cost		\$0	(\$21,000)	(\$21,420)	(\$21,848)	(\$22,285)	(\$22,731)	(\$23,186)	(\$23,649)	(\$24,122)	(\$24,605)	(\$29,993)	(\$36,562)	(\$44,568)	(\$55,415)	(\$1,776,167)
19 Existing CapEx Budget (no PBFAC \$\$)		\$249,315	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$250,685	\$25,000,000
20 Bond Defeasance Savings		\$613,638	\$1,208,100	\$1,198,000	\$1,193,000	\$1,192,850	\$1,187,380	\$2,061,700	\$2,051,050	\$2,038,800	\$2,039,550	\$1,954,400	\$0	\$0	\$0	\$37,495,180
21 CapEx Project Efficiency Savings [1]		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22 Concessionaire O&M Efficiency Savings		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
23 Utility Subsidy Fund Contribution		\$3,036,582	\$4,369,306	\$3,164,081	\$2,132,852	\$1,063,115	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,074,692
24 Terminal CapEx Fund Contribution		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,343,000	\$9,343,000
25 Research		\$0	\$540,000	\$720,000	\$904,256	\$1,097,293	\$1,299,439	\$1,511,034	\$1,732,430	\$1,963,988	\$2,206,085	\$5,298,845	\$9,966,400	\$16,862,286	\$14,054,272	\$497,301,230
26 Enrollment		\$0	\$840,000	\$1,834,384	\$2,704,625	\$3,685,492	\$4,811,652	\$5,511,551	\$6,059,773	\$6,601,866	\$6,773,599	\$8,758,706	\$11,330,049	\$14,662,224	\$9,739,665	\$528,347,100
27 Auxiliaries		\$0	\$0	\$41,365	\$89,372	\$143,195	\$204,721	\$241,380	\$269,043	\$296,022	\$301,942	\$368,066	\$448,670	\$546,926	\$340,017	\$20,529,716
<b>28 TOTAL SYSTEM OPERATING REVENUE/EXPENSE REDUCTIONS</b>		<b>\$8,117,448</b>	<b>\$16,100,144</b>	<b>\$16,334,346</b>	<b>\$16,521,362</b>	<b>\$16,876,634</b>	<b>\$17,389,579</b>	<b>\$19,388,408</b>	<b>\$20,371,319</b>	<b>\$21,355,406</b>	<b>\$21,972,901</b>	<b>\$29,256,088</b>	<b>\$37,331,475</b>	<b>\$50,961,620</b>	<b>\$45,574,145</b>	<b>\$1,858,188,618</b>
<b>29 P3 SYSTEM NET CASH FLOW</b>		<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$214,449</b>	<b>\$1,446,319</b>	<b>\$1,595,845</b>	<b>\$1,643,397</b>	<b>\$1,360,956</b>	<b>\$1,008,170</b>	<b>\$2,641,806</b>	<b>\$13,973,691</b>	<b>\$15,770,646</b>	<b>\$351,371,162</b>
30 Cumulative P3 System Net Cash Flow		\$100,000	\$200,000	\$300,000	\$400,000	\$500,000	\$714,449	\$2,160,767	\$3,756,612	\$5,400,009	\$6,760,965	\$14,805,907	\$26,110,579	\$111,340,591	\$351,371,162	
31 Annual CapEx Spending (Sustain Current System)		\$260,000	\$291,000	\$638,200	\$1,291,633	\$1,623,833	\$1,996,833	\$1,940,933	\$2,059,933	\$1,813,400	\$1,660,800	\$1,715,483	\$2,543,283	\$2,159,800	\$0	\$100,258,867
32 Cumulative		\$260,000	\$551,000	\$1,189,200	\$2,480,833	\$4,104,667	\$6,101,500	\$8,042,433	\$10,102,367	\$11,915,767	\$13,576,567	\$39,462,467	\$80,096,700	\$94,388,467	\$100,258,867	
33 Annual CapEx Spending (System Enhancements/Growth)		\$0	\$0	\$0	\$151,833	\$283,833	\$2,283,833	\$2,849,333	\$3,744,333	\$3,816,333	\$3,889,033	\$2,610,837	\$1,163,833	\$930,000	\$0	\$67,431,866
34 Cumulative		\$0	\$0	\$0	\$151,833	\$435,667	\$2,719,500	\$5,568,833	\$9,313,167	\$13,129,500	\$17,018,533	\$39,703,643	\$55,383,033	\$66,906,866	\$67,431,866	
35 Annual CapEx Spending (Combined)		\$260,000	\$291,000	\$638,200	\$1,443,467	\$1,907,667	\$4,280,667	\$4,790,267	\$5,804,267	\$5,629,733	\$5,549,833	\$4,326,320	\$3,707,117	\$3,089,800	\$0	\$167,690,733
36 Cumulative		\$260,000	\$551,000	\$1,189,200	\$2,632,667	\$4,540,333	\$8,821,000	\$13,611,267	\$19,415,533	\$25,045,267	\$30,595,100	\$79,166,110	\$135,479,733	\$161,295,333	\$167,690,733	
37 Beginning Utility Subsidy Fund Balance = \$34.40mm		\$31,363,418	\$26,994,111	\$23,830,031	\$21,697,179	\$20,634,064	\$20,634,064	\$20,634,064	\$20,634,064	\$20,634,064	\$20,634,064	\$20,634,064	\$20,325,308	\$20,325,308	\$20,325,308	

[1] - Annual savings based on cumulative CapEx costs



October 14, 2020

University of Idaho  
Contracts & Purchasing  
1028 West Sixth Street  
Moscow, Idaho 83844-2006

Attn: Julia McIlroy, Director

**Re: UNIVERSITY OF IDAHO P3 UTILITY SYSTEM TRANSACTION REQUEST FOR PROPOSAL SUBMISSION**

Dear Ms. McIlroy,

On behalf of Plenary Americas USA Ltd. ("**Plenary**"), Sacyr Infrastructure USA LLC ("**Sacyr**"), and McKinstry Essention, LLC ("**McKinstry**") we would like to thank the University of Idaho (the "**University**") and Wells Fargo Securities ("**Wells Fargo**") for inviting Sacyr Plenary Utility Partners Idaho ("**SPUPI**") to respond to the request for proposals to manage and operate the University's on-campus utility system through a 50-year lease and concession agreement ("**Concession**"). It has been a pleasure working with both the University and Wells Fargo over the last several months and we appreciate the level of involvement and effort on your behalf during this procurement to help ensure that we develop our operating and commercial structure in a way that best suits the University's needs.

We trust the submission contained herein demonstrates SPUPI's collective ability to serve as your utility partner for the next 50 years. Our team brings together the full range of expertise needed to make this innovative and exciting endeavor a success.

- Plenary is one of the most experienced developers and long-term investors in public infrastructure in North America, with a portfolio of 52 projects worth over \$14 billion. Our team always takes a long-term view of projects, and has never exited a project. This long-term focus and our hands-on approach can provide the University with confidence that the project will be well-managed for the full Concession term.
- Sacyr Infrastructure USA LLC is the American brand under which Sacyr Concesiones, S.L. operates in North America. Sacyr Concesiones, S.L. is the P3 division of Sacyr Group, boasting extensive experience in developing and maintaining P3 projects worldwide and a track record of more than 70 successfully completed P3 projects over the past 22 years. The company currently manages a global concession portfolio of 45 assets with a 28-year average remaining life and committed global investment amounting to \$14 billion.
- For over 60 years, McKinstry has earned a reputation for designing and delivering innovative energy efficiency solutions across 130 higher education institutions. McKinstry brings a strong team of industry experts ensuring the University of Idaho receives a holistic strategy and approach to meet the goals and objectives for long-term facility planning and management.

As further described in our submission, SPUPI has developed an innovative financial and commercial structure to maximize the Closing Consideration that will be paid to the University on financial close. Based on the terms and



assumptions outlined in the Second Amended and Restated Request for Proposal Submission Process Letter and the Final Concession Agreement, SPUPI is prepared to make a Closing Consideration payment of \$225 million on a Tax Gross-up basis.

The attached submission conforms to the requirements set forth in the Process Letter provided by Wells Fargo. We are looking forward to working with you on this incredible and innovative opportunity to advance your goals and improve utility operations for current and future generations at the University of Idaho. We thank you again for inviting us to participate in this process and would be happy to meet with you to discuss next steps. We look forward to hearing from you.

Best regards,



Raul Perez  
Authorized Representative, Sacyr Plenary Utility Partners Idaho ("SPUPI")

cc. Wells Fargo: Randall S Campbell, Chase Robinson

### 3. OPERATIONAL STRATEGY / OPTIMIZATION

#### 3.a. Expected Approach

Our team brings world-class asset management expertise, hard earned from developing and managing a wide range of infrastructure projects nationally and internationally. Key team member and operations lead McKinstry Essention LLC (“McKinstry”), will supply local knowledge and unique experience from a series of successful projects undertaken specifically on the University of Idaho campus over the past 10 years as well as decades worth of operational experience garnered within critical, 24/7/365 datacenter and biomedical environments.

Throughout this section, we will demonstrate our team’s capabilities, including:

- Ability to operate and maintain Utility System safely, efficiently, reliably, and cost effectively
- Production of quality long-term operational plans with focus on continued modernization, energy efficiency, and de-carbonization of the Utility System
- Preventative Maintenance Strategy to move from ‘run to fail’ and ‘break-fix’ mentality, to a ‘planned and controlled’ service delivery
- Incorporate technological strategies that are readily available today and emerging technological strategies around IoT, automated dispatch, automation/monitoring, remote technician support, etc.
- Planning and execution of a Capital Expenditure Plan

We will identify Capital Expenditure and O&M opportunities that will promote the alignment of interests between the parties and reduce overall costs of ownership for the University’s physical assets.

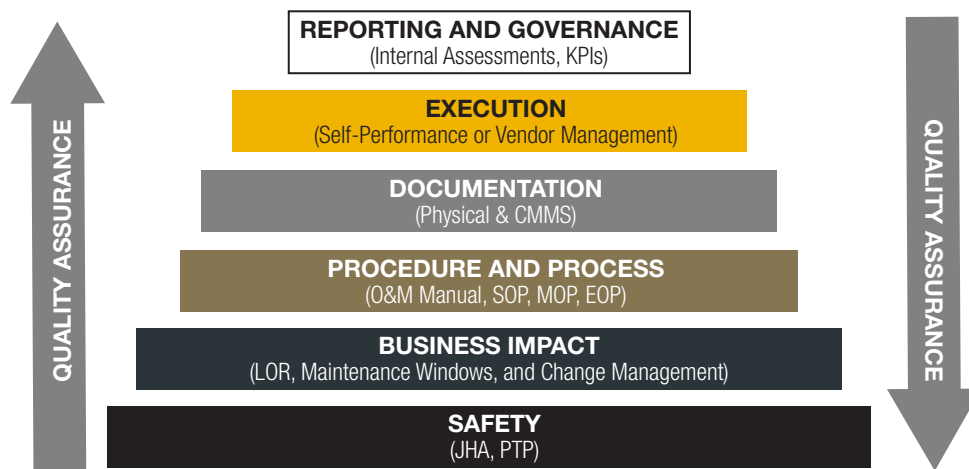
In this section, we demonstrate how our team combines commercial, financial, design engineering, construction, and operations expertise to deliver sustained value to the University. In addition to execution expertise, our team will identify every available tax benefit, rebate, discount, and incentive to reduce operating and capital costs without compromising levels of service.

#### Our Approach to Risk and Quality

In operating complex utility systems, we strive to seek a constant balance between risk and quality. The following diagram expresses that balance on six elements with a founding in safety first and policies & governance guiding the team. Our overall goal is to shift from a philosophy of “run-to-fail” to one of proactive prevention.

Our tailored approach combines best-in-class facility management fundamentals, with local experience, creative solutions, and innovative technologies – assisting the University to achieve their broader financial, social, and environmental goals.

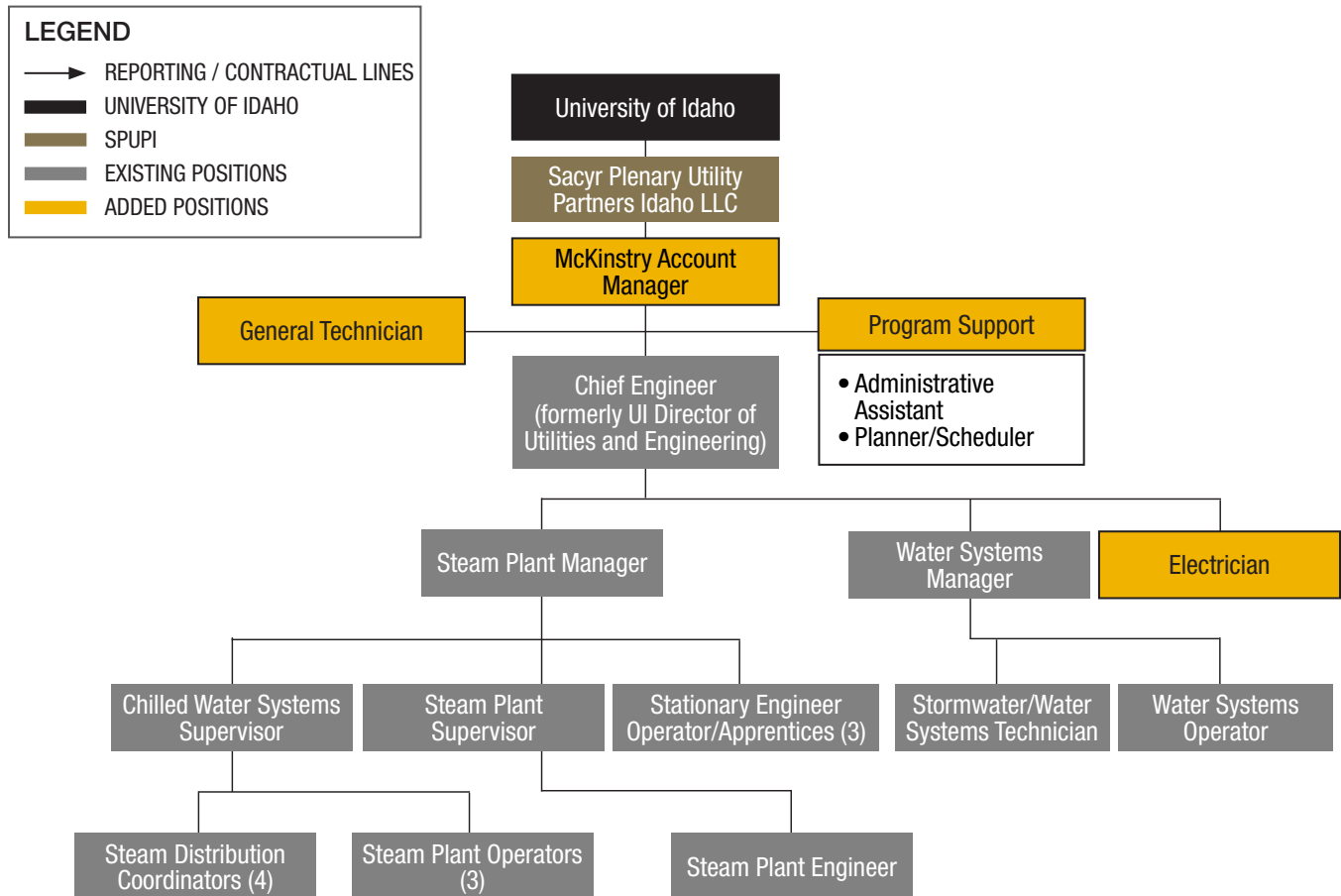
*Figure 3-1: Approach to Risk and Quality Assurance*



### McKinstry Operating Team Organization Chart

Below is our proposed organization chart. New positions, not previously identified in the RFP by the University, are identified in gold boxes.

Figure 3-2: McKinstry Operating Team Organization Chart



#### 3.a.i Operations Plan and System Design

We recognize the importance of uninterrupted utility service for the University to achieve its core missions of teaching, discovery, and service. Our team will contribute to the University's continued rise as Idaho's premier research university through provision of these fundamental services efficiently and economically, allowing the University to focus their efforts on delivering for faculty, staff, and students.

Upon award of the engagement with the University, our team's goal is to eliminate any disruption to ongoing operations and ensure a smooth transition of management and operations control. We will assign a dedicated transition team, supported by senior leadership, a rigorous governance structure, and transition best practices to ensure a seamless transition of UES services to the Operator.

Our team's experience managing long-term, fixed-price Concession and P3-style contracts has culminated in proprietary operations and maintenance strategies which extend the useful life of major equipment and results in lower overall costs.

As part of the Operations Plan, McKinstry will introduce a Maintenance Management Program for the Utility System with a focus on preventative maintenance that includes conditioned and time-based frequencies, limiting unexpected downtime for key equipment and improving overall level of service. The program consists of safety plans, procedures (SOPs, MOPs, EOPs), response planning, and records for asset management, preventive and predictive maintenance strategies, maintenance workflow that includes work prioritization based on equipment criticality, planned outages, continuous improvement cycles, and records management.

We will first work to understand the systems, tools and applications being used by the University to manage the utility system.

Since we anticipate that a Computerized Maintenance Management Software ("CMMS") will be required, our intent is to use McKinstry's CMMS.

McKinstry's InfoCentre solution combines service and technology to utilize operational data to deliver smoothly run facilities with less downtime, increased occupant satisfaction, and significant energy and operational savings that ultimately increase the value of the University's assets. We make it our responsibility to drive better business outcomes through InfoCentre. McKinstry's approach to integrated issue and facility management systems is well-positioned in the marketplace in that it leverages technology to improve process, improve reporting, increase staff and vendor performance, increase occupant satisfaction, and aid in the lowering of operational costs.

With InfoCentre, we ensure proper set up at the outset of the program and provide thorough training and information for staff and management stakeholders. We also provide ongoing support to keep the system running efficiently. Our 24/7/365 Remote Operations Center ("ROC") provides the day-to-day, hour-by-hour administrative support that so many clients need to maximize the processes and technologies of these systems. InfoCentre requires no proprietary software to run, is accessible to managers via any internet connection, and scales to virtually any size or building management application. InfoCentre is also versatile, and allows for seamless integration with additional operational functions, such as: e-procurement, emergency response, construction and remodel coordination, customer relationship management, accounting systems, and desktop concierge services.

Because InfoCentre integrates a web interface with a 24/7 customer service desk, it sets the standard for reliability. Regardless of the issue type or time of occurrence, InfoCentre will address it promptly. That is why each InfoCentre-managed building has a team of professionals trained on the specific needs of your location.

In line with contractual requirements – our operations team will propose an Operations Plan 180 days after closing, which will be updated and resubmitted no later than 90 days before the beginning of each Fiscal Year. High performance operations require the understanding of several key operational strategies and capabilities to be included in the Operations Plan. The effective use of these strategies significantly reduces the risk profile of a major event happening within the managed utility systems environment. These key operational categories form what we call a Readiness Model, People, Process, and Tools/Technology to Deliver optimum facility performance. We have four pillars in our strategy that will be incorporated:

**Figure 3-3: Four Pillars of Operation**

<b>COVERAGE</b> ability to respond to issues	<b>OPERATE</b> ability to change state of operations	<b>MAINTAIN</b> ability to protect asset, keep optimum performance, and ensure compliancy	<b>CMMS AND REMOTE MONITORING</b> ability to respond to issues
a. Staffing plan that meets the 24x7 and traditional work schedules (8 hour shifts) to ensure reliability/availability performance targets are met.	a. Staffing plan ensures team has the right Knowledge, Skills, and Abilities (KSAs) to operate the utility systems in a safe manner.	a. Develop maintenance management plan that follows OEM guidelines with a combination of time-based and condition-based service.	a. McKinstry InfoCentre providing tools to schedule, plan, track, and record preventative and corrective maintenance activities for reporting and compliance.
b. Contingency plans with staff and spares to meet contractual response times.	b. Proven Standard of Operations (SOP) to mitigate risk in operations and maintenance.	b. Trending equipment performance to enable efficiency and efficacy.	b. McKinstry ROC providing operations team the ability to monitor, analyze, and operate the utility systems.

Updates on this strategy will take into consideration all contractual performance requirements, evolving industry best practices, corporate experience on this project and others worldwide. Operations experts Plenary, Sacyr, and McKinstry will also work closely with third-party consultants, contractors, manufacturers, and suppliers to ensure that strategies are current for new equipment and projects being introduced – with consideration for the changing needs of the University over time.

The Operations Plan will also consider the ongoing changes in the regulatory environment, impact of any planned capital works, and short/long term goal setting developed in conjunction with the University. While the Operations Plan is tailored for the specific needs of the University, it will be built upon the following key pillars of effective facility management (expanded upon in the subsections below):

- Proactive Asset Management
- Safety Plan
- Efficiency
- Maintenance Management
- Reliability
- Critical Mindset

### **Proactive Asset Management**

Proactive Asset Management is important as it will increase reliability of and extend lifecycles for critical equipment. The focus of proactive asset management is an ongoing inspection/diagnostic regime and robust preventative maintenance program. The

preventative maintenance program to be implemented for the University will meet or exceed good industry practice. We will develop an Operations and Maintenance Plan that will identify critical systems, inspection and testing regimes, frequency of services, maintenance workflow, planned outages, continuous improvement processes, and records management.

Following the review of operational materials supplied and system site tours, we gained a strong understanding of the capabilities and limitation of the University's AiM CMMS system. We intend to utilize the AiM system during the transition period; however following an orderly transition, we will deploy McKinstry's InfoCentre CMMS system throughout the concession term. InfoCentre, when combined with McKinstry's 24/7/265 Remote Operations Center, is a sophisticated and proven CMMS designed for critical environment work order management.

We understand that the University may request all reasonable records with respect to the Utility System and the Utility System Operations. One key to a successful transition will be timely transfer of any past documents which were not already transferred during the bidding process. Once we have all historical data and newly gathered data processed during the transition, we will be able to provide any information requested by the University. At least 30 days prior to conclusion of the transition, our team will provide a policy for the maintenance and retention of all records related to the operation and maintenance of the Utility System for the University's review and approval. Record keeping is key to the analyzing trends and patterns in system performance, mitigating systemic issues and meeting compliance measures. Robust and orderly document management will assist our team in developing and implementing operations, maintenance, and capital works plans.

Our Operations and Maintenance Plan will include records such as: work-orders, material usage by type/quantity/cost, any changes made to the utility system required by law or a governmental agency, inspection certificates, inspection plans, and other sections as described in the Performance Standards.

Our proactive asset management strategy will be refined over time to ensure that all pieces of equipment, critical and non-critical, receives maintenance needed to extend lifecycle. If a delay occurs in equipment maintenance, we will discuss the action plan with the University.

### **Maintenance Workflow**

As with all operational plans, providing a maintenance workflow program is an important component of the process. A through workflow enables our team to identify, prioritize, approve, execute, and document completion of preventive and ongoing maintenance. Early in the transition, we will analyze existing workflows with the goal of determining which workflows may be used as-is, modified or replaced by new workflows. The study process includes how to transition from AiM to InfoCentre. We will ensure all employees understand the workflow process and train existing and new personnel on workorder generation, backlog reviews, work prioritization, outage management, schedule development, and work completion.

Work orders are separated into three categories: Corrective, Preventive and Emergency Maintenance. Corrective Maintenance workorders are those that address unexpected but non-emergency faults of equipment, systems, or components. Preventive Maintenance workorder as those designed to proactively maintain equipment, systems, or components so that their useful life is extended. Emergency Maintenance workorders define how to restore the operation of equipment, systems, or components in the Utility System after failure. Emergency Maintenance work order will be performed promptly to restore any instance of compromised service.

### **PROACTIVE MINDSET**

A core of our approach to operating the Utility System is our onboarding program. The foundation of this program is assuring that every employee embrace planning and early problem anticipation. Every operations and maintenance activity are planned and controlled within an approved maintenance timeframe. Every activity includes a detailed safety plan and job hazard analysis ("JHA") that identifies the ideal personnel, equipment, tools, processes, and risk mitigation measures. Each activity is planned and executed "by the book" following processes and procedures documented in our Operations Plan. And finally, each activity is recorded faithfully in our CMMS tool – InfoCentre. Our process follows these principles:

**Evaluate – Analyze – Apply – Understand – Remember**

### **Efficiency**

We are committed to continuously improving the operating efficiency of the Utility System. In operating the Utility System, we will comply with all federal, state, and local laws, regulations including environmental and safety laws. Further, we commit to supporting the University in achieving their stated sustainability goals. Our expertise in utility relationship management, as well as our Team Members' direct experience partnering with Avista, we will bring value by helping the University save money in the supply of electricity, water and fuels (natural gas, fuel oil, biomass) as noted in Section 3b below.

Regarding the system design, we will follow and comply with the State of Idaho Building Code (Building, Energy Conservation, Mechanical, Fire, Existing Building, Fuel Gas, Safety, Plumbing) as well as requirements established by OSHA and the National Fire Protection Association, including applicable training and qualifications programs for all parts of the Utility System.

Our team's integrated approach to planning, finance, design, construction, operations, and maintenance will ensure optimal total cost of ownership ("TCO"). Our materials management and logistics approach assure that our team maintains adequate inventory for planned and unplanned outages

### **3.a.ii Utilization of Existing University Employees During Concession**

Our team is excited to welcome existing University team members to the family. Overall, we plan follow our traditional process of evaluation, recruitment, and onboarding of current employees; although we recognize that the process is slightly different in this situation. As a guiding principle, we value the deep and unique knowledge, understanding and expertise of the University employees considering employment with SPUPI.

We bring the experience, processes, tools, and systems to seamlessly onboard the University's current employees. Through McKinstry, University team members will have opportunities to grow their careers either at the University, throughout the United States, and abroad.

### **3.a.iii Approach to Procuring Supplies**

We will assist the University in procuring electricity, natural gas, water, biomass (wood chips) and other supply inputs necessary to economically operate the Utility System in accordance with 7.3 of the Concession Agreement. Working with the University, we will identify and develop an onsite inventory matrix for each component of the utility system to assure a minimum five days of continuous operations. The process will include market analyses, procurement support, and negotiation support for supply purchases in accordance with the Approved Five-Year Plan.

During the term, we will explore alternative sources of and incorporate sustainable, lower-cost fuel options into the existing utility system to optimize the renewable fuel mix. To establish energy security and provide fuel price stability, we will assist the University in establishing consumables supply chains.

### **3.a.iv Organizational Approach to Meeting Corporate Support Functions**

Our operating team will be fully supported by McKinstry's corporate functions whose team members are based primarily at our Seattle headquarters as well as at nearby Spokane. Our company is organized into four groups: Corporation Services, Primary Lines of Business, Technical Support and Specialty Solutions.

McKinstry's corporate leaders and manager will support all functions required by the team in Moscow. In summary, here is how each of the four groups described above will add value to the onsite team and the University:

1. Corporation Services. This department will provide the employees and team support as needed including technology, human resources, brand services & communication, workplace solutions, community relations, diversity & inclusion, executive services, finance & accounting, operational excellence, corporate facilities & business services, product development, legal & risk management and sales & marketing.
2. Primary Lines of Business. This operational department delivers major construction, building service & maintenance, and energy & technical services. Energy & technical services is the line of business responsible for the University of Idaho operating agreement. Major construction and building service & maintenance will provide human resources and technical expertise as needed to the project.
3. Technical Support Functions. This department houses our engineering & design, shop & logistics group and innovation center. Technical support groups will provide any inhouse architectural and engineering support; shop, fabrication and logistics expertise; and innovation and creativity support as needed.

### **TRANSITIONING EMPLOYEES**

Our team are experts in the process of transitioning employees from one organization to another. Within McKinstry's datacenter/critical environments line-of-business under Spencer Huppert's leadership, the firm successfully transitioned 250 employees from a multi-national tech company to McKinstry while maintaining 99.99% uptime. In 2016, Sacyr successfully transitioned 2,533 employees as part of a residential care service for the Municipality of Madrid over to Sacyr employment over period of a few months. On another program, Sacyr transitioned 251 employees from Autonoma University as part of a janitorial services contract successfully transferring complex operations without interruption.



4. Specialty Solutions. Our specialty solutions group can provide unique solutions around specialized architectural metals, audio/visual, wireless, data services and low voltage as needed. These solutions can be provided in terms of consulting or turnkey delivery.

### 3.a.v Managing Operating and Maintenance Costs

Our team brings a best-in-class, proven approach to managing the O&M process for complex Public-Private-Partnership and concession agreements. Plenary and Sacyr, as the Concessionaire, has engaged McKinstry as the Operator under a fixed-price and full-term contract which is secured through a robust financial security package. This structure provides budget certainty to the University over the long-term and a strong incentive for the Operator to focus on proactive asset management, ensuring strong system performance over time.

Operations experts from Plenary, Sacyr, and McKinstry have collaboratively developed the O&M approach and pricing, with long term performance and cost in mind. Upon contract award and commencement of operations, the Concessionaire will provide active management and work closely with McKinstry to fulfill requirements under the Concession Agreement with little or no disruption to the University.

#### Plenary

Plenary has unmatched P3 experience in North America with 52 projects closed worth over \$16 billion in capital value, including 43 which have completed construction and are in the operations phase.

#### SACYR

Global portfolio of 45 P3 assets in 10 countries representing \$14 billion under management. 25 million ft<sup>2</sup> of social infrastructure projects under operations and maintenance.

#### MCKINSTRY

Over 60 years of experience on \$20 billion in infrastructure including providing services for more than 30 utility systems in the USA.

### 3.a.vi Capital Expenditure Planning and Execution

Like the team's operations experience outlined in the section above – Plenary and Sacyr draw from broad international experience managing major infrastructure and other design-build construction projects with long term performance and costs in mind. From small-scale studies to large multidiscipline projects, the Plenary-Sacyr Concessionaire will support our Operations Team as they undertake utility system improvements and other capital works (aka "CAPEX").

We will also rely on team member McKinstry to provide local and regional resources with extensive firsthand experience designing, constructing, and commissioning campus utility systems throughout the United States. This approach provides the University with the comfort that the Capital Improvements will be supported by McKinstry whose safety performance is among the top one percent of contractors in the USA, has local resources with the ability self-perform, and has substantial financial capacity.

Plenary, Sacyr, and McKinstry will work collaboratively with the University to develop a capital works program with consideration for economic, social, and environmental goals. Importantly, our team's organizational structure will ensure market competitive pricing for CAPEX approved by the University.

### 3.a.vii Safety

Our team recognizes that the safety of faculty, staff, students, visitors as well as our operations team, vendors and subcontractors are the number one priority. As part of the Operations Plan, our team will develop Safety Plan design specifically for the Utility System.

Our team recognizes that safety directly impacts productivity and our ability to perform the highest quality work. Because our team members have experience managing facilities at every stage of the life cycle, no other team faces such a diverse range of high risk and potentially dangerous situations. Every day our staff are charged to execute with excellence in demanding work environments, from the technicians working around high voltage electrical systems, to the field teams installing or servicing equipment on rooftops, to the crews in our fabrication shop operating complex heavy equipment. We care deeply about safety because nothing is more important than ensuring that our employees, co-workers, clients, subcontractors, and the occupants of the facilities we serve all go home safe every night.

For 60 years McKinstry has strived to be a construction industry leader in safety and operational excellence. Our safety record, training, and processes have been recognized among peers to be best-in-class.

McKinstry has served the most safety-conscious industries including petrochemical, semiconductor, high-tech, heavy industrial, and heavy manufacturing. Working with leading safety organizations in these sectors has allowed us to learn from their practices

and approach, and McKinstry has since been dedicated to becoming world-class in safety performance and thought leadership. While our commitment to safety includes a rigorous combination of policies, procedures, training, and plans – we believe our greatest safety resources are the behavior and mindset of our employees and subcontractors. In the last five years, we have worked hard to develop and foster an interdependent employee-led safety culture that values prevention, personal responsibility, continuous improvement, and a bias towards action.

In 2019, McKinstry's Recordable Incident Rate ("RIR") was 0.42 and Experience Modifier Rate was 0.57. Our EMR rate are far below the industry average of 1.00. These indicators demonstrate that McKinstry, as a steward of the University's goodwill and brand, will operate safely throughout the concession term.

Throughout the transition Plenary, Sacyr and McKinstry management will coordinate with the University's Health & Safety offices to understand the existing program in place for the Utility enterprise and identify opportunities for improvement. McKinstry has a robust Employee Health and Safety Handbook and program which will be enhanced for the University's unique safety needs. Our health & safety approach exceeds the minimum requirements of Occupational Safety and Health Act and includes:

### Training

A comprehensive and effective training program helps ensure that each employee is equipped with the skills to identify risks and complete all work safely.

- **Role specificity:** Required job-specific training is developed by position type to align with roles and responsibilities
- **Training resources:** McKinstry's in-house training program offers hundreds of safety trainings each year. A comprehensive catalog of videos, tools, policies, and training programs are made available and regularly updated.
- **Training management:** We require annual recurring training and track completion to meet state and federal regulation as well as additional position-specific McKinstry training requirements.
- **Toolbox Talks:** Weekly job site meetings allow line leaders to address site-specific safety concerns.
- **Training time:** Across our enterprise, McKinstry devotes thousands of hours to safety training annually.
- **Proactive Awareness:** Each month every employee completes a Monthly Safety Awareness Training. The training topics are developed based on current trends, near-misses, incidents, and enterprise-wide safety initiatives.

### Planning

Effective incident prevention stems from thorough, task-specific planning. We live by the mantra: "Plan every job, every task, every time."

- Safe Work Planning
- Site-Specific Safety Plans
- High-Risk Project Plans
- Pre-Task Planning

### Safety Transparency and Accessibility

Promoting open two-way communication of safety incidents and ongoing trends helps us continue to develop an improving, employee-centric safety culture.

- Incident Reporting Hotline
- Ongoing performance tracking and analysis
- Reporting

### Accountability and Continuous Improvement

Effective safety standards and practices don't protect our employees if we as a company lack the means or dedication to verify that work is being completed safely. Our safety team is driven to ensure that established best practices are adopted and implemented company-wide, and to continue development based on our real experiences working in facilities and on job sites nationwide.

- Routine site audits
- Safety lessons learned
- Diversity in services
- Supporting our clients and subcontractors
- Pioneering industry best practices

Our team endeavors to improve overall University safety results and commit to achieving the following world class goals:

- Zero Lost Time Incidents
- Total Recordable Incident Rate at or better than peer standards
- Reduction of Near Misses (study to be developed)
- Position the University of Idaho Utilities in the front line of OSHA performance, OSHA new technologies and Environmental-Energy Efficient systems.

### 3.a.viii Reliability

We will operate the Utility System to ensure reliability when measured against the contractual KPIs. Where a system requires N+1 level redundancy, we will maintain those systems in accordance with our Operations Plan and the Performance Requirements.

Our team are experts in the design and implementation of utility outage procedures and emergency response plans. In



the event of an emergency, we will provide the University's representatives with real-time and regular status updates. Our Operations Manager will represent our team on the University's Critical Incident Management Team and be available 24/7, attend planning and incident meetings, obtain University required training, and assist in the coordination with the University and Emergency Responses.

When we observe that a University-provided service or third-party service is unavailable, we will communicate immediately with the University and support as-needed. Our technicians are trained to quickly:

- Triage and determine root cause
- Quantify business impact and prioritize
- Adjust/Fix remotely or dispatch team technician or approved third-party vendor

We understand the importance of a positive student experience for the University. For major events such as football games, visits by political figures, and move-in days, we will prepare a response plan for an unplanned outage in coordination with the University.

To assure alignment with University policies and objectives, we will align quality and environmental processes with those of the University. Our approach to developing a comprehensive quality management system will focus on the following pillars:

- Context of the organization – how the Concession will fit within the larger University community
- Leadership – leading by example and maintaining the highest standards of excellence from the top
- Planning – taking a proactive approach to problem solving be it maintenance, operations, or repairs
- Support – commitment to provide the requisite resources to ensure best in class service
- Operations – tailoring quality management systems, documents, and procedures to the unique needs of the University
- Performance evaluation – the ability to draw data- driven conclusions through quantified performance tracking of employees, processes, and operations overall
- Data Management - the data created is a very valuable resource, our commitment to have a process of acquiring, validating, storing, protecting, and processing required data to ensure the accessibility, reliability, and timeliness of the data for the University, and,
- Continuous improvement – deeply embedded in the culture of operations, this is a dedication to strive for constant enhancement and improvement.

### 3.b Commentary on Material Deviations from University Operating and Capital Expenditure Plan

Our Operating budget ("OPEX") is reflective of our team's approach to proactive asset management and with a greater emphasis on preventative maintenance. As such, our team will incur additional operating expenses annually as compared to the current University budget – however this will result in an overall cost reduction long-term as reduced effort is spent 'firefighting' and fewer major repairs are required to maintain system functionality. As compared to the University's current budget, our team anticipated additional OPEX spend in the following major areas:

- Staff to enhance the planning/scheduling capabilities of the team as we move from a more 'break/fix' to 'proactive maintenance' mentality
- Software and technology to enhance the planning/scheduling capabilities and access to 24/7/365 monitoring and helpdesk-type services (i.e. McKinstry's InfoCentre and Remote Operations Center). Improved labor tracking and materials usage to optimize resource allocation.
- Staff to backfill positions which have been reallocated to other University departments (i.e. electrician)
- Additional budget for third-party contractors and service providers, who provide specialized inspection or repair/maintenance capabilities
- Additional materials and equipment, such that the utility system may function as a stand-alone enterprise. We understand that presently there is sharing amongst the University Departments (i.e. water treatment chemicals) however this will not be possible once management of the system transitions to the Concessionaire
- Maintaining a robust inventory of critical spare parts, reducing time and cost to perform urgent repairs

The Capital budget ("CAPEX") has been developed with consideration for the improved reliability and level of service arising from the enhancements described in the OPEX section above. We have substantially adopted the University's CAPEX roadmap, with the following notable changes:

- Near term improvements to ensure KPI compliance – In order to limit budgeted contingency for penalties arising from KPIs, and thereby provide greater service and value to the University, our team has identified several capital projects to address aging or failing system components. These high-impact improvements are mainly focused on repairing/replacing equipment that is either operationally compromised or at imminent risk of failure and clearing the backlog of deferred maintenance.

- Improvements to system redundancy – our team enjoyed the productive Redundancy Workshop and have an appreciation for flexibility in the system design, and knowledge of the Utility staff in how best to exercise that system flexibility. Notwithstanding, our team has identified several enhancements to further improve redundancy of individual system components and thus resiliency of the system overall.
- Automation, metering and controls – Our preliminary review of the Utility assets indicates that there is an opportunity to modernize metering and controls across the system and to begin introducing automation capabilities. A small package of projects we have identified from the onset will modernize the University's infrastructure, yield ~5% operational savings immediately, reduce energy costs over time, and inform future CAPEX programming. All for a relatively small upfront spend. Ultimately, we would aim to achieve a common SCADA system across the plants, universal metering to each building and a centralized monitoring/control system.
- Energy Conservation Measures ("ECMs") – this is further detailed in Section 3c below, but we intend to propose a series of ECM initiatives which address demand-side opportunities and will result in energy and operational savings
- Regulatory compliance, health and safety– our team is thoroughly committed to operate the Utility System pursuant to applicable regulations and with the upmost consideration for health and safety. We have identified several potential noncompliances through our review of the available documentation and during the site visit which, subject to detailed investigation, we will propose to remedy.

### 3.c Recommendations

Throughout this proposal and in Section 3.b. above specifically, we have outlined our recommended enhancements to the operational approach which will immediately deliver a higher level of service and ultimately deliver lower total cost of ownership for the Utility System and other University assets. The following strategies and opportunities have been developed in conjunction with those operational enhancements but are more focused on the University's aspirational social and environmental goals.

During our Innovation Workshop meeting with the University and the Utility personnel our team introduced a myriad of contracting, commercial, and technological innovations which deliver value for all parties. We have continued developing those ideas considering your feedback and present the following for your consideration:

### **Assisting the University achieve carbon neutrality by 2030, improved STAR rating, and ability to function as a microgrid**

Our team has developed a detailed roadmap which will ensure that the University achieves their 2030 carbon goal and will also improve their STAR rating. Our strategy will leverage the following:

- Demand Side Reduction – we understand that building energy efficiency programs are outside the Concession Agreement; however, we can add value to the reduction of energy demand through efficiency programs within the campus buildings. We can potentially save 20-25% of current energy costs through these reductions, which have a relatively low upfront cost and short economic payback (less than 3 years in some cases, less than 5 years in most cases, less than 10 years in all cases)
- Renewables and other onsite generation – we have identified eight specific renewables projects which leverage existing University assets and demonstrably improve holistic campus sustainability, for a modest upfront investment. Through the shared experience of Plenary, Sacyr, and McKinstry, the University will have access to expertise in alternative biofuels, solar PV, wind, geothermal and hydroelectric water turbines
- Eco District Development – we have identified four discrete heat recovery and thermal storage energy solutions which, when combined, will provide the University a state-of-the-art Eco District.
- Engaging Utility Staff and Students, Staff and Faculty through Behavior-based energy conservation – McKinstry's powerED program is an industry-leading engagement program that has historically resulted in energy savings of 5-10% through student, faculty and staff competitions, events and activities that encourage and measure energy savings.

### **Commercial Partnerships and Solutions with Avista and Other Utilities**

We bring a myriad of existing relationships with utility companies such as Bonneville Power, Clearwater and Avista that can bring value to the University as discussed on the Innovation Workshop. Such partnerships may be leveraged to reduce operating expenses and capital investments and achieve mutual sustainability goals. As discussed in our Innovation Workshop and throughout this proposal, we bring a unique relationship centered around our EcoDistrict utility system solution with Avista established with both Eastern Washington University and South Landing in Spokane, that could be replicated at the University of Idaho. Our existing relationship with Avista may also be leveraged into negotiating

better business deals for the University on Power Purchase Agreements for solar, interconnection agreements for solar/battery storage, and demand response agreements.

### **Transportation and Infrastructure Grants from the State and Federal Government**

Based on feedback during the site visit and on the Innovation call, our understanding is the University does not apply, take, or receive state or federal roads funds for the maintenance of their roads system. Without access to state or federal roads funds, the roads system is a pure cost on the University's operational and capital budgets, increasing the net resulting costs of facility maintenance as well as new capital projects.

Other higher educational institutional in the US take advantage of transportation funds in different ways, especially for thoroughfare campuses. Examples include: The University of California Riverside collaboration with the City of Riverside; The University of California Davis Medical Center collaboration with the City and County of Sacramento, California; and The Washington State University-Spokane Campus' collaboration with the City of Spokane.

We can work with the University to co-develop transportation projects, which simultaneously address Utility needs, and deliver incredible value as opposed to undertaking these projects in isolation.

### **Reclaimed Water Revenue Through Joint Plant Development with the City of Moscow**

The University has voiced a willingness to partner with the City of Moscow to collaborate on a green energy modernization approach for the existing wastewater treatment plant and if necessary, provide additional land for an expansion to the wastewater treatment plant footprint. The City of Moscow has voiced an interest in modernizing the existing wastewater plant to make biogas/biofuels and lower the carbon footprint of the wastewater treatment plant's operations. We will leverage our team's development capabilities and access to proprietary water treatment technologies to facilitate continued partnership with the local communities and deliver value to all stakeholders.

## **ECO DISTRICT DEVELOPMENT**

Our approach to a District Energy planning, built upon collaboration with Avista, can be summarized in three words: collaboration, partnership, and transparency. We believe first and foremost that successful district scale energy planning approach and effort hinges on a high degree of collaboration and communication with our clients. Our development approach includes a combination of five core elements: Shared Energy: Microgrids, peer-to-peer energy trading, transactive energy, centralized heating systems, waste heat usage and virtual power plants share energy between buildings. Energy sharing is enabled as distributed energy resources increase and central grids become smarter.

### **SHARED ENERGY**

Microgrids, peer-to-peer energy trading, transactive energy, centralized heating systems, waste heat usage and virtual power plants share energy between buildings. Energy sharing is enabled as distributed energy resources increase and central grids become smarter.

### **ZERO CARBON**

Zero-carbon commitments take a holistic approach spanning 100 percent clean energy (generated on-site or purchased off-site), high-efficiency energy targets, electrification and electric vehicle chargers. Eco districts enable zero-carbon aspirations with clear, actionable plans.

### **DIGITAL BACKBONE**

Digital infrastructure (sensors, meters, blockchain, data platforms, mobile apps) allows buildings to operate better, be more energy efficient.

### **ENGAGED OCCUPANT**

Education and automation encourage occupant engagement. Occupants are educated on behaviors that make the energy system as efficient and clean as possible.

### **UTILITY & BUILDING OWNER PARTNERSHIPS**

Utilities and building owners partner early in the design process. Structured partnerships allow seamless communication between the building and the grid, decreasing energy consumption and adding renewable energy generation depending on the needs of the grid.

## **STATE STREET PROJECT AT PURDUE**

Team member Plenary has unique experience collaborating with University's in the US developing their transportation Infrastructure. The State Street Redevelopment Project undertaken with Purdue University, for example, reimagined the main thoroughfare through campus and promoted integration with the surrounding community through enhanced focus on pedestrian, business, and transportation needs. The State Street project won American Institute of Engineers 2019 Complete Streets Award, the American Public Works 2019 Project of the Year Award, and American Road & Transportation Builders Association's 2020 Community Impact Award.

**LONG-TERM LEASE AND CONCESSION AGREEMENT FOR  
THE UNIVERSITY OF IDAHO UTILITY SYSTEM**

dated as of

November \_\_, 2020

by and between

THE REGENTS OF THE UNIVERSITY OF IDAHO

and

SACYR PLENARY UTILITY PARTNERS IDAHO LLC

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**LONG-TERM LEASE AND CONCESSION AGREEMENT FOR  
THE UNIVERSITY OF IDAHO UTILITY SYSTEM**

THIS LONG-TERM LEASE AND CONCESSION AGREEMENT FOR THE UNIVERSITY OF IDAHO UTILITY SYSTEM (this “Agreement”) is made and entered into as of this \_\_\_ day of November, 2020 by and between The Regents of the University of Idaho (the “University”) and SACYR PLENARY UTILITY PARTNERS IDAHO LLC, a Delaware limited liability company (the “Concessionaire”).

**RECITALS**

WHEREAS, the University has established a Utility System (as defined herein) and owns or leases (as applicable) the Utility Facilities and the Utility System Assets (both, as defined herein); and

WHEREAS, pursuant to Article IX, Section 10 of the Constitution of the State of Idaho, and Idaho Code Section 33-2801 et seq., the University is authorized to enter into the Transaction; and

WHEREAS, the University, as part of the procurement process described in the University of Idaho P3 Utility System Transaction Request for Proposal Submission dated June 26, 2020 (as amended or modified, the “Request for Proposals”) has selected the Concessionaire as the winning bidder for the long-term lease and concession of the Utility System as described herein based on the Concessionaire’s performance in relation to the evaluation criteria established by the University; and

WHEREAS, the Concessionaire desires to lease the Utility Facilities and the Utility System Land from the University and receive an exclusive grant from the University to operate, maintain, possess, control and improve the Utility System for the Term (as defined herein) of this Agreement, all as hereinafter provided; and

WHEREAS, the University has determined that the engagement of the Concessionaire under this Agreement will, among other things, further its energy efficiency and sustainability goals, provide a mechanism for capital improvements as needed, permit the more efficient operation of the Utility System, and advance the overall educational purposes of the University, and, therefore, desires to lease the Utility Facilities and the Utility System Land to the Concessionaire and provide the Concessionaire the exclusive right to operate, maintain, possess, control and improve the Utility System for the Term of this Agreement, all as hereinafter provided; and

WHEREAS, the Concessionaire agrees to lease the Utility Facilities and to operate, maintain, possess, control and improve the Utility System in accordance with the provisions of this Agreement, including the Performance Standards (as defined herein); and

WHEREAS, the Concessionaire agrees to provide the Utility Services (as defined herein) to the University and to engage in the Utility System Operations pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the promises, the mutual covenants, representations, warranties and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties (as defined herein) covenant and agree as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

**Section 1.1. Definitions.** Unless otherwise specified or the context otherwise requires, for the purposes of this Agreement the following terms have the following meanings:

“AA-Compensation” has the meaning ascribed thereto in Section 14.1(b).

“AA-Dispute Notice” has the meaning ascribed thereto in Section 14.1(c).

“AA-Notice” has the meaning ascribed thereto in Section 14.1(c).

“AA-Preliminary Notice” has the meaning ascribed thereto in Section 14.1(c).

“AAA” means the American Arbitration Association.

“Actual Knowledge of the University” means the actual, current knowledge of the University’s Vice President for Finance and Administration or the University’s Assistant Vice President, Facilities on any date which a relevant representation or warranty is made, with the duty for each of the foregoing to inquire of his or her direct reports within 5 Business Days prior to the date of such representation or warranty regarding the relevant matter, but without any other duty of inquiry or investigation.

“Additional Coverages” has the meaning ascribed thereto in Section 13.3(m).

“Adjusted for Inflation” means adjusted by the arithmetic average of the percentage increases, if any, or decreases, if any, in the CPI Index during the most recent adjustment period as specified herein.

“Adverse Action” has the meaning ascribed thereto in Section 14.1(a).

“Affiliate”, when used to indicate a relationship with a specified Person, means a Person that, directly or indirectly, through one or more intermediaries (i) has a 50% or more voting or economic interest in such specified Person or (ii) controls, is controlled by or is under common control with (which shall include, with respect to a managed fund or trust, the right to direct or cause the direction of the management and policies of such managed fund or trust as manager, advisor, supervisor, sponsor or trustee pursuant to relevant contractual arrangements) such specified Person, provided that a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise (for purposes of this definition, a managed fund or trust shall be deemed to be an Affiliate of the Person managing, supervising, sponsoring or advising such fund or trust and a limited partner in a

managed fund or trust shall be deemed to be an Affiliate of such fund or trust and of the Person managing, supervising, sponsoring or advising such fund or trust).

“Agreement” has the meaning ascribed thereto in the preamble hereto (including all Schedules referred to herein), as amended from time to time in accordance with the terms hereof.

“Annual Savings” has the meaning ascribed thereto in Section 7.1(c).

“Annual Savings Incentive” has the meaning ascribed thereto in Section 7.1(c).

“Approved Five-Year Plan” means the Five-Year Plan then in effect pursuant to Section 7.2.

“Approval”, “Approved”, “Approves”, “Approved by the University” and similar expressions mean approved or consented to by the University in accordance with the provisions of Section 1.15.

“Arboretum Well” means the parcel identified on Part 1 of Schedule 3 as the “Well” adjacent to building #085 and associated improvements installed therein.

“Assignment and Assumption Agreement” has the meaning ascribed thereto in Section 19.8(c).

“Assumed Liabilities” has the meaning ascribed thereto in Section 3.2(d).

“Audit and Review” and similar expressions mean, with respect to any matter or thing relating to the Utility System, the Utility System Operations or this Agreement, the performance by or on behalf of the University of such reviews, investigations, inspections and audits relating to such matter or thing as the University may reasonably determine to be necessary in the circumstances, conducted in each case in accordance with Prudent Industry Practices, if any, or as required by Law, and in accordance with the provisions of this Agreement.

“Authorization” means any approval, certificate of approval, certification, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, permit, franchise, notarization or other requirement of any Person that applies to the Utility System or is reasonably required from time to time for the Utility System Operations, including any of the foregoing issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any applicable Law.

“Bank Rate” means SOFR (or any successor rate thereto) as reported in the *Wall Street Journal* (or any successor thereof).

“Baseline Capped O&M Costs” means, for a Fiscal Year (the “Relevant Fiscal Year”), Capped O&M Index for the first Fiscal Year during the Term, but excluding the costs and expenses attributable to payroll and benefits due to employees that were engaged in the operations and maintenance of the Utility System, (a) adjusted for inflation calculated by reference to the applicable CPI Index in each subsequent Fiscal Year up to and including the Relevant Fiscal Year and (b) increased by the forecasted annual operations and maintenance costs during the Relevant

Fiscal Year which are attributable to all Approved Capital Improvements and Material Changes that have been brought into service at any time prior to the end of the Relevant Fiscal Year (to the extent that such forecasted costs were included in the Approval for such New Approved Capital Improvements or Material Changes, as applicable), *provided* that the foregoing shall be calculated in accordance with the illustrative example set out in Exhibit A of Schedule 5.

“Bid Date” means October 14, 2020.

“Breakage Costs” means any breakage costs, make-whole premium payments, termination payments or other prepayment amounts (including debt premiums and interest rate hedge termination costs) that are required to be paid by the Concessionaire with respect to Leasehold Mortgage Debt as a result of the early repayment (including, following acceleration) of such Leasehold Mortgage Debt prior to its scheduled maturity date.

“Business Day” means any Day that is neither a Saturday, a Sunday nor a Day observed as a holiday by the University; provided, that solely with respect to the timing of any payment obligation under this Agreement, a Business Day shall also not be a Day on which banks that are members of the United States federal reserve system are permitted or required to be closed.

“Campus-Wide Permits” means the Authorizations set forth on Schedule 18, as each may be extended, renewed, modified or replaced.

“Capital Improvement” means any improvement to or replacement or expansion of the components of the Utility Facilities, Tunnels or Shared Spaces that is capital in nature, as determined in accordance with GAAP.

“Capital Recovery Amount” has the meaning ascribed thereto in Schedule 5.

“Capped O&M Ceiling” has the meaning ascribed thereto in Schedule 5.

“Capped O&M Costs” means the following specifically identified out-of-pocket operating and maintenance costs and expenses incurred by the Concessionaire (which costs and expenses shall include payments due and payable by the Concessionaire to the Operator or other Contractors pursuant to an Operating Agreement or similar agreement) or the Operator in operating the Utility System and complying with their respective obligations under this Agreement, without duplication: (i) the charges as described in Section 3.9(a); (ii) the professional expenses, salaries, employee benefits and bonuses paid or granted to employees and contractors of the Concessionaire or the Operator to perform any of the Utility System Operations and including the costs of issuing and administering requests for proposals in connection with the procurement of subcontractors; (iii) the cost of the supplies (other than Supplies) reasonably necessary to possess, control, operate and manage the Utility System and used exclusively in connection therewith, specifically, (1) office supplies, (2) motor vehicle supplies, (3) safety supplies, (4) uniforms, (5) computer supplies, (6) telecommunication equipment, (7) measuring and testing equipment and instruments, (8) radios, pagers, cell phones and similar communication equipment, (9) gas containers and (10) hand tools; (iv) postage and delivery charges; (v) long-distance and local telephone call charges; (vi) internet access charges; (vii) repair and maintenance of any of the Utility System Assets or Utility Facilities to the extent incurred in accordance with Prudent Industry Practices (including, for the avoidance of doubt, the cost to dispose of ash and other waste products generated by the Utility

System Operations); (viii) legal fees directly related to the operation of the Utility System and specifically excluding legal fees associated with the negotiation of this Agreement or the Trademark License Agreement, any amendment or modification thereto or any dispute with the University in connection with this Agreement, the Trademark License Agreement, the Utility System Operations or the Transaction; (ix) design, energy auditing and engineering services (other than in connection with any University Directive); (x) janitorial services for the Utility Facilities; (xi) seminar and training costs for employees of the Concessionaire or the Operator; (xii) service vehicles exclusively used in the performance of Utility System Operations; (xiii) insurance charges for the insurance that the Concessionaire is required to carry pursuant to Article 13; (xiv) lease and rental charges other than any payments paid by the Concessionaire to the University for the lease of the Utility System; (xv) the costs of performing inspections required by the Performance Standards; (xvi) the costs incurred in connection with utility coordination pursuant to Section 3.9(b); (xvii) the costs of compliance with the Campus-Wide Permits to the extent applicable to the Utility System; (xviii) other selling, general and administrative expenses but only to the extent that such expenses would be properly included in a cost of service rate regulated by the Federal Energy Regulatory Commission and are not specifically identified as Uncapped O&M Costs; (xix) payments to the Operator pursuant to the agreement between the Concessionaire and the Operator to operate the Utility System pursuant to this Agreement (including, for the avoidance of doubt, any operator fee payable to the Operator under such operating agreement, subject to the limitations set forth in Section 3.3); (xx) the costs for the Operator to be a member of any regulatory program, to the extent required by Law or this Agreement; (xxi) the costs for any Authorizations for the Concessionaire or Operator to perform the Utility System Operations, to the extent required by Law including those costs paid to the University for an Authorization that the University uses to pay the applicable Governmental Authority; (xxii) the professional fees and expenses relating to the preparation of audited financial statements of the Concessionaire for purposes of Section 8.1(c); (xxiii) the cost and expense paid to the applicable Credit Rating Agency for maintaining the credit rating required by Section 3.6 (provided that, for the first 3 Fiscal Years (and any partial Fiscal Year) after Closing, this cost shall be treated as Uncapped O&M Costs and shall not be included in the calculation of the Capped O&M Index, and after such period will be added to the Capped O&M Index in accordance with Section 3.6); and (xxiv) the costs incurred to comply with Section 3.22 (other than any Capital Improvements, which shall be subject to Article IV); provided that, in no event, shall Capped O&M Costs include any costs or expenses incurred by the Concessionaire or the Operator that result from the negligence or willful misconduct of, or violation of applicable Law by, the Concessionaire or the Operator.

“Capped O&M Index” has the meaning ascribed thereto in Schedule 5.

“Cash Deposit” has the meaning ascribed thereto in Section 2.3(a).

“Casualty Cost” has the meaning ascribed thereto in Section 13.4(a)(ii).

“Change in Control” means, with respect to any Person, whether accomplished through a single transaction or a series of related or unrelated transactions and whether accomplished directly or indirectly, any of (i) a change in ownership so that 50% or more of the direct or indirect voting or economic interests in such Person is transferred to a Person or group of Persons acting in concert, (ii) the power directly or indirectly to direct or cause the direction of management and policy of such Person, whether through ownership of voting securities, by contract, management



agreement, or common directors, officers or trustees or otherwise, is transferred to a Person or group of Persons acting in concert or (iii) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of such Person; provided, however, that notwithstanding anything to the contrary set forth in this definition, none of the following shall constitute a Change in Control for the purposes of this Agreement:

- (a) Transfers of direct or indirect ownership interests in the Concessionaire between or among Persons that are majority-owned Affiliates of each other or Persons who are under common control, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise;
- (b) Transfers of equity of the Concessionaire or of the direct or indirect owners of the Concessionaire pursuant to bona fide open market transactions on the New York Stock Exchange, NASDAQ, London Stock Exchange, Toronto Stock Exchange or comparable U.S. or foreign securities exchange, including any such transactions involving an initial or “follow on” public offering of direct or indirect equity holders of the Concessionaire; provided that no Person (that is not an Equity Participant or its beneficial owner having ownership interests in the Concessionaire as of the date hereof) or group of Persons acting in concert (that is not an Equity Participant or its beneficial owner having ownership interests in the Concessionaire as of the date hereof) acquires securities such that such Person or group of Persons beneficially owns more than 50% of the publicly traded securities of the Concessionaire;
- (c) Transfers of direct or indirect ownership interests in the Concessionaire by any Equity Participant or its beneficial owners to any Person so long as the Equity Participants or their respective beneficial owners having ownership interests in the Concessionaire as of the date hereof together retain, in the aggregate, (1) 50% or more of the direct or indirect voting or economic interests in the Concessionaire or (2) the power to directly or indirectly direct or cause the direction of management and policy of the Concessionaire, whether through ownership of voting securities, contract or management agreement or common directors, officers or trustees or otherwise;
- (d) Any change of ownership that is attributable to a lease, sublease, concession, management agreement, operating agreement or other similar arrangement that is subject and subordinate in all respects to the rights of the University under this Agreement so long as (1) no Change in Control occurs with respect to the Concessionaire, and (2) the Concessionaire remains obligated under this Agreement;
- (e) The creation of a trust or any other transaction or arrangement that is solely a transfer of all or part of the Concessionaire’s economic interest under this Agreement to another entity so long as (1) no Change in Control occurs with respect to the Concessionaire, and (2) the Concessionaire remains obligated under this Agreement;



- (f) Transfers of direct or indirect ownership interests in the Concessionaire (1) between or among investment funds, including funds that invest in infrastructure, and investors therein; provided that, following such Transfer, such direct or indirect ownership interests remain under the same common ownership, management or control as existed prior to such Transfer, or (2) from investment funds, including infrastructure funds, or investors therein, to any Person; provided that such direct or indirect ownership interests, following the consummation of such Transfer, remain under the same management or control that existed prior to such Transfer, it being understood that ownership interests shall be deemed to be controlled by a Person if controlled in any manner whatsoever that results in control in fact, whether directly or indirectly, and whether through share ownership, a trust, a contract or otherwise; and
- (g) Mergers between an Equity Participant and a third party, provided that, immediately prior to such merger, the equity interests of both parties are publicly traded in open market transactions on the New York Stock Exchange, NASDAQ, London Stock Exchange, Toronto Stock Exchange or comparable U.S. or foreign securities exchange.

“Chilled Water Tank (Thermal Energy Storage)” means the building identified as building #748 on Part 1 of Schedule 3 and associated improvements installed therein that is currently used for the storage of 2.0 million gallons chilled water supporting commonly known as the “Thermal Energy Storage Tank (TES),” which stores chilled water that is in turn distributed across the University Campus through the General Chilled Water Portion of the Utility System (as defined in Schedule 15).

“Chip Facility Scale House” means the building identified as building #761 on Part 1 of Schedule 3 and associated improvements installed therein.

“Chip Storage/Drying Facility” means the building identified as building # 758 on Part 1 of Schedule 3 and associated improvements installed therein.

“Claim” means any demand, action, cause of action, suit, proceeding, arbitration, claim, judgment or settlement or compromise relating thereto which may give rise to a right to a payment obligation under Section 12.1 or Section 12.2.

“Closing” has the meaning ascribed thereto in Section 2.2(a).

“Closing Consideration” has the meaning ascribed thereto in Section 2.1.

“Closing Date” has the meaning ascribed thereto in Section 2.2(a).

“Closing Deposit” has the meaning ascribed thereto in Section 2.3(a).

“Closing Period” means the period between the date hereof up to the Time of Closing.

“Code” means the Internal Revenue Code of 1986, as amended from time to time. Any reference in this Agreement to a particular provision of the Code shall be interpreted to include a reference to any corresponding provision of any successor statutes.

“Comparable Utility Systems” means with respect to any component of the Utility System, a utility system producing and/or delivering any of the Utilities (whether privately or publicly owned) that is located at a large university, is used in connection with providing such utility services to such university, its employees, customers and visitors and is reasonably comparable to the relevant component of the Utility System in terms of physical structure, capacity, utilization and the nature of the services provided, provided that the University and the Concessionaire may designate by written agreement one or more utility systems as “Comparable Utility Systems”.

“Compensation Calculation Date” means (i) every 3rd June 30 during the Term, commencing as of June 30, 2024, (ii) the date of removal of the Operator pursuant to Section 3.3(c)(ii), (iii) the first June 30 after any date on which one Party notifies the other Party that it, in good faith, believes that the Concession and KPI Compensation Balance would exceed \$1,000,000 if calculated on the date of such notice and (iv) the End Date.

“Compensation Calculation Measuring Period” means (i) with respect to the first Compensation Calculation Date, the period commencing on (a) the Closing Date, for Concession Compensation and (b) the Day immediately following the Post-Closing Transition Period, for KPI Compensation, and, in each case expiring on such Compensation Calculation Date, and (ii) with respect to each subsequent Compensation Calculation Date, the period between such Compensation Calculation Date and the immediately preceding Compensation Calculation Date.

“Compensation Event” means (i) subject to Article 5, the Concessionaire’s compliance with or the implementation of any University Directive or any modified or changed Performance Standard subject to Section 6.3(b), provided that it shall not be a Compensation Event if the costs or reduction in revenue incurred in connection therewith will be recovered by the Concessionaire pursuant to the calculation and payment of the Utility Fee; (ii) the occurrence of an Adverse Action; (iii) the occurrence of an event causing a delay described in the definition of “Delay Event” but only to the extent that the Utility Fee is reduced by a Delay Event caused by such event pursuant to Section 15.1(c); (iv) the occurrence of those certain events described under Section 3.7(a) and Section 3.7(e) which are expressly identified as requiring the payment of Concession Compensation; (v) the University distributing or permitting any third party to distribute on the University Campus, any Utility, except as permitted by Section 3.21; (vi) the Concessionaire incurring any Losses as a result of failing to obtain, or being unreasonably delayed in obtaining, or failing to promptly renew or maintain in good standing, an Authorization from the University that is necessary to comply with Law, despite the Concessionaire’s use of its reasonable best efforts to obtain, promptly renew or maintain in good standing such Authorization, and such failure or delay could not have been reasonably prevented by commercially reasonable technical, scheduling or other measures of the Concessionaire; (vii) any action of the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission or their successors, that subjects the Concessionaire to such agency’s regulatory jurisdiction due solely to the Utility System Operations performed in accordance with this Agreement and has a material adverse effect on the fair market value of the Concessionaire Interest (whether as a result of a decrease in the Utility Fee or other revenues or increased expenses that cannot be recovered pursuant to this Agreement or both), except where

such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of the agency's action) or such action is otherwise permitted under this Agreement and such designation as a Compensation Event shall be the Concessionaire's sole right and remedy with respect to any action by the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission (or their successors) subjecting a Person to its jurisdiction in connection with the Utility System; (viii) the occurrence of any other event that under the terms of this Agreement expressly requires the payment of Concession Compensation or (ix) any increase in the number of University Utility System Employees from the Setting Date until the Closing Date to the extent such additional University Utility System Employees are employed by the Concessionaire or Operator immediately after the Closing Date.

"Concession Compensation" means any amount payable by the University to the Concessionaire in order to restore the Concessionaire to the same economic position the Concessionaire would have enjoyed if the applicable Compensation Event had not occurred, which amount, for any Compensation Calculation Date, shall be calculated as the sum of (i) all Losses for the applicable Compensation Calculation Measuring Period (including increased O&M Costs (which, for the avoidance of doubt, shall be regardless of the Capped O&M Ceiling) and financing costs but excluding any costs and expenses (including O&M Costs) that the Concessionaire is able to recover through the payment of the Utility Fee) plus (ii) the actual and estimated net losses of the Utility Fee for the applicable Compensation Calculation Measuring Period that is reasonably attributable to such Compensation Event; provided, however, that with respect to clause (ii), the amount of such actual and estimated net losses that may be claimed at any Compensation Calculation Date shall not exceed the amount of actual and estimated net losses of the Utility Fee suffered during, and attributable only to, such Compensation Calculation Measuring Period (including the inability to make Capital Improvements that the University had Approved); provided, further, that with respect to clause (ii), the amount of such actual and estimated net losses reasonably attributable to such Compensation Event and suffered during, and attributable only to, a future Compensation Calculation Measuring Period may be claimed as Concession Compensation for such future Compensation Calculation Measuring Period only during such future Compensation Calculation Measuring Period in accordance with Article 15. Concession Compensation, if any, shall be paid in accordance with Article 15 and shall not be subject to any limitations on the amount of the Utility Fee including the Capped O&M Ceiling. If the Concessionaire elects to provide its own capital for a Capital Improvement with respect to compliance with any Compensation Event that is not recoverable by the Concessionaire pursuant to the Utility Fee, then the Concession Compensation, shall, in addition to the components described above, take into account a return on such capital equal to the Return on Equity Factor.

"Concession and KPI Compensation Balance" means, at each Compensation Calculation Date, (i) Concession Compensation due and payable with respect to such Compensation Calculation Measuring Period pursuant to the terms of this Agreement less (ii) the sum of all KPI Compensation due and payable with respect to such Compensation Calculation Measuring Period pursuant to the terms of this Agreement, plus (iii) the Concession and KPI Compensation Balance (which may be negative) for the preceding Compensation Calculation Measuring Period if carried forward pursuant to Section 15.3(e).

"Concessionaire" has the meaning ascribed thereto in the preamble to this Agreement.

“Concessionaire Default” has the meaning ascribed thereto in Section 16.1(a).

“Concessionaire Interest” means the interest of the Concessionaire in the Utility System created by this Agreement and the rights and obligations of the Concessionaire under this Agreement.

“Concessionaire Required Coverages” has the meaning ascribed thereto in Section 13.1.

“Concessionaire’s Parent” means the Person, if any, that directly owns, and only owns, 100% of the shares of capital stock, units, partnership or membership interests, other equity interests and equity securities, to the extent applicable, of the Concessionaire.

“Consent” means any approval, consent, ratification, waiver, exemption, franchise, license, permit, novation, certificate of occupancy or other authorization of any Person, including any Consent issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any applicable Law.

“Contractor” means, with respect to a Person, any contractor with whom such Person contracts to perform work or supply materials or labor in relation to the Utility System, including any subcontractor of any tier, supplier or materialman directly or indirectly employed pursuant to a subcontract with a Contractor. For the avoidance of doubt, the Operator (if other than the Concessionaire) shall be a Contractor of the Concessionaire.

“CPI Index” means the “Consumer Price Index – West Urban, All Items” (not seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, however, that if the CPI Index is changed so that the base year of the CPI Index changes, the CPI Index shall be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics; provided further, that if the CPI Index is discontinued or revised during the Term, such other index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI Index had not been discontinued or revised.

“Credit Rating Agencies” means Standard & Poor’s Rating Services, Fitch Investors Service, Inc. or Moody’s Investor Services, or their successors or Affiliates, provided that if any of the foregoing and any of their successors cease to exist, the University shall, by written notice to the Concessionaire, identify other credit rating agencies as the “Credit Rating Agencies” that, at such time, are Nationally Recognized Statistical Rating Organizations as determined and defined by the United States Securities and Exchange Commission or their equivalents.

“Day” means a calendar day, beginning at midnight in the pacific time zone of the United States coinciding with the calendar day.

“Defending Party” has the meaning ascribed thereto in Section 12.4(c).

“Delay Event” means (i) an event of Force Majeure that interrupts, limits or otherwise adversely affects the performance of the Concessionaire’s obligations hereunder or the Concessionaire’s use of all or any material part of the Utility System; (ii) a failure to obtain, or delay in obtaining, any Authorization from a Governmental Authority (provided that such failure

or delay could not have been reasonably prevented by technical and scheduling measures or other reasonable measures of the Concessionaire); (iii) the enactment of a new Law or the modification, amendment or change in enforcement or interpretation of a Law (including a change in the application or implementation thereof by any Governmental Authority) arising after the Setting Date; (iv) a delay caused by the performance of works (including the activities authorized by Section 3.7) carried out by the University or at its direction or, for purposes of Delay Events only (and not Compensation Events), by any other Person not acting under the authority or direction of the Concessionaire or the Operator; (v) a delay caused by a failure by the University to perform or observe any of its covenants or obligations under this Agreement; (vi) a delay caused by the presence in, on, under, over or around the Utility System of Hazardous Substances, which, in each case, results in or would result in a delay or interruption in the performance by the Concessionaire of any obligation under this Agreement and which Hazardous Substances were not caused to be in, on, under, over or around the Utility System by the Concessionaire, the Operator or any of their respective Representatives; (vii) a delay in providing the Utility Services caused by the failure of a third party or the University to provide any of the inputs into the Utility System that would be included in the definition of “Supplies”; (viii) subject to Section 9.4(a), a delay caused by a breach by the University of its representations and warranties set forth herein; (ix) a writ, decree or injunction that precludes or prevents the performance of the Concessionaire’s obligations hereunder or the Concessionaire’s use of all or any material part of the Utility System; (x) the discovery at or about the site of construction required or permitted to be undertaken pursuant to this Agreement of legally protected plant or animal species or archaeological, paleontological or cultural resources; or (xi) a written notice or direction from a Governmental Authority specifically requiring the Concessionaire to cease all or a material part of the Utility System Operations due to a failure to comply with applicable Law and such failure is because the Utility System Operations are not in compliance with Law due directly and primarily to the fact that the University unreasonably withheld its Approval to a Capital Improvement or Material Change that, if Approved, would have caused Utility System Operations to comply with the relevant Law to which such notice or direction from a Governmental Authority relates. For the avoidance of doubt, a Delay Event shall not include any event of which the consequence is otherwise specifically dealt with in this Agreement or arises by reason of (A) the negligence or willful misconduct of, or violation of applicable Law by, the Concessionaire, the Operator or any of their respective Representatives, (B) any act or omission by the Concessionaire or its Representatives in breach of the provisions of this Agreement, (C) any strike, labor dispute or other labor protest involving any Person retained, employed or hired by the Concessionaire or its Representatives to supply materials or services for or in connection with the Utility System Operations or any strike, labor dispute or labor protest pertaining to the Concessionaire, in all cases to the extent that such strike, dispute or protest (1) is not of general application and (2) is caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of the Concessionaire or its Representatives or (D) lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of the Concessionaire, unless such lack or insufficiency of funds or such failure is caused by another relevant Delay Event.

“Delay Event Remedy” has the meaning ascribed thereto in Section 15.1(d).

“Delay Event Remedy Dispute Notice” has the meaning ascribed thereto in Section 15.1(e).



“Delay Event Remedy Notice” has the meaning ascribed thereto in Section 15.1(e).

“Depository” means a savings bank, a savings and loan association or a commercial bank or trust company which would qualify as an Institutional Lender, designated by the Concessionaire, that enters into an agreement with the Concessionaire to serve as depository pursuant to this Agreement, provided that such Depository shall have an office, branch, agency or representative located in at least one of the City of Moscow, Idaho or the City of Boise, Idaho; provided, however, that so long as a Leasehold Mortgage is in effect, the Depository under Section 13.4 shall be the institution acting as the collateral agent or depository under the financing secured by such Leasehold Mortgage, whether or not it has an office, branch, agency or representative located in the City of Moscow, Idaho.

“DEQ” has the meaning ascribed thereto in Section 11.13.

“Designated Senior Person” means such individual or individuals who are designated as such from time to time by each Party for the purposes of Article 18 by written notice to the other Party, which may be changed at any time by written notice from such Party to the other Party. Initially, the Designated Senior Person for the University will be the University’s Vice President for Finance and Administration and the Designated Senior Persons for the Concessionaire will be Matthew Coady and Raúl Perez Lopez.

“Direct Claim” means any Claim by an Obligee against an Obligor that does not result from a Third Party Claim.

“Disclosure Schedules” means the following Schedules: Schedule 3, Schedule 6, Schedule 9, Schedule 10, Schedule 11, Schedule 12, Schedule 14, Schedule 16, Schedule 17, Schedule 18, Schedule 21, Schedule 22 and Schedule 23.

“Dispute Notice” has the meaning ascribed thereto in Section 15.3(b).

“Document” has the meaning ascribed thereto in Section 1.15(b).

“EAC” means the Energy Advisory Committee to be formed by the University to provide input to the University with respect to the operation and use of the Utility Facilities. The membership and voting procedures of the EAC shall be determined by the University, in its discretion, provided that at least one member shall be a Representative of the Concessionaire.

“Eligible Investments” means any one or more of the following obligations or securities: (i) direct obligations of, and obligations fully guaranteed by, the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America; (ii) demand or time deposits, federal funds or bankers’ acceptances issued by any Institutional Lender (provided that the commercial paper or the short-term deposit rating or the long-term unsecured debt obligations or deposits of such Institutional Lender at the time of such investment or contractual commitment providing for such investment have been rated “A” (or the equivalent) or higher by a Credit Rating Agency or any other demand or time deposit or certificate of deposit fully insured by the Federal Deposit Insurance Corporation); (iii) commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more

than one Year after the date of issuance thereof) which has been rated “A” (or the equivalent) or higher by a Credit Rating Agency at the time of such investment; (iv) any money market funds, the investments of which consist of cash and obligations fully guaranteed by the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America and which have been rated “A” (or the equivalent) or higher by a Credit Rating Agency; and (v) other investments then customarily accepted by the University in similar circumstances; provided, however, that no instrument or security shall be an Eligible Investment if such instrument or security evidences a right to receive only interest payments with respect to the obligations underlying such instrument or if such instrument or security provides for payment of both principal and interest with a yield to maturity in excess of 120% of the yield to maturity at par.

“Emergency” means (i) an Unplanned Outage or (ii) a situation that is urgent and calls for immediate action, which, if such action is not taken, is reasonably likely to result in imminent harm or physical damage to any or all of the Utility System or any Person, including the University or the Concessionaire.

“Encumbrance” means any mortgage, lien, judgment, execution, pledge, charge, security interest, restriction, easement, servitude, option, reservation, lease, claim, trust, deemed trust or encumbrance of any nature whatsoever, whether arising by operation of Law, judicial process, contract, agreement or otherwise created.

“End Date” means the date on which this Agreement expires or is terminated.

“Energy Plant” means the building identified as building #011 on Part 1 of Schedule 3 and associated improvements installed therein.

“Environment” means soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata and ambient air.

“Environmental Laws” means any Laws applicable to the Utility System or Utility System Operations regulating or imposing liability or standards of conduct concerning or relating to (i) the regulation, use or protection of human health or the Environment or (ii) the presence of or regulation, use or exposure to Hazardous Substances.

“EPA” has the meaning ascribed thereto in Section 11.13.

“Equity Participant” means any Person who holds directly any shares of capital stock, units, partnership or membership interests, other equity interests or equity securities of the Concessionaire.

“Escrow Agent” means a bank, trust company or national banking association selected by the University to hold the Cash Deposit.

“Excluded Liabilities” has the meaning ascribed thereto in Section 3.2(d).

“Facilities Equipment Storage” means the building identified as building #847 on Part 1 of Schedule 3 and associated improvements installed therein.

“Fiscal Year” means the period from July 1 to June 30, provided that if the University adjusts its fiscal year during the Term, the Fiscal Year shall be adjusted to be the same as the University’s fiscal year.

“Five-Year Plan” means the budget and plan prepared by the Concessionaire in accordance with Section 7.2 for the operation of the Utility System and performance of its obligations under this Agreement in respect of (i) the period consisting of the first partial Fiscal Year of the Term and the first 5 full Fiscal Years of the Term, (ii) any given period of exactly 5 full Fiscal Years during the Term or (iii) if fewer than 5 full Fiscal Years remain in the Term, the remaining full and partial Fiscal Years of the Term.

“Fixed Fee” has the meaning ascribed thereto in Schedule 5.

“Force Majeure” means any event beyond the reasonable control of a Party that delays, interrupts or limits the performance of the affected Party’s obligations hereunder, including an intervening act of God or public enemy, war, invasion, armed conflict, act of foreign enemy, blockade, revolution, act of terror, sabotage, civil commotions, interference by civil or military authorities, condemnation or confiscation of property or equipment by any Governmental Authority, nuclear or other explosion, radioactive or chemical contamination or ionizing radiation, fire, tornado, flooding, earthquake or other natural disaster, riot or other public disorder, vandalism, epidemic, quarantine restriction, strike, labor dispute or other labor protest, stop-work order or injunction issued by a Governmental Authority, a governmental embargo or general unavailability or interruption of supplies or products for the construction, operation, maintenance, repair, replacement and renovation of the Utility System.

“Forecast Utility Fee” has the meaning ascribed thereto in Section 7.1(a).

“GAAP” means U.S. generally accepted accounting principles, consistently applied.

“Golf Course Water Tank” means the building identified as building #683 on Part 1 of Schedule 3 and associated improvements installed therein.

“Governmental Authority” means any court, federal, state, local or foreign government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority, which shall not include the University.

“Hazardous Substance” means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, toxic substance, hazardous waste, subject waste, hazardous material or hazardous substance that is or becomes regulated by applicable Environmental Laws or which is classified as hazardous or toxic under applicable Environmental Laws (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos, lead-based paint and urea formaldehyde foam insulation).

“I Water Tank” means the building identified as building #682 on Part 1 of Schedule 3 and associated improvements installed therein.

“IFRS” means the International Financial Reporting Standards, consistently applied.



“Initial Five-Year Plan” means the Five-Year Plan in respect of the period set forth in clause (i) of the definition of “Five-Year Plan”.

“Institutional Lender” means (i) the United States of America, any state thereof or any agency or instrumentality of either of them, any municipal agency, public benefit corporation or public authority, advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of projects, (ii) any (a) savings bank, savings and loan association, commercial bank, trust company (whether acting individually or in a fiduciary capacity) or insurance company organized and existing under the laws of the United States of America or any state thereof, (b) foreign insurance company or commercial bank qualified to do business as an insurer or commercial bank as applicable under the laws of the United States of America, (c) pension fund, foundation or university or college or other endowment fund or (d) investment bank, pension advisory firm, mutual fund, investment company or money management firm, (iii) any “qualified institutional buyer” under Rule 144(A) under the Securities Act or any other similar Law hereinafter enacted that defines a similar category of investors by substantially similar terms or (iv) any other financial institution or entity designated by the Concessionaire and Approved by the University (provided that such institution or entity, in its activity under this Agreement, shall be acceptable under then current guidelines and practices of the University); provided, however, that each such entity (other than entities described in clause (iii) of this definition) or combination of such entities if the Institutional Lender shall be a combination of such entities shall have individual or combined assets, as the case may be, of not less than \$500,000,000, which shall include, in the case of an investment or advisory firm, assets controlled by it or under management.

“IRWA” has the meaning ascribed thereto in Section 3.3(e).

“Key Performance Indicators” means those requirements and standards for the operation of the Utility System as set forth on Schedule 15.

“KPI Compensation” means the amount of compensation due from the Concessionaire to the University for a KPI Event, which amount for each KPI Event is set forth in Schedule 15.

“KPI Event” has the meaning set forth in Schedule 15, unless such KPI Event is due to a Delay Event, a Compensation Event, a breach of this Agreement by the University, the negligence or willful misconduct of the University or its Representatives, grantees, tenants, contractors, mortgagees, licensees, concessionaires and others claiming by, through, or under the University, or otherwise excused pursuant to this Agreement.

“Law” means any order, writ, injunction, decree, judgment, law, ordinance, decision, opinion, ruling, policy, statute, code, rule or regulation of any Governmental Authority.

“Leasehold Mortgage” means any lease, indenture, mortgage, deed of trust, pledge or other security agreement or arrangement, including a securitization transaction with respect to the Utility Fee or any part thereof, encumbering any or all of the Concessionaire Interest or the shares or equity interests in the capital of the Concessionaire and any of its subsidiaries or any cash reserves or deposits held in the name of the Concessionaire, in each case that satisfies all of the conditions in Section 3.6 and Section 19.1.

“Leasehold Mortgage Debt” means any bona fide debt (including principal, accrued interest, original issue discount and customary lender or financial insurer, agent and trustee fees, costs, premiums, expenses, indemnities and reimbursement obligations (whether liquidated or contingent) with respect thereto, and including all payment obligations under interest rate hedging agreements with respect thereto and reimbursement obligations with respect thereto to any financial insurer) and/or an assignment in connection with a securitization transaction secured by a Leasehold Mortgage relating to the Utility System and granted to a Person pursuant to an agreement entered into prior to the occurrence of any Adverse Action, University Default or any event of termination, cancellation, rescinding or voiding referred to in Section 16.4 giving rise to the payment of amounts for or in respect of termination under this Agreement. For the purposes of determining the Utility System Concession Value, Leasehold Mortgage Debt shall not include (i) debt from an Affiliate of the Concessionaire or the Operator, unless such debt is on terms consistent with terms that would reasonably be expected from a non-Affiliate lender acting in good faith and otherwise complies with the requirements of Leasehold Mortgage Debt set forth above; (ii) any increase in debt to the extent such increase is the result of an agreement or other arrangement entered into after the Concessionaire was aware (or should have been aware, using reasonable due diligence) of the prospective occurrence of an event giving rise to the payment of the Utility System Concession Value; or (iii) any debt with respect to which the Leasehold Mortgagee did not provide the University with notice of its Leasehold Mortgage in accordance, in all material respects, with the Leasehold Mortgagee Notice Requirements.

“Leasehold Mortgagee” means the holder or beneficiary of a Leasehold Mortgage or a trustee or agent acting on behalf of such holder or beneficiary, including the Lessor in a lease or Leveraged Lease.

“Leasehold Mortgagee Notice Requirements” means the delivery by a holder or beneficiary of a Leasehold Mortgage to the University, not later than 10 Days after the execution and delivery of such Leasehold Mortgage by the Concessionaire, of a true and complete copy of the executed original of such Leasehold Mortgage, together with a notice containing the name and post office address of the holder of such Leasehold Mortgage, which may be an agent on behalf of the provider of the Leasehold Mortgage Debt.

“Leasehold Mortgagee’s Notice” has the meaning ascribed thereto in Section 19.7(a).

“Lessor” means a Leasehold Mortgagee that has purchased all or a portion of the Concessionaire Interest and leased that interest in the Concessionaire Interest to the Concessionaire.

“Letter of Credit” means a committed, irrevocable, unconditional, commercial letter of credit, in favor of the University, in form and content reasonably acceptable to the University, payable in U.S. dollars upon presentation of a sight draft and a certificate confirming that the University has the right to draw under such letter of credit in the amount of such sight draft, without presentation of any other Document, which letter of credit (i) is issued by a commercial bank or trust company that is a member of the New York Clearing House Association or the Clearing House Interbank Payments System and that has a current credit rating of A-2 or better by Standard & Poor’s Ratings Services and an equivalent credit rating by another Credit Rating Agency (or such other commercial bank or trust company reasonably acceptable to the University and

Approved by the University prior to the submission of the letter of credit) or such other commercial bank or trust company that is Approved by the University, and (ii) provides for the continuance of such letter of credit for a period of at least one Year or as otherwise provided in this Agreement. The office for presentment of sight drafts specified in the Letter of Credit shall be located (a) at a specified street address within at least one of the City of Moscow, Idaho or the City of Boise, Idaho or other location acceptable to the University or (b) at a facsimile number located within the United States.

“Leveraged Lease” means a lease, sublease, concession, management agreement, operating agreement or other similar arrangement in which the Lessor has borrowed a portion of the purchase price of the interest in the Concessionaire Interest acquired by the Lessor and granted to the lenders of those funds a security interest in that interest.

“Loss” means, with respect to any Person, any loss, claim, liability, damage, penalty, amount paid pursuant to a settlement, charge or out-of-pocket and documented cost or expense (including fees and expenses of counsel and any Tax losses) actually suffered or incurred by such Person but excluding any punitive, special, exemplary, indirect and consequential damages and any contingent liability until such liability becomes actual, except, for the avoidance of doubt, to the extent the same are part of a Third Party Claim pursuant to Article 12 (provided that, for the avoidance of doubt, an actual loss, claim, liability, damage of any Contractor or Representative of the Concessionaire and for which the Concessionaire is liable subject only to receiving payment in respect thereof from the University, shall not be treated as a contingent liability for this purpose).

“Main Campus” means the portion of the University Campus depicted on Schedule 21.

“Major KPI Event” means a KPI Event which obligates the Concessionaire to pay KPI Compensation to the University, with respect to that KPI Event only, in an amount equal to the greater of (i) \$1,000,000 and (ii) 10% of the Utility Fee.

“Material Adverse Effect” means a material adverse effect (after taking into account contemporaneous material positive effects) on the business, operations, financial condition or results of operations of the Utility System taken as a whole or on the ability of the University to consummate the Transaction or perform any material obligation hereunder; provided, however, that no effect arising out of or in connection with or resulting from any of the following shall be deemed, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii) financial, banking, currency or capital markets fluctuations or conditions (either in the United States of America or any international market and including changes in interest rates); (iii) conditions affecting the financial services or utility industries generally; (iv) any existing event or occurrence of which the Concessionaire has actual knowledge as of the Setting Date; (v) any action, omission, change, effect, circumstance or condition contemplated by this Agreement or attributable to the execution, performance or announcement of this Agreement or the Transaction (except for any litigation relating thereto or to this Agreement (or the matters contemplated herein)); and (vi) negligence, intentional misconduct or bad faith of the Concessionaire or its Representatives.

“Material Change” means any material change in the dimensions, character, quality or location of any part of the Utility System that would not be considered Capital Improvements.

“Maximum Annual Operator Fee” has the meaning ascribed thereto in Section 3.3(e).

“McClure Hall Space” means the portion of the building identified as building #110 on Part 1 of Schedule 3 and associated improvements installed therein, which portion is more particularly identified on Part 2 of Schedule 3.

“Memorandum of Lease” has the meaning ascribed thereto in Section 2.8.

“New Agreement” has the meaning ascribed thereto in Section 19.5(a).

“New Approved Capital Improvement” has the meaning ascribed thereto in Schedule 5.

“New Approved Capital Improvement Cost” has the meaning ascribed thereto in Schedule 5.

“Non-Recurring Savings” means a reduction in the Capped O&M Index for a particular Fiscal Year that is the direct result of significant unusual or infrequently occurring items, as determined in accordance with GAAP or the timing by which recurring Capped O&M Costs are incurred.

“North Farm” means the portion of the University Campus depicted on Schedule 22.

“Notice Period” has the meaning ascribed thereto in Section 12.4(b).

“O&M Costs” means, in the aggregate, the Capped O&M Costs and the Uncapped O&M Costs.

“Obligation Payment” has the meaning ascribed thereto in Section 12.7.

“Obligee” means any Person entitled to the benefit of a payment obligation under Article 12.

“Obligor” means any Person obligated to meet a payment obligation under Article 12.

“Offsets” has the meaning ascribed thereto in Section 12.11(a).

“Ongoing Utility System Projects” means those projects that the University is undertaking with respect to the Utility System that are listed on Schedule 11, provided that the University may, if it completes any such projects prior to the Time of Closing, provide the Concessionaire notice thereof and amend Schedule 11 accordingly.

“Operating Agreement” means any material agreement, contract or commitment to which the Concessionaire is a party or otherwise relating to the Utility System Operations as in force from time to time (including any warranties or guaranties), but excluding any Leasehold Mortgage and financing documents related thereto.

“Operating Agreements and Plans” has the meaning ascribed thereto in Section 3.11(a).

“Operations Plan” has the meaning ascribed thereto in Schedule 2.

“Operator” has the meaning ascribed thereto in Section 3.3(a).

“Operator Evaluation Period” means, as applicable, (i) the period commencing on the Day immediately following the Post-Closing Transition Period and ending on the 5-year anniversary thereof or (ii) each subsequent 5-year period after the period described in clause (i). For the avoidance of doubt, such 5-year periods are fixed periods, rather than rolling periods.

“Party” means a party to this Agreement and “Parties” means both of them.

“Performance Standards” means the standards, specifications, policies, procedures and processes that apply to the operation of, maintenance of, rehabilitation of and Capital Improvements to the Utility System set forth in Schedule 2 and its appendices (as may be modified pursuant to the terms hereof), including any plans submitted by the Concessionaire to the University as required therein. To the extent that any term or provision set forth in Schedule 2 or incorporated by reference in Schedule 2 conflicts with any term or provision specified in this Agreement, then such term or provision of this Agreement shall govern and shall supersede any such conflicting term or provision.

“Permitted Concessionaire Encumbrance” means, with respect to the Concessionaire Interest: (i) any Encumbrance that is being contested in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (ii) any (A) lien or security interest for obligations not yet due and payable to a Contractor or other Person, (B) statutory lien, deposit or other non-service lien or (C) lien, deposit or pledge to secure mandatory statutory obligations or performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or for purposes of like general nature, any of which are incurred in the ordinary course of business of all or any part of the Utility System Operations and are either (x) not delinquent or (y) which are being contested, or being caused to be contested, by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen’s, mechanics’, workmen’s, repairmen’s, employees’, carriers’ or warehousemen’s liens or other like Encumbrances arising in the ordinary course of business of all or any part of the Utility System or the Concessionaire’s performance of any of its rights or obligations hereunder, and either (A) are not delinquent or (B) are being contested by the Concessionaire in accordance with Section 3.5(a) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iv) any right reserved to or vested in any Governmental Authority or the University by any statutory provision or under common law (it being understood and agreed that nothing in this clause (iv) shall limit or otherwise affect the University’s obligations or the Concessionaire’s rights hereunder); (v) any other Encumbrance permitted hereunder (including any Leasehold Mortgage (and financing statements or other means of perfection relating thereto)); (vi) liens incurred in the ordinary course of business in connection with workers’ compensation, unemployment insurance, social security and other governmental rules and that do not in the aggregate materially impair the use, value or operation of the Utility System; (vii) any Encumbrances created, incurred, assumed or suffered to exist by the University or any Person claiming through the University; (viii) any Encumbrance, security interest or pledge imposed upon the Concessionaire and any Affiliate as to the Concessionaire’s and any Affiliate’s assets arising from borrowings, financings, leases or similar transactions in the ordinary course of business; (ix) any Encumbrances in existence as of the Closing not caused by the Concessionaire, the Operator or any of their respective

Representatives; and (x) any amendment, extension, renewal or replacement of any of the foregoing.

“Permitted University Encumbrance” means: (i) the Concessionaire Interest; (ii) any Encumbrance that is being contested, or being caused to be contested, by the University in accordance with Section 3.5(b) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iii) inchoate materialmen’s, mechanics’, workmen’s, repairmen’s, employees’, carriers’ or warehousemen’s liens or other like Encumbrances arising in the University’s performance of any of its rights or obligations hereunder, and either (A) are not delinquent or (B) are being contested, or are being caused to be contested, by the University in accordance with Section 3.5(b) (but only for so long as such contest effectively postpones enforcement of any such Encumbrance); (iv) any easement, covenant, condition, right-of-way or servitude (or other similar reservation, right and restriction) or other defects and irregularities in the title to the applicable assets that do not materially interfere with the Utility System Operations or the rights and benefits of the Concessionaire under this Agreement or materially impair the value of the Concessionaire Interest from and after the Closing Date; (v) any zoning, building, environmental, health, safety or other Law; (vi) the police and regulatory powers of the State of Idaho, City of Moscow, Idaho and Latah County, Idaho with respect to the Utility System, and the regulation of the use of the Public Way (it being understood and agreed that nothing in this clause (vi) shall prevent any exercise of such powers being an Adverse Action if it meets the definition thereof); (vii) any right reserved to or vested in any Governmental Authority by any statutory provision or under common law (it being understood and agreed that nothing in this clause (vii) shall prevent any exercise of such right being an Adverse Action if it meets the definition thereof); (viii) any other Encumbrance permitted hereunder; (ix) any Encumbrances created, incurred, assumed or suffered to exist by the Concessionaire or any Person claiming through it (provided that this shall not grant the Concessionaire, or any Person claiming through the Concessionaire, the right to create, incur, assume or suffer to exist any such Encumbrance unless otherwise expressly contemplated herein); (x) any rights reserved to or vested in the University by any statutory provision (it being understood and agreed that nothing in this definition shall limit or otherwise affect the University’s obligations or the Concessionaire’s rights hereunder); (xi) any of the Encumbrances set forth on Schedule 10; and (xii) any amendment, extension, renewal or replacement of any of the foregoing.

“Person” means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority, including the University.

“Post-Closing Transition Period” means the period from the Closing Date to the date that is the later of (i) June 30, 2021 and (ii) 5 months after the Closing Date, provided that the Concessionaire may terminate the Post-Closing Transition Period earlier on written notice to the University.

“Project Intellectual Property” has the meaning ascribed thereto in Section 3.11(b).



“Property Taxes” means any ad valorem property Tax attributable to the Utility System or the Concessionaire Interest, including an ad valorem tax on real property and improvements, buildings, structures, fixtures and all tangible personal property.

“Prorated Items” means all revenues, charges, costs and expenses with respect to Assumed Liabilities.

“Prudent Industry Practices” means, at a particular time, those practices, methods, standards and acts which are engaged in and generally accepted by prudent providers of services of the kind contemplated by this Agreement in the United States, taking into account practices, methods and acts in use at Comparable Utility Systems or individual utility facilities forming part of Comparable Utility Systems, life-cycle maintenance costs and considerations, and the design, engineering, construction, testing, operation and maintenance requirements set out in this Agreement, and which, in the exercise of reasonable judgment at the time the decision was made, could reasonably have been expected to achieve the desired result consistent with applicable Law, safety, reliability, efficiency and expedition. “Prudent Industry Practices” is not intended to be limited to the optimum practice or method to the exclusion of all others, but rather to be a spectrum of reasonable practices, methods, standards and acts.

“Public Way” means the streets, alleys, driveways and sidewalks owned by the University.

“Pump House 3” means the building identified as building #70 on Part 1 of Schedule 3 and associated improvements installed therein.

“Pump House 4” means the building identified as building #089 on Part 1 of Schedule 3 and associated improvements installed therein.

“Pump House 9” means the building identified as building #407 on Part 1 of Schedule 3 and associated improvements installed therein.

“Quarter” means each calendar quarter of each Fiscal Year of the Term.

“Reclaimed Water Chlorination Building” means the building identified as building # 771 on Part 1 of Schedule 3 and associated improvements installed therein.

“Reconciliation Statement” has the meaning ascribed thereto in Section 7.1(b).

“Record Retention Policy” has the meaning ascribed thereto in Section 3.12(a).

“Recovery Period” means a period for each New Approved Capital Improvement, commencing at the beginning of the Fiscal Year following the Fiscal Year in which the applicable New Approved Capital Improvement Costs are incurred and expiring on the expiration of the 20<sup>th</sup> full Fiscal Year following the commencement of such period, or such other period as agreed by the University and the Concessionaire as part of the University’s Approval of the applicable New Approved Capital Improvement, over which the Concessionaire shall recover the cost of that New Approved Capital Improvement in the Utility Fee pursuant to Schedule 5, as such period may be adjusted pursuant to Section 4.3.



“Release” means depositing, spilling, leaking, pumping, pouring, emitting, discarding, abandoning, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the Environment.

“Relevant Fiscal Year” has the meaning ascribed thereto in the definition of “Baseline Capped O&M Costs.”

“Repetitive Failure” means a Repetitive Non-Major KPI Event or a Repetitive Performance Standards Failure.

“Repetitive Non-Major KPI Event” means, during any given Operator Evaluation Period, the occurrence of a KPI Event for a particular Key Performance Indicator 3 or more times during such Operator Evaluation Period.

“Repetitive Performance Standards Failure” means, during any given Operator Evaluation Period, the failure to comply with or to meet a distinct requirement of the Performance Standards (provided that the University shall have provided separate written notices for each such failure) 3 or more times during such Operator Evaluation Period.

“Representative” means, with respect to any Person, any director, officer, employee, official, partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, Contractor, other Person for whom such Person is at law responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its “Representative”. For the avoidance of doubt, the Operator (if other than the Concessionaire) shall be deemed a Representative of the Concessionaire.

“Request for Proposals” has the meaning ascribed thereto in the recitals to this Agreement.

“Required Coverages” has the meaning ascribed thereto in Section 13.2.

“Restoration” has the meaning ascribed thereto in Section 13.4(a)(ii).

“Restoration Funds” has the meaning ascribed thereto in Section 13.4(a)(iii).

“Restoration Shortfall Amount” has the meaning ascribed thereto in Section 13.4(a)(iii).

“Reversion Date” means the Business Day immediately following the End Date.

“Revised Proration Statement” has the meaning ascribed thereto in Section 2.2(b)(ii).

“RJA” has the meaning ascribed thereto in Section 9.1(j).

“Schedule” means a schedule attached hereto and incorporated in this Agreement, unless otherwise expressly indicated by the terms of this Agreement.

“Securities Act” means the United States Securities Act of 1933, as amended.

“Senior Officials” has the meaning ascribed thereto in Section 3.3(c)(i)(A).

“Setting Date” means the Day that is 10 Business Days prior to the Bid Date.

“Shared Spaces” has the meaning ascribed thereto in Section 3.32.

“SOFR” means, with respect to any day, the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York’s Website.

“South Campus Chiller Plant” means the building identified as building #749 on Part 1 of Schedule 3 and associated improvements installed therein.

“Supplies” has the meaning ascribed thereto in Section 7.3(a).

“Supply Contract” has the meaning ascribed thereto in Section 7.3(a).

“Supply Costs” means all out-of-pocket costs incurred in the procurement of Supplies (including any transmission costs, riders or other similar costs reasonably necessary to procure Supplies).

“Target” has the meaning ascribed thereto in Schedule 15.

“Tax” means any federal, state, local or foreign income, gross receipts, commercial activity, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, parking, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not.

“Tax-Advantaged Bond” means any bond that is (i) a bond the interest on which is excluded from gross income for purposes of the Code, (ii) a “Build America Bond” as defined in Section 54AA of the Code, or (iii) a “qualified tax credit bond” as defined in Section 54A of the Code.

“Term” has the meaning ascribed thereto in Section 2.1.

“Termination Damages” has the meaning ascribed thereto in Section 14.2(a).

“Third Party Agreement” has the meaning ascribed thereto in Section 3.18.

“Third Party Claim” means any Claim asserted against an Obligor by any Person who is not a Party or an Affiliate of such a Party.

“Time of Closing” means 9:00 a.m. Pacific Time on the Closing Date or such other time on that date as that the University and the Concessionaire agree in writing that the Closing shall take place.

“Title Commitment” has the meaning ascribed thereto in Section 2.4(a)(iii).

“Title Company” means Stewart Title Guaranty Company through Moscow Title, Inc.

“Transaction” has the meaning ascribed thereto in Section 2.1.

“Transfer” means to sell, convey, assign, lease, sublease, mortgage, encumber, transfer or otherwise dispose of.

“Transferee” means any Person who obtains the Concessionaire Interest pursuant to a Transfer.

“Transformer Storage Space” means the portion of the building identified as building #760 on Part 1 of Schedule 3 and associated improvements installed therein which portion is more particularly identified on Part 2 of Schedule 3.

“Tunnels” means the tunnels and other underground passageways where Utility System Assets or Utility Facilities are located as identified on Schedule 17, which Tunnels, for the avoidance of doubt, are part of the Utility System but are not Utility System Land. To the extent that additional tunnels where Utility System Assets or Utility Facilities are located are identified by the Concessionaire or the University after the date hereof, the definition of “Tunnels” shall include those later-identified tunnels. For the avoidance of doubt, all vaults and trench-boxes not exclusively used in connection with the Utility System shall be treated as Tunnels.

“Uncapped O&M Costs” means the sum of the following: (1) these specifically identified out-of-pocket operating and maintenance costs and expenses incurred by the Concessionaire (which costs and expenses shall include payments due and payable by the Concessionaire to the Operator or other Contractors pursuant to an Operating Agreement or similar agreement) or the Operator in operating the Utility System and complying with their respective obligations under this Agreement: (a) costs incurred due to a Delay Event, provided that for events described in clause (iii) of the definition of “Delay Event”, Uncapped O&M Costs shall only include those costs (which are not costs incurred to make Capital Improvements) necessary to bring the Utility System into compliance with the applicable Law and not the ongoing costs associated therewith, (b) costs incurred to modify the location or configuration of the Utility System as directed by the University pursuant to Section 3.23 (but only to the extent such costs are not costs incurred to make a Capital Improvement), (c) costs incurred by the Concessionaire pursuant to Section 4.3(c)(ii) if the relevant proposed Capital Improvement or Material Change is not Approved by the University, (d) costs incurred to disconnect real property from the Utility System if required pursuant to Section 5.3(a), (e) costs incurred in connection with a modification to the Performance Standards pursuant to Section 6.3(a), (f) costs incurred to perform the obligations set forth in Section 7.4, but only to the extent such costs were Approved by the University prior to being incurred, (g) costs incurred to pay Property Taxes, if such costs are included in Uncapped O&M Costs pursuant to Section 3.8, (h) costs incurred to make time-sensitive repairs or improvements to (A) the Utility System or (B) University-owned property related to, but not a part of, the Utility System, in each case to the extent such repairs or improvements (1) are not Capital Improvements, (2) were not contemplated in the most recently approved Five-Year Plan, (3) were either (x) made in the Concessionaire’s good-faith belief that they were being made to the Utility System or (y) made in the

Concessionaire's good-faith belief that the repair was the best first response to an Emergency, and (4) have been Approved by the University in its discretion, (i) storm water and sanitary effluent charges assessed by the City of Moscow, Idaho, except to the extent that such storm water and sanitary effluent charges increase as a result of an action or inaction of the Concessionaire (other than the actions or inactions that the Concessionaire is directed or obligated to take or omit pursuant to this Agreement, including in order to comply with the Performance Standards), (j) an Approved Capital Improvement that is classified as Uncapped O&M Costs pursuant to Section 4.3(h) or an Approved Material Change (unless such costs are treated as another form of compensation to the Concessionaire provided for in this Agreement in connection with the Approval of such Material Change), in each case up to the amount Approved by the University as part of its Approval of such Capital Improvement or Material Change, (k) costs incurred in connection with Supply procurement assistance under Section 7.3(a) or Section 7.3(b), but only to the extent such costs were Approved by the University prior to being incurred, (l) costs (including KPI Compensation) incurred as a direct result of the Concessionaire's failure to comply with Law or this Agreement if the sole reason for such failure is that the University failed to be reasonable in its Approval of all possible Capital Improvements or Material Changes that would cure or prevent such failure to comply with such Law or this Agreement, (m) costs associated with a University Directive that is not the construction of a Capital Improvement in accordance with Section 5.1, (n) legal fees arising out of any Excluded Liabilities, (o) the costs of any premium or deductible for professional liability insurance coverage procured by the Concessionaire in accordance with Section 13.1(e) for a particular Approved Capital Improvement or Material Change provided that such coverage and the cost thereof is expressly included in the request for Approval of such Capital Improvement or Material Change and the University Approves such cost, (p) all costs identified in the definition of "Capped O&M Costs" related to any Ongoing Utility System Project or New Approved Capital Improvement incurred only during the first 3 full Fiscal Years (and any partial Fiscal Year) after such Ongoing Utility System Project or New Approved Capital Improvement becomes part of the Utility System or is brought into service, as applicable, (q) the operations and maintenance costs that are reasonably necessary to cause the Utility System or Utility System Operations to comply with the enactment of a new Law or the modification, amendment or change in enforcement or interpretation of a Law (including a change in the application or implementation thereof by any Governmental Authority) arising after the Setting Date but solely for the first 3 full Fiscal Years (and any partial Fiscal Year) after the occurrence of such enactment, modification, amendment or change (but not, for the avoidance of doubt, those costs that are included in any other clause of this definition), (r) the reasonable costs that are referenced in the definition of "Capped O&M Costs" as being treated as "Uncapped O&M Costs" for the period of time set forth therein and the reasonable costs of any other adjustments to the Capped O&M Index made pursuant to this Agreement for the first 3 full Fiscal Years (and any partial Fiscal Year) after such adjustment is first made and (s) the out-of-pocket costs of providing Utilities from temporary sources for construction projects as identified by the University as described in Section 3.2(a), provided that, for the avoidance of doubt, in no event, shall Uncapped O&M Costs include any costs or expenses incurred by the Concessionaire that result from the negligence or willful misconduct of, or violation of applicable Law by, the Concessionaire or the Operator; and (2) an amount equal to the product of 26.47% (which represents the blended current highest combined state and federal income Tax rate but which, for the avoidance of doubt, shall not change over the Term regardless of any change to federal or state corporate income tax rates) multiplied by the income generated solely by the equity portion of the Variable Fee Component

(which for the avoidance of doubt is the amount equal to sub-part (ii)) only in the calculation of the Utility Fee as set forth on Schedule 5 of the Concession Agreement) regardless of the amount of such Taxes actually paid by the Concessionaire.

“University” has the meaning ascribed thereto in the preamble to this Agreement.

“University Campus” means the real property and improvements located thereon that are owned and/or leased by the University, which real property is shown on Part I of Schedule 16 and, solely with respect to the domestic water Utility, and also shown on Part II of Schedule 16, which, for each Utility, shall depict the real property that comprise the “University Campus” for that Utility, and the Parties acknowledge and agree may differ among Utilities, such that when reference is made herein to the “University Campus”, it shall be the University Campus for the relevant Utility.

“University Default” has the meaning ascribed thereto in Section 16.2(a).

“University Directive” means a written order or directive prepared by or on behalf of the University in conformity with the requirements and limitations of this Agreement directing the Concessionaire, to the extent permitted hereby, other than pursuant to Section 3.23, to (i) add to, or perform work in respect of, the Utility System in addition to that provided for in this Agreement (including (a) work within the University Campus on utility facilities or energy equipment that are not and will not be considered part of the Utility System in accordance with the definition thereof, (b) taking control of the internal University billing system for Utilities and (c) causing the Concessionaire to engage in sustainability practices in excess of those reasonably required by Prudent Industry Practices) or (ii) change the dimensions, character, quantity, quality, description, location or position of any part of the Utility System or make other changes to the Utility System; provided that, notwithstanding the foregoing, (1) as part of any such order or directive or as a separate order or directive, the University may cause certain personal property to be deemed Utility System Assets and part of the Utility System even if such personal property is beyond the line of demarcation for the applicable Utility as set forth in the Performance Standards and may cause the Concessionaire to purchase and/or install such personal property, provided that if any such personal property would be beyond the line of demarcation for the applicable Utility as set forth in the Performance Standards, such order or directive may only be issued with the approval of the Concessionaire, acting reasonably, (2) any such order or directive can include the design, demolition, project management, construction, repair, replacement, remodeling, renovation, reconstruction, enlargement, addition, alteration, painting, or structural or other improvements not included in the Utility Facilities but related thereto, provided that such work must be part of a larger project (as determined by the University in its reasonable discretion) for which the Utility System is the primary driver of such project (as determined by the University in its reasonable discretion), (3) the University may, in any such order or directive, direct the manner and means by which the Concessionaire performs a University Directive, and (4) no such order or directive may in any event order or direct the Concessionaire to do any act that (x) is not technically feasible or could reasonably be expected to violate any applicable Law, contravene any Consent or Authorization issued by a Governmental Authority, cause a material insured risk to become uninsurable or cause the Concessionaire to fail to be in compliance with this Agreement or (y) without the consent of the Concessionaire, result in additional expenditure by the

Concessionaire of an amount in excess of \$50,000,000 in any given Fiscal Year or in excess of \$100,000,000 over any given period of five Fiscal Years (in each case Adjusted for Inflation).

“University Liaison” means University Director of Utilities and Engineering Services, or such other Person as may be identified by the University to the Concessionaire in writing.

“University Required Coverages” has the meaning ascribed thereto in Section 13.2.

“University Responsible Parties” has the meaning ascribed thereto in Section 12.2.

“University Utility System Employees” means those Persons employed by the University immediately prior to the Closing whose duties directly relate to the operation or maintenance of the Utility System.

“University’s Option” has the meaning ascribed thereto in Section 19.7(a).

“Unplanned Outage” has the meaning ascribed thereto in Schedule 2.

“Unrecovered Balance” has the meaning ascribed thereto in Schedule 5.

“Utility” means any of the following specific individual utility services: (i) electricity, (ii) steam and condensate, (iii) domestic water, (iv) chilled water, (v) sanitary sewage, (vi) storm water, (vii) compressed air and (viii) reclaimed water, and “Utilities” means each of them.

“Utility Facilities” means the improvements and equipment (a) constituting part of or located on the University Campus, including those identified in Schedule 3, that are directly and exclusively involved in the generation, distribution and return of the Utilities and the operation and maintenance of the Utility System and that are not beyond the line of demarcation for each Utility as set forth in the Performance Standards, including the (1) distribution pipes carrying the Utilities (including pipes conveying sanitary sewage and storm water), (2) trench-boxes and vaults exclusively used in connection with the Utilities, (3) Energy Plant, (4) McClure Hall Space, (5) Chilled Water Tank (Thermal Energy Storage), (6) South Campus Chiller Plant, (7) Chip Storage/Drying Facility, (8) Transformer Storage Space, (9) Chip Facility Scale House, (10) Reclaimed Water Chlorination Building, (11) Facilities Equipment Storage, (12) Vehicle Research Lab Space, (13) Pump House 3, (14) Pump House 4, (15) Pump House 9, (16) Golf Course Water Tank, (17) I Water Tank, (18) West Lagoon, (19) Arboretum Well and (20) electric distribution wires or (b) located on Utility System Land; provided that the definition of “Utility Facilities” does not include (i) any improvements or equipment that are beyond the line of demarcation for each Utility as set forth in the Performance Standards, except for those areas (I) expressly set forth in the Performance Standards as being within said line of demarcation or (II) which the University directs to be part of the Utility System as part of a University Directive in accordance with the definition thereof or (ii) any cameras or other public safety equipment installed, maintained or used by the University Office of Public Safety and Security or any successor department.

“Utility Fee” means the fee established as compensation for the Utility Services, as set forth on Schedule 5 and as may be adjusted pursuant to the terms of this Agreement.



“Utility Services” means the services to be provided by the Concessionaire as grantee of the concession under this Agreement.

“Utility System” means (A) the personal property, real property, improvements, fixtures and equipment owned and operated by the University prior to the Time of Closing to provide the Utilities on the University Campus, specifically limited to (i) the Utility System Assets, (ii) the computer systems and software set forth on Schedule 12, (iii) the Utility Facilities, (iv) the Utility System Land, and (v) the Tunnels; provided, however, that the “Utility System” shall not include, other than expressly referred to above, (x) any utility distribution facilities or other equipment that is beyond the line of demarcation for each Utility, as set forth in the Performance Standards, except to the extent incorporated into the Utility System by a University Directive, (y) any interest in the Public Way or similar real property or (z) any utility facilities in a building that is not a building leased by the Concessionaire, up to the Utility System line of demarcation for such building, as described in the Performance Standards, except to the extent incorporated into the Utility System by a University Directive; and (B) from and after the Time of Closing, such Utility System as it is reconfigured, replaced, improved or relocated by the Concessionaire or the Operator pursuant to the terms of this Agreement.

“Utility System Assets” means (i) as of the time immediately prior to the Time of Closing, the personal property of the University used in connection with operations of the Utility System and identified on Part 3 of Schedule 3 as “Personal Property” and (ii) from and after the Time of Closing, the personal property of the Concessionaire or the Operator used in connection with the operations of the Utility System.

“Utility System Concession Value” means, at any given date, the fair market value of the Concessionaire Interest at the time of the occurrence of the relevant Adverse Action or University Default or any event of termination, cancellation, rescinding or voiding referred to in Section 16.4 (but excluding the effect of such Adverse Action, University Default or event described in Section 16.4), as determined pursuant to a written appraisal prepared in conformity with the Uniform Standards of Professional Appraisal Practice as set forth by the Appraisal Standards Board, or its successor organization, by an independent third party appraiser that is nationally recognized in appraising similar assets and that is acceptable to the University and the Concessionaire; provided, however, that the Utility System Concession Value shall in no event be less than the amount of all Leasehold Mortgage Debt (including Breakage Costs) on the End Date. If the Parties fail to agree upon such a single appraiser within 30 Days after a Party requests the appointment thereof, then the University and the Concessionaire shall each appoint an independent third party appraiser and both such appraisers shall be instructed jointly to select a third independent third party appraiser to make the appraisal referred to above. The University shall pay the reasonable costs and expenses of any appraisal.

“Utility System Land” means those parcels of real property described in Schedule 3 for the (1) Energy Plant, (2) Chilled Water Tank (Thermal Energy Storage), (3) South Campus Chiller Plant, (4) Chip Storage/Drying Facility, (5) Chip Facility Scale House, (6) Reclaimed Water Chlorination Building, (7) Facilities Equipment Storage, (8) Pump House 3, (9) Pump House 4, (10) Pump House 9, (11) Golf Course Water Tank, (12) I Water Tank, (13) West Lagoon and (14) Arboretum Well and certain other land as identified on Schedule 3 and further described in the Memorandum of Lease.



“Utility System Operations” means the operation, management and maintenance of the Utility System and all other actions relating to the Utility System that are performed by or on behalf of the Concessionaire pursuant to this Agreement.

“Utility System Purposes” means the use of the Utility System to provide Utility Services in support of the University by providing utility services to University facilities on the University Campus, including to students, faculty, administrators, employees and invitees of the University thereon and others providing services to the University.

“Variable Fee Component” has the meaning ascribed thereto in Schedule 5.

“Vehicle Research Lab Space” means the portion of the building identified as building #403 on Part 1 of Schedule 3 and associated improvements installed therein which portion is more particularly identified on Part 2 of Schedule 3.

“Warranty Period Utility System Projects” means those projects with respect to the Utility System completed by the University prior to the Time of Closing that remain subject to an ongoing warranty from the contractor responsible for completing such projects and are listed on Schedule 23, provided that the University may, if any such warranties expire prior to the Time of Closing, provide the Concessionaire notice thereof and amend Schedule 23 accordingly.

“Wells Fargo” has the meaning ascribed thereto in Section 9.1(j).

“West Lagoon” means the parcel identified on Part 1 of Schedule 3 as the “West Lagoon” adjacent to building #771 and associated improvements installed therein.

“Year” means the calendar year.

**Section 1.2. Number and Gender.** In this Agreement, words in the singular include the plural and vice versa and words in one gender include all genders.

**Section 1.3. Headings.** The division of this Agreement into articles, sections and other subdivisions is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and shall not be considered part of this Agreement.

**Section 1.4. References to this Agreement.** The words “herein”, “hereby”, “hereof”, “hereto” and “hereunder” and words of similar import refer to this Agreement as a whole, including the Schedules, and not to any particular portion of it. The words “Article”, “Section”, “paragraph”, “sentence”, “clause” and “Schedule” mean and refer to the specified article, section, paragraph, sentence, clause or schedule of or to this Agreement.

**Section 1.5. References to Any Person.** A reference in this Agreement to any Person at any time refers to such Person’s permitted successors and assignees.

**Section 1.6. Meaning of Including.** In this Agreement, the words “include”, “includes” or “including” mean “include without limitation”, “includes without limitation” and “including

without limitation”, respectively, and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

**Section 1.7. Meaning of Discretion.** In this Agreement, unless otherwise modified, the word “discretion” with respect to any Person means the sole and absolute discretion of such Person.

**Section 1.8. Meaning of Notice.** In this Agreement, the word “notice” means “written notice”, unless specified otherwise.

**Section 1.9. Consents and Approvals.** Unless specified otherwise, wherever the provisions of this Agreement require or provide for or permit an approval or consent by either Party, such approval or consent, and any request therefor, must be in writing (unless waived in writing by the other Party).

**Section 1.10. Trade Meanings.** Unless otherwise defined herein, words or abbreviations that have well-known trade meanings are used herein in accordance with those meanings.

**Section 1.11. Laws.** Unless specified otherwise, references to a Law are considered to be a reference to (i) such Law as it may be amended from time to time, (ii) all regulations and rules pertaining to or promulgated pursuant to such Law, (iii) the successor to the Law resulting from recodification or similar reorganizing of Laws and (iv) all future Laws pertaining to the same or similar subject matter.

**Section 1.12. Currency.** Unless specified otherwise, all statements of or references to dollar amounts or money in this Agreement are to the lawful currency of the United States of America.

**Section 1.13. Generally Accepted Accounting Principles.** All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with GAAP.

**Section 1.14. Calculation of Time.** For purposes of this Agreement, a period of Days shall be deemed to begin on the first Day after the event that began the period and to end at 5:00 p.m., which time shall be determined by the time in the City of Moscow, Idaho on the last Day of the period. If, however, the last Day of the period does not fall on a Business Day, the period shall be deemed to end at 5:00 p.m., which time shall be determined by the time in the City of Moscow, Idaho on the next Business Day.

**Section 1.15. Approvals, Consents and Performance by the University.**

- (a) *Procedures.* Wherever the provisions of this Agreement require or provide for or permit an approval or consent by the University of or to any action, Person, Document, or other matter contemplated by this Agreement, the following provisions shall apply: (i) such request for approval or consent must (1) contain or be accompanied by any documentation or information required for such approval or consent in reasonably sufficient detail, as reasonably determined by the University, (2) clearly set forth the matter in respect of which such approval or consent is being sought, (3) form the sole subject matter of the correspondence

containing such request for approval or consent, and (4) state clearly that such approval or consent is being sought; (ii) such approval or consent shall not be unreasonably withheld, conditioned or delayed (unless such provision provides that such approval or consent may be unreasonably withheld, conditioned or delayed or is subject to the discretion of the University); (iii) the University shall advise the Concessionaire by written notice either that it consents or approves or that it withholds its consent or approval, in which latter case it shall set forth, in reasonable detail, its reasons for withholding its consent or approval, which reasons may include the insufficiency, as determined by the University acting reasonably, of the information or documentation provided; (iv) unless a time period is specifically set forth elsewhere herein, the University shall, within 30 Days after receipt of the Concessionaire's request, (1) provide the responding notice mentioned in clause (iii) of this Section 1.15(a) or (2) if the University determines in its discretion that additional time to consider such request would be appropriate due to the request's complexity or interrelationship with larger University issues, advise the Concessionaire by written notice of a reasonable timeframe (not to exceed 120 Days) in which the University will provide the responding notice mentioned in clause (iii) of this Section 1.15(a), which written notice shall extend the timeframe for Approval of the request to the timeframe set forth in such notice; (v) if the responding notice mentioned in clause (iii) of this Section 1.15(a) indicates that the University does not approve or consent, the Concessionaire may take whatever steps may be necessary to satisfy the objections of the University set out in the responding notice and, thereupon, may resubmit such request for approval or consent from time to time and the provisions of this Section 1.15 shall again apply; (vi) if the disapproval or withholding of consent mentioned in clause (iii) of this Section 1.15(a) is subsequently determined pursuant to Article 18 to have been improperly withheld or conditioned by the University, such approval or consent shall be deemed to have been given on the date by which such approval or consent should have been provided; provided that, to the extent any deadlines for performing work are determined by reference to the date of consent or approval, such consent or approval shall be deemed to have been given on the date of determination rather than the date such consent or approval should have been provided; and (vii) for the avoidance of doubt, any dispute as to whether or not a consent or approval has been unreasonably withheld, conditioned or delayed shall be resolved in accordance with the provisions of Article 18. The Concessionaire shall submit any request for approval or consent to the University Liaison, who will direct such request to the appropriate committee, Person or group within the University.

- (b) *Approved Documents.* Subject to the other provisions hereof, wherever in this Agreement an approval or consent by the University is required with respect to any document, proposal, certificate, plan, drawing, specification, contract, agreement, budget, schedule, report or other written instrument whatsoever (a "Document"), following such Approval such Document shall not be amended, supplemented, replaced, revised, modified, altered or changed in any manner whatsoever without obtaining a further Approval in accordance with the provisions of this Section 1.15.

**Section 1.16. Incorporation of Schedules.** The Schedules are integral to, and are made a part of, this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Schedules, the terms of this Agreement shall control.

**Section 1.17. References to Agreements Generally.** References to agreements (including this Agreement) and other contractual instruments shall be deemed to include all amendments, restatements, extensions and other modifications to such instruments, whether in effect as of the Effective Date or made thereafter.

**Section 1.18. Cost Responsibilities.** In this Agreement, the phrases “at Concessionaire’s sole cost and expense”, “at Concessionaire’s cost and expense”, “the Concessionaire shall be responsible for providing”, “the Concessionaire shall pay”, “the Concessionaire shall reimburse” and similar phrases and provisions that require the Concessionaire to take certain actions or perform certain services, shall not mean that such costs or expenses, or the costs and expenses associated with such actions or activities, are necessarily subject to recovery as part of the Utility Fee or otherwise in accordance with this Agreement. The inclusion of such costs and expenses in the Utility Fee shall be determined in accordance with Schedule 5.

**Section 1.19. Out-of-Pocket Costs.** In this Agreement, any reference to “out-of-pocket” or “out of pocket” costs or expenses of the Concessionaire or Operator and similar phrases and provisions shall mean the reasonable, incremental actual costs paid by the Concessionaire or Operator to a third party that (i) is not an Affiliate of the Concessionaire, the Operator or any Equity Participant or (ii) is an Affiliate of the Concessionaire, the Operator or any Equity Participant, provided that the payments to such Affiliate are on arms’ length terms consistent with those terms offered by unaffiliated third parties for similar goods or services.

## ARTICLE 2

### THE TRANSACTION; CLOSING; CONDITIONS PRECEDENT; COVENANTS

**Section 2.1. Grant of Concession.** Upon the terms and subject to the conditions of this Agreement, effective at the Time of Closing, (a) the Concessionaire shall pay the University the exact amount of \$225,000,000 in cash (the “Closing Consideration”) in accordance with Section 2.2(a), (b) the University (i) demises and leases the Utility System Land and the Utility Facilities and (ii) grants the Concessionaire a license to access and use the Tunnels in accordance with Section 3.22 in order to perform its obligations under this Agreement with respect thereto, in each case to the Concessionaire free and clear of Encumbrances other than Permitted University Encumbrances and on an exclusive basis, other than as expressly provided in this Agreement, for and during the term (the “Term”) commencing on the Closing Date and expiring on the 50<sup>th</sup> anniversary of the Closing Date (or such later date as may be required to effect a Delay Event Remedy but subject to earlier termination as provided in this Agreement), provided that such demise and lease of the Utility Facilities other than those located on the Utility System Land and the license to access the Tunnels shall not prevent the University from using, occupying, developing, leasing or otherwise enjoying the real property and the improvements other than the land on which the Utility Facilities are located or adjacent, over or under which the Tunnels are located without the payment of any fee, charge or rent to the Concessionaire, and (c) the University (i) grants the Concessionaire a non-exclusive license during the Term, appurtenant to the leasehold interest described in clause (b)(i) above, to access the Public Way and other portions of the

University Campus (subject to Section 3.2(b)), solely in order to operate, maintain, repair, replace, improve and service the Utility Facilities located therein or thereon to the extent permitted or required under this Agreement, (ii) grants the Concessionaire, free and clear of any Encumbrances (other than Permitted University Encumbrances) an exclusive right for and during the Term to operate the Utility System (and any expansions, improvements or replacements thereto) and to provide Utility Services on the University Campus (except as expressly provided herein), and in connection therewith (A) to use, possess, control, operate, manage, modify, maintain and rehabilitate the Utility System; and (B) to charge the Utility Fee; and (iv) assign, transfer and otherwise convey to the Concessionaire by bill of sale each of the Utility System Assets identified on Schedule 3, free and clear of any Encumbrances (other than Permitted University Encumbrances) and the Concessionaire hereby accepts each such demise, lease, license, grant, assignment, transfer and conveyance (collectively, the “Transaction”).

## **Section 2.2. Closing.**

- (a) The closing of the Transaction (the “Closing”) shall take place on the date that is on or before 60 Days after the date hereof, but in no event sooner than 60 Days after the date hereof, of which date the Concessionaire shall provide written notice to the University at least 20 Business Days prior thereto, or such other date as agreed in writing by the Concessionaire and the University (the “Closing Date”). If, after execution, the Concessionaire requests that the Closing Date take place earlier than 60 days after the date hereof, the University shall consider such request in good faith but shall not be obligated to agree to such request. The Closing shall be held at the University of Idaho, Division of Finance and Administration, 875 Perimeter Drive, Moscow ID 83844-3168 or such other place agreed to in writing by the University and the Concessionaire. At the Time of Closing, the Concessionaire shall deliver or cause to be delivered to the University same-day funds by wire transfer in the amount of the Closing Consideration (plus or minus, as appropriate, any adjustment in accordance with Section 2.2(b)), and upon receipt of such payment the Transaction shall be effective. The Concessionaire shall wire the Closing Consideration to bank account(s) and/or payees and in increments designated by the University. Upon receipt of the funds described in the preceding sentences in this Section 2.2(a), the University shall immediately cancel and return the Closing Deposit and the Cash Deposit (unless such Closing Deposit or Cash Deposit is applied against the Closing Consideration by the University in accordance with Section 2.3(c)), in accordance with the Concessionaire’s instructions.
- (b) All Prorated Items shall be prorated between the University and the Concessionaire as of 11:59 p.m. on the Day immediately preceding the Closing Date based upon the actual number of Days in the month and a 365-Day year and the required payment resulting from such proration shall be added to or subtracted from the Closing Consideration as follows:
  - (i) At least 5 Days prior to the Closing, the University will provide to the Concessionaire an itemized statement of such Prorated Items, estimated in good faith as of the Closing and reasonably based on relevant billing

information from third parties or (in the absence of such information) the University's financial statements as of June 30, 2020, and such statement shall be the basis of proration of any Prorated Items at the Closing and any resulting adjustment to the Closing Consideration in accordance with this Section 2.2(b);

- (ii) Within 45 Business Days after the Closing, the University will provide to the Concessionaire a revised good-faith accounting of such Prorated Items as of the Closing in the form of an itemized statement of such Prorated Items (the "Revised Proration Statement");
- (iii) Within 15 Business Days after the Concessionaire's receipt of the Revised Proration Statement, the Concessionaire will review the Revised Proration Statement and will notify the University of any adjustments made by the Concessionaire to the Revised Proration Statement in good faith;
- (iv) To the extent the University disagrees with any of the Concessionaire's adjustments to the Revised Proration Statement, the University shall provide notice to the Concessionaire within 15 Business Days after the University's receipt of the Concessionaire's adjustments, and any disagreement shall be resolved in accordance with Article 18; and
- (v) Upon final resolution with respect to the proration of each such Prorated Item (whether by agreement of the Parties or in accordance with Article 18), the Party that is determined to owe money pursuant to the proration of that Prorated Item shall pay to the other party the amount owed within 10 Business Days of such determination.

### **Section 2.3. Deposit.**

- (a) The University acknowledges receipt from the Concessionaire of cash (the "Cash Deposit") and/or one or more Letters of Credit with a term of at least 120 Days from the date hereof (the "Closing Deposit"), in an aggregate amount equal to \$10,000,000, to be held by the University for the sole purpose described in Section 2.3(b). The University shall deposit any Cash Deposit with the Escrow Agent, which shall invest such amount in Eligible Investments pending the Closing.
- (b) If the University terminates this Agreement pursuant to Section 2.4(d)(iv) (including as a result of the failure of the Concessionaire to pay the Closing Consideration at the Closing in accordance with the terms hereof so long as said failure to deliver funds is not the direct result of the University's actions or omissions), then the University shall be entitled to (i) retain the Cash Deposit and all interest accrued thereon and, (ii) without notice to the Concessionaire, immediately draw the full amount of the Closing Deposit upon presentation of a sight draft and a certificate confirming that the University has the right to draw under the Closing Deposit in the amount of such sight draft, and the University



shall be entitled to retain the Cash Deposit and all of the proceeds of the Closing Deposit, in each case as the sole remedy or right of the University against the Concessionaire hereunder (provided that this limitation shall not apply in the event of fraud or intentional misrepresentation of the Concessionaire); provided, however, that if this Agreement is terminated for any other reason prior to Closing, the University shall return any Cash Deposit and the interest earned thereon in accordance with the Concessionaire's reasonable instructions, and deliver, in accordance with the Concessionaire's reasonable instructions, the Closing Deposit and agree to cancel the Closing Deposit, in each case, immediately following any such termination. The Concessionaire acknowledges that the loss the University will incur in the event of a termination under Section 2.4(d)(iv) is difficult to ascertain, and that the University's right to retain the Cash Deposit and to draw the Closing Deposit as set forth above is based on the Parties' reasonable estimate, taking into account the magnitude of the Transaction and the other relevant considerations, as to such loss and is not intended as, and does not constitute, a penalty. Except in cases involving fraud or intentional misrepresentation by the Concessionaire, the right of the University to retain the Cash Deposit or to draw the Closing Deposit is intended to be, and shall constitute, liquidated damages, and any payment thereof to the University shall terminate the University's rights and remedies in all respects.

- (c) At the Closing, upon the satisfaction of the conditions set forth in Section 2.4(a), Section 2.4(b) and Section 2.4(c), the Concessionaire shall be entitled to, as applicable, (i) with respect to the Cash Deposit, (1) a full return of the Cash Deposit, if any, and all investment earnings accrued thereupon or (2) apply the Cash Deposit (including any accrued interest) as a credit against the Closing Consideration and (ii) with respect to the Closing Deposit, (1) a return of the Closing Deposit, (2) its cancellation or (3) its application as a credit against the Closing Consideration, in any case as directed by the Concessionaire prior to Closing.

#### **Section 2.4. Conditions Precedent; Termination.**

- (a) *Conditions for the Benefit of the Concessionaire.* The Concessionaire shall be obligated to complete the Closing only if each of the following conditions has been satisfied in full at or before the Time of Closing, unless waived by the Concessionaire:
  - (i) the representations and warranties of the University set forth in Section 9.1 shall be true and correct in all material respects on and as of the date hereof and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except that (A) representations and warranties that by their terms speak only as of the date hereof or some other date need to be true and correct only as of such date and (B) those representations and warranties which are subject to a materiality or a Material Adverse Effect qualifier in Section 9.1 shall be true and correct in



all respects on and as of the date hereof and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date;

- (ii) the University shall not be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by the University at or prior to the Time of Closing;
- (iii) the University shall have obtained and delivered to the Concessionaire, at the expense of the Concessionaire, a commitment effective at the Time of Closing for a leasehold title policy or policies, in form and substance reasonably acceptable to the Concessionaire (which will include an endorsement with the terms of the leasehold coverage), proposing to insure the leasehold interest of the Concessionaire in the Utility System Land, to the extent of such leasehold interest, subject only to (A) Permitted University Encumbrances, (B) Permitted Concessionaire Encumbrances (other than the Permitted Concessionaire Encumbrances specified in clause (iv), clause (vii) and clause (ix) of the definition of “Permitted Concessionaire Encumbrances” as it pertains to clause (iii) of this Section 2.4(a)) and (C) any Encumbrances the Concessionaire is required to remove pursuant to Section 3.5(a) (the “Title Commitment”) from the Title Company, from which Title Company the Concessionaire shall purchase any leasehold title insurance policies (or any other title policies related to the Transaction) that it elects to purchase at Concessionaire’s cost in connection with the Transaction or any Leasehold Mortgage;
- (iv) the University shall have delivered to the Concessionaire a legal opinion from the Office of the General Counsel of the University, in substantially the form attached hereto as Schedule 7, which legal opinion shall, if requested by the Concessionaire in writing prior to the Closing, also be addressed to any Leasehold Mortgagee providing Leasehold Mortgage Debt at the Time of Closing (and shall cover, as applicable, any consent to assignment or direct agreement with respect to the Leasehold Mortgage Debt that the University executes with such Leasehold Mortgagee);
- (v) the University shall have executed and delivered to the Concessionaire (A) the assignments, transfers and conveyances contemplated by Section 2.1, and (B) the consents and estoppel certificates contemplated by Section 10.2 and the consent agreement contemplated by Section 19.1(i);
- (vi) there shall not have occurred a material casualty loss, destruction or damage to, or condemnation of, the Utility System; provided, however, that as used in this Section 2.4(a)(vi), a material casualty loss, destruction or damage to, or condemnation of, the Utility System means the casualty, loss, damage, destruction or condemnation of the Utility System such that its annualized aggregated delivery capacity (calculated in British Thermal Units) for the electricity, steam, domestic water and chilled water portions of the Utility System has been reduced by at least 10% since the Setting Date;

- (vii) from the Setting Date through and including the Time of Closing, no action or event has transpired that would have constituted an Adverse Action had it occurred during the Term;
  - (viii) all Campus-Wide Permits set forth on Schedule 18 are in full force and effect;
  - (ix) no Tax-Advantaged Bonds of the University that (i) are encumbered by, or are otherwise secured by, the revenues or other assets of any portion of the Utility System, or (ii) would lose their status as Tax-Advantage Bonds upon consummation of the Transaction shall be outstanding as of the Closing Date, and the University shall provide an opinion of bond counsel confirming that no such Tax-Advantaged Bonds are outstanding together with a certificate granting the Concessionaire and the collateral agent the right to rely on such opinion; and
  - (x) the University shall have delivered to the Concessionaire a certificate confirming that each of the conditions set forth in Section 2.4(a)(i) through Section 2.4(a)(x) has been satisfied in full by the University (except for any condition that has been waived by the Concessionaire) at or before the Time of Closing.
- (b) *Conditions for the Benefit of the University.* The University shall be obligated to complete the Closing only if each of the following conditions precedent has been satisfied in full at or before the Time of Closing, unless waived by the University:
- (i) the representations and warranties of the Concessionaire set forth in Section 9.2 shall be true and correct in all material respects on and as of the date hereof and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date except that (A) representations and warranties that by their terms speak only as of the date hereof or some other date need to be true and correct only as of such date and (B) those representations and warranties which are subject to a materiality or a Material Adverse Effect qualifier in Section 9.2 shall be true and correct in all respects on and as of the date hereof and at and as of the Time of Closing with the same force and effect as if made at and as of such time and date;
  - (ii) the Concessionaire shall not be in material breach of any material covenant on its part contained in this Agreement which is to be performed or complied with by the Concessionaire at or prior to the Time of Closing (including the obligation of the Concessionaire to pay the Closing Consideration at the Closing in accordance with the terms hereof);
  - (iii) the Concessionaire shall have delivered to the University a legal opinion of outside counsel to the Concessionaire, substantially in the form attached hereto as Schedule 8;

- (iv) all Leasehold Mortgage Debt issued by the Concessionaire on or before Closing shall have a credit rating of at least investment grade as determined by at least one of the Credit Rating Agencies and the Concessionaire shall have delivered to the University a certificate describing the material terms of such Leasehold Mortgage Debt, except that some (but not all) of such Leasehold Mortgage Debt issued on or before Closing need not have a credit rating of at least investment grade as determined by at least one of the Credit Rating Agencies if such Leasehold Mortgage Debt is, within 6 months after Closing, either (i) completely repaid and retired or (ii) given a credit rating of at least investment grade as determined by at least one of the Credit Rating Agencies and, in either case, the Concessionaire has provided the University with Notice and reasonable proof thereof; provided, however, if such indebtedness is not retired or given the required credit rating within such 6-month period, it shall be deemed a Concessionaire Default and such indebtedness will not be "Leasehold Mortgage Debt" thereafter for purposes of this Agreement; and
  - (v) the Concessionaire shall have delivered to the University a certificate confirming to the University that the Operator has engaged McKinstry Essention, LLC ("McKinstry") or a special purpose entity owned by McKinstry on a long-term basis to serve as a Contractor to the Operator to perform substantially all of the daily operations and maintenance with respect to the Utility System for which the Concessionaire is responsible hereunder; and
  - (vi) the Concessionaire shall have delivered to the University a certificate confirming that each of the conditions set forth in Section 2.4(b)(i) through Section 2.4(b)(v) has been satisfied in full by the Concessionaire (except for any condition that has been waived by the University) at or before the Time of Closing.
- (c) *Mutual Conditions.* In addition, the University and the Concessionaire shall be obligated to complete the Closing only if each of the following conditions precedent has been satisfied in full at or before the Time of Closing, unless waived by both the University and the Concessionaire:
- (i) there shall be no preliminary or permanent injunction or temporary restraining order or other order issued by a Governmental Authority of competent jurisdiction or other legal restraint or prohibition enjoining or preventing the consummation of the Transaction; and
  - (ii) there shall be no action taken, or any Law enacted, entered, enforced or deemed applicable to the Transaction by any Governmental Authority of competent jurisdiction that, in any such case, has resulted or (in the case of any pending review or proceeding, if adversely determined) could reasonably be expected to result in such Governmental Authority conditioning or restricting the consummation of the Transaction in a manner

that would impose a material impairment on the Transaction or make the consummation of the Transaction illegal.

- (d) *Termination.* This Agreement may be terminated at any time prior to the Closing:
- (i) by mutual consent of the University and the Concessionaire in a written instrument;
  - (ii) by either the University or the Concessionaire, upon notice to the other Party, if any Governmental Authority of competent jurisdiction shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transaction, and such order, decree, ruling or other action has become final and nonappealable; provided, however, that the right to terminate this Agreement under this Section 2.4(d)(ii) shall not be available to any Party whose failure to comply with any provision of this Agreement or other conduct has been the direct cause of, or directly results in such action;
  - (iii) by the Concessionaire, upon written notice to the University, if any condition set forth in Section 2.4(a) is not satisfied at the Time of Closing; provided, however, that the Concessionaire shall not have the right to terminate this Agreement under this Section 2.4(d)(iii) if (A) the Concessionaire shall have theretofore waived such condition, (B) the Concessionaire's failure to comply with any provision of this Agreement or other conduct has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied or (C) any condition set forth in Section 2.4(b) is not satisfied at the Time of Closing;
  - (iv) by the University, upon written notice to the Concessionaire, if any condition set forth in Section 2.4(b) is not satisfied at the Time of Closing; provided, however, that the University shall not have the right to terminate this Agreement under this Section 2.4(d)(iv) if (A) the University shall have theretofore waived such condition, (B) the University's failure to comply with any provision of this Agreement or other conduct has been the cause of, or resulted in, the failure of such condition or conditions to be satisfied or (C) any condition set forth in Section 2.4(a) is not satisfied at the Time of Closing; or
  - (v) by either the University or the Concessionaire upon notice to the other Party if the Closing has not occurred within 20 Business Days after the Closing Date or such later date agreed to in writing by the Parties, provided that if the Closing has not occurred due to a Party's failure to satisfy the conditions precedent for the Closing for which such Party is responsible pursuant to this Section 2.4, that Party may not terminate this Agreement pursuant to this Section 2.4(d)(v).

- (e) *Effect of Termination.* In the event of termination of this Agreement by either the University or the Concessionaire as provided in Section 2.4(d), this Agreement shall forthwith become void and there shall be no liability or obligation on the part of the University or the Concessionaire or their respective Representatives, except as set forth in Section 2.3(b), this Section 2.4(e), Article 12, Article 18 and Article 19. In the event that the Concessionaire terminates this Agreement pursuant to Section 2.4(d)(iii) as a result of the failure of the University to satisfy any condition set forth in Section 2.4(a) (excluding Section 2.4(a)(vi) and Section 2.4(a)(vii), but, with respect to the exclusion of Section 2.4(a)(vii), only to the extent the event described in Section 2.4(a)(vii) was not an action taken by the University), the University will compensate the Concessionaire in the aggregate amount of up to \$1,500,000 for (i) reasonable and documented out-of-pocket costs and (ii) reasonable internal costs (calculated based on the market rate for such costs) incurred by the Concessionaire or the Operator in connection with the Transaction. In the event of any termination pursuant to Section 2.4(d)(i), Section 2.4(d)(ii), Section 2.4(d)(iii) or Section 2.4(d)(v), the Cash Deposit and all investment earnings accrued thereon shall be paid to the Concessionaire, and the Closing Deposit shall be returned undrawn to the Concessionaire marked canceled, as applicable.

## **Section 2.5. Covenants.**

- (a) *Cooperation.* During the Closing Period, the Parties shall cooperate with each other in order to permit the Closing to be consummated on the Closing Date.
- (b) *Reasonable Efforts.* During the Closing Period, each Party shall use all reasonable efforts (i) to take, or cause to be taken, all actions necessary to comply promptly with all requirements under this Agreement and all legal requirements which may be imposed on such Party to consummate the Transaction as promptly as practicable, including making any necessary filings, and (ii) to obtain (and to cooperate with the other Party to obtain) any Consent of any Governmental Authority or any other public or private third party which is required to be obtained or made by such Party in connection with the consummation of the Transaction. Each Party shall promptly cooperate with and promptly furnish information to the other Party at such other Party's reasonable request in connection with any such efforts by, or requirement imposed upon, any of them in connection with the foregoing.
- (c) *Injunctions.* If any Governmental Authority of competent jurisdiction issues a preliminary or permanent injunction or temporary restraining order or other order before the Time of Closing which would prohibit or materially restrict or hinder the Closing, each Party shall use all reasonable efforts to have such injunction, decree or order dissolved or otherwise eliminated or to eliminate the condition that formed the basis for such injunction or order, in each case as promptly as possible and, in any event, prior to the Time of Closing.

- (d) *Operation of the Utility System.* During the Closing Period, the University shall operate the Utility System in the ordinary course in a manner consistent with past practice, which shall include using all reasonable efforts to preserve the goodwill of the Utility System and to maintain good business relationships with Persons having business dealings with respect to the Utility System, to maintain the Utility System in its existing operating condition and repair in accordance with past practice (ordinary wear and tear excepted), not to incur any Encumbrances on the Utility System (other than Permitted University Encumbrances) that are not satisfied by the Closing Date, and to cause the Utility System to be operated in all material respects in accordance with all applicable Laws (except to the extent any non-compliance is being contested in good faith by appropriate proceedings), all to the end that the Utility System as a going concern shall be unimpaired and delivered to the Concessionaire at the Time of Closing in a condition not materially worse than the condition as of the Setting Date, except for any damage by casualty or condemnation. The University, shall, up to and including the Time of Closing, be entitled to all of the cash or cash equivalents in or generated by the Utility System. The Concessionaire acknowledges that all receivables related to the Utility System in existence at the Time of Closing shall remain the property of the University and the Concessionaire shall transfer to the University any such receivables, existing up to and including the Time of Closing, received after the Closing Date within 30 Days after the Concessionaire's receipt of such receivables. Without limiting the foregoing, the University shall not, without the Concessionaire's approval, which shall not be unreasonably withheld, conditioned or delayed, (i) terminate, amend, modify or agree to a waiver of the terms of any Authorization related to the Utility System after the date hereof and before the Time of Closing or (ii) commence any Material Changes or Capital Improvements to the Utility System that are not (1) Ongoing Utility System Projects or (2) reasonably necessary to address an Emergency; provided, the Capped O&M Index for the Fiscal Year in which such Capital Improvements are made shall be increased by any amounts the Concessionaire can reasonably prove caused an increase in the Capped O&M Costs as a direct result of such Capital Improvement or Material Change made to address an Emergency without the Concessionaire's approval. Notwithstanding anything to the contrary in this Agreement, the University shall, on behalf of the Concessionaire, operate and maintain the Utility System through 11:59 p.m. on the Closing Date, so as to facilitate the transition of the operation of the Utility System in a timely and orderly manner. The Concessionaire shall be fully liable under this Agreement to perform the Utility Services after the Time of Closing.
- (e) *Disclosure of Changes.*
- (i) During the Closing Period, each Party shall immediately disclose in writing to the other Party any matter which becomes known to it which is inconsistent in any material respect with any of the representations or warranties contained in Article 9. No such disclosure, however, shall cure any misrepresentation or breach of warranty for the purposes of Section 2.4 or Article 12; and



- (ii) During the Closing Period, the University may supplement or amend the Disclosure Schedules hereto, including one or more supplements or amendments to correct any matter which would constitute a breach of any representation, warranty, covenant or obligation contained herein. No such supplement or amendment shall be deemed to cure any breach for purposes of Section 2.4(a) or, subject to the following sentence, for any other purpose. Notwithstanding the previous sentence, if the Closing occurs, then, subsequent to the Closing, any such supplement or amendment provided to the Concessionaire at least 10 Business Days prior to the Closing with respect to any representation or warranty contained in Section 9.1(d), or Section 9.1(i) relating to a matter arising after the date hereof but before the Closing will be effective to cure and correct for all purposes any inaccuracy in, or breach of, such representation or warranty which would exist if the University had not made such supplement or amendment, and all references to any Disclosure Schedule hereto which is supplemented or amended as provided in this Section 2.5(e)(ii) shall (subject to the foregoing limitation) for all purposes after the Closing be deemed to be a reference to such Disclosure Schedule as so supplemented or amended.
- (f) *Access to Information and Pre-Closing Inspections.* During the Closing Period, but subject to confidentiality obligations binding on the University with respect to any Person (provided that the University has disclosed to the Concessionaire the existence of the applicable Document that is subject to such confidentiality limitation in order to enable the Concessionaire to evaluate the materiality and significance of the lack of disclosure based on such limitations), the University shall (i) give the Concessionaire and its Representatives reasonable access during normal business hours and on reasonable notice to the Utility System to perform inspections on the Utility System, subject to the University's policies and regulations regarding safety and security and any other reasonable conditions imposed by the University, (ii) permit the Concessionaire and its Representatives to make such inspections as they may reasonably request in order to facilitate the transition of the use, operation, possession and control of the Utility System to the Concessionaire and (iii) furnish the Concessionaire and its Representatives with such financial and operating data and other information that is available with respect to the Utility System as they may from time to time reasonably request; provided that no inspections or the results thereof shall permit the Concessionaire to terminate this Agreement solely as a result thereof but shall not serve as a waiver of any of the Concessionaire's rights hereunder. The Concessionaire shall hold and shall cause its Representatives to hold in strict confidence all Documents and information concerning the Utility System to the extent and in accordance with the terms and conditions of the confidentiality agreement between the University and the Concessionaire in connection with the Transaction. After the Closing Date, the Concessionaire shall, at the request of the University, in connection with claims or actions brought by or against third parties based upon events or circumstances concerning the Utility System, (A) provide reasonable assistance in the collection of information or Documents and (B) make the Concessionaire's employees available when reasonably requested by the University; provided,



however, that the University shall reimburse the Concessionaire for all out-of-pocket and documented costs and expenses incurred by the Concessionaire in providing said assistance and will not unduly interfere with the Concessionaire's operations.

(g) *Transition.*

- (i) During the Closing Period, the Parties shall cooperate with each other to ensure the orderly transition of control, possession, custody, operation, management and maintenance of the Utility System at the Time of Closing and to provide the services required to be performed under this Agreement. Such cooperation shall include the University making its employees reasonably available to the Concessionaire to assist in such transition at no out-of-pocket cost to the University. In order to assure such orderly transition and to provide information and Documents related to the Utility System Operations to the Concessionaire, the University shall use commercially reasonable efforts to exercise its rights under existing service agreements with service providers. After the Closing, the Parties shall continue to cooperate to ensure the orderly transition of control, possession, custody, operation, management and maintenance of the Utility System, provided that no University employees shall work to operate the Utility System after the Closing, provided that the foregoing shall not modify the rights of the Parties as set forth in Section 2.5(g)(ii).
- (ii) At the request of the Concessionaire, the University will use commercially reasonable efforts to provide to the Concessionaire, for up to 12 months after the Closing Date, the services of any University Utility System Employees and other employees of the University (who for the avoidance of doubt remain employees of the University at the time of such request). The Concessionaire and the University agree that during the period of time that any services are performed by any University Utility System Employee or other employee of the University pursuant to this Section 2.5(g)(ii), the University Utility System Employees or such other employees shall continue to be employees of the University and not be employees of the Concessionaire. All such services shall be provided for an amount equal to the actual cost to the University (including employment costs and related overhead expenses allocable to such employees, as reasonably determined by the University), which amount shall be billed to the Concessionaire as soon as reasonably practicable following the end of each month and shall be payable by the Concessionaire within 30 Days of receipt of any such statement, and upon such other reasonable terms and conditions as the University and the Concessionaire may agree; provided, however, that such statement shall show in reasonable detail the hours worked and hourly rate of each such University Utility System Employee or other employee by the University and the amount of overhead expenses allocated to each such University Utility System Employee or other employee by the University.

- (h) *Casualty Loss Prior to Closing.* If between the Setting Date and the Time of Closing, a casualty loss, destruction or damage to, or a condemnation of, the Utility System or a portion thereof has occurred, unless this Agreement has been terminated under Section 2.4(d), then the University shall, at its option, either (i) promptly and diligently repair and rebuild the affected parts of the Utility System to restore them to at least the same condition in which they were before the occurrence of such casualty loss, destruction, damage or condemnation to the extent reasonably practicable, provided that if the affected parts of the Utility System cannot prior to the Closing Date be repaired or rebuilt to restore them to at least the same condition in which they were before the occurrence of such casualty loss, destruction, damage or condemnation, the University shall make such repairs or restoration as can reasonably be completed prior to the Closing Date and shall provide to the Concessionaire a plan for the completion of such remaining repairs or restoration following the Time of Closing at the University's expense and shall then complete such repairs or restoration (to the extent reasonably practicable) in accordance with such plan, or (ii) authorize the Concessionaire to repair the Utility System and assign to the Concessionaire all insurance, condemnation and other proceeds (if any) payable by third-party insurers or other third parties in respect of such casualty loss, destruction, damage or condemnation and enforce (with the cooperation of the Concessionaire) all of its rights, remedies and privileges under any applicable insurance policies with third-party insurers, the costs of which shall not be included in the Variable Fee Component or the Utility Fee; provided that if no insurance exists or such insurance or condemnation proceeds are not sufficient to repair and rebuild the affected parts of the Utility System to its prior condition, then the University shall reimburse the Concessionaire for that amount representing the difference between the out-of-pocket cost to repair and the amount of any insurance or condemnation proceeds received by the Concessionaire. It shall not be a Concessionaire Default for the inability of the Concessionaire to meet any obligation hereunder as a direct result of such casualty loss, destruction, damage or condemnation unless the University has elected to authorize the Concessionaire to repair the Utility System pursuant to clause (ii) of this Section 2.5(h) and the Concessionaire is not diligently repairing or restoring the Utility System and any work performed by the University or by the Concessionaire after the Closing Date in order to repair or rebuild the Utility System to at least the same condition in which they were before the occurrence of such casualty loss, destruction, damage or condemnation shall constitute a Delay Event, provided if the Concessionaire is undertaking such work, it shall do so diligently to be completed as soon as reasonably practicable.
- (i) *Policies of Insurance.* During the Closing Period, the University shall continue in force all applicable policies of insurance maintained by the University in respect of the Utility System. Except to the extent the University is required to maintain such policies of insurance in accordance with Article 13, at the Time of Closing, all such policies of insurance shall terminate and the Concessionaire shall be responsible for obtaining insurance for the Utility System in accordance with the terms hereof.

- (j) *Employees.* Prior to the Time of Closing, the Concessionaire shall use its best efforts to or cause the Operator to interview all University Utility System Employees who apply for a position with the Concessionaire or the Operator, as the case may be. If either the Concessionaire or the Operator makes any offer of employment to any such individual, such offer shall contain only the terms and conditions of employment that the Concessionaire or the Operator, as the case may be, deems to be appropriate in its discretion, except that the Concessionaire or the Operator, as the case may be, shall include wages, benefits and other terms and conditions of employment that are at a minimum, comparable, in the aggregate, to the wages, benefits and other terms and conditions of employment such University Utility System Employee received as an employee of the University immediately prior to the Closing other than any tuition-based benefits offered to such University Utility System Employees prior to the Closing Date, which the Parties acknowledge and agree the Concessionaire will be unable to provide. Any and all employees of the Concessionaire and the Operator shall have met all reasonable background inspection and security requirements of the University, as promulgated from time to time. Nothing in this Agreement shall be construed or is otherwise intended to create joint employment by the University and the Concessionaire and/or the Operator, as the case may be, of the employees of the Concessionaire or the Operator; the Concessionaire or the Operator, as the case may be, shall have the right and obligation to supervise and direct the work of its employees.
- (k) *Ongoing Utility System Projects.* The University shall continue the construction of the Ongoing Utility System Projects, in accordance with applicable Law, until they have been completed in substantial accordance with the plans for such Ongoing Utility System Projects as of the Setting Date, provided that the University may, upon written notice to the Concessionaire, abandon or modify any or all Ongoing Utility System Projects. To the extent that the construction or completion of any Ongoing Utility System Project requires access to the Utility System, the Concessionaire hereby grants a non-exclusive license to the University to so access the Utility System as necessary to complete such Ongoing Utility System Projects (and the University shall use reasonable efforts to avoid undue interference with the operation of the Utility System) and shall reasonably cooperate with the University with respect to the completion of the Ongoing Utility System Projects, which cooperation shall include (i) providing the University with notice if the Concessionaire becomes aware of any deviation from the University's approved plans and specifications for the applicable Ongoing Utility System Project and (ii) directing the University's Contractors to stop any work on the Ongoing Utility System Project if the Concessionaire reasonably believes that continuing such work would constitute an Emergency. Upon completion of an Ongoing Utility System Project, the University shall (i) deliver the Concessionaire written notice thereof, and, at such time, that Ongoing Utility System Project shall become part of the Utility System and the Concessionaire shall be granted a leasehold interest therein and (ii) either (A) assign the Concessionaire (or one or more third parties at the Concessionaire's direction,) all contractors' warranties held by the University with respect to such Ongoing Utility

System Project or (B) to the extent the University chooses not to so assign such warranties or such warranties are not so assignable, cooperate with the Concessionaire to provide the benefit of such warranties to the Concessionaire (or one or more third parties at the Concessionaire's direction). The University shall name the Concessionaire as an additional insured on its insurance policies with respect to those Ongoing Utility System Projects. For the avoidance of doubt, Ongoing Utility System Projects shall not be considered New Approved Capital Improvements. If the University elects to abandon an Ongoing Utility System Project, the Capped O&M Index shall be increased for the Fiscal Year in which such Capital Improvement is abandoned by the additional annual O&M Costs that the Concessionaire is required to incur due to the abandonment of such Ongoing Utility System Project, provided the Concessionaire provides reasonable proof of such additional O&M Costs and that such O&M Costs were unavoidable.

## **Section 2.6. Intended Treatment for Federal and State Income Tax Purposes.**

### **(a) Tax Treatment.**

- (i) The Parties intend for United States federal and state income Tax purposes that (A) the Closing Consideration will be treated as a payment and consideration for (I) the sale of the Utility System Assets and Utility Facilities, (II) a lease of the Utility System Land to the Concessionaire and (III) the grant to the Concessionaire of the exclusive right to provide the Utility Services to the University Campus in accordance with this Agreement; and (B) the Utility Fee is a separate fee and payment from the Closing Consideration and is not a payment for the sale of assets and lease described in Section 2.6(a)(i)(A) or otherwise but is in consideration of the services provided hereunder by the Concessionaire to the University.
- (ii) Notwithstanding Section 2.6(a)(i), this Section 2.6 only sets forth the intentions and agreements of the Parties with respect to United States federal and state income Tax purposes, and no provision of this Agreement is intended to, or shall in any way, transfer any fee interest in real property or improvements comprising the Utility System to the Concessionaire for purposes of the provisions of the Idaho Code governing legal title to real property or the common law of Idaho or any other purpose whatsoever other than for United States federal and state income Tax purposes as described above.
- (iii) The Parties believe that the Closing Consideration is a reasonable payment for the sale and lease of the assets and the grant of the right referred to in Section 2.6(a)(i)(A) based on the fair market value of those assets and such right and that the Utility Fee is a reasonable fee based upon the services provided hereunder by the Concessionaire to the University with respect to providing the services hereunder to the University and is in consideration thereof.

- (iv) Subject to and consistent with Section 2.6(b) and Section 2.6(c), the University and the Concessionaire agree that the Closing Consideration will be allocated among the assets and rights that the Concessionaire is obtaining the use of pursuant to this Agreement using the residual allocation provisions of Section 1060 of the Code as provided therein and otherwise consistent in all respects with Schedule 19.
  - (v) Any Concession Compensation paid to the Concessionaire hereunder shall be deemed an adjustment to the Utility Fee for tax purposes and shall not be deemed to be an adjustment to the Closing Consideration related to the sale and lease of the assets described in Section 2.6(a)(i)(A).
  - (vi) The Parties intend that this Agreement will be treated as a service contract pursuant to Section 7701(e) of the Code with respect to the services provided hereunder by the Concessionaire to the University with respect to the Utility System, and the Parties shall use commercially reasonable efforts to cause such treatment under Section 7701(e) of the Code.
  - (vii) The Parties intend that the University shall be considered the owner of all Capital Improvements made pursuant to this Agreement for GAAP accounting and state law purposes, provided that the Parties intend that the Concessionaire may claim a depreciable interest in all such Capital Improvements made by the Concessionaire during the Term for federal and state income Tax purposes.
  - (viii) Notwithstanding the foregoing, if a Governmental Authority treats the Transaction, or any portion thereof, differently for state or federal Tax purposes, such treatment shall not impact, affect, modify or alter either Party's obligations hereunder including the Concessionaire's obligations under Section 10.4.
  - (ix) Neither Party shall file any tax returns inconsistent with any treatment set forth in this Section 2.6(a), except as required by Law.
  - (x) The Parties intend that, pursuant to the terms of this Agreement, as of the Closing Date, the Utility System shall be treated as being used for education related purposes for purposes of Idaho Code section 63-602E(3) in a manner that is proper for the operation of such state college or university.
  - (xi) The Parties intend that the sale and lease described in Section 2.1 and this Section 2.6 involve the sale of substantially all of the operating assets of an identifiable segment of the business of the University, which exempts any sale or lease under these sections from Idaho sales tax under Idaho Code Section 63-3622K.
- (b) *Payment.* For purposes of Section 467 of the Code, and the Treasury Regulations promulgated thereunder, on the Bid Date the Concessionaire has provided to the University a schedule, (i) allocating the Closing Consideration attributable to the

lease of the Utility System Land described in Section 2.6(a)(i)(A)(II) in equal amounts for each annual rental period; and (ii) demonstrating that such amounts bear “adequate interest” within the meaning of Treasury Regulation Section 1.467-2(b)(1)(ii) for each rental period or that such schedule is consistent with proportional rental accrual within the meaning of Treasury Regulation Sections 1.467-1(d)(2)(ii) and 1.467-2(c), and prior to the execution of this Agreement, the University and the Concessionaire have agreed on such schedule, which shall not thereafter be modified or altered by the Concessionaire without the Approval of the University. Such schedule shall constitute a specific allocation of such amounts for purposes of Section 467 of the Code. The University and the Concessionaire hereby agree to reasonably cooperate to modify the schedule referred to above if the amount of rental payments on which such schedule is based changes after the date such schedule is Approved or there is any other modification to the lease after the date thereof for which it would be advisable in the Concessionaire’s reasonable discretion (after good faith consultation and discussion with the University) to modify such schedule. Notwithstanding the foregoing allocation, except as set forth above, all such rental payments shall constitute a rental paid under a triple net lease which is non-refundable. If the University files a tax return for federal income tax purposes, the University shall, in such return, treat the Closing Consideration in a manner consistent with the allocation set forth in this Section 2.6(b).

- (c) *Allocation.* The Concessionaire has provided to the University, on the Bid Date, a schedule reflecting a reasonable allocation of the Closing Consideration (and all other capitalized costs) among the acquired assets in accordance with Section 1060 of the Code and the applicable Treasury Regulations for the University’s Approval, and the University and the Concessionaire have agreed on such schedule, which is attached hereto as Schedule 19, which shall not thereafter be modified or altered by the Concessionaire without the Approval of the University. The University shall file all federal and state income tax returns in a manner consistent with the allocation set forth on Schedule 19. Each of the Concessionaire and the University acknowledges that the leasing of certain assets included in the Utility System as provided under this Agreement may result in the transfer of the tax ownership of such assets from the University to the Concessionaire.

**Section 2.7. Closing Deliverables.** At the Time of Closing, each Party shall execute and deliver all assets, agreements, bills of sale, assignments, endorsements, instruments and Documents as are reasonably necessary in the opinion of the other Party to effect the Transaction (and in form and substance that are reasonably satisfactory to such other Party).

**Section 2.8. Memorandum of Lease.** At the Time of Closing, the Parties shall execute and deliver a memorandum of lease (the “Memorandum of Lease”) in the form attached hereto as Schedule 13, which the Concessionaire shall cause to be recorded in the Latah County Recorder’s Office. To the extent that changes are made to this Agreement with respect to the Term, leased property or other material matters set forth in the recorded Memorandum of Lease, including the removal of property from service by the Utility System in accordance with Section 5.3, the Parties shall timely (and in no event longer than 10 Days after a request therefor) execute, deliver and



record an amendment to the recorded Memorandum of Lease reflecting such changes. The Parties acknowledge that for purposes of recordation, a description of certain portions of the Utility System constituting Utility Facilities that are a real property interest, are depicted specifically but are recorded generally against the lot or parcel on which such Utility Facility is located. Each party shall have the right, from time to time, at its cost and expense to further refine by a metes and bounds legal description the specific location of the applicable Utility Facility, and subject to the other Parties' reasonable approval, may modify the Memorandum of Lease by recording an amendment thereto that shows the refined location description. In such instance, the modification to the Memorandum of Lease is subject to the other Party's reasonable approval, and both Parties shall sign a consent to the recording of the Memorandum of Lease upon its approval. The Parties agree not to record this Agreement itself.

**Section 2.9. No Return of Closing Consideration.** The Concessionaire shall have no right to have the Closing Consideration returned to it or refunded at any time after Closing, provided that, for the avoidance of doubt, this Section 2.9 shall not prohibit, preclude or adversely affect the Concessionaire's rights to compensation expressly set forth herein, including the right to receive the full Utility System Concession Value in those instances expressly set forth herein.

### ARTICLE 3 TERMS OF THE CONCESSION

#### **Section 3.1. Quiet Enjoyment and Present Condition.**

- (a) *Quiet Enjoyment.* The University agrees that, subject to the University's remedies upon a Concessionaire Default, the Concessionaire shall, at all times during the Term, be entitled to and shall have quiet enjoyment of the Utility System and the rights and privileges granted to the Concessionaire hereunder, subject to the provisions contained in this Agreement and the rights of other parties to use the Tunnels. The University and the Concessionaire acknowledge that the Concessionaire's rights to use, control and possess the Utility System and to collect and retain the Utility Fee are subject to the right of the University, in accordance with the terms of this Agreement, to monitor compliance with this Agreement to ensure that the Utility System is used and operated as required by this Agreement. Any entry by the University or its Representatives into the Utility System required or permitted under this Agreement shall not constitute a reentry, trespass or a breach of the covenant for quiet enjoyment contained in this Agreement. The University shall, at all times during the Term, defend its fee or leasehold interest title, as the case may be, to the Utility System, the Concessionaire's leasehold interest in and to the Utility System and the rights granted to the Concessionaire hereunder, or any portion thereof, against any Person claiming any interest adverse to the University or the Concessionaire in the Utility System, or any portion thereof, except where such adverse interest arises as a result of the act, omission, negligence or willful misconduct of, or violation of applicable Law by, the Concessionaire, its Affiliates or their respective Representatives.



- (b) *Present Condition.* Subject to Section 2.5(h) and except as specifically set forth herein, the Concessionaire understands, agrees and acknowledges that the Concessionaire (i) by the execution of this Agreement, agrees to accept the Utility System “AS IS” at the Time of Closing and (ii) has inspected the Utility System and is aware of its condition and acknowledges that the University neither has made nor is making any representation or warranty, other than as expressly set forth herein, express or implied, regarding the condition of the Utility System (or any part thereof) or its suitability for the Concessionaire’s proposed use, provided that nothing in this Section 3.1(b) shall preclude the Concessionaire from making repairs or replacements or Capital Improvements to the Utility System in accordance with the terms of this Agreement (including, for the avoidance of doubt, the provisions regarding Approval of Capital Improvements set forth in Section 4.3 and the provisions regarding inclusion of New Approved Capital Improvements and O&M Costs in the calculation of the Utility Fee in accordance with Schedule 5) as a result of the Utility System’s condition at the Time of Closing.
- (c) *Legal Title to Real Property and Improvements.* For the avoidance of doubt, and notwithstanding anything to the contrary contained in Section 2.6, all real estate and improvements now or hereafter forming part of the Utility System shall be the fee-owned property of the University for GAAP and state law purposes, and are subject to the terms and conditions of this Agreement.

### **Section 3.2. Utility System Operations.**

- (a) *Use.* Except as otherwise specifically provided herein, the Concessionaire shall, at all times during the Term, (i) be responsible for all aspects of the Utility System Operations, including providing the Utilities from temporary sources for construction projects and special events as identified by the University and (ii) maintain and operate the Utility System and cause the Utility System Operations to be performed in accordance with the provisions of this Agreement, including the Performance Standards, Prudent Industry Practices and applicable Law. Upon the University’s request, the Concessionaire shall provide an estimate for the costs associated with providing Utilities from temporary sources for construction projects or special events identified by the University. In connection with such maintenance, the Concessionaire may contract with a third party for certain tasks, such as janitorial services. Except for such additional purposes permitted pursuant to Section 3.15(c), the Concessionaire shall, at all times during the Term, cause the Utility System to be used exclusively for the Utility System Purposes and continuously open and operational for the Utility System Purposes in accordance with the Performance Standards. Notwithstanding the foregoing, the Concessionaire may cease keeping the Utility System or a portion thereof continuously open and operational for the Utility System Purposes (A) as specifically permitted under this Agreement, (B) as required by applicable Law, (C) as necessary to comply with any other requirement of this Agreement (including closures related to the performance of Capital Improvements or maintenance or repair activities as required by the Performance Standards), (D) as

necessary for a Delay Event or (E) as necessary for temporary closures required to address Emergencies or public safety; provided, however, that in the event of any temporary suspension of Utility System Operations pursuant to any of clauses (A) through (E) of this Section 3.2(a), such suspension shall be limited as much as practicable so as to allow all other Utility System Operations to continue.

- (b) *University Campus.* Notwithstanding anything to the contrary contained herein, the Concessionaire shall operate the Utility System and provide the Utility Services in a manner that does not interfere with or impair the operation of the University Campus or any other real property owned by the University, including any special events conducted on the University Campus. Except in the case of an Emergency or as otherwise provided for in Section 3.2(e) or Section 3.2(j), if the Concessionaire, in performing the Utility System Operations, determines it is reasonably necessary to access or disturb any portion of the University Campus or any other real property owned by the University, excluding the Tunnels and the Utility System Land, it shall, to the extent possible given the circumstances, provide the University at least 30 Days' prior written notice and the Concessionaire shall comply with any reasonable requirements or restrictions on such disturbance imposed by the University, including limiting the time in which the Concessionaire can so access and/or disturb the portion of the University Campus or any other real property owned by the University to specific hours. In accessing any portion of the University Campus or any other real property owned by the University pursuant to the license granted hereunder, the Concessionaire shall also abide by any restrictions and requirements generally imposed by the University on such access, as communicated to the Concessionaire from time to time. To the extent that, in operating and maintaining the Utility System, the Concessionaire damages any portion of the University's real or personal property, including the landscape of the University Campus, the University's information technology network or any other real property owned by the University, the University's outdoor lighting, traffic signals, irrigation equipment and communications equipment and such damage was neither (i) Approved by the University in accordance with this Agreement nor (ii) included as part of the scope of work Approved by the University related to such operations and maintenance, then the Concessionaire shall, in coordination with University personnel, promptly cause such property to be repaired to substantially the same or, solely at the Concessionaire's election, better condition that existed prior to such damage, and the cost incurred therewith shall not be included in O&M Costs or otherwise recovered as a part of the Utility Fee provided, however, that the Concessionaire shall be entitled to make a claim on any applicable Concessionaire Required Coverage.
- (c) *Costs and Expenses.* Except as otherwise specifically provided herein, the Concessionaire shall, at all times during the Term, pay or cause to be paid all costs and expenses of the Utility System Operations as and when the same are due and payable.

- (d) *Assumed Liabilities and Excluded Liabilities.* The Concessionaire agrees to assume and discharge or perform when due all debts, liabilities and obligations whatsoever relating to the Utility System or the Utility System Operations that occur, arise out of or relate to, or are based on facts or actions occurring during the Term but only to the extent such debts, liabilities or obligations do not arise from or relate to any breach by the University of any covenant, representation or warranty set forth in this Agreement (collectively, the “Assumed Liabilities”); provided, however, that the Assumed Liabilities shall not include, and the University shall perform or cause to be performed and discharge or cause to be discharged as and when due, any debts, liabilities and obligations (i) with respect to the University’s obligations under this Agreement, (ii) arising out of the Utility System or any Utility System Operations (including with respect to any University Utility System Employee) prior to the Time of Closing, (iii) arising under any Environmental Law and related to (1) the ownership, operation or condition of the Utility System prior to the Time of Closing or (2) the Release on or from, presence on or in, or other existence on the Utility System or its subsurface or the Tunnels of any Hazardous Substance at any time prior to the Time of Closing and including (A) the abatement, handling, disposal or removal of any asbestos or other Hazardous Substances present at the Time of Closing in the Utility System as required by any Environmental Law in connection with the repair, maintenance, operation or construction activities permitted or required to be performed under this Agreement and (B) any known or unknown environmental conditions relating to the Utility System or its subsurface that existed prior to the Time of Closing the manifestation of which occurs following the Time of Closing, which environmental obligations the University shall perform and discharge when due, except in any case to the extent exacerbated by the Concessionaire or its Representatives or caused by any action of the Concessionaire or its Representatives, (iv) arising out of the University’s rights under this Agreement to test, inspect, audit, repair, maintain or operate the Utility System without impairment of the University’s remedies for a Concessionaire Default and (v) with respect to the Ongoing Utility System Projects that have not yet become a part of the Utility System in accordance herewith (collectively, the “Excluded Liabilities”).
- (e) *Right of Entry and Access to the Public Way.* Subject to Section 3.19, the University hereby grants to the Concessionaire and its Representatives a non-exclusive license to enter upon, in, under, over and across the Public Way to such extent and at such times as shall be necessary or desirable for the Concessionaire to access the Utility System in order to conduct Utility System Operations, including operating, maintaining, inspecting, repairing and managing Utility System properties, including the Utility System Assets and all supporting structures and appurtenances thereto, and installing monitoring or observation technology or equipment reasonably necessary for Utility System Operations. The rights granted pursuant to this Section 3.2(e) do not include the right to block, impede or otherwise obstruct traffic on the Public Way, and the Concessionaire shall, enter, access and perform work in, on or over the Public Way in accordance with the Performance Standards. The rights granted to the Concessionaire under

this Section 3.2(e) neither create an interest in real property nor do they create a priority in favor of the Concessionaire over any other user of such areas and are subject to the Performance Standards and all provisions of Law relating to the conduct of a private business or franchise in the Public Way.

- (f) *Mapping and Marking.* The Concessionaire shall be responsible for marking and mapping all portions of the Utility System in accordance with the Performance Standards.
- (g) *Deemed Planned Outage.* The Concessionaire shall have the right to propose to shut down a portion of the Utility System such that such portion shall not transmit Utilities provided by that portion of the Utility System if the Concessionaire reasonably believes that such a shutdown will avoid additional costs in excess of the costs of such shutdown or lengthier shutdowns of the Utility System or a portion thereof later. If the University Liaison agrees to such shut down (which agreement must be in writing or by e-mail from the University Liaison), then it shall be treated as a Planned Outage. The University Liaison may make this determination in its sole discretion. If the University Liaison does not Approve such shutdown, then it will be considered an Unplanned Outage if the Concessionaire elects to proceed with such shutdown.
- (h) *Emergency Shutdown.* If there is a circumstance where the continued operation of a portion of the Utility System creates an Emergency (other than an Unplanned Outage), then the Concessionaire shall have the right, directly or through its automatic protection system or the Operator, to shut down the applicable portion of the Utility System to address such circumstance, provided that the Concessionaire shall comply with the provisions of Section 8.1 and the relevant portion of the Performance Standards, as if such shutdown were an Unplanned Outage. The Concessionaire shall perform the corrective action to address such circumstance as soon as reasonably practicable. Within 10 Business Days after the shutdown and repair of the applicable portion of the Utility System, the Concessionaire shall provide the University with pertinent information on such circumstance and such other relevant information within the Concessionaire's possession or control that is requested by the University, and the University shall determine, in its reasonable judgment, whether such shutdown shall constitute an Unplanned Outage for purposes of determining the applicable Key Performance Indicator. For the avoidance of doubt, such determination shall not affect the Concessionaire's obligation to treat such shutdown as an Unplanned Outage for purposes of compliance with the Performance Standards.
- (i) *Other Public Streets.* To the extent that the performance of the Utility System Operations requires access to streets, alleys, driveways or sidewalks owned or controlled by a Governmental Authority, the University shall, at no out-of-pocket cost to the University, use commercially reasonable efforts to cooperate with the Concessionaire to secure such access from the applicable Governmental Authority consistent with the University's past practice.

**Section 3.3. Operator.**

- (a) *Engagement.* The Utility System Operations shall, at all times during the Term, be under the direction and supervision of an active operator with the expertise, qualifications, experience, competence, skills and know-how to perform the Utility System Operations in accordance with this Agreement, Prudent Industry Practices and applicable Law (an “Operator”) who may be (but is not required to be) the Concessionaire itself. The Operator on the first Day of the Term shall be the Concessionaire unless the Concessionaire has designated another Person to be the Operator and such Person has been Approved in accordance with Section 3.3(b). The Concessionaire shall not engage or appoint a replacement Operator unless the University has Approved such Operator and the terms (including fees charged by such replacement Operator) of any such engagement are commercially reasonable; provided, however, that a Change in Control of an Operator shall be deemed to be the appointment of a replacement Operator subject to the University’s Approval; provided, further, that for purposes of this Section 3.3(a), the definition of “Equity Participant” and clauses (a) through (g) of the definition of “Change in Control” shall be read and apply as though “Operator” were substituted for “Concessionaire”; provided, further, that if the University does not provide the Concessionaire with the relevant Approval, the Concessionaire shall be entitled to appoint an interim Operator for a period of up to 180 Days from the date of appointment of such interim Operator. This interim Operator may be selected without Approval by the University so long as the Concessionaire reasonably determines that the interim Operator meets the following criteria: (A) the interim Operator has experience in operating Comparable Utility Systems and (B) the interim Operator (or any guarantor of its obligations) has a tangible net worth reasonably sufficient to carry out its obligations and responsibilities as Operator. The Concessionaire shall not extend the term of any interim Operator beyond 180 consecutive Days or appoint a successor interim Operator after such 180-Day period. The Operator shall at all times be subject to the direction, supervision and control (by ownership, contract or otherwise) of the Concessionaire, and any delegation to an Operator shall not relieve the Concessionaire of any obligations, duties or liability hereunder. The Concessionaire shall immediately notify the University upon the termination or resignation of an Operator. The rights of the Operator regarding the continued operation of the Utility System shall terminate without penalty at the election of the University or the Operator upon 5 Business Days’ notice to such Operator or the University, as applicable, upon the termination of this Agreement. Except as otherwise expressly set forth herein, the Operator shall have no interest in, or rights under, this Agreement or the Utility System unless the Operator is the Concessionaire itself.
- (b) *Approval.* The University’s Approval of a proposed replacement Operator may be withheld only if the University reasonably determines that the engagement of such proposed Operator is prohibited by applicable Law or this Agreement, or such proposed Operator is not capable of performing the Utility System Operations in accordance with this Agreement and Prudent Industry Practices, which



determination shall be based solely upon one or more of the following factors: (i) the ability of the proposed Operator to operate the Utility System in a manner that complies with the Performance Standards; (ii) the financial strength, capitalization and integrity of the proposed Operator, its direct or indirect beneficial owners and some or all of their respective Affiliates providing a guaranty of the Operator's obligations (which guaranty shall not be required to run to the benefit of the University); (iii) the experience of the proposed Operator in operating Comparable Utility Systems; (iv) the background and reputation of the proposed Operator, its direct or indirect beneficial owners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person's past or present performance on other projects); and (v) the proposed terms of the engagement of the proposed Operator, including the fee being charged by the Operator, length of the term of the engagement and any restrictions on transfer by the Operator of its obligations and change in control of the proposed Operator.

(c) *Removal.*

- (i) If the Operator fails to operate the Utility System in compliance with the Performance Standards or fails to meet the Target for any Key Performance Indicator, and

(A) such failure is the material breach of a material requirement of the Performance Standards other than a requirement that is also a Key Performance Indicator, the University may provide written notice to the Operator and the Concessionaire setting forth such failure. If the Operator does not cure such failure within 30 Days of said written notice (or, if such cure or correction cannot reasonably be accomplished during such 30-Day period, within such longer period as is reasonably required to accomplish such cure or correction, provided the Concessionaire, either directly or through the Operator, has commenced such cure or correction within 30 Days of said written notice and diligently prosecutes the same to completion), then (i) the University may, upon notice to the Concessionaire, (A) cure any such failure and (B) the Concessionaire shall reimburse the University any and all costs related to such cure and/or correction; and (ii) the University may direct that the Concessionaire remove the Operator pursuant to the written order of senior University officials designated by the President of the University (or his or her designee) in writing for such purpose or otherwise with respect to assessing the performance of the Operator (the "Senior Officials"); or

(B) such failure results in an Emergency, then the University may, upon notice to the Concessionaire, (i) immediately cure any such failure after endeavoring to provide the Concessionaire notice appropriate



under the circumstances (which may include telephone notice) and  
(ii) the Concessionaire shall reimburse the University any and all costs related to such cure and/or correction.

- (ii) Notwithstanding the foregoing, if (A) within any Operator Evaluation Period, at least 3 Repetitive Failures occur, (B) a Major KPI Event for the same Key Performance Indicator occurs for 3 consecutive Fiscal Years or (C) 3 Major KPI Events occur in any given Fiscal Year, then the University, in addition to its right to KPI Compensation, may direct that the Concessionaire remove the Operator pursuant to the written order of the Senior Officials.
- (iii) The University shall provide the Concessionaire and the Operator with no less than 30 Days' prior written notice of the time, date, place and subject matter of any meeting of the Senior Officials at which a decision to remove the Operator will be considered, and both the Concessionaire and the Operator shall be afforded a reasonable opportunity to present testimony and evidence at such meeting and to present to the Senior Officials written objections to any proposed removal determination. Any written order of the Senior Officials removing the Operator shall contain written determinations as to the reasons for removal of the Operator. Within 30 Days following the effective date of such decision, the Concessionaire shall (x) provide the University with a transition plan to remove the then current Operator and replace such Operator with either (A) a new Operator that is Approved by the University pursuant to Section 3.3(b), (B) an interim Operator in accordance with Section 3.3(a) or (C) to the extent the Concessionaire was not the removed Operator, the Concessionaire, and then (y) carry out such transition plan within 30 Days following the delivery thereof.
- (iv) For the avoidance of doubt, if there is a dispute as to whether there has been a failure to meet the Performance Standards or the Target for any Key Performance Indicator, such dispute shall be subject to resolution in accordance with Article 18.
- (d) *Sole Remedy.* Other than the University's right to KPI Compensation pursuant to Article 15, notwithstanding anything to the contrary contained herein, the University's right to remove the Operator pursuant to Section 3.3(c) shall constitute the Concessionaire's sole and exclusive liability and the University's sole and exclusive remedy relating to a failure to meet a requirement of the Performances Standards or a KPI Event.
- (e) *Operator Fee.* Unless otherwise Approved by the University, the fee payable by the Concessionaire to the Operator shall not exceed \$3,700,000 (the "Maximum Annual Operator Fee") per Fiscal Year, Adjusted for Inflation, provided that, to the extent any changes to the Capped O&M Index in accordance with Section 2.5(d), Section 3.23, Section 5.1 or Section 6.3(b) or any Uncapped O&M Costs

require a material increase in the scope of work to be performed by the Operator, as demonstrated to the reasonable satisfaction of the University, the Maximum Annual Operator Fee shall be increased accordingly, as agreed by the University and Concessionaire, each acting reasonably. Notwithstanding the foregoing, if the Operator is replaced pursuant to the terms hereof, the Maximum Annual Operator Fee shall be replaced with the fee charged by the Operator in the first full Fiscal Year of such replacement tenure as Operator hereunder. For the avoidance of doubt, the amount of the Maximum Annual Operator Fee shall not affect the calculation of the Capped O&M Index for the Fiscal Year ending June 30, 2021; provided that, for the further avoidance of doubt, the Maximum Annual Operator Fee shall affect the calculation of the Capped O&M Index thereafter in accordance with the definition of “Capped O&M Index” and the relevant provisions of this Agreement.

- (f) *IRWA Membership.* The Concessionaire shall cause the Operator, at all times, to maintain an active membership in the Idaho Rural Water Association (“IRWA”) and to abide by all requirements of the IRWA, and the University shall use commercially reasonable efforts to assist in connection with applications related to such membership. If the University reasonably expects to incur any out-of-pocket costs in connection with providing assistance to the Operator as provided in the preceding sentence, it shall have no obligation to provide such assistance until the Concessionaire or the Operator commits to the prompt reimbursement of such out-of-pocket costs in writing.

#### **Section 3.4. Authorizations; Qualifications.**

- (a) *Compliance.* The Concessionaire shall obtain, comply with, promptly renew and maintain in good standing all Authorizations, and the University shall use commercially reasonable efforts to assist the Concessionaire in obtaining, complying with, renewing and maintaining in good standing all such Authorizations, including those that the University was not required to obtain in connection with its operation of the Utility System prior to the Time of Closing. If the University reasonably expects to incur any out-of-pocket costs in connection with providing assistance to the Concessionaire as provided in the preceding sentence, it shall have no obligation to provide such assistance until the Concessionaire commits to the prompt reimbursement of such out-of-pocket costs in writing. Nothing in this Agreement, including Section 2.1, shall be deemed to waive or modify any Authorization required to be obtained by the Concessionaire or any other Person in connection with the Utility System, the Utility System Operations or any activities generating the Utility Fee.
- (b) *Qualifications.* The Concessionaire shall, at all times during the Term, maintain in full force and effect its existence and all qualifications necessary to carry on its business pertaining to the Utility System Operations, including all rights, franchises, licenses, privileges and qualifications required in connection with the Utility System Operations.

**Section 3.5. No Encumbrances.**

- (a) *By the Concessionaire.* The Concessionaire shall not do any act or thing that will create any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Utility System and shall promptly remove any Encumbrance (other than a Permitted Concessionaire Encumbrance) against the Utility System, unless the Encumbrance came into existence as a result of an act of or omission by the University or a Person claiming through it which in turn was not caused by an act or omission of the Concessionaire. The Concessionaire shall not be deemed to be in default hereunder if the Concessionaire continuously, diligently and in good faith contests any such Encumbrance, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance; provided that the Concessionaire has (i) given advance notification to the University that it is the intent of the Concessionaire to contest the validity or collection thereof or cause such contest and (ii) unless a bond or other security is provided in connection with such proceedings, given a satisfactory indemnity to the University or deposited with the University a Letter of Credit, indemnity bond, surety bond, cash or Eligible Investment reasonably satisfactory to the University in an amount equal to the amount of the claim or Encumbrance, plus such interest and penalties, court costs, or other charges as the University may reasonably estimate to be payable by the Concessionaire at the conclusion of such contest or as is required to provide insurance over any potential Encumbrance; provided, however, that unless the Concessionaire is required by GAAP to maintain any security in favor of a purported beneficiary of such Encumbrance, in the event such Letter of Credit bond, cash or Eligible Investment shall be so deposited, the same shall be held by the University until such claim or other imposition shall have been released and discharged and shall thereupon be promptly returned to the Concessionaire, less any amounts reasonably expended by the University to procure such release or discharge or any loss, cost, damage, reasonable attorneys' fees or expense incurred by the University by virtue of the contest of such Encumbrance.
- (b) *By the University.* The University shall not do any act or thing that will create any Encumbrance (other than a Permitted University Encumbrance) against the Utility System and shall promptly remove any Encumbrance (other than a Permitted University Encumbrance) against the Utility System that came into existence as a result of an act of or omission by the University or a Person claiming through the University. The University shall not be deemed to be in default hereunder if the University continuously, diligently and in good faith contests any such Encumbrance, or the validity thereof (or causes such contest), by appropriate legal proceedings that shall operate to prevent the foreclosure of any such Encumbrance; provided that the University has given advance notification to the Concessionaire that it is the intent of the University to contest the validity or collection thereof or cause such contest.
- (c) *Removal.* Each Party, if requested by the other Party and at such other Party's costs and expense, shall use its reasonable efforts to assist such other Party in

attempting to remove any Encumbrance that has come into existence as a result of an act of or omission by such other Party (other than a Permitted University Encumbrance or a Permitted Concessionaire Encumbrance); provided that nothing herein shall obligate the University to waive, modify or otherwise limit or affect the enforcement by the University of any applicable rule, procedure or policy of the University whether or not with respect to the Utility System.

**Section 3.6. Single Purpose Covenants; Credit Rating.** Subject to Section 3.15(c), the Concessionaire shall, at all times during the Term, (i) be formed and organized solely for the purpose of (A) owning the Concessionaire Interest, (B) owning, leasing, operating, improving, using, possessing, controlling and otherwise dealing with the Utility System, (C) collecting from the University the Utility Fee in consideration of providing the services hereunder to the University and any fees from third parties to which it provides services to the extent permitted by Section 3.15(c), (D) financing its interest in the Utility System, and (E) carrying out the Utility Services and other activities permitted pursuant to this Agreement (and any activities reasonably incidental thereto), (ii) not engage in any business unrelated to clause (i) above, (iii) not have any assets other than those related to its activities in accordance with clauses (i) and (ii) above, (iv) except as appropriate for Tax reporting purposes, maintain its own separate books and records and its own accounts, (v) observe all corporate, limited partnership or limited liability company, as applicable, formalities and do all things necessary to preserve its existence, (vi) not guarantee or otherwise obligate itself with respect to the debts of any other Person, (vii) except as expressly permitted hereby or by any Leasehold Mortgage, or in the ordinary course of business of the Utility System, not pledge its assets for the benefit of any other Person, and (viii) maintain adequate capital in light of its contemplated business operations. In addition, if the Concessionaire issues or refinances any Leasehold Mortgage Debt after the Closing Date, at the time of such issuance, refinancing or entry, such Leasehold Mortgage Debt shall have an investment grade credit rating, as determined by at least one of the Credit Rating Agencies, and shall provide written evidence of such rating to the University at the same time as such issuance, refinance or entry. The cost and expense paid to the applicable Credit Rating Agency for maintaining the credit rating of the Leasehold Mortgage Debt with a Credit Rating Agency shall, for the first three Fiscal Years (and any partial Fiscal Year) after the Closing be treated as Uncapped O&M Costs and shall not be included in the calculation of the Capped O&M Index, and, after such period has elapsed, those reasonable, actual out-of-pocket costs shall be considered Capped O&M Costs and included in the Capped O&M Index by taking them into account in the calculation of historical Capped O&M Costs for the prior 3 Fiscal Years in the manner specified in the definition of “Capped O&M Index” in Schedule 5).

**Section 3.7. Rights of the University to Access and Perform Work on the Utility System and Utilize Space for Energy Resources and Research Purposes.**

- (a) *Reservation of Rights.* The University reserves (for itself and any of its Representatives, grantees, tenants, contractors, mortgagees, licensees, concessionaires and others claiming by, through or under the University) and shall, at all times during the Term, have the right to enter the Utility Facilities and have access to the Utility System in response to any of the following events or circumstances or for any of the following purposes, provided that (x) with respect to Section 3.7(a)(i) and Section 3.7(a)(ii), such right is to be exercised at all reasonable times upon reasonable prior notice to the Concessionaire, (y) with

respect to Section 3.7(a)(iii), such right is to be exercised at all reasonable times upon reasonable prior notice to the Concessionaire if practicable under the circumstances, and (z) with respect to Section 3.7(a)(iv), Section 3.7(a)(v) and Section 3.7(a)(vi), such right is to be exercised at all reasonable times with the University to request, with reasonable prior notice, the Concessionaire's consent to the exercise of such right, which consent shall not be unreasonably withheld, conditioned or delayed, provided that if the Concessionaire has not responded to such request within 5 Business Days, it shall be deemed to have consented to such exercise:

- (i) to inspect the Utility System, including performance of an assessment of the condition of the Utility System or any component thereof, or determine whether or not the Concessionaire is in compliance with its obligations under this Agreement or applicable Law pursuant to Section 8.3;
- (ii) if a Concessionaire Default then exists, subject to the cure rights of any Leasehold Mortgagee under Section 19.3, to make any necessary repairs to the Utility System and perform any work therein pursuant to Section 16.1(b)(iii) in accordance with Prudent Industry Practices;
- (iii) in the event of an Emergency or danger that threatens to cause injury to individuals (or damage to property) or to materially impair the continuous operation of the Utility System and if the Concessionaire is not then taking all necessary steps to rectify or deal with said Emergency or danger, to take actions as may be reasonably necessary to rectify such Emergency or danger in accordance with Prudent Industry Practices, in which event the University shall promptly give the Concessionaire written notice of such measures taken by the University;
- (iv) at its own cost and expense, to (A) install, design, manage, maintain, repair and rehabilitate any existing or future safety measures for the University Campus (whether provided by the University or third parties at the University's instruction) in, on, under, across, over or through the Utility System (including surveillance equipment and other safety equipment), (B) grant easements and rights on, over, under or within the Utility System for the benefit of suppliers or owners of any such measures and (C) use the Utility System in connection with any such installation, design, management, maintenance, repair or rehabilitation (provided that notwithstanding the foregoing clauses (A), (B) and (C), the Concessionaire shall have the right, at all times during the Term, to install, design, manage, maintain, repair and rehabilitate safety measures for its own account (and not for lease, resale or service to third parties) to the extent that the said safety measures are necessary for the Utility System Operations or as otherwise permitted under this Agreement);
- (v) at its own cost and expense, to (A) install, design, manage, maintain, repair and rehabilitate any existing or future utilities or similar services (whether

provided by the University or third parties at the University's instruction) that are not part of the Utility System and do not provide Utilities in, on, under, across, over or through the Utility System (including water lines, sewer lines, fiber optic cable, other communications and other equipment), and (B) grant easements and rights on, over, under or within the Utility System for the benefit of suppliers or owners of any such utilities or services that are not part of the Utility System (provided that notwithstanding the foregoing clauses (A) and (B), the Concessionaire shall have the right, at all times during the Term, to install, design, manage, maintain, repair and rehabilitate utilities or other services for its own account (and not for lease, resale or service to third parties) to the extent that the said utilities or services are necessary for the Utility System Operations); and

- (vi) at its own cost and expense (except as otherwise expressly provided in this Agreement) and solely in accordance with the terms hereof, to do any other act or thing that the University may be obligated to do or have a right to do under this Agreement;

provided, however, that the University shall (A) not be obligated to make any payments to the Concessionaire for such access (other than Concession Compensation to the extent required hereunder) and the University shall use reasonable efforts to minimize interference with the Utility System Operations in connection with any entry on the Utility System pursuant to this Section 3.7(a), (B) not have access to any software or other intangibles of the Concessionaire and (C) comply with the Concessionaire's reasonable safety protocols and requirements to the extent provided in writing in advance to the University. Any entry to or action on the Utility System pursuant to clauses (iv), (v) and (vi) of this Section 3.7(a) shall be a Compensation Event.

- (b) *Access Rights.* The University and any of its Representatives, grantees, tenants, contractors, mortgagees, licensees, concessionaires and others claiming by, through or under the University, during the progress of any work referred to in this Section 3.7 shall have all necessary easement and access rights to the Utility System. To the extent that the University undertakes work or repairs in the Utility System under this Section 3.7 or any other provision of this Agreement, such work or repairs shall be commenced and diligently completed in a good and professional manner, in accordance with any applicable Performance Standards and the Concessionaire's reasonable safety protocols and procedures to the extent provided in writing in advance to the University and in such a manner as not to unreasonably interfere with the Concessionaire's conduct of business in or use of such space.
- (c) *Renewable and Other Energy Resources.* The Concessionaire and the University recognize the value of exploring the use of renewable energy, energy storage and other energy resources, and, consistent therewith, the University reserves the right to use portions of the Utility System for the installation, operation, replacement and repair of energy apparatus, equipment, or improvements, including solar



panels as well as collection and distribution facilities in accordance with Prudent Industry Practices and applicable Law. The University shall have the right to install or replace such energy apparatus, equipment, or improvement. Prior to any such installation, the University shall provide the Concessionaire written notice that includes the plans and schedule for completing such installation or replacement or, alternatively, the University may provide the Concessionaire a written notice requiring it to complete such installation or replacement as part of a University Directive, which notice shall include the plans, specifications, schedule (including the liquidated damages for failure to meet such schedule) and cost therefor. If the Concessionaire is directed to install or replace such energy apparatus, equipment, or improvement, (i) it shall do so in accordance with the terms and conditions of the University's notice and (ii) to the extent such energy apparatus, equipment, or improvement is a Capital Improvement, it shall, to the extent the costs therefor are incurred by the Concessionaire, be deemed to be a Capital Improvement Approved in accordance with Section 4.3(c)(i) (including the budgeted costs and liquidated damages set forth in such notice), and, once installed, shall be deemed part of the Utility System. Any such access contemplated by this Section 3.7(c) shall comply with the access right requirements set forth above in Section 3.7(b). In connection therewith, upon the request of the University, the Concessionaire agrees that it shall cause any such energy apparatus, equipment, or improvement to be connected to, or become part of, the Utility System in a manner that complies with the Concessionaire's reasonable interconnection and generation standards and is in accordance with Prudent Industry Practices and applicable Law, and that the Concessionaire will use any energy resources generated or stored by such apparatus, equipment, or improvement in the operation of the Utility System to the extent such energy is made available for use in the Utility System. To the extent the costs incurred for such interconnection (including any costs of installation, operation, replacement and repair) do not qualify as O&M Costs, such costs shall be reimbursed to the Concessionaire as Concession Compensation.

- (d) *Effect of Reservation.* Any reservation of a right by the University and any of its Representatives, grantees, tenants, contractors, mortgagees, licensees, concessionaires and others claiming by, through or under the University to enter the Utility System and to make or perform any repairs, alterations, Restoration or other work in, to, above, or about the Utility System which is the Concessionaire's obligation pursuant to this Agreement, shall not be deemed to (i) impose any obligation on the University to do so, (ii) render the University liable to the Concessionaire or any other Person for the failure to do so or (iii) relieve the Concessionaire from any obligation to indemnify the University as otherwise provided in this Agreement. Nothing in this Agreement shall impose any duty upon the part of the University to do any work required to be performed by the Concessionaire hereunder and performance of any such work by the University and any of its Representatives, grantees, tenants, contractors, mortgagees, licensees, concessionaires and others claiming by, through or under the University shall not constitute a waiver of the Concessionaire's default in failing to perform the same. For the avoidance of doubt and notwithstanding any other provision of

this Agreement, access to the Utility System by the University and its staff, students and Representatives shall be subject to and in accordance with the Concessionaire's reasonable access and safety protocols to the extent provided in writing in advance to the University.

- (e) *Energy Research and Education.* The Concessionaire acknowledges that energy research and education is a significant focus of the University. The University and its energy industry research partners recognize the value of conducting applied energy research in real-world settings, and, consistent therewith, the University reserves the right to use portions of the Utility Facilities for the installation, evaluation, testing, operation, and replacement of energy apparatus, equipment, or improvements to serve research and academic purposes. Any such access contemplated by this Section 3.7(e) shall (i) comply with the access right requirements set forth above in Section 3.7(b), (ii) be in accordance with Prudent Industry Practices and applicable Law and (iii) comply with the Concessionaire's reasonable safety protocols and procedures to the extent provided in writing in advance to the University. In connection therewith, upon the request of the University, the Concessionaire agrees that it shall cooperate and take all reasonable actions to cause any such energy research apparatus, equipment, or improvement to be connected to the Utility Systems, including associated data collection apparatus, equipment, or improvement, in a manner that complies with the Concessionaire's reasonable interconnection standards, provided that, unless disclosure is required by applicable Law, the University shall maintain any information received by the University in connection therewith confidential in accordance with Section 8.2(b) if the Concessionaire has identified such information as a trade secret. The Concessionaire agrees that any intellectual property, including copyrights, patents, trade secrets and trademarks, created or generated by or related to any of the University's actions under this Section 3.7(e) shall not be considered owned or created by the Concessionaire, notwithstanding that the University or its energy industry research partners may access or use the Utility System with respect thereto, and the Concessionaire shall have no rights with respect thereto unless the University enters into a separate agreement with the Concessionaire granting such rights. To the extent the costs incurred for such connections do not qualify as O&M Costs, such costs shall be reimbursed to the Concessionaire as Concession Compensation. The Concessionaire also acknowledges that as part of the University's research, the University may request information regarding the Utility System, which information shall be provided pursuant to Section 3.12(a).

**Section 3.8. Payment of Taxes.** The Concessionaire shall pay when due all Taxes payable during the Term in respect of the use of, operations at, occupancy of or conduct of business in or from the Utility System, including any Property Taxes in respect of the Utility System, subject to this Section 3.8. The Parties acknowledge that, as of the Bid Date, the Utility System is exempt from Property Taxes. To the extent the Utility System or any portion thereof becomes not exempt from any Property Taxes due to any cause other than acts or omissions of the Concessionaire or its Representatives (other than those actions or inactions that the Concessionaire is directed or obligated to take pursuant to this Agreement, including in order to comply with the Performance

Standards, and the execution of this Agreement), the actual costs of any resulting Property Taxes payable during the Term shall be included in Uncapped O&M Costs. The Concessionaire shall use commercially reasonable efforts to reduce the amount of Taxes required to be paid by it or the University. The University reserves the right, without being obligated to do so, to pay the amount of any such Taxes not timely paid by the Concessionaire and which are not being contested by the Concessionaire, and the amount so paid by the University shall be deemed additional consideration hereunder, due and payable by the Concessionaire within 20 Business Days after written demand by the University. The Concessionaire may contest any Taxes for which it is responsible pursuant to this Section 3.8 provided that (i) no such contest may involve a reasonable possibility of forfeiture or sale of the Utility System, and (ii) upon the final determination of any such contest, if the Concessionaire has not already done so, the Concessionaire shall pay any amount found to be due, together with any costs, penalties and interest. The University shall, at no out-of-pocket cost to the University, reasonably cooperate with the Concessionaire in any reasonable attempt by the Concessionaire to reduce or eliminate the Concessionaire's Tax liability.

### **Section 3.9. Utilities.**

- (a) *Charges.* Unless otherwise directed by the University in writing, the Concessionaire shall ensure that contracts for utilities (other than those utilities that constitute Supplies, which is addressed in Section 7.3(d)) provide that invoices for all charges (including all applicable Taxes and fees) for such utilities and services used in the Utility System Operations during the Term are remitted to the Concessionaire, which the Concessionaire shall pay and shall be included as Capped O&M Costs. Upon request of the University, the Concessionaire shall forward to the University, within 15 Days following the respective due dates, official receipts, photocopies thereof or other evidence satisfactory to the University, of the payment required to be made by the Concessionaire in accordance with this Section 3.9. The University does not warrant that any utility services will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God, government action, terrorism, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability to obtain fuel or supplies or any other causes, and any such interruption of utility services in and of itself shall never be deemed an Adverse Action or an eviction or disturbance of the Concessionaire's use of the Utility System or any part thereof, or render the University liable to the Concessionaire for damages or, unless the same constitutes a Delay Event, relieve the Concessionaire from performance of the Concessionaire's obligations under this Agreement.
- (b) *Utility Coordination.* Subject to Section 7.3, the Concessionaire shall coordinate all Utility System Operations with utilities and Persons having service lines, pipelines, transmission lines and other equipment, cables, systems and other apparatus in, on, under, over, adjacent to or otherwise interconnecting with the Utility System. The Concessionaire shall notify the University in writing prior to communicating with any such utilities or Persons and shall take the University's direction in connection therewith, provided such direction is in accordance with Prudent Industry Practices and applicable Law. If the Concessionaire follows the

direction of the University pursuant to the immediately preceding sentence, it shall be deemed to have satisfied its obligations with respect to this Section 3.9(b) solely with respect to the matter to which such direction by the University relates. In connection with its obligations under this Section 3.9(b), the Concessionaire shall cause provision to be made for the removal or temporary or permanent relocation and restoration of utilities and other services and any lines, equipment, cables, systems and other apparatus not used in connection with Utility System Operations that intersect, interfere with, interface with or otherwise affect the Utility System Operations and shall arrange for temporary rights of entry and access to utilities and other services to be made available that are necessary in connection with the Utility System Operations or as may exist under this Agreement or applicable Law; provided that the University shall cooperate with the Concessionaire with respect to the Concessionaire's obligations under this Section 3.9(b).

- (c) *No Interference.* The Parties understand and agree that nothing in Section 3.9(b) is in any way intended to interfere with the Utility System Operations by the Concessionaire, and the University shall cooperate with the Concessionaire in minimizing any effect that the obligations of the Concessionaire under Section 3.9(b) and this Section 3.9(c) may have on the Utility System Operations, including reasonable efforts to schedule any such works outside of the academic term or on weekends.
- (d) *Communications Systems.* To the extent that the Concessionaire utilizes or connects with the University's communications systems, the Concessionaire shall be responsible for the operation and maintenance of its telecommunications systems up until the point of connection with the University's system in accordance with the Performance Standards.

### **Section 3.10. Notices of Defaults and Claims.**

- (a) *Notice by the Concessionaire.* The Concessionaire shall promptly give notice to the University (i) if the Concessionaire becomes aware that a Concessionaire Default has occurred under this Agreement (provided, however, that the failure to give such notice shall not constitute an independent Concessionaire Default) and (ii) of all material claims, proceedings, disputes (including labor disputes) or litigation in respect of the Concessionaire pertaining to the Utility System, the Utility System Operations or the University (whether or not such claim, proceeding or litigation is covered by insurance) of which the Concessionaire is aware (other than as a result of a notice to the Concessionaire from the University). The Concessionaire shall provide the University with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.
- (b) *Notice by the University.* The University shall promptly give notice to the Concessionaire (i) if the University becomes aware that a University Default has occurred under this Agreement (provided, however, that the failure to give such notice shall not constitute an independent University Default) and (ii) of all

material claims, proceedings, disputes (including labor disputes) or litigation in respect of the University pertaining to the Utility System, the Utility System Operations or the Concessionaire (whether or not such claim, proceeding or litigation is covered by insurance) of which the University is aware (other than as a result of a notice to the University from the Concessionaire). The University shall provide the Concessionaire with all reasonable information requested by it from time to time concerning the status of such claims, proceedings or litigation.

**Section 3.11. Assignment of Operating Agreements and Plans; Project Intellectual Property.**

- (a) *Operating Agreements and Plans.* At the request of the University, the Concessionaire shall collaterally assign, to the extent reasonably practicable and subject to the terms and conditions herein, to the University, in form and substance satisfactory to the University, all of the right, title and interest of the Concessionaire in, to and under all or any of the Operating Agreements and all present and future specifications, plans, drawings, information and any other documentation (except Project Intellectual Property) in relation to the Utility System Operations regardless as to whether any of the foregoing involve proprietary information (collectively, the “Operating Agreements and Plans”) as collateral security to the University for the observance and performance by the Concessionaire of its covenants and obligations under this Agreement. The Concessionaire covenants that it shall cause all of the right, title and interest of the Concessionaire in, to and under all Operating Agreements and Plans entered into or created after the Time of Closing to be collaterally assignable and transferable to the University as provided in this Section 3.11(a). The University acknowledges and agrees that the Operating Agreements and Plans may also be assigned as security to a Leasehold Mortgagee and that each of the University and such Leasehold Mortgagee shall be entitled to use the Operating Agreements and Plans in enforcing their respective security interests as hereinafter provided. Without limiting the generality of the foregoing, the University shall be entitled to use the Operating Agreements and Plans in the event of, and as necessary to, remedy a Concessionaire Default under this Agreement for so long as such Concessionaire Default is continuing and has not been cured. Notwithstanding the foregoing, in the event that any such Leasehold Mortgagee has entered into possession or is diligently enforcing and continues to diligently enforce its security, whether by way of appointment of a receiver or manager, foreclosure or power of sale in accordance with Article 19 or otherwise, or has entered (or is in process to enter) into a New Agreement under Section 19.5 and is using the Operating Agreements and Plans in respect of the Utility System Operations, the University shall not be entitled to use the Operating Agreements and Plans in enforcing its security, it being acknowledged that any assignment of the Operating Agreements and Plans to a Leasehold Mortgagee shall have priority at all times (other than if the University is enforcing its rights to cure under Section 3.3(c)(i)(B) or, if the Leasehold Mortgagee’s extended cure period under Section 19.3, if any, has expired and the Leasehold Mortgagee has not commenced any action to effect a cure in accordance therewith, Section 16.1(b)(iii)) over any



assignment of the Operating Agreements and Plans to the University. The Concessionaire shall promptly deliver to the University, at the sole cost and expense of the Concessionaire, forthwith after completion or execution and delivery, a copy of each item of the Operating Agreements and Plans. The University agrees that (i) it shall bear all risks associated with the use of the Operating Agreements and Plans, (ii) it may not rely on the Operating Agreements and Plans, and (iii) under no circumstances will the Concessionaire be liable in any way with respect to the University's use of, or for any loss or damage of any kind incurred as a result of the use of, the Operating Agreements and Plans.

- (b) *Project Intellectual Property.* The University shall have and is hereby granted a nonexclusive, transferable, irrevocable, perpetual, fully paid up right and license to use, exploit, reproduce, modify, adapt, and disclose, and sublicense others to use, reproduce, modify, adapt, and disclose, the intellectual property (including business systems and patents) of the Concessionaire or the Operator solely used in connection with the Utility System (the "Project Intellectual Property"), subject to the following:
- (i) the University shall have the right to exercise such license only in connection with the Utility System and Utility System Operations;
  - (ii) the University shall have the right to exercise such license only at the following times: (A) from and after the expiration or earlier termination of the Term for any reason whatsoever; (B) during any time that the University is exercising its rights pursuant to Section 3.7(a)(ii) or Section 3.7(a)(iii); and (C) during any time that a receiver is appointed for the Concessionaire, or during any time that there is pending a voluntary or involuntary proceeding in bankruptcy in which the Concessionaire is the debtor;
  - (iii) the University shall not at any time use, reproduce, modify, adapt and disclose, or allow any party to use, reproduce, modify, adapt and disclose, any such Project Intellectual Property for any other purpose;
  - (iv) the right to transfer the license is limited to any Person that succeeds to the power and authority of the University generally or with respect to the Utility System, and all such transfers shall be subject to Section 3.11(b)(v);
  - (v) the right to sublicense is limited to concessionaires, contractors, subcontractors, employees, attorneys, consultants, and agents that are retained by or on behalf of the University in connection with the Utility System, and all such sublicenses shall be subject to Section 3.11(b)(v); and
  - (vi) except to the extent required by Law, the University (A) shall not disclose any Project Intellectual Property to any Person other than authorized transferees and sublicensees who agree to be bound by any confidentiality obligations of the University relating thereto; (B) shall enter into a commercially reasonable confidentiality agreement if requested by the



Concessionaire with respect to the licensed Project Intellectual Property; and (C) include, or where applicable require the contract with the transferee or sublicensee to include, a covenant to employ sound business practices no less diligent than those used for its own confidential information, and no less diligent than required by commercially reasonable standards of confidentiality, to protect all Project Intellectual Property of the Concessionaire and other materials provided under the license or sublicense, as the case may be, against disclosure to third parties not in receipt of a license or sublicense, as applicable, and to use the license or sublicense only for the permitted purposes.

provided that: (A) for the avoidance of doubt, the Concessionaire shall continue to have a full and complete right to use any and all duplicates or other originals of its Project Intellectual Property in any manner it chooses, and (B) the University agrees that if it uses any Project Intellectual Property: (x) it shall bear all risks associated with the use of the Project Intellectual Property, (y) it may not rely on the Project Intellectual Property, and (z) under no circumstances will the Concessionaire be liable in any way with respect to the University's use of, or for any loss or damage of any kind incurred as a result of the use of, the Project Intellectual Property.

### **Section 3.12. Use of Information and Records.**

- (a) Unless prohibited by applicable Law and to the extent reasonably necessary, the University shall be entitled to access all reasonable records, electronic data and other information collected and retained by the Concessionaire with respect to the Utility System and the Utility System Operations, including utility usage data, consumption pattern information and other utility data, and the Concessionaire shall maintain such records, data and other information in a format that is readily accessible to the University in order to facilitate the University's efforts with respect to energy efficiency, sustainability, environmental impact and research. The University shall use commercially reasonable efforts to provide at least 2 Business Days' written notice prior to accessing such records. At least 30 Days prior to the Closing Date, the Concessionaire shall deliver to the University for its Approval a proposed policy for the maintenance and retention of all records related to the operation and maintenance of the Utility System (once Approved, the "Record Retention Policy"). If the University does not Approve the Record Retention Policy, it shall provide the Concessionaire a reasonably detailed explanation for its disapproval, and the Concessionaire shall, promptly thereafter, submit a revised Record Retention Policy intended to address the University's comments, and this process shall continue until the University Approves a Record Retention Policy. Following the Approval of the Record Retention Policy, the Concessionaire shall maintain all records related to the operation and maintenance of the Utility System in accordance with such Record Retention Policy. The University covenants and agrees that it will implement safeguards to protect against the disclosure or misuse of any such Concessionaire information that is in its care or custody and will promptly inform the Concessionaire if there is any

breach or suspected breach of security related to such information, subject to Section 8.2(b).

- (b) Unless prohibited by applicable Law, the Concessionaire shall be entitled to access all reasonable records, electronic data and other information collected and retained by the University to the extent reasonably required for, and only for the purpose of, the Concessionaire's performance of its obligations under this Agreement and the Performance Standards, including the maintenance of any Authorization. The University shall promptly make such records, data and information available to the Concessionaire as reasonably requested by the Concessionaire. Unless disclosure is required by applicable Law, the Concessionaire shall keep confidential any information obtained from the University or its Representatives, including any information obtained through its performance of the Utility System Operations. The Concessionaire covenants and agrees that it will implement safeguards to protect against the disclosure or misuse of any such University information that is in its care or custody and will promptly inform the University if there is any breach or suspected breach of security related to such information. If any information obtained from the University or its Representatives is provided by the Concessionaire, or the University on behalf of the Concessionaire, to any third party, including any equity member of the Concessionaire, the Operator or any Contractor, then (i) the Concessionaire shall cause such third party to comply with the provisions of this Section 3.12(b) and (ii) the Concessionaire shall be liable for the disclosure or use of such information by such third party as if the Concessionaire had disclosed or used it.

**Section 3.13. Standard of Operation and Maintenance of the Utility System; Warranty Period Utility System Projects.** At all times during the Term, the Concessionaire shall be required to maintain and operate the Utility System in accordance with the Performance Standards and Prudent Industry Practices. In the event any maintenance, repair or replacement is required in respect of any Warranty Period Utility System Project, other than in connection with an Emergency (in which case, only to the extent of such Emergency), the Concessionaire shall consult with the University prior to undertaking any such maintenance or repair. If such maintenance, repair or replacement could be covered by the warranty provided by the contractor that completed such Warranty Period Utility System Project, as determined by the University acting in good faith, then the University shall make a warranty claim to the contractor providing such warranty and shall use commercially reasonable efforts to pursue such claim and cause the contractor providing such warranty to perform such maintenance, repair or replacement pursuant to such warranty, provided that if the University is unsuccessful in causing such contractor to do so, then the Concessionaire shall perform such maintenance, repair or replacement. The foregoing obligation shall expire for each Warranty Period Utility System Project contemporaneously with the expiration of the applicable warranty period from such contractor, and the University shall provide notice to the Concessionaire of such expiration. Any Ongoing Utility System Projects that remain under warranty following their completion by the University and delivery to the Concessionaire shall be treated as Warranty Period Utility System Projects until the expiration of the applicable warranty period for such Ongoing Utility System Project.

**Section 3.14. Payments by the University.** The Concessionaire acknowledges and agrees that if the University is required under applicable Law of general application to withhold a portion of any payment that the University is obligated to make to the Concessionaire under this Agreement and to pay such amount to a Governmental Authority, the University will be deemed to have satisfied such payment obligation to the Concessionaire to the extent of such withholding by the University and payment to the appropriate Governmental Authority. If any such withheld amounts are permitted to be paid to the Concessionaire, the University shall pay such amounts to the Concessionaire whenever permitted by Law. Any items and payment amounts that, to the Actual Knowledge of the University 10 Business Days prior to the Closing Date, it is legally required to withhold from the Concessionaire as of the Closing Date will be listed in Schedule 14 and agreed to by the Concessionaire, acting reasonably, prior to Closing as a condition of Closing, provided that regardless of whether any payment is listed on Schedule 14, the University shall always have the right to withhold payments pursuant to this Section 3.14 if required by Law and shall not be in breach of this Agreement. Prior to withholding any portion of any payment hereunder, the University shall give reasonable prior notice to the Concessionaire of the proposed withholding, and the Concessionaire shall promptly notify the University of any challenge by the Concessionaire to such proposed withholding. For the avoidance of doubt, any payment obligation of a University's department, office or center required by this Agreement is a payment obligation of the University for purposes of this Agreement, and the University shall either cause such department, officer or center to pay the payment obligation or shall satisfy the payment obligation itself.

**Section 3.15. Naming and Signage Rights, Other Revenue Activities and Commercial Advertisements and Activities.**

- (a) Due to the importance of having uniform signage on the University Campus for safety and aesthetic purposes, the Concessionaire shall have no right to name or modify the name of the Utility System or any portion thereof or, unless required to do so by applicable Law, to install signage of any kind thereon, without the University's Approval, which may be withheld in its discretion.
- (b) The University shall have the right, in its discretion, to install, replace, display and maintain signage (i) that relates to identification or naming of the Utility System, the Utility Facilities, portions thereof, or surrounding areas or (ii) for informational or educational purposes; provided that (A) the Concessionaire shall have no obligation under the Performance Standards to replace or maintain any signage installed by the University for advertising purposes, and (B) the University shall not install any signage that relates to naming of the Utility System, the Utility Facilities, portions thereof, or surrounding areas for a Person that competes directly with the Concessionaire or the Operator.
- (c) The Concessionaire shall be entitled to develop additional sources of revenue in connection with the Utility System, including providing utility services to customers other than the University and making market-based sales of electricity if the University Approves such activities and the Concessionaire shall be liable to the University for, and reimburse the University for, any Losses incurred by the University as a result thereof, including any increase or additional Property Taxes

imposed upon the University or the Utility System, the cost of which may not be included in any component of the Utility Fee, provided that the University's Approval shall not be required to explore and investigate such additional sources of revenue so long as the Concessionaire does not implement such additional sources of revenue and the Concessionaire is liable for any Losses to the University as a result of such exploration and investigation. To the extent possible, the Concessionaire shall pay any increased or additional Property Taxes resulting from such additional sources of revenue directly to the applicable Governmental Authority.

- (d) Notwithstanding anything to the contrary contained herein, due to the importance to the University of having uniform nutritional choices on the University Campus, the University hereby reserves the right to install and operate vending machines in any portion of the Utility System and to access the Utility System for the purposes thereof, and the University shall be entitled to the revenue generated by such vending machines.
- (e) The University and the Concessionaire agree that they shall execute on Closing a trademark license agreement in the form attached hereto as Schedule 20.

**Section 3.16. Reversion of Utility System.** On the Reversion Date, the Concessionaire shall surrender and deliver to the University all of its rights, title and interest in the Utility System (including all improvements to the Utility System, the Utility System Assets and all tangible and intangible personal property of the Concessionaire (including inventories) that is included in the Utility System and used in connection with the Utility System Operations) subject, however, as to any intellectual property included in the Utility System, to any restrictions or prohibitions to disclosure, transfer or sharing thereof and any other rights of third parties with respect thereto, all in accordance with the provisions of Section 16.3. With respect to any third party or proprietary software utilized by the Concessionaire in the operation of the metered Utility System at the time of the Reversion Date, the Concessionaire and the University will negotiate in good faith appropriate license rights and terms for the University's continued use of the software following reversion.

**Section 3.17. Police, Fire, Emergency and Public Safety Access Rights.** Notwithstanding any other provision of this Agreement, at all times during the Term and without notice or compensation to the Concessionaire (i) any police, fire and emergency services and any other security or emergency personnel retained by or on behalf of the University shall have access, as required by such services or personnel, to the Utility System; (ii) the University shall have access to the Utility System as necessary for the protection of public safety; and (iii) any Governmental Authority with jurisdiction over the Utility System shall have access to the Utility System as necessary for inspection, emergency management and homeland security purposes, including the prevention of or response to a public safety emergency (so long as any exercise of such jurisdiction, to the extent effected by the University, shall be strictly in accordance with the terms hereof).

**Section 3.18. Negotiations with Third Parties.** Prior to entering into any agreement with any third party, including any Governmental Authority, in connection with the Utility System

Operations (a “Third Party Agreement”) that extends or could extend beyond the Term or pursuant to which the University may incur any liability whatsoever thereunder, the Concessionaire shall submit such Third Party Agreement for Approval by the University (which Approval may be withheld, conditioned, or delayed in the discretion of the University) prior to the execution and delivery thereof (except with respect to Third Party Agreements the absence of which may cause the Concessionaire or Utility System Operations to fail to be in compliance with applicable Law or this Agreement, in which case the Concessionaire may enter into such Third Party Agreement upon notice to the University provided that the Concessionaire indemnifies the University for any Losses relating thereto).

**Section 3.19. Administration of the Public Way.** The Concessionaire acknowledges and accepts that the University holds and administers the Public Way for the non-discriminatory benefit of all Persons and interests, including the Concessionaire and the Concessionaire Interest. The rights granted to the Concessionaire under this Agreement do not create a priority in favor of the Concessionaire over any other user of the Public Way, and such rights are subject to the Performance Standards and all provisions of Law.

**Section 3.20. Rights to Adjacent Space.** The University hereby reserves, and is not demising or leasing to the Concessionaire, the right or easement to construct and reconstruct and forever maintain the air rights with respect to the Utility Facilities and other property within the Utility System and the right to construct, use or occupy any of the space not directly occupied by the Utility System, including (i) any and all space located above, below or adjacent to any such property, and (ii) any and all space located above, below or adjacent to any improvements within the Utility System as of the date hereof, provided that such construction, use or occupancy does not materially impair the Utility System Operations. For the avoidance of doubt, to the extent that any Utility Facility is buried below the surface of any part of the University Campus, the University shall have the right to construct any building, structure or other improvement on that part of the University Campus, provided such construction does not damage or alter such buried Utility Facilities. The University’s exercise of its rights hereunder shall not be subject to any of the terms and conditions of Section 3.7(a).

**Section 3.21. Sole Utility Provider.** The University covenants that, during the Term, it will not, and it will not contract or agree with any third party to, provide any Utility or Utility Services on the University Campus, except in the following circumstances: (i) as of the Bid Date, a third party is providing the relevant Utility or Utility Services to a portion of the University Campus, in which case the University may continue to have that third party or a successor thereto or a replacement thereof provide such Utility or Utility Services during the Term on only that portion of the University Campus or (ii) as of the Bid Date, any district utility systems within the University Campus which are generating or distributing Utilities beyond the lines of demarcation identified in the Performance Standards or (iii) the University installs systems, equipment or materials for the distribution of Utilities beyond the lines of demarcation identified in the Performance Standards, which shall be performed by or on behalf of the University, and, if the University breaches such covenant, it shall be a Compensation Event as the Concessionaire’s sole remedy pursuant to the definition of Compensation Event. For the avoidance of doubt, if the University does not own or lease a building, facility, other improvement or land within the University Campus, the University shall have no obligation with respect to causing the Concessionaire to be the sole provider of Utilities or Utility Services with respect to such building,



facility, other improvement or land, and there shall be no Concession Compensation payable in connection therewith, except as expressly set forth in Section 5.3.

**Section 3.22. Repair and Maintenance of the Tunnels.** The Concessionaire covenants that, during the Term, it shall be responsible for maintaining, repairing and replacing the Tunnels, which, for the avoidance of doubt, are part of the Utility System, including the right to include New Approved Capital Improvement Costs for Capital Improvements with respect to the Tunnels (if Approved in accordance with Article 4) in the calculation of the Variable Fee Component and the Capital Recovery Amount. The Concessionaire or the Operator shall contract with a Contractor to perform such restoration, repair or maintenance, which Contractor must either be on a list of pre-approved contractors provided by the University or otherwise Approved by the University in its discretion. If the Concessionaire fails to repair and maintain the Tunnels in accordance with Prudent Industry Practices and such failure creates an Emergency, the University shall have the right to take such action as is necessary to remedy such Emergency, and the Concessionaire shall, within 30 Days after receipt of an invoice therefor, reimburse the University for the out-of-pocket cost thereof, provided that the University shall, where practical, provide the Concessionaire advance written notice of such action. Notwithstanding the foregoing, the Concessionaire shall not interfere with, modify or alter any of the personal property, fixtures or improvements within the Tunnels that are not used in Utility System Operations, and the University shall have the right to access the Tunnels, not subject to Section 3.7, to maintain, alter, improve, repair or remove any such personal property, fixtures or improvements, provided, the University shall use commercially reasonable efforts to minimize interference with Utility System Operations.

**Section 3.23. Adjustments to the Location or Configuration of the Utility System.** The University shall have the right, upon notice to the Concessionaire, to cause the Concessionaire to alter the location or configuration of the Utility System or to designate alternative real property for the Utility System Land to the extent the University deems it necessary or useful in the operation and use of the University Campus, including in connection with the reconstruction of a Utility Facility following a fire or other casualty. Except as provided in Section 13.4 with respect to any modifications in connection with a casualty, to the extent such alteration or designation of alternative real property is a Capital Improvement, it shall be considered a New Approved Capital Improvement for a budgeted cost and an increase in the Capped O&M Index reasonably approved by the Concessionaire and the University, but, to the extent such alteration or designation of alternative real property is not a Capital Improvement, the costs incurred by the Concessionaire or the Operator as a result of the University's exercise of its right under this Section 3.23 shall be considered an Uncapped O&M Cost in accordance with the definition thereof. If the University directs the Concessionaire to relocate the Utility System to a location to which it does not have a right to access pursuant to this Agreement, the University shall grant occupancy rights to the Concessionaire sufficient for the Concessionaire to meet its obligations hereunder. If the University designates alternative real property for the Utility System Land, then, upon such designation, (i) such alternative real property shall be deemed Utility System Land for purposes of this Agreement, (ii) the Concessionaire shall return the prior Utility System Land and all improvements and Utility Facilities thereon to the University in the condition required under Section 16.3, at no additional cost to the University, other than out-of-pocket costs incurred by the Concessionaire in connection with such transfer (including the cost of recording the conveyance documentation and the cost of a title policy for the alternative real property for the Utility System Land in the event that the Concessionaire received a title policy with respect to the original Utility



System Land), and (iii) in accordance with the University's designation of alternative real property, the Concessionaire shall relocate the Utility Facilities then existing on the prior Utility System Land to the alternative real property. The Concessionaire shall have the right to amend the Memorandum of Lease to reflect any changes resulting from the University's exercise of its right under this Section 3.23, and the University shall reasonably cooperate in such amendment and shall pay the out-of-pocket costs incurred by the Concessionaire in connection therewith.

**Section 3.24. Sales to Individual Customers on the University Campus.** The Concessionaire shall not be permitted to sell any fuels or Supplies to individual customers on the University Campus. To the extent that the Concessionaire supplies fuels or Supplies to the University for distribution to individual customers, the University shall control the distribution of such fuels or Supplies. The Concessionaire shall have no interests or rights to charge or collect any payments from the University or such individual customers for the provision of such fuels or Supplies.

**Section 3.25. University Business Continuity Plan.** The Concessionaire shall reasonably cooperate with the University in connection with the University's business continuity plan and shall attend any University meetings regarding such plan if requested by the University.

**Section 3.26. Utility System Tours.** The Concessionaire shall provide tours of the Utility System or any portion thereof to the University and its Representatives upon reasonable request by the University, provided that (i) the Concessionaire shall have the right to refuse to give any tour if such tour would unreasonably interfere with the operation of the Utility System or any of the Concessionaire's other obligations hereunder and (ii) all tour participants shall be required to comply with the Concessionaire's reasonable safety protocols and requirements to the extent provided in writing to the University.

**Section 3.27. Uniforms.** To aid the University's provision of security and safety measures to the University Campus, Concessionaire and Operator personnel working on the University Campus shall wear a uniform (and other insignia) that is standard across the Utility System and clearly identifies such personnel as Concessionaire and Operator personnel and not employees of the University.

**Section 3.28. EAC.** The Parties acknowledge the importance of documenting and discussing best practices and Prudent Industry Practices for Comparable Utility Systems to determine whether the Parties should consider modifying the Performance Standards, Key Performance Indicators or the components of the Utility Fee or should consider providing incentives to the Concessionaire to meet certain operational targets. In connection therewith, the University shall form an EAC to liaise with the Concessionaire so that the University and the Concessionaire have an open dialogue with respect to such matters. The EAC shall meet, which meetings may be held telephonically, as reasonably necessary to address issues that arise during the Term, as determined by the University.

**Section 3.29. Sustainability.** The Concessionaire acknowledges that the University has a long-term commitment to operating the University Campus in a sustainable manner and that the Utility System Operations are an integral part of that commitment. As such, consistent with Prudent Industry Practices and subject to obtaining any required University Approvals for Capital

Improvements and Material Changes, the Concessionaire agrees that, in connection with the Utility System Operations, it will reasonably cooperate with the University to operate the Utility System in a manner consistent with the University's larger goal to promote a sustainable campus and to acknowledge stewardship of the natural environment and resources by the University and its stakeholders. The Concessionaire will use commercially reasonable efforts to implement any changes to the Utility System Operations requested by the University in the form of a University Directive to increase the sustainability of the Utility System Operations that do not materially and adversely affect the Concessionaire's ability to meet its obligations hereunder, including the obligation to meet the Performance Standards. In addition, the Concessionaire will use commercially reasonable efforts throughout the Term to propose Capital Improvements and Material Changes pursuant to Article 4 that are reasonably intended to increase the sustainability of the Utility System Operations and the University Campus, including reduction of emissions, Utility use and other impacts on the environment. Further, the Concessionaire shall attend any University meetings regarding sustainability planning on the University Campus if requested by the University. Further, the Parties acknowledge that what constitutes "sustainability" may evolve over the Term and that the Parties intend that, for purposes of this Section 3.29, "sustainable" and "sustainability" shall have the then-current generally accepted utility industry meaning of the term, which, as of the date of this Agreement, includes undertaking measures to (i) reduce energy and water consumption, (ii) become a net-negative energy use, (iii) reduce the impact of operations on the environment, (iv) recycle and reuse resources, (v) purchase goods and services derived in a sustainable manner and (vi) employ goods and services that protect the environment. For the avoidance of doubt, the Concessionaire shall not be required to incur costs that would otherwise be Capped O&M Costs or Uncapped O&M Costs to comply with this Section 3.29 unless such costs are included in an Approved Five-Year Plan.

**Section 3.30. University Utility System Employees.** During the Term, the Concessionaire shall, or shall cause the Operator to, maintain a program for the employment of students of the University in connection with the Utility System Operations, which shall be on terms and conditions determined by the Concessionaire or Operator, as applicable. Further, the Concessionaire shall, or shall cause the Operator or their Affiliates to, develop and maintain an internship program for University students to gain hands-on, practical experience with structured educational and mentorship opportunities either with respect to the Utility System or other utility systems owned, leased, operated or maintained by the Concessionaire, the Operator or any of their Affiliates. In addition, the Concessionaire shall, or shall cause the Operator to, maintain a program for employment of apprentices serving industrial and skilled trades of boiler makers and water purveyors in connection with the Utility System Operations, which shall be on such reasonable terms and conditions as determined by the Concessionaire or Operator, as applicable. Further, the Concessionaire shall, or shall cause the Operator and their Affiliates to, develop experience with structured educational and mentorship opportunities either with respect to the Utility System or other utility systems owned, lease, operated or maintained by the Concessionaire, the Operator or any of their Affiliates.

**Section 3.31. Office Space.** To the extent requested by the Concessionaire in writing, the Parties shall use reasonable efforts to enter into a commercially reasonable license agreement with respect to the temporary license of office space (not to exceed 1,000 square feet) by the University to the Concessionaire within a location on the University Campus at no additional cost. The University shall not be required to provide such space if it determines, in its sole discretion, that it

does not wish to provide such space based on its current use, and it may terminate such license or may cause such licensed space to be moved to a new location at any time upon Notice to the Concessionaire and may require the Concessionaire to abide by reasonable rules and regulations, including limiting the hours of access thereto.

**Section 3.32. Utility System Space in Larger Buildings.** The Concessionaire acknowledges that each of McClure Hall Space, Transformer Storage Space and Vehicle Research Lab Space (the “Shared Spaces”) are not separate buildings but are spaces within larger buildings that the University owns. As such, the University shall retain the responsibility, either by University employees or Contractors at the University’s direction, to maintain, repair, replace and keep in good order and condition the structural and building-system components of the buildings in which the Shared Spaces are located, including the roof, load-bearing walls and foundation of each of the foregoing, except to the extent any maintenance, repair or replacement is caused by the negligence or willful misconduct of, or violation of applicable Law by, the Concessionaire or its Representatives, in which case the Concessionaire shall be responsible therefor and shall perform such maintenance, repair or replacement as promptly as reasonably practicable. Subject to the University’s rights under Section 3.23, if a building in which a Shared Space is located is damaged by a fire or other casualty of any kind or nature, then the University shall restore such building to the condition in which it existed prior to such fire or other casualty but shall not, for the avoidance of doubt, be responsible for repairing or restoring the furniture, fixtures or equipment within the Shared Space that are part of the Utility System. The Concessionaire shall abide by any reasonable rules and regulations promulgated by the University and provided to the Concessionaire in writing with respect to the buildings in which the Shared Spaces are located, and the Concessionaire shall have non-exclusive access to any common areas of the larger buildings (as identified by the University) in which those Shared Spaces are a part. The Concessionaire shall not be obligated to pay any additional rent with respect to the Shared Spaces.

## ARTICLE 4 CAPITAL IMPROVEMENTS AND MATERIAL CHANGES

**Section 4.1. Concessionaire Responsibility for Capital Improvements.** Other than the Ongoing Utility System Projects, the Concessionaire shall be responsible for all Capital Improvements with respect to the Utility System required to be completed during the Term in accordance with the terms of this Agreement, including as required by the Performance Standards.

**Section 4.2. Authorizations Related to Capital Improvements.** The Concessionaire’s obligation to perform Capital Improvements shall be subject to the issuance by Governmental Authorities and the University of any and all Authorizations required to be issued by such parties with respect thereto, and the University agrees (i) not to unreasonably withhold, condition or delay the issuance of any Authorization to be issued by the University for an Approved Capital Improvement and (ii) to use its reasonable efforts to assist the Concessionaire in obtaining any Authorizations required to be issued by Governmental Authorities, provided that the Concessionaire shall reimburse the University in a timely manner for any reasonable out-of-pocket costs incurred by the University in providing such assistance. Without limiting the generality of the foregoing, the University agrees that it will reasonably assist and cooperate with the Concessionaire in obtaining any and all Authorizations (including any required rights of access over real property that is owned or controlled by the University) in order for the Concessionaire to

perform an Approved Capital Improvement, which assistance shall include providing the Concessionaire reasonable access to the areas of the University Campus where the Approved Capital Improvement will be located, subject to the reasonable conditions and restrictions of the University, provided that the Concessionaire shall reimburse the University in a timely manner for any reasonable out-of-pocket costs incurred by the University in providing such assistance.

**Section 4.3. Approval of Capital Improvements and Material Changes.**

- (a) The Concessionaire shall not have the right to make any (i) Capital Improvements or (ii) Material Changes, except those Capital Improvements or Material Changes which are Approved pursuant to Section 4.3(c).
- (b) The Concessionaire shall have the right to request Approval of (I) a proposed Capital Improvement or Material Change or (II) a change in the scope or cost of a previously Approved Capital Improvement or Material Change at any time (and shall identify whether an item requested for Approval or any portion thereof is a Capital Improvement or Material Change or a combination thereof), but the University shall not be obligated to consider any such requests for Approval except those requests (i) (A) contained in a proposed Five-Year Plan submitted in accordance with Section 7.2 and (B) proposed to be commenced in the first full Fiscal Year in such proposed Five-Year Plan; (ii) required to address an Emergency, a change in Law or a change in a Performance Standard; (iii) required in connection with a University Directive; or (iv) required due to Force Majeure, all of which the University shall consider in good faith.
- (c) The Concessionaire shall request Approval of one or more proposed Capital Improvements or Material Changes or Approval of a proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change by (1) submitting a request to the University, or an office or person designated by the University Liaison, containing a detailed description of each proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change or (2) submitting a proposed Five-Year Plan in accordance with Section 7.2 containing a detailed description of each proposed Capital Improvement or Material Change proposed to be commenced in the first full Fiscal Year in such proposed Five-Year Plan or each proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change, provided that, in each case, such detailed description shall include: (A) total costs for construction and installation thereof, including all hard and soft costs, any financing costs and any applicable sales or use tax; (B) forecasted annual operations and maintenance costs therefor; (C) any proposed modification to the Recovery Period (if applicable) for such Capital Improvement; (D) an explanation of all relevant assumptions, variables, and data sources, used to develop the proposal; (E) the proposed schedules, process, and other technical and logistics details associated with the proposed Capital Improvement and/or Material Change proposal, including any liquidated damages if the Concessionaire fails to meet the proposed schedule; (F) how such proposed Capital Improvement and/or Material Change will improve the sustainability of

the Utility System Operations or the University Campus; (G) any actual or anticipated tax credits or other benefits that will accrue to the Concessionaire as a result thereof of which the Concessionaire has knowledge, and a description thereof as well as a description as to how such credits or benefits will be incorporated into the Capital Improvement Cost (if Approved); (H) any fee or charge payable to the Operator in connection with such Capital Improvement or Material Change; (I) any proposed change to the limits on the professional liability insurance coverage for the professionals providing services with respect to such Capital Improvement or Material Change and the associated change in the premium associated therewith and (J) any potential increase or reduction in Supply Costs or consumption of Supplies that would result from such Capital Improvement or Material Change; provided that, (x) to the extent any of the details set out in clauses (A) through (J) above are unavailable or inapplicable, the Concessionaire shall describe the reason for such unavailability or inapplicability and (y) to the extent that the Concessionaire has explicitly requested that the University respond only pursuant to Sections 4.3(c)(ii), (iii) or (iv), the Concessionaire may include an indicative estimate or estimate range with respect to Sections 4.3(c)(A) or (B). To the extent the University elects to, or is required to, consider a request for Approval of a proposed Capital Improvement or Material Change or a change in the scope or cost of a previously Approved Capital Improvement or Material Change, the University shall review such request and, in its discretion:

- (i) Approve such request in accordance with the terms of such request after having undertaken all such necessary action and secured all authorizations, consents and approvals required to be obtained by the University with respect to such Approval at such time, unless the Concessionaire's written request submitted to the University explicitly requested that the University respond only pursuant to Sections 4.3(c)(ii), (iii) or (iv); or
- (ii) provide a written response requiring that the Concessionaire (1) perform additional work with respect to such proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change to provide further information regarding the scope, design or cost thereof and/or multiple alternative designs therefor to the University, which additional work may include procuring design services or a quotation for a guaranteed maximum price or lump sum contract from a contractor or multiple contractors for the proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change or procuring any details set out in clauses (A) through (I) of Section 4.3(c)(2) that were previously unavailable, provided that the cost of such additional work shall be subject to the University's prior Approval, and (2) after performing such additional work, submit a revised request for Approval by the University pursuant to this Section 4.3(c), which revised request, if the initial request was made in connection with the submission of a proposed Five-Year Plan, the University shall consider with respect to



the same proposed Five-Year Plan, if submitted within 15 Days before the commencement of the first Fiscal Year of such Five-Year Plan; or

- (iii) (1) provide the Concessionaire with comments on such proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change, including comments on any details provided in the Concessionaire's proposal, which may include comments from the University intended to align the proposal with the larger University Campus capital improvement plans existing at such time or disagreeing with its characterization as a Capital Improvement or Material Change, and (2) require that the Concessionaire incorporate such comments and submit a revised request for Approval pursuant to this Section 4.3(c); provided that if the University elects to exercise its rights under this Section 4.3(c)(iii), then the Concessionaire shall have the right, upon written notice to the University, to withdraw its request for Approval; or
- (iv) (1) reject such proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change and (2) if such proposed Capital Improvement or Material Change or change to the scope of a previously Approved Capital Improvement or Material Change is necessary to comply with Prudent Industry Practices, applicable Law, or the Performance Standards, provide the Concessionaire with a reasonably detailed explanation for such rejection, provided that the University shall not be permitted to reject such proposal under this Section 4.3(c)(iv) if (w) such proposal is required to cause the Utility System to comply with any new Law or change in Law existing as of the Setting Date and the Concessionaire has received written notice from the applicable Governmental Authority that the Utility System is not in compliance therewith, (x) the Concessionaire has reasonably investigated any potential alternatives to such proposal and provided the University with reasonable evidence of such investigation, (y) the Concessionaire has discussed in good faith with the University and reasonably considered any potential viable alternatives to such proposal and (z) the University has provided no reasonable alternative that would address such new or changed Law, as applicable, that the University has confirmed that it would Approve.

Notwithstanding anything to the contrary in the foregoing, if a single request for Approval pursuant to this Section 4.3(c) includes multiple discrete proposed Capital Improvements or Material Changes or changes in the scope or cost of a previously Approved Capital Improvement or Material Change, the University shall have the right to provide different responses with respect to each proposal included in such request.

- (d) To the extent that the Concessionaire elects to abandon a proposed Capital Improvement or Material Change after it has been Approved by the University,



which the Concessionaire may do so upon Notice to the University, unless such Capital Improvement or Material Change is the subject of a University Directive, the Concessionaire shall be obligated to promptly restore the Utility System and any other affected area of the University Campus to the condition that existed prior to the commencement of such Capital Improvement or Material Change. As a condition of its Approval of any proposed Capital Improvement or Material Change or proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change, the University may require certain payments of liquidated damages by the Concessionaire to the University if the Concessionaire does not meet the timeframe set forth in the applicable Approval regardless of the abandonment of such Capital Improvement or Material Change, but only to the extent such liquidated damages are proposed in the Concessionaire's most recent request for Approval thereof.

- (e) To the extent a proposed Capital Improvement or proposed change in a previously Approved scope or cost of a Capital Improvement is Approved, the Concessionaire shall have the right to (i) deem the cost of such Capital Improvement (up to the Approved amount) or the change in such cost (up to the Approved amount), as applicable, a New Approved Capital Improvement Cost in accordance with Schedule 5 and (ii) include the out-of-pocket costs incurred by the Concessionaire in connection with preparing and submitting a revised request for Approval of such Capital Improvement pursuant to Section 4.3(c)(ii) (if applicable) as part of such New Approved Capital Improvement Cost. The Approved out-of-pocket costs incurred by the Concessionaire pursuant to Section 4.3(c)(ii)(1) in connection with a proposed Capital Improvement or a proposed change in the scope or cost of a previously Approved Capital Improvement that is not Approved shall be included in Uncapped O&M Costs. For any proposed Material Change that is not a Capital Improvement or any proposed change in the scope or cost of a previously Approved Material Change, the out-of-pocket costs incurred by the Concessionaire pursuant to Section 4.3(c)(ii) shall be included in Uncapped O&M Costs.
- (f) After Approval of a proposed Capital Improvement or Material Change or a proposed change in the scope or cost of a previously Approved Capital Improvement or Material Change, the Concessionaire shall make such Capital Improvement or Material Change in accordance with this Agreement, but subject to Section 4.3(d).
- (g) Notwithstanding anything to the contrary contained in this Section 4.3, to the extent that the Concessionaire incurs any out-of-pocket costs as O&M Costs, it shall have the right to request that the University Approve those costs as a Capital Improvement and that those costs be considered as such, and such request shall be considered a request for Approval of a proposed Capital Improvement.
- (h) In the event that the cost of any Approved Capital Improvement or Material Change is less than \$100,000 (Adjusted for Inflation), such costs will be classified

as Uncapped O&M Costs for purposes of calculating the Utility Fee, unless otherwise indicated by the University, in its discretion, in its Approval thereof.

**Section 4.4. University's Capital Plan.** The Concessionaire shall reasonably cooperate with the University in the development, modification, and discussion of the University's capital plans and energy conservation initiatives, including participating with the University's capital planning and capital plan forecasting processes, attending planning meetings, and, as requested by the University, attending and participating in University meetings related to the University's capital plans.

## **ARTICLE 5 MODIFICATIONS**

**Section 5.1. University Directives.** The University may, at any time during the Term, issue a University Directive to the Concessionaire, which may include (i) the construction of Capital Improvements and the addition to or removal from the Utility System of buildings or other improvements owned, leased or operated by the University or its Affiliates or (ii) the design, demolition, project management, construction, repair, replacement, remodeling, renovation, reconstruction, enlargement, addition, alteration, painting, or structural or other improvements not included in the Utility Facilities but related thereto. No University Directive shall have the effect of reducing the components of the Variable Fee Component or Fixed Fee. Subject to the Concessionaire having obtained (with the cooperation of the University) all relevant Authorizations from all relevant Governmental Authorities required for the relevant work, the Concessionaire shall perform the work required to implement such University Directive. Utility Facilities constructed as the result of a University Directive shall be (a) deemed to be part of the Utility System for purposes of this Agreement and (b) included in the Utility System to be operated by the Concessionaire under the terms of this Agreement. To the extent any University Directive requires the construction of a Capital Improvement, the cost of such Capital Improvement shall be included as a New Approved Capital Improvement Cost up to the Approved cost of such Capital Improvement set forth in the University Directive. To the extent any University Directive requires the construction of anything other than a Capital Improvement, the costs associated therewith shall be Uncapped O&M Costs in accordance with the definition thereof. In addition, with respect to any University Directive, the Concessionaire and the University shall determine in good faith the forecasted annual ongoing operations and maintenance costs associated with such University Directive (or any reductions in current annual ongoing operations and maintenance costs associated therewith), and the Capped O&M Index shall be increased or decreased by such amount. To the extent that that an order or directive would be a University Directive but for the operation of sub-paragraph (4)(y) of the definition of "University Directive", and in the event that the Concessionaire notifies the University in writing that it is not willing to carry out such order or directive for such reason: (A) the University may elect to engage a third party to perform the relevant order or directive, and (B) if the University so elects, the University and the Concessionaire shall determine in good faith any corresponding adjustments to the Utility Fee and other provisions of the Concession Agreement that may be required to put the Parties in substantially the same economic position as they were prior to such actions being taken, provided the University shall not be required to compensate the Concessionaire for any benefit that the Concessionaire would have received if it undertook the University Directive.

**Section 5.2. Performance of Modifications.** Subject to the other provisions of this Article 5, the Concessionaire shall ensure that University Directives are performed in a good and professional manner and diligently complied with and implemented in accordance with Prudent Industry Practices.

**Section 5.3. Addition, Removal and Lease of Property.**

- (a) If, after the Closing Date, the University sells, conveys, leases for a period of time longer than the remaining Term or otherwise transfers ownership of any real property within the University Campus to a third party unaffiliated with the University, then, contemporaneously with such transfer, the Concessionaire shall disconnect such real property from the Utility System and remove or abandon in place all Utility Facilities and Utility System Assets thereon and shall not be permitted to serve such real property, except if Approved in accordance with Section 3.15(c). However, if the University elects to enter into a concession agreement, ground lease, management agreement or similar agreement with a third party to operate and maintain any real property that had been part of the University Campus, the Concessionaire shall not be required to disconnect such real property from the Utility System. If such disconnection causes a Capital Improvement that is or had been a New Approved Capital Improvement to be removed from the Utility System, the Capital Improvement shall continue to be included in the Variable Fee Component in accordance with this Agreement as if not removed from the Utility System. The Concessionaire shall reasonably cooperate with the University and the transferee of such real property in such disconnection. In connection therewith, the University and the Concessionaire shall cooperate in good faith to make any reasonably necessary adjustments to the Key Performance Indicators and the Performance Standards as a result of such sale, conveyance or lease.
- (b) Due to the fact that the Concessionaire is agreeing to service the University Campus throughout the Term, if, after the Closing Date, the University currently or thereafter leases, sub-leases, or otherwise provides a leasehold interest in real property served by the Utility System for less than or equal to the period of time remaining in the Term to a third party unaffiliated with the University, then, to the extent that it would not be prohibited by Law, the Concessionaire shall continue to provide Utilities to such real property in accordance with this Agreement, and the University shall remain obligated to pay the Utility Fee attributable to such real property. The Concessionaire is only entitled to the continued receipt of the Utility Fee attributable to such real property and shall have no interests or rights to charge or collect additional payments from the University, the lessees or sub-lessees for the provision of Utilities to such real property.
- (c) The University, at its discretion, may, pursuant to a University Directive, cause the Concessionaire to provide Utility Services to any portion of the University Campus not served by the Utility System at that time and may expand the definition of the University Campus.

## ARTICLE 6 PERFORMANCE STANDARDS

**Section 6.1. Compliance with Performance Standards.** The Concessionaire shall, at all times during the Term, cause the Utility System Operations to comply with and implement the Performance Standards in all material respects (including any changes or modifications to the Performance Standards pursuant to the terms of this Agreement); provided that the Concessionaire shall have a reasonable period of time to comply with the introduction of changes or modifications to the Performance Standards that are made from time to time in accordance with the terms of this Agreement. From and after the date on which the Concessionaire is required to have an Operations Plan pursuant to the Performance Standards, the Concessionaire shall have in place at all times during the Term an Operations Plan. Except as specifically set forth herein, the Concessionaire shall perform all work required to comply with and implement the Performance Standards (including the Capital Improvements described therein) as part of the Utility System Operations and at its sole cost and expense.

**Section 6.2. Proposed Performance Standards.** If the Concessionaire, at its cost and expense, wishes to implement and use performance standards for the operation of the Utility System other than the Performance Standards, the Concessionaire must provide notice of such proposed performance standards to the University for Approval. The Concessionaire's proposed performance standards must be accompanied by an explanation of the Concessionaire's rationale for making its proposal and all relevant supporting information, certificates, reports, studies, investigations and other materials as are necessary to demonstrate that the Concessionaire's proposed performance standards are reasonably designed to achieve or improve upon the intent of the applicable Performance Standards and are in compliance with Prudent Industry Practices and applicable Laws. The University may request any additional supporting information, certificates, reports, studies, investigations and other materials as are reasonably required by the University to determine if the Concessionaire's proposed performance standards are reasonably designed to achieve or improve upon the objectives of the applicable Performance Standards. Until the University provides its Approval for the implementation of the Concessionaire's proposed performance standards, the Concessionaire shall not implement the proposed performance standards and shall implement and comply with the Performance Standards. The Concessionaire's proposed performance standards shall be deemed incorporated into the Performance Standards upon Approval by the University in accordance with the terms hereof. It shall be unreasonable for the University to withhold its Approval if the proposed performance standards are reasonably designed to achieve or improve upon the intent of the applicable Performance Standards in a manner that does not unreasonably increase the cost to the University. If the University refuses to Approve any proposed performance standards and the Concessionaire disagrees with such refusal, the Concessionaire's sole remedy shall be to submit such dispute to the procedures set forth in Article 18.

**Section 6.3. Modified Performance Standards.**

- (a) The Parties acknowledge that the services provided hereunder by the Concessionaire to the University may impact the quality of life on the University Campus. Because of the importance to the University of maintaining high standards with respect to such campus life, the University shall have the right, at

any time during the Term, to modify or change the Performance Standards upon notice to the Concessionaire to (i) comply with any new Law or change in Law applicable to the Utility System Operations or (ii) conform the Performance Standards to standards or practices generally adopted with respect to Comparable Utility Systems or Prudent Industry Practices; any such modification shall not constitute a Compensation Event. In the event the University modifies the Performance Standards in accordance with the immediately preceding sentence, the Concessionaire shall promptly perform all work required to implement and shall comply with all such modifications and changes and in no event shall the Concessionaire be excused from compliance with any such modification or change, except as otherwise expressly provided in this Agreement, the cost of which shall be included in Uncapped O&M Costs (but only to the extent of the costs incurred to cause the Utility System to initially comply with such modification or change) or New Approved Capital Improvement Costs (if such modifications or changes are Capital Improvements); provided that the cost of ongoing compliance with any such modification or change may be included in Capped O&M Costs, if such costs would be included in the definition thereof. If (x) any such modification or change is a New Approved Capital Improvement, then the Concessionaire and the University shall determine in good faith the forecasted annual operations and maintenance costs for such New Approved Capital Improvement or (y) such modification or change is not a New Approved Capital Improvement but the Concessionaire and the University determine, in good faith, that it will require additional ongoing Capped O&M Costs after the completion of such modification or change, then, in each case, the Capped O&M Index shall increase by such amount. The Concessionaire shall have the right to challenge, pursuant to Article 18, any modified Performance Standard on the grounds that it does not meet the requirement of this Section 6.3(a). In connection with a change in the Performance Standard under this Section 6.3(a), the University and the Concessionaire shall cooperate in good faith to make any reasonably necessary adjustments to the Key Performance Indicators and any other Performance Standards as a result thereof.

- (b) If, during the Term, the University is of the opinion that a modification or change to the Performance Standards is necessary or desirable but such modification or change is not required by Section 6.3(a), the University may upon reasonable written notice to the Concessionaire modify or change the Performance Standards; provided, however, that any such change(s) or modification(s) in the aggregate in a Fiscal Year shall constitute a Compensation Event only if such change(s) or modification(s) (i) are not in response to any action or omission on the part of the Concessionaire or the Operator and (ii) result in an increase, during any Fiscal Year, in operating expenses attributable to compliance with such change(s) or modification(s) (taking into account all such previous changes or modifications applicable in such Fiscal Year or any previous Fiscal Year) in excess of \$75,000 (annually Adjusted for Inflation) which cannot be charged through to the University as part of O&M Costs or recovered as a New Approved Capital Improvement Cost. At the University's request, the Concessionaire shall perform all work required to implement and shall comply with all such modifications and



changes, and in no event shall the Concessionaire be excused from compliance with any such modification or change.

- (c) The University shall have the right to undertake the work necessary to ensure implementation of and compliance with any such modification or change to the Performance Standards if the Concessionaire fails to do so within a reasonable period of time; provided, however, that to the extent that such work is undertaken by the University, the Concessionaire shall pay to the University within 10 Business Days following demand therefor, or the University may offset from amounts owing to the Concessionaire in connection with such modification or change, (i) with respect to changes pursuant to Section 6.3(a) all costs to comply with such Performance Standard and (ii) with respect to Section 6.3(b), the costs of the portion of the work performed in order to comply with the Performance Standards existing immediately prior to such modification or change, and the University shall be responsible only for the incremental costs of the additional work required in order to implement such proposed modification or change to the Performance Standards and, without duplication with the foregoing, the Concession Compensation with respect to such modification or change.

**Section 6.4. Post-Closing Transition Period Assessment.** During the Post-Closing Transition Period, the Concessionaire shall have the right to propose to the University modifications to the Performance Standards and Key Performance Indicators based on the Concessionaire's assessment of historic Utility System Operations, including reasonable evidence to support such modification. The University shall consider any such proposals in good faith but shall not be obligated to agree to any such modifications. If the Concessionaire and the University, each acting reasonably, agree to such modifications, they shall enter into an amendment to memorialize such changes.

## ARTICLE 7

### UTILITY FEE, FIVE-YEAR PLAN, AND ENERGY SUPPLY

#### Section 7.1. Utility Fee.

- (a) As compensation for the services provided hereunder by the Concessionaire to the University in connection with the Utility System, the University shall pay to the Concessionaire the Utility Fee for each Fiscal Year or portion thereof during the Term as determined in accordance with the formula described in Schedule 5 and in the manner set forth in this Section 7.1. At least 180 Days prior to the commencement of any Fiscal Year during the Term (other than the first Fiscal Year), the Concessionaire shall provide a forecast of the Utility Fee (as determined in accordance with Schedule 5, and subject to the limitations therein) to the University for the upcoming Fiscal Year (the "Forecast Utility Fee"), provided that the Concessionaire shall, by notice to the University (i) on or before 90 Days prior to the commencement of any Fiscal Year and (ii) again at least 10 Days and no more than 30 Days prior to the commencement of such Fiscal Year, adjust such Forecast Utility Fee as necessary, as determined by the Concessionaire in its good faith and reasonable discretion; provided, with respect to the Fiscal Year



commencing on the first July 1 to occur after the Closing Date, the Concessionaire shall provide the Forecast Utility Fee to the University by the later of 180 Days before the commencement of the next Fiscal Year and 30 Days after the Closing Date. The University shall pay the Forecast Utility Fee in 12 equal monthly installments, payable on the first Day of every month during the Fiscal Year, provided that if the Term expires on a date that is not the last day of a Fiscal Year, the Forecast Utility Fee for that last partial Fiscal Year shall be prorated based on the number of Days in that last Fiscal Year. The Forecast Utility Fee for the first Fiscal Year of the Term shall be \$10,594,422.81 prorated based on the number of Days remaining in the first Fiscal Year after the Closing and payable in equal monthly installments over the number of months remaining in such Fiscal Year. For purposes of providing the Forecast Utility Fee for any Fiscal Year after the first Fiscal Year, the Parties shall meet in advance and, acting in good faith, shall agree on the methodology for determining the Forecast Utility Fee, including, but not limited to, estimations of the CPI Index and the Capped O&M Costs for the current Fiscal Year.

- (b) Within 60 Days after the end of each Fiscal Year, the Concessionaire shall deliver to the University a statement (the “Reconciliation Statement”) which states the actual Utility Fee (as determined in accordance with Schedule 5, and subject to the limitations therein) for such Fiscal Year and provides a detailed accounting of each component of the Utility Fee and of the Capped O&M Costs incurred in such Fiscal Year, in each case calculated in a form and with such detail as may be reasonably requested by the University for the determination of the Utility Fee set forth in the Reconciliation Statement, including the details described in Section 7.1(c) below. If the Reconciliation Statement reveals that the Utility Fee for a Fiscal Year (as determined in accordance with Schedule 5, and subject to the limitations therein) is more than the Forecast Utility Fee for that Fiscal Year, the University agrees to pay the Concessionaire the difference in a lump sum within 30 Days after receipt of the Reconciliation Statement. If the Reconciliation Statement reveals that the Utility Fee for such Fiscal Year is less than the Forecast Utility Fee for that Fiscal Year, the Concessionaire will pay the University the difference in a lump sum within 30 Days after receipt of the Reconciliation Statement. In addition to the foregoing, the Concessionaire shall deliver to the University the quarterly reporting described in Section 8.1(d).
- (c) In the Reconciliation Statement for each Fiscal Year, the Concessionaire shall set forth in reasonable detail (including any relevant backup documentation) the difference between the Baseline Capped O&M Costs and the actual Capped O&M Index for that Fiscal Year, which Capped O&M Index for that Fiscal Year shall be modified, solely for the purposes of this calculation, by making the following adjustments to the Capped O&M Costs used for each relevant prior Fiscal Year to calculate the Capped O&M Index for that Year: (i) increase the applicable Fiscal Year’s Capped O&M Costs by the amount of Capped O&M Costs that were avoided in that Fiscal Year as a direct result of the implementation of New Approved Capital Improvements and (ii) excluding the Capped O&M Costs attributable to payroll and benefits due to employees that were engaged in the

operations and maintenance of the Utility System (the “Annual Savings”). If the Annual Savings for a Fiscal Year is a positive amount, the Concessionaire shall be entitled to receive, as a component of the Utility Fee, an amount equal to 50% of the Annual Savings (the “Annual Savings Incentive”) for such Fiscal Year, provided that if some or all of such Annual Savings is due to a Non-Recurring Savings, the Concessionaire shall not be entitled to the Annual Savings Incentive associated therewith. The Annual Savings Incentive shall be calculated on a pro-rated basis in respect of any Fiscal Year which only partially falls within the Term.

- (d) The records that the Concessionaire maintains with respect to the calculation of the actual Utility Fee shall be retained by the Concessionaire for a period of 5 Fiscal Years following the Fiscal Year to which such Utility Fee applied. The University shall have the right, through its Representatives, to examine, copy and audit such records at reasonable times, upon not less than 5 Business Days’ prior notice, at such place within the City of Moscow, Idaho as the Concessionaire shall reasonably designate from time to time for the keeping of such records. All costs of any such audit shall be borne by the University; provided, however, that if such audit establishes that the Utility Fee for the applicable Fiscal Year was lower than the final determination thereof as set forth in the Reconciliation Statement, by at least 1.0%, then the Concessionaire shall pay the cost of such audit. If, as a result of such audit, it is determined that the University has overpaid the Concessionaire on account of the Utility Fee, then the Concessionaire shall reimburse the University for any (i) undisputed amounts within 30 Days after such determination and (ii) amounts which have been determined to be due pursuant to Article 18 within 30 Days after such determination. If the Concessionaire disputes the results of an audit conducted pursuant to this Section 7.1(d), the Concessionaire’s sole remedy shall be to submit such dispute to the procedures set forth in Article 18.
- (e) In addition, if an audit conducted pursuant to Section 7.1(d) establishes that the Utility Fee for the applicable Fiscal Year was lower than the final determination thereof, as set forth in the Reconciliation Statement, by at least 3.0%, then in addition to paying the cost of such audit and reimbursing the University for the payments in accordance with Section 7.1(d), the Concessionaire shall pay, as liquidated damages, 3 times the amount of the difference between the Utility Fee and the amount set forth in the Reconciliation Statement. The University and the Concessionaire agree that it would be impracticable and extremely difficult to fix the actual damage to the University if the actual Utility Fee was lower than the amount shown in the Reconciliation Statement by at least 3.0%. The University and the Concessionaire therefore agree that, in such instance, 3 times the amount of the difference between the Utility Fee and the amount set forth in the Reconciliation Statement is a reasonable estimate of the University’s damages and that the University shall be entitled to said sum as liquidated damages. If the Concessionaire disputes the results of an audit conducted pursuant to Section 7.1(d), the Concessionaire’s sole remedy shall be to submit such dispute to the procedures set forth in Article 18.

**Section 7.2. Five-Year Plan.**

- (a) The Concessionaire shall submit to the University a proposed Initial Five-Year Plan on or before 90 Days following the Closing Date and shall thereafter submit to the University a proposed Five-Year Plan at least 180 Days prior to the end of each Fiscal Year during the Term. Each proposed Five-Year Plan shall include the Capital Improvements and Material Changes (and shall identify whether an item requested for Approval is a Capital Improvement or Material Change or a combination thereof) that the Concessionaire proposes to make in each Fiscal Year in such proposed Five-Year Plan as well as anticipated O&M Costs, delineated between Capped O&M Costs and Uncapped O&M Costs, and the anticipated types of Supplies that will be used for each such Fiscal Year, including the estimated usage pattern over the course of the first Fiscal Year. The initial Five-Year Plan can include, and the University will consider in accordance with Section 4.3, proposed Capital Improvements and Material Changes to the Utility System to address any conditions of the Utility System existing prior to the Closing Date. Each proposed Five-Year Plan shall be submitted in a format reasonably acceptable to the University as of the date of submission.
  
- (b) The University shall review and provide comments to the Concessionaire on the proposed Five-Year Plan, provided that to the extent pertaining to proposed Capital Improvements or Material Changes relating to the first full Fiscal Year in the proposed Five-Year Plan, such review and comments shall be conducted and provided in accordance with Section 4.3(c), and provided further that, subject to Section 7.2(c), if the University shall have previously Approved any such Capital Improvement or Material Change included in the proposed Five-Year Plan, the University shall not have the right to modify or rescind such prior Approval to the extent of such prior Approval. The Concessionaire shall promptly incorporate and use the University's comments on the proposed Five-Year Plan to prepare a revised version thereof and submit such revised version to the University. This process shall continue until the University Approves all components of the proposed Five-Year Plan, including the estimated usage of Supplies over the first Fiscal Year in such Five-Year Plan.
  
- (c) The proposed Five-Year Plan Approved by the University shall become the Approved Five-Year Plan as of the commencement of the first Fiscal Year in such proposed Five-Year Plan (or, in the case of the proposed Initial Five-Year Plan, as of the date of the University's Approval); provided, however, that no portion of an Approved Five-Year Plan related to the second through fifth full Fiscal Years therein shall be deemed Approved by the University, except to the extent that a Capital Improvement or Material Change is scheduled pursuant to such Approved Five-Year Plan to be started in the first full Fiscal Year and completed in the second through fifth full Fiscal Years therein. For the avoidance of doubt, the Approval of a Five-Year Plan that includes a Capital Improvement or Material Change that is not scheduled to be commenced until the second Fiscal Year therein at the earliest shall not be deemed an Approval of such Capital Improvement or Material Change for purposes of Article 4 or this Article 7.

- (d) If the Concessionaire does not accommodate or otherwise resolve any comment provided by the University pursuant to Section 7.2(b), the Concessionaire shall deliver to the University, within 10 Days after receipt of the University's comments, a written explanation as to why accommodation or other resolution of such comment would not allow the Concessionaire to meet the requirements of Section 3.2(a)(ii). The explanation shall include the facts, analyses and reasons that support the conclusion regarding such comment. Any dispute between the Concessionaire and the University over such comment shall be resolved pursuant to the procedures set forth in Article 18.
- (e) If a proposed Five-Year Plan or a portion thereof is not Approved by the commencement of the first Fiscal Year in such proposed Five-Year Plan, the Approved Five-Year Plan or relevant portion thereof shall continue in effect until a new proposed Five-Year Plan is Approved, provided that in the case of the proposed Initial Five-Year Plan, no Approved Five-Year Plan shall be in effect until the proposed Initial Five-Year Plan is Approved, and provided further that nothing in this Section 7.2 shall permit the Concessionaire to make a Capital Improvement or Material Change except if it is Approved in accordance with Section 4.3(c). Until the initial Five-Year Plan is Approved following the Closing Date, the Concessionaire shall operate the Utility System in accordance with this Agreement and otherwise in substantially the same manner it had been operated immediately prior to Closing provided that nothing in this Section 7.2 shall permit the Concessionaire to make a Capital Improvement or Material Change except if it is Approved in accordance with Section 4.3(c).
- (f) For the avoidance of doubt, the Concessionaire's right to receive the Utility Fee, subject to the limitations contained herein and in Schedule 5, shall not be modified or superseded by the Approved Five-Year Plan.
- (g) Except as otherwise provided in Section 7.2(c), the contents of any Approved Five-Year Plan shall not be binding on any future Five-Year Plan.
- (h) Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that all payments to the Operator pursuant to any agreement between the Concessionaire and the Operator to operate the Utility System that have been previously Approved by the University on or prior to the Closing Date, shall be deemed Approved and shall require no further Approval for any Five-Year Plan, provided that such payments do not materially differ from the payments or payment mechanics that were Approved by the University in its Approval of the Operator or otherwise.
- (i) In acknowledgement of the importance of the Utility System to the operation of the University Campus and the integrated delivery of services to students, employees, staff, faculty and visitors of the University Campus, the University Liaison and other University Representatives selected by the University will meet with a representative of the Concessionaire and the Operator on a quarterly basis in order to discuss and assess the implementation of the then-current Five-Year

Plan, including any delays or failures to meet the then-current Five-Year Plan and discuss the development of the immediately subsequent Five-Year Plan.

### **Section 7.3. Energy and Water Supply.**

- (a) The Concessionaire shall assist the University with the procurement of sufficient electricity, natural gas, biomass or other energy supply inputs and domestic water necessary to fully operate the Utility System as set forth in the Performance Standards (the “Supplies”). At the University’s direction, assistance may include, but not be limited to, identification and development of Supply procurement opportunities, provision of market analysis and advice regarding the same, acting on behalf of the University to negotiate or assist in negotiating Supply purchases, acting on behalf of the University or assisting the University in the operation of bidding mechanisms to procure competitive retail Supplies. The University shall be responsible for paying all Supply Costs directly to the vendor of such Supplies. The University, in connection with its commitment to sustainability, minimization of environmental impact, responsible energy procurement, and its rights and responsibilities as the energy Supply customer of record, shall enter into any contracts with a third party for providing Supplies to the Utility System (each, a “Supply Contract”); provided that the University shall have made a reasonable determination that each such Supply Contract is consistent with the then-current Approved Five-Year Plan or has issued a University Directive with respect to such Supply Contract. The University shall, in its sole discretion, determine the types and sources of the Supplies and the appropriate entity (among the Concessionaire, the Operator and the University) to execute each Supply Contract and, if applicable, any Authorization related to Supplies, described in Section 7.3(d), with the Concessionaire or Operator executing pursuant to a power of attorney, and the Concessionaire shall operate the Utility System consistent with the types and sources of Supplies determined by the University. In any case, regardless of which entity executes a Supply Contract, the University will be considered as the exclusive customer of the Supplies procured pursuant to this Section 7.3(a) or used for the operation of the Utility System. Notwithstanding the foregoing, the Parties acknowledge that as of the Time of Closing, there shall be in place certain Supply Contracts to provide Supplies as described in Schedule 6, and the Concessionaire’s obligations under this Section 7.3(a) with respect to the Supplies which are the subject of such Supply Contract shall be met by managing those Supply Contracts until their expiration or termination, at which time the Concessionaire shall be responsible for assisting the University with the procurement of those Supplies for the University Campus as provided herein immediately following the expiration or termination of those Supply Contracts. For the avoidance of doubt, if the third-party supplier of the Supplies fails to deliver such Supplies pursuant to the applicable Supply Contract, (i) such failure shall be a Delay Event (except with respect to any failure to deliver Supplies on University locations outside of the University Campus) and (ii) the Concessionaire acting on behalf of the University shall use commercially reasonable efforts to cause such third-party supplier to deliver such Supplies as soon as reasonably practicable, and (iii) as necessary, assist the University with the prompt replacement of such third-party supplier.



- (b) The Concessionaire shall, upon written notice from the University, be responsible for assisting the University with the procurement, billing and/or management of Supplies to the University or its Affiliates on University locations outside of the University Campus, and such assistance with the procurement, billing and/or management of Supplies shall be deemed part of the Utility System Operations. For clarification purposes, the Concessionaire shall be responsible for assisting the University with the management of Supplies under any existing Supply Contract described in Schedule 6 as provided in Section 7.3(a).
- (c) The Concessionaire shall ensure that any Supply Contracts negotiated by the Concessionaire provide that invoices are remitted to the Concessionaire, if so requested by the University in writing, or to such other entity as identified by the University. Promptly after receipt of such an invoice for Supply Costs from a third party but in no event more than 5 Business Days after receipt thereof, the Concessionaire shall forward the supplier's invoice to the University, and the Concessionaire shall have no obligation to pay such Supply Costs.
- (d) The Concessionaire shall be responsible for extracting the domestic water used for the Utility System from the aquifers appurtenant to the University Campus in accordance with, and as a licensee of the University with respect to, the applicable Authorizations therefor or such other source as Approved by the University, provided that, for the avoidance of doubt, the University shall not be required to convey, nor deemed or considered, to have conveyed any of its water rights to the Concessionaire.
- (e) The Concessionaire shall cause the Utility System to be operated using a mix of Supplies supported by the then-current Supply Contracts and the Approved Five-Year Plan. The Concessionaire shall consult the University with respect to any adjustments to the mix of Supplies required to operate the Utility System in accordance with this Agreement and any such adjustments shall only be made upon Approval from the University, which may be withheld in its sole discretion.

**Section 7.4. Energy Use Intensity Reduction and Energy Conservation Measures.**

In furtherance of the objectives set forth in Section 3.29, within 2 Years after the Closing Date, the University shall have the right to request in writing that the Concessionaire diligently prepare and provide to the University a detailed study with recommendations and proposals for opportunities to reduce the energy use intensity on the University Campus, and the Concessionaire shall in good faith discuss with the University the Concessionaire implementing such recommendations and proposals. In addition, in connection with each Five-Year Plan, the Concessionaire may propose certain measures or improvements on the University Campus, including energy conservation measures, buying strategies in connection with Supplies, or such other improvements anticipated to achieve an energy use intensity reduction. The University may consider such proposals in its discretion in connection with reviewing such Five-Year Plan and any Approval of the same may include a shared savings of costs with respect thereto.



## ARTICLE 8 REPORTING; AUDITS; INSPECTIONS

### Section 8.1. Reports; Environmental Incident Management.

- (a) *Incident Management and Notifications.* The Concessionaire shall (i) provide notice to the University of all Emergencies as promptly as possible, and, in any event, not later than 6 hours after the Concessionaire or the Operator becomes aware of the Emergency, and (ii) promptly provide notice to the University of all material accidents and incidents occurring with respect to the Utility System and of all claims in excess of \$25,000 annually made by or against the Concessionaire or potential claims in excess of \$25,000 annually that the Concessionaire reasonably expects to make against, or to be made against it by, third parties.
  
- (b) *Environmental Incident Management and Notifications.* The Concessionaire shall provide notice to the University as promptly as possible, and, in any event, not later than 6 hours after the Concessionaire becomes aware of the Release (accidental or otherwise) of any reportable quantity, as defined under applicable Environmental Law, of Hazardous Substances occurring with respect to the Utility System or otherwise on the University Campus or any part thereof, which notice shall include the time of such Release, the agencies involved, the damage that has occurred and the remedial action taken. The Concessionaire shall be financially responsible and shall pay the costs and expenses of any remediation required as a result of any such Release of Hazardous Substances caused by the willful misconduct or negligent action of, or permitted by the negligent inaction of, the Concessionaire or any of its Representatives, which costs shall not be recoverable by the Concessionaire as part of the Utility Fee or otherwise pursuant to this Agreement, and the Concessionaire shall not be financially responsible for other Releases of Hazardous Substances from the Utility System. Regardless of the foregoing, unless such Release is an Excluded Liability, the Concessionaire shall be responsible for the remediation of any Releases of Hazardous Substances from the Utility System. The Concessionaire shall not be financially responsible for the actions or inactions of third parties except for (i) those actions or inactions with respect to which the Concessionaire or any of its Representatives shall have had prior knowledge of and could have used commercially reasonable efforts to prevent or mitigate and (ii) those actions or inactions consented in writing to or directed in writing by the Concessionaire or any of its Representatives. As between the University and the Concessionaire, the University shall be designated the generator for the disposal of all Hazardous Substances or other contamination, except for any Hazardous Substances that were Released by the willful misconduct or negligent action of, or permitted by the negligent inactions of, the Concessionaire, the Operator or any of their respective Representatives.
  
- (c) *Financial Reports.* The Concessionaire shall deliver to the University within 120 Days after the end of each Fiscal Year a copy of the audited balance sheets of the Concessionaire at the end of each such Fiscal Year and the related audited statements of income, changes in equity and cash flows for such Fiscal Year,

including, in each case, the notes thereto, together with the report thereon of the independent certified public accountants of the Concessionaire, in each case in a manner and containing information consistent with the Concessionaire's current practices and certified by the Concessionaire's chief financial officer that such financial statements fairly present the financial condition and the results of operations, changes in equity and cash flows of the Concessionaire as of the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP or IFRS, provided that if such financial statements are prepared in accordance with IFRS, such financial statements shall include a reconciliation statement setting forth any material discrepancies between IFRS and GAAP reporting with respect to the subject matter thereof. The Concessionaire's independent certified public accountants shall be subject to the University's Approval. The annual reasonable, actual out-of-pocket cost of preparing these audited financial statements shall, for the first three Fiscal Years (and any partial Fiscal Year) after the Closing be treated as Uncapped O&M Costs, and shall not be included in the calculation of the Capped O&M Index, and, after such period has elapsed, those reasonable, actual out-of-pocket costs shall be considered Capped O&M Costs and included in the Capped O&M Index by taking them into account in the calculation of historical Capped O&M Costs for the prior 3 Fiscal Years in the manner specified in the definition of "Capped O&M Index" in Schedule 5).

- (d) *Utility Fee Reports.* The Concessionaire shall deliver to the University within 30 Days after the end of each Quarter during a Fiscal Year a report showing (i) the calculation of the Variable Fee Component for that Quarter, (ii) the amount of O&M Costs incurred to date for such Fiscal Year, delineated between Capped O&M Costs and Uncapped O&M Costs, and (iii) the anticipated expenditures on Capital Improvements and Material Changes for the remainder of such Fiscal Year.
- (e) *Regular Reports.* The Concessionaire shall deliver to the University all reports and information as set forth in the Performance Standards in the time and format described in the Performance Standards.

## **Section 8.2. Information.**

- (a) *Furnish Information.* At the request of the University, the Concessionaire shall, at the Concessionaire's cost and expense and at any and all reasonable times during the Term: (i) make available or cause to be made available (and, if requested by the University, furnish or cause to be furnished) to the University all information relating to the Utility System Operations, this Agreement or the Utility System as may be specified in such request and as shall be in the possession or control of the Concessionaire or its Representatives, and (ii) permit the University, after giving 10 Business Days' prior notice to the Concessionaire (which notice shall identify the Persons the University requests to be present for an interview and describe with reasonable specificity the subject matter to be raised in the interview) to request the Concessionaire's approval, which approval shall not be unreasonably

withheld, conditioned, or delayed, to discuss the obligations of the Concessionaire under this Agreement with any of the directors, officers, employees or managers of the Concessionaire, the Operator or their respective Representatives at times and places on the University Campus acceptable to all attendees (it being agreed that the Concessionaire shall have the right to be present during any such discussions with the Operator or Representatives of the Concessionaire or the Operator), for the purpose of enabling the University to determine whether the Concessionaire is in compliance with this Agreement. For the avoidance of doubt, this Section 8.2(a) does not impose a requirement to retain information not otherwise retained in the normal course of business or required to be retained by applicable Law.

- (b) *Confidentiality.* Unless disclosure is required by applicable Law, the University shall keep confidential any information obtained from the Concessionaire or its Representatives that constitutes a “trade secret” as defined by applicable Idaho Law, including Idaho Code § 48-801, as determined by the University in its reasonable discretion. In the event that the Concessionaire seeks to defend an action seeking the disclosure of information that the Concessionaire determines to be confidential pursuant to this Section 8.2(b), the University shall use commercially reasonable efforts to cooperate in such action at no out-of-pocket cost to the University, provided that the University shall not be required to institute any legal action against the requesting party. Notwithstanding anything to the contrary herein, the University and the Concessionaire may disclose the United States federal tax treatment and tax structure of the Transaction.

### **Section 8.3. Inspection, Audit and Review Rights of the University.**

- (a) *Audit Right.* In addition to the rights set out in Section 7.1(d) and Section 8.2, the University may, at all reasonable times, upon 10 Business Days’ prior notice, cause a Representative designated by it to carry out an Audit and Review of the information required to be maintained or delivered by the Concessionaire under this Agreement in connection with the performance of the Utility System Operations for the purpose of verifying the information contained therein verifying Utility System Operations and to otherwise track utility usage patterns and shall be entitled to make copies thereof and to take extracts therefrom, at the University’s expense but, in any event, subject to Section 8.2(b). The Concessionaire shall, at reasonable times, make available or cause to be made available to the University or its designated Representative such information and material as may reasonably be required by the University or its designated Representative for its purposes and otherwise provide such cooperation as may be reasonably required by the University in connection with the same; provided, however, that such Audit and Review rights are limited to one Audit and Review per Fiscal Year.
- (b) *Inspection Right.* The University and its Representatives shall, at all reasonable times and upon reasonable prior notice and subject to the Concessionaire’s reasonable safety requirements and protocols, have access to the Utility System

and every part thereof, and the Concessionaire, at the reasonable cost and expense of the Concessionaire, shall and shall cause its Representatives to furnish the University with every reasonable assistance for inspecting the Utility System and the Utility System Operations for the purpose of Auditing and Reviewing the information relating to the Utility System Operations or ascertaining compliance with this Agreement and applicable Law subject to reasonable restrictions on access to confidential and proprietary information as determined by the Concessionaire.

- (c) *Tests.* The University and its Representatives shall, with the prior consent of the Concessionaire, which consent shall not be unreasonably withheld, conditioned or delayed, be entitled, at the sole cost and expense of the University and at any time and from time to time, to perform or cause to be performed, in accordance with Prudent Industry Practices, any test, study or investigation in connection with the Utility System or the Utility System Operations as the University may reasonably determine to be necessary in the circumstances, and the Concessionaire, at the cost and expense of the Concessionaire, shall, and shall cause its Representatives to, furnish the University or its Representatives with reasonable assistance in connection with the carrying out of such tests, procedures, studies and investigations.
- (d) *No Waiver.* Failure by the University or its Representatives to inspect, review, test or Audit and Review the Concessionaire's responsibilities under this Agreement or any part thereof, or the performance by the Concessionaire of the Utility Services, or the information relating to the Utility System Operations, shall not constitute a waiver of any of the rights of the University hereunder or any of the obligations or liabilities of the Concessionaire hereunder. Inspection, review, testing or Audit and Review not followed by a notice of Concessionaire Default shall not constitute a waiver of any Concessionaire Default or constitute an acknowledgement that there has been or will be compliance with this Agreement and applicable Law.
- (e) *No Undue Interference.* In the course of performing its inspections, reviews, tests and Audits and Reviews hereunder, the University shall minimize the effect and duration of any disruption to or impairment of the Utility System Operations or the Concessionaire's rights or responsibilities under this Agreement, having regard to the nature of the inspections, reviews, tests and Audits and Reviews being performed, except as necessary in the case of investigations of possible criminal conduct or University ordinance violations.

**Section 8.4. Audits, Assistance, Inspections and Approvals.** Wherever in this Agreement reference is made to the University or its Representatives providing assistance, services, Approvals or consents to or on behalf of the Concessionaire or its Representatives or to the University or its Representatives performing an Audit and Review or inspecting, testing, reviewing or examining the Utility System, the Utility System Operations or any part thereof or the books, records, Documents, budgets, proposals, requests, procedures, certificates, plans, drawings, specifications, contracts, agreements, schedules, reports, lists or other instruments of the

Concessionaire or its Representatives, such undertaking by the University or its Representatives shall not relieve or exempt the Concessionaire from, or represent a waiver of, any requirement, liability, Concessionaire Default, covenant, agreement or obligation under this Agreement or at law or in equity and shall not create or impose any requirement, liability, covenant, agreement or obligation (including an obligation to provide other assistance, services or Approvals) on the University or its Representatives not otherwise created or imposed pursuant to the express provisions of this Agreement.

## ARTICLE 9 REPRESENTATIONS AND WARRANTIES

**Section 9.1. Representations and Warranties of the University.** The University makes the following representations and warranties to the Concessionaire and acknowledges that the Concessionaire and its Representatives are relying upon such representations and warranties in entering into this Agreement:

- (a) *Organization.* The University is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho.
- (b) *Power and Authority.* The University has (i) duly authorized and approved the execution and delivery of this Agreement and (ii) duly authorized and approved the performance by the University of its obligations contained in this Agreement. The University has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.
- (c) *Enforceability.* This Agreement has been duly authorized, executed and delivered by the University and constitutes a valid and legally binding obligation of the University, enforceable against the University in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.
- (d) *Title.* At the Time of Closing, the University will have good and sufficient title to the Utility Facilities, the Utility System Land, the Utility System Assets and the Tunnels necessary for the Utility System Operations pursuant to this Agreement, subject only to Permitted University Encumbrances, and will be able to transfer or grant such interest to the Concessionaire as provided in this Agreement. Subject to any and all Permitted University Encumbrances existing at the Time of Closing and to the Actual Knowledge of the University, there is no recorded or unrecorded agreement, contract, option, commitment, right, privilege or other right of another binding upon, or which at any time in the future may become binding upon, the University to sell, transfer, convey, subject to lien, charge, grant a security interest in or in any other way dispose of or materially encumber the Utility System. Subject to any and all Permitted University Encumbrances and to the Actual

Knowledge of the University, the recorded or unrecorded restrictions, exceptions, easements, rights of way, reservations, limitations, interests and other matters that affect title to the Utility System (or any portion thereof) do not materially adversely affect the Concessionaire's ability to operate the Utility System in accordance with the terms hereof. No indebtedness for borrowed money of the University is or will be secured by any right or interest in the Utility System or the revenues or income therefrom, and no Person will have any claim or right to, or interest in, any income, profits, rents or revenue derived by the Concessionaire from or generated with respect to the Utility System (other than the Concessionaire and any claims, rights or interests granted by or otherwise relating to the Concessionaire); provided, however, the foregoing shall not apply to (i) revenues to which the University is or may be entitled to under this Agreement, (ii) revenues or income derived after the End Date, (iii) revenues or income received by the University from students or (iv) revenues or income received by the University from third parties as reimbursement for Utilities received by such parties.

- (e) *No Conflicts.* The execution and delivery of this Agreement by the University, the consummation of the Transaction (including the operation of the Utility System in accordance with the terms of this Agreement) and the performance by the University of the terms, conditions and provisions hereof have not and will not contravene or violate or result in a breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the University under (i) any applicable Law, (ii) any agreement, instrument or document to which the University is a party or by which it is bound or (iii) the University's governing documents.
- (f) *Consents.* No Consent that has not already been obtained is required to be obtained by the University from, and no notice or filing that has not already been given is required to be given by the University to or made by the University with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the University of this Agreement or the consummation of the Transaction.
- (g) *Compliance with Law; Litigation; Environmental Matters.*
  - (i) The University has operated and is operating the Utility System in compliance, in all material respects, with all applicable Laws, and the University is not in breach of any applicable Law, in either case, that would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the Concessionaire. To the Actual Knowledge of the University, (A) the University is in compliance, in all material respects, with the terms and conditions of all Authorizations from Governmental Authorities, (B) no claim has been made by any Governmental Authority to the effect that an Authorization that the University has not obtained is necessary in respect of the operation of the Utility System, and (C) no additional Authorizations from any Governmental Authority are necessary for the operation of the Utility System as currently being operated.



- (ii) The University has not been served with notice of any action, suit or proceeding, at law or in equity, or before or by any Governmental Authority, and to the Actual Knowledge of the University, there is no such action, suit or proceeding pending or threatened against the University prior to or at the Time of Closing, which would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the Concessionaire. As of the date hereof, there is no action, suit or proceeding, at Law or in equity, or before or by any Governmental Authority, pending nor, to the Actual Knowledge of the University, threatened against the University which could materially affect the validity or enforceability of this Agreement.
- (iii) There has been no Release of Hazardous Substances at, on or under the Utility Facilities that would reasonably be expected to have a Material Adverse Effect or a material adverse effect on the Concessionaire, except as cured to the satisfaction of the applicable Governmental Authority. To the Actual Knowledge of the University, (a) there is no pending investigation by a Governmental Authority concerning any Release of Hazardous Substances in connection with the Utility System or the Utility Facilities and (b) there has been no Release of Hazardous Substances in connection with the Utility System or the Utility Facilities that could reasonably result in liability to the Concessionaire.
- (h) *Financial Information.* The financial information of the University relating to the Utility System attached hereto as Schedule 9, which identifies operational costs for the periods that ended June 30, 2018 through June 30, 2020, and, fairly presents the financial information disclosed thereon in accordance with standard accounting procedures of the University with respect to the Utility System, and is adjusted for anticipated expenditures the Concessionaire will incur to operate the Utility System as it is currently operated.
- (i) *Absence of Changes.* Since June 30, 2020, there has not been any transaction or occurrence that has resulted or is reasonably likely to result in a Material Adverse Effect or a material adverse effect on the University. Since June 30, 2020 through the Closing, the University and the University's Contractors have operated the Utility System in a manner consistent with past practice and have not, for example, intentionally increased or decreased efforts and resources related to operations, maintenance or enforcement so as to reduce the value of the Concessionaire Interest.
- (j) *Brokers.* Except for Wells Fargo Securities, LLC ("Wells Fargo") and Rieth Jones Advisors ("RJA"), whose fees will be paid by the University, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the University who might be entitled to any fee or commission from the University in connection with the Transaction. There is also no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the University who might be entitled

to any fee or commission from the Concessionaire in connection with the Transaction.

- (k) *Accuracy of Information.* To the Actual Knowledge of the University, the factual and past historical information regarding the Utility System that the University provided to the Concessionaire in the virtual data room labeled “Project Vikings” hosted by Datasite was accurate in all material respects at the time such information was prepared, except to the extent the University removed, revised or replaced such information prior to the Setting Date.
- (l) *Undisclosed Defects.* To the Actual Knowledge of the University, there are no material defects of the Utility System that could reasonably be expected to prevent the Utility System from being operated in accordance with the Performance Standards and Prudent Industry Practices.

**Section 9.2. Representations and Warranties of the Concessionaire.** The Concessionaire makes the following representations and warranties to the University (and acknowledges that the University is relying upon such representations and warranties in entering into this Agreement):

- (a) *Organization.* The Concessionaire is duly organized, validly existing and in good standing under the laws of the state of its organization. The capital stock, units, partnership or membership interests and other equity interests or securities of the Concessionaire (including options, warrants and other rights to acquire any such equity interests) are owned by the Persons set forth in the written certification that the Concessionaire delivered to the University prior to the date hereof.
- (b) *Power and Authority.* The Concessionaire has the power and authority to enter into this Agreement and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.
- (c) *Enforceability.* This Agreement has been duly authorized, executed and delivered by the Concessionaire and constitutes a valid and legally binding obligation of the Concessionaire, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.
- (d) *No Conflicts.* The execution and delivery of this Agreement by the Concessionaire, the consummation of the Transaction and the performance by the Concessionaire of the terms, conditions and provisions hereof have not and will not contravene or violate or result in a material breach of (with or without the giving of notice or lapse of time, or both) or acceleration of any material obligations of the Concessionaire under (i) any applicable Law, (ii) any material agreement, instrument or document to which the Concessionaire is a party or by

which it is bound or (iii) the articles, bylaws or governing documents of the Concessionaire.

- (e) *Consents.* No Consent that has not already been obtained is required to be obtained by the Concessionaire from, and no notice or filing that has not already been given is required to be given by the Concessionaire to, or made by the Concessionaire with, any Person (including any Governmental Authority) in connection with the execution, delivery and performance by the Concessionaire of this Agreement or the consummation of the Transaction, except for such consents which have been or will be obtained and notices which have been or will be given as of the Closing Date.
- (f) *Compliance with Law; Litigation.* The Concessionaire is not in breach of any applicable Law that could have a Material Adverse Effect. Neither the Concessionaire nor any Affiliate of the Concessionaire is (a) listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce, the Department of State, or their successors or on any other list of Persons with which the University is prohibited from engaging in business under applicable Law: the Specially Designated Nationals and Blocked Persons List, the Sectoral Sanctions Identifications List, the Denied Persons List, the Unverified List, the Entity List, and solely with respect to the Concessionaire and its parent, the Debarred List; or (b) controlled or 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Persons on a list identified in (a). The Concessionaire has not been served with notice of any suit or proceeding, at law or in equity, or before or by any Governmental Authority and to the best of the Concessionaire's knowledge, there is no such action, suit or proceeding threatened against the Concessionaire prior to or at the Time of Closing, which will have a material adverse effect on (i) the Transaction or (ii) the validity or enforceability of this Agreement.
- (g) *Prohibited Tax Shelter Transaction.* The Concessionaire has not entered into, and will not enter into, any lease, sublease, concession, management agreement, operating agreement or other similar arrangement or other transaction that would cause the University to become a party to a "prohibited tax shelter transaction" within the meaning of Section 4965 of the Code, including by virtue of the execution of this Agreement or any lease, sublease, concession, management agreement, operating agreement or other similar arrangement or other transaction to which the University has consented to pursuant to the arrangements contemplated by this Agreement.
- (h) *Accuracy of Information.* To the actual knowledge of the Concessionaire, all information regarding the Concessionaire or the Operator provided to the University by or on behalf of the Concessionaire or the Operator was accurate in all material respects at the time such information was provided.

- (i) *Operator.* To the extent the Operator is not the Concessionaire, the Concessionaire represents and warrants as follows: (i) the Operator is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) the capital stock or other equity interests of the Operator (including options, warrants and other rights to acquire capital stock) is owned by the Persons set forth in the written certification that the Concessionaire delivered to the University prior to the date hereof; (iii) the Operator has the power and authority to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in connection with its engagement by the Concessionaire; (iv) the Operator has all necessary expertise, qualifications, experience, competence, skills and know-how to perform the Utility System Operations in accordance with this Agreement; (v) the Operator is not in breach of any applicable Law that would have a Material Adverse Effect; and (vi) is authorized to do business in the State of Idaho, and, except the extent such licenses and permits are set forth on Schedule 18, has all licenses and permits required to perform its obligations hereunder, which representations shall be only to the best knowledge of the Concessionaire in the event that the Operator is not an Affiliate of the Concessionaire.
- (j) *Brokers.* Except for Plenary Americas USA Ltd., whose fees will be paid by the Concessionaire or its Affiliates, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Concessionaire or any of its Affiliates who might be entitled to any fee or commission in connection with the Transaction which could become a claim on, a liability of, or an Encumbrance on, the Utility System.

**Section 9.3. Non-Waiver.** No investigations made by or on behalf of any Party at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other Party in this Agreement or pursuant to this Agreement. No waiver by a Party of any condition, in whole or in part, shall operate as a waiver of any other condition.

#### **Section 9.4. Survival.**

- (a) *University's Representations and Warranties.* The representations and warranties of the University contained in Section 9.1 shall survive and continue in full force and effect for the benefit of the Concessionaire as follows: (i) as to the representations and warranties contained in Sections 9.1(a) through 9.1(g), inclusive, without time limit; and (ii) as to all other matters, for a period of 24 months following the Closing Date unless a bona fide notice of a Claim shall have been given, in writing, in accordance with Section 20.1, prior to the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable Party.

- (b) *Concessionaire's Representations and Warranties.* The representations and warranties of the Concessionaire contained in Section 9.2 shall survive and continue in full force and effect for the benefit of the University as follows: (i) as to the representations and warranties contained in Sections 9.2(a) through 9.2(i), inclusive, without time limit; and (ii) as to all other matters, for a period of 24 months following the Closing Date unless a bona fide notice of a Claim shall have been given, in writing, in accordance with Section 20.1, before the expiry of that period, in which case the representation and warranty to which such notice applies shall survive in respect of that Claim until the final determination or settlement of that Claim, provided such determination or settlement is being pursued diligently and in good faith by the applicable party.
- (c) *Modification of Statutes of Limitations.* The survival periods set forth in this Section 9.4 shall apply with respect to all Claims notwithstanding any statute of limitations that would be applicable to such Claims under applicable Law. The Parties acknowledge and agree that they intend to modify the statutes of limitations with respect to all Claims to the extent such statutes of limitations would conflict with the provisions set forth in this Section 9.4.

## ARTICLE 10 FINANCE OBLIGATIONS

**Section 10.1. Concessionaire's Obligations.** The Concessionaire shall be responsible for obtaining any financing for the performance of its obligations under this Agreement, which financing shall comply with all requirements of this Agreement. The Concessionaire shall be permitted to issue additional Leasehold Mortgage Debt or refinance existing Leasehold Mortgage Debt at any time during the Term provided that, as a condition thereof, the Concessionaire must comply with Section 3.6 in connection therewith.

**Section 10.2. University's Obligations.** The University shall, to the extent consistent with applicable Law and at the sole cost and expense of the Concessionaire, cooperate with the Concessionaire with respect to documentation reasonably necessary to obtain, maintain and replace financing for the performance of the obligations of the Concessionaire hereunder. The University's cooperation may include reviewing, Approving and executing documents which substantiate the terms of this Agreement (including any consents or agreements necessary to confirm that the debt evidenced by the relevant financing constitutes a Leasehold Mortgage Debt) and making information and material relating to the Utility System Operations available to any of the Concessionaire's lenders or proposed lenders to facilitate financing to the extent permitted by applicable Law and contractual obligations with third parties and to the extent reasonable in the circumstances, provided that such lenders and potential lenders shall hold such information in confidence (provided that such lenders and potential lenders may disclose such information to Affiliates and their respective officers, employees, agents, advisors, stockholders, partners, members, accountants and attorneys to the extent the foregoing agree to maintain such information as confidential in accordance with this Section 10.2 or as may be compelled in a judicial, regulatory (including any self-regulatory organization) or administrative proceeding or as otherwise required by applicable Law or required by any Governmental Authority having jurisdiction over the lender) and the Concessionaire shall be liable for any disclosure by such lenders or potential lenders in

breach thereof. If requested in writing to do so by the Concessionaire, the University shall, at the sole cost and expense of the Concessionaire, use its commercially reasonable efforts to cause the University's independent public accountants to reasonably cooperate in connection with the Concessionaire's public or private offering of securities, as the case may be. In addition, the University shall, promptly upon the request of the Concessionaire or any Leasehold Mortgagee, execute, acknowledge and deliver to the Concessionaire, or any of the parties specified by the Concessionaire, standard consents and estoppel certificates with respect to this Agreement which may be qualified, after reasonable diligence, to the best of the knowledge and belief of a designated Representative of the University. Nothing herein shall require the University to incur any additional obligations or liabilities (unless the University shall have received indemnification, as determined in the University's discretion, with respect thereto), to take any action or give any consent or enter into any document inconsistent with the provisions of this Agreement.

**Section 10.3. Concessionaire's Obligation for Estoppel Certificates.** The Concessionaire shall, promptly upon the request of the University, execute and deliver to the University, or any of the parties specified by the University, standard consents and estoppel certificates with respect to this Agreement which may be qualified to the best of the knowledge and belief of a designated Representative of the Concessionaire. Nothing herein shall require the Concessionaire to incur any additional obligations or liabilities or to take any action, give any consent or enter into any document inconsistent with the provisions of this Agreement or applicable Law.

**Section 10.4. Prohibited Tax Shelter Transactions.** Consistent with Section 9.2(g), the Concessionaire covenants and agrees that it shall not enter into any lease, sublease, concession, management agreement, operating agreement or other similar arrangement or other transaction that would cause the University to become a party to a "prohibited tax shelter transaction" within the meaning of Section 4965 of the Code. A violation of this Section 10.4 or a breach of the representation set forth in Section 9.2(g) by the Concessionaire shall entitle the University to (a) recover from the Concessionaire the amount of any Tax liability, penalty or loss to which the University or any University official is subject and (b) require the Concessionaire, at the Concessionaire's expense, to prepare timely all statements and returns, and to maintain all lists and similar information that the University becomes obligated to disclose, file or maintain with any taxing authority or participant or otherwise as a result of such transaction.

## ARTICLE 11 COMPLIANCE

**Section 11.1. Compliance with Laws.** The Concessionaire must at all times at its own cost and expense (but subject to the Concessionaire's express rights hereunder with respect to such costs and expenses, including its right to include the reasonable cost of compliance with any Law enacted after the Setting Date in the Uncapped O&M Costs in accordance with the definition thereof) observe and comply, in all material respects, and cause the Utility System Operations to observe and comply, in all material respects, with all applicable Laws now existing or later in effect, including those Laws expressly enumerated in this Article 11, and those that may in any manner apply with respect to the performance of the Concessionaire's obligations under this Agreement. For the avoidance of doubt, any costs incurred to comply with applicable Law as a result of any Capital Improvement or other alteration to the Utility System undertaken by the



Concessionaire, shall be at the Concessionaire's cost (subject to inclusion in the Utility Fee as part of the Variable Fee Component or Uncapped O&M Costs or as part of the Capped O&M Index, as applicable). The Concessionaire shall notify the University within 7 Days after receiving written notice from a Governmental Authority that the Concessionaire or the Operator may have violated any Laws.

### **Section 11.2. Non-Discrimination.**

- (a) *Non-Discrimination Requirements.* The Concessionaire shall comply with, and maintain employment policies in a manner consistent with, all applicable Laws regarding equal employment opportunity and non-discrimination in employment, including: (i) the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.* (1981); (ii) the Civil Rights Act of 1991, P.L. 102-166; (iii) Executive Order Number 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000(e) note, as amended by Executive Order Number 11375, 32 Fed. Reg. 14,303 (1967) and by Executive Order Number 12086, 43 Fed. Reg. 46,501 (1978); (iv) the Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); (v) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34 (1967); (vi) the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); (vii) the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (1990); (viii) the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301 *et seq.*; and (ix) the Idaho Human Rights Act, Idaho Code Sec. 67-5901 *et seq.*
- (b) *Contract Provisions.* The Concessionaire shall cause all Contractors to comply with each of the federal Laws and Idaho Laws referenced in this Section 11.2, and shall include a provision to such effect in each contract entered into with any Contractor.

**Section 11.3. Compliance with Wage and Hour Laws.** The Concessionaire shall comply with all applicable Laws governing employment and/or employee wages and hours, including (i) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (ii) the Idaho Minimum Wage Law, I.C. Sec 44-1501, *et seq.*; and (iii) the Idaho Claims for Wages Act, I.C. Sec. 45-601, *et seq.*

**Section 11.4. Safety Laws.** The Concessionaire shall comply with and maintain employment policies in a manner consistent with all applicable Laws regarding workplace safety, including the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*

**Section 11.5. Immigration Laws.** The Concessionaire shall comply with and maintain employment policies in a manner consistent with all applicable Laws regarding lawful employment of U.S. citizens and non-U.S. citizens, including taking reasonable steps to verify the employment eligibility of all employees as required under such Laws.

**Section 11.6. Labor Disputes.** The Concessionaire shall take all reasonable steps to resolve any alleged or actual labor dispute between it or the Operator and any representative of its or the Operator's employees; further, any work stoppage or strike resulting from such labor dispute shall not excuse the Concessionaire's performance under this Agreement. The Concessionaire shall use good faith efforts and take immediate steps to effect the limitation and/or removal, by

lawful means, of any pickets or picketing that are the result of an alleged or actual labor dispute between it and any representative of its employees; provided however, if such pickets or picketing results in the obstruction of ingress or egress of any Public Way or University facility, the Concessionaire shall immediately seek injunctive relief to terminate such pickets or picketing that may be available under applicable Laws.

**Section 11.7. Employee Conduct and Performance.** The Concessionaire shall ensure that it and the Operator have workplace conduct policies for their employees providing services under this Agreement that are at least as stringent as substantially similar policies and enforcement provisions as those of the University's general policies for conduct in the workplace and are in accordance with Prudent Industry Practices. These policies shall include policies related to workplace behavior; anti-harassment; weapons; confidentiality; security and safety; possession of alcohol; illegal drugs or weapons in the workplace; violation of criminal statutes that have a direct relationship to work performed by the employee; negligent or incompetent performance of work hereunder; gross misconduct related to work; conduct or interactions with University employees, students or visitors that impair or prejudice the University or its relationship with such persons; and unsafe practices or work performance that create a risk of harm to the employee, other persons or property.

**Section 11.8. Non-Collusion.** By signing this Agreement, the Concessionaire duly swears, affirms and warrants that it is the contracting party, and that it has not, nor has any other member, employee, Representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly entered into or offered to enter into any combination, conspiracy, collusion or agreement to receive or pay any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

**Section 11.9. Conflict of Interest.** The Concessionaire certifies and warrants to the University that neither it nor any of its agents, Representatives or employees who will participate in any way in the performance of Concessionaire's obligations hereunder has or, for so long as any such person continues in such capacity, will have any conflict of interest, direct or indirect, with the University during the performance of this Agreement, other than in respect of any disputes that may arise hereunder or in connection herewith.

**Section 11.10. Drug-Free Workplace Certification.** The Concessionaire hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Concessionaire will give written notice to the University within 7 Days after receiving actual notice that the Concessionaire or an employee of the Concessionaire has been convicted of a criminal drug violation occurring in the Concessionaire's workplace.

**Section 11.11. Minority-Owned and Women-Owned Business Enterprises.** The Concessionaire shall use good faith efforts during the Term to obtain the participation of M.B.E./W.B.E. in its Utility System Operations, including requiring the Operator to participate in such programs. In order to demonstrate this good faith efforts commitment, the Concessionaire shall, and shall cause all Contractors to, complete and submit to the University such documentation and information as the University may reasonably request.

**Section 11.12. University Accreditation.** The Concessionaire shall ensure that the Utility System provides a sufficient quantity of Utilities in a timeframe sufficient such that the University, or any portion thereof, may maintain any third-party accreditation or other third-party standard of which the University has provided the Concessionaire notice prior to the Setting Date.

**Section 11.13. Permits and Other Campus-Wide Authorizations.** The Concessionaire acknowledges and agrees that, in connection with the Campus-Wide Permits: (i) the University will continue to be the “owner” identified in the Campus-Wide Permits during the Term; (ii) the Concessionaire will become the “operator” of permitted emission sources from the Utility System identified in the Campus-Wide Permits during the Term, to the extent applicable; (iii) the Concessionaire shall be responsible for operating all emission sources in compliance with all permit and regulatory requirements and meeting all monitoring, recordkeeping and reporting requirements related to such permitted emission sources; (iv) the Concessionaire shall promptly provide to the University’s Office of Environmental Health and Safety, as the responsible University official for communications with the State of Idaho, Division of Environmental Quality (“DEQ”), all records that the DEQ inspectors request the University provide with respect to the Utility System; and (v) the Concessionaire shall provide to the University (a) complete drafts of all required reports with respect to the Utility System portion of the Campus-Wide Permits for the University to review and Approve at least 15 Business Days prior to the deadline to submit such reports, (b) any information regarding utility operations required for reports related to the Campus-Wide Permits by the later of (1) 10 Days after the end of the applicable reporting period and (2) (A) 30 Days prior to the applicable submission deadline or (B) 10 Days after a University request not related to a submission deadline, (c) information to be submitted in connection with the renewal of the regulatory permits or any portion thereof within the time period reasonably established by the University and (d) applications for new permits or modifications to any Campus-Wide Permit for review and Approval at least 30 Days prior to submission to a regulatory agency; and (v) the Parties shall reasonably cooperate with each other in connection with any matters relating to the Campus-Wide Permits. The Concessionaire shall comply with all Campus-Wide Permits to the extent applicable to the Utility System or Utility System Operations, provided that the Concessionaire shall not be responsible for ensuring compliance with the storm water permit for the municipal separate storm sewer system on the University Campus issued by the U.S. Environmental Protection Agency (“EPA”) (as may be extended, renewed, modified or replaced) to the extent related to Utility System Operations performed outside of the Utility Facilities or Utility System Land.

**Section 11.14. Financial and Audit Standards.** The Concessionaire shall comply, and its financial statements shall be prepared in accordance, with GAAP or IFRS, provided that if such financial statements are prepared in accordance with IFRS, such financial statements shall include a reconciliation statement setting forth any material discrepancies between IFRS and GAAP reporting with respect to the subject matter thereof.

**Section 11.15. University Payments.** All financial obligations of the University under this Agreement are payable solely from the then-current revenues of the University legally available for such purpose and the Concessionaire shall have no right to receive payment from moneys raised by taxation or state appropriations. The failure of the University to comply with its financial obligations hereunder shall not preclude the Concessionaire from bringing a claim therefor pursuant to the express provisions hereof.

## ARTICLE 12 PAYMENT OBLIGATIONS

**Section 12.1. Certain Payment Obligations of the Concessionaire.** To the extent permitted by Law, the Concessionaire shall have a payment obligation to the University and each of its Representatives with respect to the full amount of any Losses actually suffered or incurred (as they are suffered or incurred) by the University or any such Representative, based upon, arising out of, related to, occasioned by or attributable to (i) any failure by the Concessionaire, the Operator or each of their respective Representatives to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to the expiration of the survival period specified in Section 9.4(b), any breach by the Concessionaire of its representations or warranties set forth herein, (ii) any Assumed Liabilities, (iii) any Tax or recording charge attributable to any Transfer of the Concessionaire Interest or any part thereof by the Concessionaire, (iv) any increase in Property Taxes payable by the University that is not included in the definition of Uncapped O&M Costs or (v) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the Concessionaire or its Representatives in connection with this Agreement, any Transfer of the Concessionaire Interest or any part thereof or any other matter affecting the Utility System; provided, however, that, except with respect to Claims resulting from Third Party Claims, subject to Section 12.5 Claims shall be made in writing within a period of 3 Years following the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations. The Parties agree that the Representatives of the University are intended to be third party beneficiaries of the obligations of the Concessionaire pursuant to this Article 12.

**Section 12.2. Certain Payment Obligations of the University.** To the extent permitted by Law, and without limiting any other remedy under this Agreement (including Concession Compensation or AA-Compensation as provided in this Agreement) the University shall have a payment obligation to the Concessionaire and each of its Representatives with respect to any Losses actually suffered or incurred by the Concessionaire or any such Representative, based upon, arising out of, related to, occasioned by or attributable to (i) any failure by the University or any of its employees, officers or agents (collectively, the “University Responsible Parties”) to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, subject to the expiration of the relevant survival period specified in Section 9.4(a), any breach by the University of its representations or warranties set forth herein, (ii) any Excluded Liabilities, (iii) any claim for brokerage commissions, fees or other compensation by any Person who acted on behalf of the University or any University Responsible Party in connection with this Agreement or any other matter affecting the Utility System or (iv) any payment of Property Taxes with respect to the Utility System that are not the result of the actions or omissions of the Concessionaire and therefore not paid to the Concessionaire as Uncapped O&M Costs; provided, however, that, except with respect to Claims resulting from Third Party Claims, subject to Section 12.5 Claims are made in writing within a period of 3 Years following the expiration of the Term or earlier termination of this Agreement or within such shorter period as may be prescribed by the applicable statute of limitations. The Parties agree that the Representatives of the Concessionaire are intended to be third party beneficiaries of the obligations of University pursuant to this Article 12.

**Section 12.3. Agency for Representatives.** Each of the University and the Concessionaire agrees that it accepts each payment obligation contemplated in this Article 12 in favor of any of its Representatives as agent and trustee of that Representative and agrees that each of the University and the Concessionaire may enforce a payment obligation in favor of its Representatives on behalf of that Representative. For purposes of this Section 12.3, the term “Representative”, in the case of the Concessionaire, includes the Leasehold Mortgagee.

**Section 12.4. Third Party Claims.**

- (a) *Notice of Third Party Claim.* If an Obligee receives notice of the commencement or assertion of any Third Party Claim, the Obligee shall give the Obligor reasonably prompt notice thereof, but in any event no later than 30 Days after receipt of such notice of such Third Party Claim. Such notice to the Obligor shall describe the Third Party Claim in reasonable detail (and include a copy of any complaint or related documents) and shall indicate, if reasonably practicable, the estimated amount of the Loss that has been or may be sustained by the Obligee.
- (b) *Defense of Third Party Claim.* The Obligor may participate in or assume the defense of any Third Party Claim by giving notice to that effect to the Obligee not later than 30 Days after receiving notice of that Third Party Claim (the “Notice Period”). The Obligor’s right to do so shall be subject to the rights of any insurer or other Party who has potential responsibility with respect of that Third Party Claim. The Obligor agrees to pay all of its own expenses of participating in or assuming each defense. The Obligee shall cooperate in good faith in the defense of each Third Party Claim, even if the defense has been assumed by the Obligor and may participate in such defense assisted by counsel of its own choice at its own expense. If the Obligee has not received notice within the Notice Period that the Obligor has elected to assume the defense of such Third Party Claim, the Obligee may assume such defense, assisted by counsel of its own choosing and the Obligor shall be responsible for all reasonable costs and expenses paid or incurred in connection therewith and any Loss suffered or incurred by the Obligee with respect to such Third Party Claim.
- (c) *Assistance for Third Party Claims.* The Obligor and the Obligee will use all reasonable efforts to make available to the Party which is undertaking and controlling the defense of any Third Party Claim (the “Defending Party”), (i) those employees whose assistance, testimony and presence is necessary to assist the Defending Party in evaluating and in defending any Third Party Claim, and (ii) all Documents, records and other materials in the possession of such Party reasonably required by the Defending Party for its use in defending any Third Party Claim, and shall otherwise co-operate with the Defending Party. The Obligor shall be responsible for all reasonable expenses associated with making such Documents, records and materials available and for all expenses of any employees made available by the Obligee to the Obligor hereunder, which expense shall not exceed the actual cost to the Obligee associated with such employees.



- (d) *Settlement of Third Party Claims.* If an Obligor elects to assume the defense of any Third Party Claim in accordance with Section 12.4(b), the Obligor shall not be responsible for any legal expenses subsequently incurred by the Obligees in connection with the defense of such Third Party Claim. However, if the Obligor fails to take reasonable steps necessary to defend diligently such Third Party Claim within 30 Days after receiving notice from the Obligees that the Obligees believe on reasonable grounds that the Obligor has failed to take such steps, the Obligees may, at its option, elect to assume the defense of and to compromise or settle the Third Party Claim assisted by counsel of its own choosing and the Obligor shall be responsible for all reasonable costs and expenses paid or incurred in connection therewith. However, the Obligees shall not settle or compromise any Third Party Claim without obtaining the prior written consent of the Obligor unless such settlement or compromise is made without any responsibility to, and does not require any action on the part of, the Obligor and does not in any way affect the Obligor. In the event that the Obligees are the University, in no event may the Obligor settle or compromise any Third Party Claim without obtaining the prior written consent of the Obligees.

**Section 12.5. Direct Claims.** Any Direct Claim shall be asserted by giving the Obligor reasonably prompt notice thereof, but in any event not later than 60 Days after the Obligees become aware of such Direct Claim. The Obligor shall then have a period of 30 Days within which to respond in writing to such Direct Claim. If the Obligor does not so respond within such 30-Day period, the Obligor shall be deemed to have rejected such Direct Claim, and in such event the Obligees may submit such Direct Claim to the dispute resolution process set forth in Article 18.

**Section 12.6. Failure to Give Timely Notice.** A failure to give timely notice in accordance with this Article 12 shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, a Party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise directly and materially damaged as a result of such failure. However, this Section 12.6 shall have no effect whatsoever on the survival provisions set out in Section 9.4 and the rights of the Parties with respect thereto.

**Section 12.7. Reductions and Subrogation.** If the amount of any Loss incurred by an Obligees at any time subsequent to the making of a payment hereunder on account of such Losses (an "Obligation Payment") is reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the amount of such reduction (less any costs, expenses (including Taxes) or premiums incurred in connection therewith), together with interest thereon from the date of such recovery, settlement or reduction at the Bank Rate, shall promptly be repaid by the Obligees to the Obligor. Upon making a full Obligation Payment, the Obligor shall, to the extent of such Obligation Payment, be subrogated to all rights of the Obligees against any third party in respect of the Loss to which the Obligation Payment relates. Until the Obligees recover full payment of its Loss, any and all claims of the Obligor against any such third party on account of such Obligation Payment shall be postponed and subordinated in right of payment to the Obligees' rights against such third party.



**Section 12.8. Payment and Interest.** All amounts to be paid by an Obligor hereunder, not including deductibles or self-insured retentions or insurance proceeds, shall bear interest at a rate per annum equal to the Bank Rate, calculated annually and payable monthly, both before and after judgment, from the date that the Obligea disbursed funds, suffered damages or losses or incurred a loss or expense in respect of a Loss for which the Obligor is responsible to make payment pursuant to this Article 12, to the date of payment by the Obligor to the Obligea.

**Section 12.9. Limitation on Certain Claims.** To the extent permitted by Law and without limiting any other remedy under this Agreement (including Concession Compensation, AA-Compensation or KPI Compensation as provided in this Agreement), the maximum aggregate liability of the University to the Concessionaire or its Representatives, in respect of Losses pursuant to this Article 12 shall not exceed 50% of the Closing Consideration; provided further that this Section 12.9 shall not apply to Claims for (i) breach of the representations or warranties in Sections 9.1(a), (b), (c), (d), (e), (f), (g), and (j); (ii) fraud, intentional misrepresentation or intentional breach of the representations or warranties in Section 9.1; (iii) for any Excluded Liabilities referred to in Section 3.2(d)(iii)(2); (iv) payment of the Utility System Concession Value; and (v) payment of the Utility Fee. To the extent permitted by Law and without limiting any other remedy under this Agreement, the maximum aggregate liability of the Concessionaire to the University and its Representatives, in respect of Losses pursuant to this Article 12 shall not exceed 50% of the Closing Consideration; provided further that this Section 12.9 shall not apply to Claims for the breach of the representations or warranties in Section 9.2(a), (b), (c), (d), (e), (f), (g) and (j) or Section 12.1(iv) or to Claims for fraud, intentional misrepresentation or intentional breach of the representations or warranties in Section 9.2. Neither Party shall have any liability to the other Party or its Representatives for Losses to the extent resulting from fraudulent actions or gross negligence of the other Party or its Representatives (or University Responsible Parties in the case of the University).

**Section 12.10. Other Matters.**

- (a) *Waiver of Limits.* With respect to claims by the Concessionaire's employees, the Concessionaire waives its immunity, if any, to which it is entitled or would be entitled, as a complying employer under the applicable worker's compensation law, but only to the extent that such immunity would bar or affect recovery under or enforcement of Concessionaire's obligations to defend, indemnify, hold harmless or contribute to any sums due under any Losses.
- (b) *Losses Net of Insurance.* For purposes of this Article 12, the amount of any Losses for which payment is provided hereunder shall be net of any amounts recovered by the Obligea under insurance policies with respect to such Losses, it being understood that the obligations of the Obligea hereunder shall not be so reduced to the extent that any such recovery results in an increase in the Obligea's insurance premiums, or results in any other additional cost or expense to any such Obligea.

**Section 12.11. Offset Rights; Limitations on Certain Damages.**

- (a) Each Party's obligations under this Agreement are subject to, and each Party shall have the benefit of, all defenses, counterclaims, rights of offset or recoupment or other claims and rights, including the right to deduct payments due to the other Party hereunder that are not subject to dispute (collectively, "Offsets") which such Party may have at any time against such other Party (or any of their respective successors and assigns) or any transferee or assignee of any such other Party's rights as against such Party or any part thereof or interest therein contingent or otherwise, and no transfer or assignment of this Agreement or any other obligation of such other Party, or of any rights in respect thereof, pursuant to any plan of reorganization or liquidation or otherwise shall affect or impair the availability to each Party of the Offsets.
- (b) In no event shall any Party be liable to the other Party under this Agreement for consequential, indirect, exemplary or punitive damages (except for claims for fraud or for intentional misrepresentation or intentional breach).

**Section 12.12. Governmental Immunity.** Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that the University and its officers, employees, and agents are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq., or otherwise available to the University and its officers, employees, and agents.

**Section 12.13. Survival.** This Article 12 shall remain in full force and effect in all circumstances and shall not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its representations, warranties or covenants hereunder or by any termination or rescission of this Agreement by any Party.

## ARTICLE 13 INSURANCE

**Section 13.1. Insurance Coverage Required – Concessionaire.** The Concessionaire shall provide and maintain at the Concessionaire's own expense, or cause to be maintained, during the Term and during any time period following expiration if the Concessionaire is required to return and perform any additional work, commercially reasonable insurance coverage in accordance with Prudent Industry Practices, including, at a minimum, the insurance coverages and requirements specified below, insuring the Utility System and all Utility System Operations (the "Concessionaire Required Coverages"). For the avoidance of doubt, Concessionaire Required Coverages may be provided and maintained as part of a corporate insurance program of a direct or indirect holder of equity in the Concessionaire and each of the insurance coverage limits set out in Section 13.1(b), Section 13.1(c) and Section 13.1(d) may be achieved through a combination of primary, excess and/or umbrella coverage.

- (a) *Workers' Compensation and Employer's Liability.* The Concessionaire shall provide or cause to be provided Workers' Compensation Insurance, to cover

liability imposed by Federal and State statutes having jurisdiction over the Concessionaire's employees engaged in the performance of this Agreement and Employer's Liability Insurance coverage with limits of not less than \$1,000,000 each employee and \$1,000,000 for each accident.

- (b) *Commercial General Liability.* The Concessionaire shall provide or cause to be provided Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Coverage shall include the following: bodily injury and property damage including personal injury, coverage for contractual employees (excluding any employees of the University), all premises and operations, including blanket contractual and products/completed operations, explosion, collapse, mobile equipment not suitable for roadways, underground, separation of insureds, and liability assumed under an insured contract and shall be written on ISO form CG 00 01 04 13 or its equivalent.
- (c) *Commercial Automobile Liability.* When any motor vehicles (owned, non-owned or hired) are used in connection with work to be performed, the Concessionaire shall provide or cause to be provided Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The policy shall be endorsed with CA 99 48 and MCS 90 (or their equivalents), if such exposure exists.
- (d) *Umbrella Liability.* The Concessionaire shall provide or cause to be provided follow form Umbrella Liability Insurance with a minimum limit of \$50,000,000 per occurrence and shall apply in excess of the coverages for the Concessionaire Required Coverages set forth in Section 13.1(a), Section 13.1(b) and Section 13.1(c)). In the event that such Umbrella Liability Insurance applies in excess of the coverages for the Concessionaire Required Coverage in Section 13.1(e), then the minimum limit for the Concessionaire Required Coverage in Section 13.1(e) shall be \$12,000,000 rather than \$15,000,00, and in the event that such Umbrella Liability Insurance applies in excess of the coverages for the Concessionaire Required Coverage in Section 13.1(g), then the minimum aggregate limit for the Concessionaire Required Coverage in Section 13.1(g) shall be \$10,000,000 rather than \$15,000,000.
- (e) *Professional Liability.* When any architects, engineers, construction managers, professional services providers or any other professional consultants perform work in connection with this Agreement, the Concessionaire shall maintain or require such architects, engineers, construction managers or other professional consultants to maintain Professional Liability Insurance, with limits not less than \$15,000,000 per claim and in the aggregate or such other limit (whether lower or higher) as the University and the Concessionaire may agree (each, acting reasonably) with respect to such policy for a particular Capital Improvement or Material Change, which other limit shall be included as part of the Approval of such Capital Improvement or Material Change in accordance with Section 4.3. The policy shall include: contingent bodily injury liability, rectification and punitive damages.

The faulty workmanship exclusion should be modified to cover losses arising out of professional services. Should the Concessionaire self-perform any work of the nature noted in this Section 13.1(e), evidence of Professional Liability Insurance meeting the standards for such work set forth above shall be required.

- (f) *Network Security and Privacy Insurance.* The Concessionaire shall also maintain Cyber Liability Insurance for network security and privacy with limits of not less than \$10,000,000 per claim and in the aggregate inclusive of cybersecurity event management. When policies are renewed or replaced, the policy retroactive date shall coincide with, or precede, start of work in connection with this Agreement.
- (g) *Pollution Legal Liability.* The Concessionaire shall provide Pollution Legal Liability Insurance or Site Pollution Insurance or cause to be provided Pollution Legal Liability Insurance or Site Pollution Insurance or equivalent, in each case with limits of not less than \$10,000,000 per incident and \$15,000,000 in the aggregate during any 3 year period for environmental and pollution damage liability arising out of pollution events occurring after the Closing Date.
- (h) *Property.* The Concessionaire shall obtain All Risk Property Insurance at full replacement cost, covering all loss, damage or destruction to the Utility System (including improvements and betterments and excluding any building in which the Shared Spaces are located), which insurance may be provided on a blanket basis with reported building values, which shall include the value of the coverage for the Utility System; provided, however, that the limits of such coverage may be based on replacement cost value agreed by the University and the Concessionaire acting reasonably or on a probable maximum loss analysis, subject to the University's Approval of such probable maximum loss analysis by an independent third party that is reasonably acceptable to the University. Coverage shall include the following, but not be limited to: equipment breakdown, collapse, water including overflow, leakage, sewer backup or seepage, utility interruption, debris removal, business ordinance or law for increased cost of construction, extra expense, boiler and machinery, valuable papers and, to the extent commercially available, earthquake and named wind. Coverage shall include flood insurance with a sublimit of not less than \$10,000,000 in the aggregate. The University and any Leasehold Mortgagee shall be named as additional insureds and as loss payees. The Concessionaire shall be responsible for any loss or damage to University property caused by the Concessionaire or its Representatives at full replacement cost, except to the extent such loss or damage is covered by the insurance described in Section 13.2(c), in which case the Concessionaire shall be responsible for the deductible only in accordance with Section 13.2(c).
- (i) *Builder's Risk.* When the Concessionaire undertakes, pursuant to this Agreement, any construction, maintenance or repairs to the Utility System (including Capital Improvements, Material Changes and betterments), the Concessionaire shall provide or cause to be provided, All Builder's Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Utility System. Coverage shall include, but not be limited to, the following:

right to partial occupancy, boiler and machinery, business income, valuable papers and other consequential loss, when applicable with aggregate sublimits for catastrophic perils of earthquake, flood and named wind which are the best available on commercially reasonable terms. The Concessionaire and any Leasehold Mortgagee may be named as additional insured and as loss payees.

**Section 13.2. Insurance Coverage Required – University.** The University shall provide and maintain at the University’s own expense, or cause to be maintained, during the Term and during any time period following expiration if the Concessionaire is required to return and perform any additional work, the following insurance coverages and requirements specified below (the “University Required Coverages” together with the Concessionaire Required Coverages, the “Required Coverages”).

- (a) *Workers’ Compensation.* The University shall provide or cause to be provided Workers’ Compensation coverage, as prescribed by applicable Law, covering all University employees who agree to provide a service under this Agreement.
- (b) *University Liability Coverage.* The University’s liability coverage is self-funded and administered by the State of Idaho Risk Management Program. The University’s liability is subject to the limitations in the Idaho Tort Claims Act, Idaho Code, §§ 6-901 – 6-929, for liability covered by the Idaho Tort Claims Act. The total liability for any one occurrence or accident under the Idaho Tort Claims Act and State of Idaho Risk Management Program is \$500,000. The Concessionaire shall be included as an additional interest under this coverage. Additionally, the University is covered for data loss or breach through a policy maintained by the Idaho Office of Insurance Management.
- (c) *Property.* The University shall obtain All Risk Property Insurance at full replacement cost, covering all loss, damage or destruction to the University’s owned property (other than any property leased to the Concessionaire hereunder), including improvements and betterments and the buildings in which the Shared Spaces are located, which insurance may be provided on a blanket basis with reported building values, which shall include the value of the coverage for the University’s owned property required hereunder; provided, however, that the limits of such coverage may be based on replacement cost value. Coverage shall include the following: equipment breakdown, collapse, water including overflow, leakage, sewer backup or seepage, utility interruption, debris removal, business ordinance or law for increased cost of construction, extra expense, boiler and machinery, valuable papers and, to the extent commercially available, earthquake and named wind. Coverage shall include flood insurance with limits which are commercially available. The Concessionaire shall be responsible for the property deductible payable by the University and/or the State of Idaho for any loss or damage to University property caused by the Concessionaire or its Representatives.

**Section 13.3. Additional Requirements.**

- (a) *Evidence of Insurance.* The Parties shall deliver or cause to be delivered to each other's Representative designated in writing by each Party, original standard ACCORD form Certificates of Insurance, or equivalent documentation acceptable to the Parties, evidencing the Concessionaire Required Coverages or University Required Coverages, as applicable, on or before the Closing Date, and shall provide or cause to be provided, promptly following renewal and not more than 14 Business Days following renewal of the then current coverages (or such other period as is agreed to by the Parties), Renewal Certificates of Insurance, or such similar evidence, if such coverages have an expiration or renewal date occurring during the Term. The receipt of any certificate does not constitute agreement by the receiving party that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of either Party to obtain certificates or other insurance evidence from the other Party shall not be deemed to be a waiver by such Party. Non-conforming insurance shall not relieve either Party of the obligation to provide insurance as specified herein.
- (b) *Notice of Cancellation or Violation.* Each Party shall notify the other Party in writing 30 Days (or in the case of cancellation for non-payment of premiums, 10 Days) prior to cancellation, non-renewal or any material change of any University Required Coverages (in the case of the University) or Concessionaire Required Coverages (in the case of the Concessionaire). Without limiting Section 13.3(g), the University shall be permitted (but not obligated) to pay any delinquent premiums before the cancellation date specified by the insurer in any notice of cancellation for non-payment of premium in order to maintain such coverage in full force and effect and the Concessionaire shall reimburse the University for any delinquent premiums paid by the University on demand without any Days of grace and without prejudice to any other rights and remedies of the Parties hereunder.
- (c) *Deductibles.* All deductibles or self-insured retentions for Concessionaire Required Coverages or Concessionaire Contractors in excess of \$200,000 (Adjusted for Inflation annually) shall not exceed amounts approved by the University in writing. Except as expressly provided herein, any and all deductibles or self-insured retentions on Required Coverages shall be borne by the purchasing Party or its Contractors, who shall be responsible for its own deductibles and/or self-insured retentions unless the Party is at fault for a loss to the other Party in which case the at fault party will pay the other Party's deductible or self-retention.
- (d) *Post-Termination Effectiveness.* The products/completed operations portion of the Concessionaire's Commercial General Liability Insurance shall be continued for at least 5 years following the termination of this Agreement and evidence of such insurance shall be provided to the University at least annually.
- (e) *Adjustment of Insurance Coverages.* The amounts of coverage required by Section 13.1 and Section 13.2 shall be reasonably adjusted, as agreed by the University



and the Concessionaire, based on limits maintained for comparable property each succeeding fifth anniversary of the Closing Date, but in no event shall the amounts of coverage be less than specified in Section 13.1 and Section 13.2.

- (f) *Waiver of Subrogation.* Each of the Required Coverages provided by either Party (other than those set forth in Section 13.2(a) and Section 13.2(b)) shall, where legally or customarily permitted, include a waiver by the insurer of its rights of subrogation against the other, its employees, elected officials, agents or Representatives (and, in the case of the Concessionaire Required Coverages, against the State of Idaho; the University, their agents, officials, and employees. Concessionaire shall cause each of its Contractors to waive all their rights of subrogation against the State of Idaho; the University, their agents, officials, and employees.
- (g) *University's Right to Insure.* Without limiting Section 13.3(b), if the Concessionaire fails to obtain and maintain or cause to be obtained and maintained the Concessionaire Required Coverage in accordance with this Article 13, the University shall have the right (without any obligation to do so), upon 2 Business Days' notice to the Concessionaire in a non-emergency situation or forthwith in an emergency situation and without assuming any obligation in connection therewith, to effect such insurance and all costs and expenses in connection therewith shall be payable by the Concessionaire on demand without any Days of grace and without prejudice to any other rights and remedies of the University hereunder. Such insurance taken out by the University shall not relieve the Concessionaire of its obligations to insure hereunder and the University shall not be liable for any loss or damage suffered by the Concessionaire in connection therewith.
- (h) *No Limitation as to Concessionaire Liabilities.* The Concessionaire expressly understands and agrees that any coverages and limits furnished by the Concessionaire shall in no way limit the Concessionaire's liabilities and responsibilities specified within this Agreement or by Law.
- (i) *No Contribution by University.* The Concessionaire expressly understands and agrees that any insurance or self-insurance programs maintained by the University or the State of Idaho shall not contribute with insurance provided by the Concessionaire under this Agreement.
- (j) *Insurance Requirements of Contractors.* The Concessionaire shall require in each contract with any Contractor that such Contractor obtain coverages reasonably comparable to the Concessionaire Required Coverages that are reasonably appropriate in their limits and other terms and conditions, in each case to the nature of the contract with the Contractor. Such coverages shall insure the interests of the State of Idaho, the University, their agents, officials, and employees (provided that such agents, officials or employees shall not be included if not permitted by applicable Law or commercially available), the Concessionaire and any other Contractors in respect of the applicable work being performed and shall be subject

to the same (or comparable) coverage and administrative requirements as are imposed on the Concessionaire pursuant to this Agreement, specifically requiring such Contractor to name the State of Idaho, the University, their agents, officials and employees as additional insured and requiring such Contractor's insurance to include a waiver of subrogation as described in Section 13.3(f). When requested to do so by the University, the Concessionaire shall provide, or cause to be provided, to the University Certificates of Insurance with respect to such insurance coverages or such other evidence of insurance, as may be reasonably acceptable in form and content to the University.

- (k) *Cooperation.* The University and the Concessionaire shall do all acts, matters and things as may be reasonably necessary or required to expedite the adjustment of any loss or damage covered by insurance hereunder so as to expedite the release and dedication of proceeds of such insurance in the manner and for the purposes herein contemplated.
- (l) *Joint Venture and Limited Liability Company Policies.* If the Concessionaire or any Contractor required to obtain an insurance policy hereunder is a joint venture or limited liability company, all insurance policies required to be obtained by the Concessionaire or such Contractor shall specifically name the joint venture or limited liability company as a named insured. If the Concessionaire contracts operations to a third party, the Concessionaire will be an additional insured on any liability policy.
- (m) *Other Insurance Obtained by Concessionaire.* If the Concessionaire or its Contractors desire coverages in addition to the Concessionaire Required Coverages, the Concessionaire and each Contractor shall be responsible for the acquisition and cost of such additional coverages. If the Concessionaire or its Contractors obtain any property, liability or other insurance coverages that will relate to the Utility System or the Utility System Operations in addition to the Concessionaire Required Coverages ("Additional Coverages"), then the Concessionaire or its Contractors shall (i) notify the University as to such Additional Coverages at least 10 Business Days in advance of purchasing such Additional Coverages and make such modifications as the University may reasonably require so that such Additional Coverage does not conflict with the University's insurance coverages, (ii) provide the University with any documentation relating to the Additional Coverages, including Certificates of Insurance, that the University reasonably requests and (iii) at the University's election, acting reasonably, cause the State of Idaho, the University, their agents, officials and employees, to be named as additional insureds under such Additional Coverages, if that is normally allowed in accordance with good industry practice.
- (n) *University's Right to Modify.* The University shall have the right, acting reasonably, to request to modify, delete, alter or change insurance coverage requirements set forth in Section 13.1 and this Section 13.3. Notwithstanding anything to the contrary herein, (i) any change to the types or limits of contractually required insurance coverage shall be subject to mutual agreement of

the Parties, each acting reasonably, and (ii) if any insurance (including the limits or deductibles thereof) required to be maintained under this Agreement shall not be available at commercially reasonable rates, the Concessionaire's obligation to obtain or maintain such insurance shall be waived by the University for as long as such insurance shall not be available at commercially reasonable rates, provided that during the period of such waiver, the Concessionaire maintains the maximum amount of such insurance otherwise available at commercially reasonable rates.

- (o) *Commercial Availability.* To the extent any of the Required Coverages are not available on a commercially reasonable basis or on commercially reasonable terms, the Party responsible for obtaining such Required Coverage shall obtain insurance that is available on a commercially reasonable basis or on commercially reasonable terms that best approximates the applicable Required Coverages, but said substitute coverage shall, at the other Party's request, be subject to review of an independent insurance consultant, and such independent insurance consultant shall have delivered to the University and the Concessionaire its opinion to the effect that the substitute coverages meet the above-stated criteria.
- (p) *Endorsements.* All Concessionaire Required Coverages (except for the professional liability, workers' compensation and employer's liability policies) shall be endorsed to include the State of Idaho, the University, their agents, officials, and employees as additional insureds, in each case to the extent permitted by Law and commercially available. For the avoidance of doubt, Blanket Additional Insured endorsements that provide coverage "where required by contract" shall be acceptable for this purpose.
- (q) *Concessionaire Required Coverage Requirements.* All Concessionaire Required Coverages and the University's All Risk Property Insurance described in Section 13.2(c) shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Idaho, with an A.M. Best's rating of A-, VII or better; be primary noncontributory coverage and contain severability of interests provisions.
- (r) *Defense of Coverage Outside Limits of Liability.* All Concessionaire Required Coverages shall include defense coverage outside the limits of liability, except for the Professional Liability Insurance required to be carried by the Concessionaire.
- (s) *Requirements for Concessionaire Required Coverages for Liability Policies.* All Concessionaire Required Coverages that are liability policies shall be occurrence-based, except where not commercially available, in which case they shall be on a claims-made basis, provided that such policies shall extend for a period of 5 years after the expiration or earlier termination of this Agreement, which obligation shall survive the expiration or earlier termination of this Agreement.
- (t) *Payment for Insurance Coverage.* To the extent that the University and the Concessionaire determine that it would be in the best interests of both Parties for any of the Concessionaire Required Coverages to be purchased by and held in the

name of the University, then the University shall be responsible for purchasing those certain Concessionaire Required Coverages, which shall satisfy the Concessionaire's obligation to do so hereunder. The University shall name the Concessionaire and the Leasehold Mortgagee as additional insureds thereunder.

#### **Section 13.4. Damage and Destruction.**

- (a) *Obligations of Concessionaire.* If all or any part of any of the Utility System shall be destroyed or damaged during the Term in whole or in part by fire or other casualty of any kind or nature (including any casualty for which insurance was not obtained or obtainable), ordinary or extraordinary, foreseen or unforeseen, the Concessionaire shall:
  - (i) give the University notice thereof promptly after the Concessionaire receives actual notice of such casualty;
  - (ii) at its sole cost and expense, whether or not insurance proceeds, if any, shall be equal to the estimated cost of repairs, alterations, restorations, replacement and rebuilding (the "Casualty Cost"), which for the avoidance of doubt shall not be included in the Utility Fee, proceed diligently to repair, restore or rebuild the same to the condition existing prior to the happening of such fire or other casualty or with such modifications, including as to location or configuration, as directed by the University provided such modifications shall not materially and adversely affect the Concessionaire's ability to perform the Utility System Operations once completed and such cost shall be included in the Casualty Costs (any such activity being a "Restoration"); and
  - (iii) deposit all insurance proceeds received by the Concessionaire in connection with any Restoration with the Depositary selected by the University pursuant to Section 13.4(b); provided, however, that if at any time the Casualty Cost exceeds the net insurance proceeds actually deposited with the Depositary, then the Concessionaire shall also deposit with the Depositary such cash as is sufficient to cover the difference between the Casualty Cost and the net insurance proceeds deposited pursuant to this Section 13.4(a)(iii) and Section 13.4(b) (the "Restoration Shortfall Amount"), except to the extent such difference is caused by the negligence or willful misconduct of, or violation of applicable Law by, the University or is the result of any modifications made by the University pursuant to Section 13.4(a)(ii) in which case the University shall be responsible to make such deposit (collectively, with any interest earned thereon, the "Restoration Funds").

Any Restoration undertaken pursuant to this Section 13.4 shall be undertaken in accordance with and subject to the terms of this Agreement. Prior to the commencement of Restoration work, the Concessionaire shall submit to the University for Approval by the University the plans for the Restoration work and

such work shall not be undertaken unless the plans for such work have been Approved by the University in writing. For the avoidance of doubt, and notwithstanding any direction by the University to modify the location or configuration of the Utility System pursuant to Section 13.4(a)(ii), the Restoration Shortfall Amount shall not be considered a New Approved Capital Improvement Cost.

- (b) *Rights of University.* If (i) the Concessionaire shall fail or neglect to commence the diligent Restoration of the Utility System or the portion thereof so damaged or destroyed, (ii) having so commenced such Restoration, the Concessionaire shall fail to diligently complete the same in accordance with the terms of this Agreement or (iii) prior to the completion of any such Restoration by the Concessionaire, this Agreement shall expire or be terminated in accordance with the terms of this Agreement, the University may, but shall not be required to, complete such Restoration at the Concessionaire's expense and shall be entitled to be paid out of the Restoration Funds, but such payment shall not limit the Concessionaire's obligation to pay the University's reasonable Restoration expenses, less amounts received by the University from such Restoration Funds. In any case where this Agreement shall expire or be terminated prior to the completion of the Restoration, the Concessionaire shall (x) account to the University for all amounts spent in connection with any Restoration which was undertaken, (y) pay over or cause the Depositary to pay over to the University within 30 Days after demand therefor, the remainder, if any, of the Restoration Funds received by the Concessionaire prior to such termination or cancellation and (z) pay over or cause the Depositary to pay over to the University, for allocation to the University, within 30 Days after receipt thereof, any Restoration Funds received by the Concessionaire or the Depositary subsequent to such termination or cancellation. The Concessionaire's obligations under this Section 13.4(b) shall survive the expiration or termination of this Agreement.
  
- (c) *Payment of Restoration Funds to Concessionaire.* Subject to the satisfaction by the Concessionaire of all of the terms and conditions of this Section 13.4, the Depositary shall pay to the Concessionaire from time to time, any Restoration Funds, but not more than the amount actually collected by the Depositary upon the loss, together with any interest earned thereon, after reimbursing itself therefrom, as well as the University, to the extent, if any, of the reasonable expenses paid or incurred by the Depositary and the University in the collection of such monies, to be utilized by the Concessionaire solely for the Restoration, such payments to be made as follows:
  - (i) prior to commencing any Restoration, the Concessionaire shall furnish the University with an estimate of the cost of such Restoration, prepared by an architect or engineer;
  - (ii) the Restoration Funds shall be paid to the Concessionaire in installments as the Restoration progresses, subject to Section 13.4(c)(iii), based upon requisitions to be submitted by the Concessionaire to the Depositary and the

University in compliance with Section 13.4(d), showing the cost of labor and materials purchased for incorporation in the Restoration, or incorporated therein since the previous requisition, and due and payable or paid by the Concessionaire; provided, however, that if any lien (other than a Permitted Concessionaire Encumbrance) is filed against the Utility System or any part thereof in connection with the Restoration, the Concessionaire shall not be entitled to receive any further installment until such lien is satisfied or discharged (by bonding or otherwise); provided further that notwithstanding the foregoing, but subject to the provisions of Section 13.4(c)(iii), the existence of any such lien shall not preclude the Concessionaire from receiving any installment of Restoration Funds so long as such lien will be discharged with funds from such installment and at the time the Concessionaire receives such installment the Concessionaire delivers to the University and the Depositary a release of such lien executed by the lienholder or and in recordable form;

- (iii) the amount of any installment to be paid to the Concessionaire shall be the amount of Restoration Funds incurred by the Concessionaire in connection therewith, less 10% of such amount as a retainage (which 10% retainage shall (i) be reserved without duplication of any retainage reserved by the Concessionaire under its contracts for the Restoration work and (ii) shall be released to the Concessionaire upon completion of the Restoration work), except that such retainage shall not include any amounts for architects' or engineers' fees or permitting or other governmental fees in connection with the Restoration or with respect to each Contractor upon the final completion of each such Contractor's respective work, provided that the unapplied portion of the funds held by the Depositary are sufficient to complete the Restoration; provided, however, that all disbursements to the Concessionaire shall be made based upon an architect's or engineer's certificate for payment in accordance with industry standards, and disbursements may be made for advance deposits for materials and Contractors to the extent that such disbursements are customary in the industry and provided that the unapplied portion of the funds held by the Depositary are sufficient to complete the Restoration; and
- (iv) except as provided in Section 13.4(b), upon completion of and payment for the Restoration by the Concessionaire, the Depositary shall pay the balance of the Restoration Funds, if any, to the Concessionaire; provided, however, that if the insurance proceeds are insufficient to pay for the Restoration (or if there shall be no insurance proceeds), the Concessionaire shall nevertheless be required to make the Restoration, provided the deficiency in funds necessary to complete the Restoration is provided in accordance with Section 13.4(a)(iii).

For the avoidance of doubt, the costs incurred for Capital Improvements made as part of the Restoration shall not be considered Capital Improvement Costs for purposes of Schedule 5 or otherwise included in the calculation of the Utility Fee.



- (d) *Conditions of Payment.* The following shall be conditions precedent to each payment made to the Concessionaire as provided in Section 13.4(c):
- (i) at the time of making such payment, no Concessionaire Default exists, except if such Concessionaire Default is the result of the damage or destruction for which such payment is being made;
  - (ii) the Restoration shall be carried out under the supervision of the architect or engineer, and there shall be submitted to the Depositary and the University the certificate of the architect or engineer (or other evidence reasonably satisfactory to the University) stating that (A) the materials and other items which are the subject of the requisition have been delivered to the Utility System (except with respect to requisitions for advance deposits permitted under Section 13.4(c)(iii)), free and clear of all Encumbrances, and no unsatisfied or unbonded mechanic's liens or other Encumbrances have been claimed, except for any mechanic's lien for claims that will be discharged, by bonding or otherwise, with funds to be received pursuant to such requisition (provided that a release of such lien is delivered to the Depositary in accordance with Section 13.4(c)(ii)), or insured over by title insurance reasonably acceptable to the University, (B) the sum then requested to be withdrawn either has been paid by the Concessionaire or is due and payable to Contractors, engineers, architects or other Persons (whose names and addresses shall be stated), who have rendered or furnished services or materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid or due to each of such Persons in respect thereof, and stating in reasonable detail the progress of the work up to the date of such certificate, (C) no part of such expenditures has been made the basis, in any previous requisition (whether paid or pending), for the withdrawal of Restoration Funds or has been made out of the Restoration Funds received by the Concessionaire, (D) the sum then requested does not exceed the value of the services and materials described in the certificate, (E) the work relating to such requisition has been performed in accordance with this Agreement, (F) the balance of the Restoration Funds held by the Depositary will be sufficient upon completion of the Restoration to pay for the same in full, and stating in reasonable detail an estimate of the cost of such completion and (G) in the case of the final payment to the Concessionaire, the Restoration has been completed in accordance with this Agreement.
- (e) *Payment and Performance Bonds.* If the Concessionaire obtains payment or performance bonds related to a Restoration (which the Concessionaire may or may not obtain in its discretion), the Concessionaire shall name the State of Idaho, the University, their agents, officials, and employees, the Concessionaire and the Leasehold Mortgagee, as their interests may appear as additional obligees, and shall deliver copies of any such bonds to the University promptly upon obtaining them. The claims of any such additional obligee with respect to such payment of

performance bonds shall rank pari passu in priority with the claims of all other additional obligees.

- (f) *Benefit of University.* The requirements of this Section 13.4 are for the benefit only of the University, and no Contractor or other Person shall have or acquire any claim against the University as a result of any failure of the University actually to undertake or complete any Restoration as provided in this Section 13.4 or to obtain the evidence, certifications and other documentation provided for herein.
- (g) *Investment of Restoration Funds.* Restoration Funds deposited with a Depositary shall be invested and reinvested in Eligible Investments at the direction of the Concessionaire, and all interest earned on such investments shall be added to the Restoration Funds.
- (h) *Lien of Leasehold Mortgage.* Any Restoration Funds not used for the Restoration shall be subject to the lien of the applicable Leasehold Mortgage, but only after such Restoration is complete.
- (i) *Personal Property.* The Concessionaire shall be responsible for all loss or damage to personal property (including materials, fixtures/contents, equipment, tools and supplies) of the Concessionaire unless caused by the University.

#### **Section 13.5. Additional University Requirements.**

- (a) The Concessionaire shall submit, at the Concessionaire's cost and expense, all design documents for proposed Capital Improvements to the Utility System to the standard University design and construction review process, including, but not limited to submitting documents to the University of Idaho Facilities Department, c/o the Director of Architecture and Engineering Services and the University's property insurance carrier for a plan review.
- (b) The Concessionaire shall cooperate and participate, at the Concessionaire's cost and expense, in any and all Utility System Land visits or site inspections by or for any University insurance carrier.

### **ARTICLE 14 ADVERSE ACTIONS**

#### **Section 14.1. Adverse Action.**

- (a) An "Adverse Action" shall occur if the City of Moscow, Idaho, the County of Latah, Idaho, the State of Idaho, or any agency, political division or unit or commission thereof, or the University, at any time during the Term, takes any action or actions and the effect of such action or actions, individually or in the aggregate, is reasonably expected (i) to be principally borne by the Concessionaire or by private sector utility concessionaires at universities and other public institutions in Idaho, including the Concessionaire, and, in either case, not by other Persons and (ii) to have a material adverse effect on the fair market value of the

Concessionaire Interest (whether as a result of a decrease in the Utility Fee or other revenues, increased expenses that cannot be recovered pursuant to this Agreement, or both), except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of the Adverse Action) or such action is otherwise permitted under this Agreement; provided, however, that none of the following shall be an Adverse Action: (A) the development, redevelopment, construction, modification or change in the operation of any existing or new utility facility (other than any Utility Facility) or utility (including a new source of energy or power) (other than the Utilities) whether or not it results in the reduction of the Variable Fee Component over time, (B) the imposition of a state or local Tax of general application or federal Tax or an increase in state or local Taxes of general application or federal Taxes and (C) any action of the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission, or their respective successors, that subjects the Concessionaire to such agency's regulatory jurisdiction due solely to the Utility System Operations performed in accordance with this Agreement.

- (b) If an Adverse Action occurs, the Concessionaire may elect, subject to Section 14.2 and Section 14.3, to either (i) be paid by the University the Concession Compensation with respect thereto (such Concession Compensation, the "AA-Compensation") or (ii) terminate this Agreement and be paid by the University the Termination Damages, in either case by giving notice in the manner described in Section 14.1(c).
- (c) If an Adverse Action occurs, the Concessionaire shall give written notice (the "AA-Preliminary Notice") to the University within 30 Days following the date on which the Concessionaire first became aware of the Adverse Action stating that an Adverse Action has occurred. Within 180 Days following the date of delivery of the AA-Preliminary Notice, the Concessionaire shall give the University another notice (the "AA-Notice") setting forth (i) the details of the effect of the occurrence that is principally borne by the Concessionaire, (ii) details of the material adverse effect of the said occurrence on the fair market value of the Concessionaire Interest, (iii) a statement as to which right in Section 14.1(b) the Concessionaire elects to exercise, and (iv) if the Concessionaire elects to exercise the right to AA-Compensation under Section 14.1(b), the amount claimed as AA-Compensation and details of the calculation thereof. The University shall, after receipt of the AA-Notice, be entitled by notice delivered to the Concessionaire no later than 30 Days following the date of receipt of the AA-Notice, to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary. If the University wishes to dispute the occurrence of an Adverse Action or the amount of AA-Compensation, if any, claimed in the AA-Notice, the University shall give written notice of dispute (the "AA-Dispute Notice") to the Concessionaire within 30 Days following the date of receipt of the AA-Notice stating in reasonable detail the grounds for such dispute. If neither the AA-Notice nor the AA-Dispute Notice has been withdrawn within 30 Days following the date of receipt of the AA-Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 18.

- (d) If the Concessionaire has elected to exercise its right to AA-Compensation pursuant to Section 14.1(b), the University shall pay such AA-Compensation as Concession Compensation in accordance with Article 15.
- (e) Payment of the entire sum of the Termination Damages or the AA-Compensation, as the case may be, by the University to the Concessionaire, shall constitute full and final satisfaction of all amounts that may be claimed by the Concessionaire for and in respect of the occurrence of an Adverse Action, as the case may be, and, upon such payment, the University shall be released and forever discharged by the Concessionaire from any and all liability in respect of such Adverse Action, except if the Concessionaire elects to be paid AA-Compensation and the effect of the applicable Adverse Action continues to be borne after the Compensation Calculation Measuring Period in which it took place, in which case, the Concessionaire may make a claim for AA-Compensation in subsequent Compensation Calculation Measuring Periods to the extent the Concessionaire is affected by such Adverse Action in such Compensation Calculation Measuring Period, but the Concessionaire may not change its election to receive AA-Compensation with respect to such Adverse Action.

#### **Section 14.2. Termination.**

- (a) If the Concessionaire has elected to exercise its right to terminate this Agreement in connection with an Adverse Action pursuant to Section 14.1(b), then this Agreement, subject to Section 14.3, shall terminate 60 Days following the date of receipt of the AA-Notice by the University, and the University shall pay an amount equal to the aggregate of (i) the Utility System Concession Value as of the date of such termination (which shall be determined as if no Adverse Action has occurred), *plus* (ii) without duplication, the out-of-pocket and documented costs and expenses incurred by the Concessionaire (which costs and expenses shall include reasonable payments due and payable by the Concessionaire to the Operator or other Contractors pursuant to an Operating Agreement or similar agreement) or the Operator as a result of such termination, *plus* (iii) the Concession Compensation calculated for the period between the date of the Adverse Action and the date of termination *less* (iv) any insurance or condemnation proceeds received by the Concessionaire in respect of all or any portion of the Utility System as a result of such Adverse Action (collectively, the "Termination Damages"), together with any Taxes payable by the Concessionaire on such Termination Damages that exceed the Taxes the Concessionaire would have paid on future receipts of the Utility Fee if the Termination had not occurred (using the Tax rates in effect when the Termination Damages would be payable) and using the same assumptions for the calculation of the amount of such future receipts as are used in the calculation of Termination Damages, to the Concessionaire on the Reversion Date or, if the Termination Damages are determined on a date subsequent to the Reversion Date, then not later than 60 Days following the date of determination of the Termination Damages; provided that, subject to the right of the Concessionaire to receive interest at the Bank Rate on the payment owed by the University from the date of receipt of the AA-Dispute Notice to the date on which payment is made,

the University may defer any such payment for an additional 120 Days in the University's discretion; provided, however, that any amounts received by the Concessionaire or any Leasehold Mortgagee from any insurance policies payable as a result of damage or destruction to the Utility System that has not been remedied prior to the Reversion Date, shall, to the extent not used to remedy such effects, be deducted from the amount payable by the University to the Concessionaire, so long as the University has not received any such amounts pursuant to Section 13.4.

- (b) Any dispute arising out of the determination of the Termination Damages shall be submitted to the dispute resolution procedure in Article 18.
- (c) This Agreement shall not terminate pursuant to Section 14.2(a) unless the Concessionaire has first obtained and delivered to the University the written consent of the Leasehold Mortgagee to such termination.

**Section 14.3. Right of the University to Remedy.** If the University wishes to remedy the occurrence of an Adverse Action (other than an Adverse Action by the University that constitutes a breach of this Agreement, to which this Section 14.3 shall have no application without the written consent of the Concessionaire), including by reimbursing the Concessionaire such funds as are necessary to compensate the Concessionaire for the material adverse economic effect on the Concessionaire of such Adverse Action, the University shall give written notice thereof to the Concessionaire within 30 Days following the date of receipt of the AA-Notice. If the University gives such notice it must remedy the applicable Adverse Action within 120 Days following the date of receipt of the AA-Notice or, if a AA-Dispute Notice has been given, within 120 Days following the final determination pursuant to Article 18 that an Adverse Action occurred; provided, however, that in the event of a remedy involving payment of funds to the Concessionaire, the University shall be deemed to have remedied the applicable Adverse Action as of the date that the University provides a written commitment to the Concessionaire to pay such funds from time to time as are necessary to compensate the Concessionaire as it is financially adversely affected by the applicable Adverse Action from time to time. If the University elects to remedy the occurrence of an Adverse Action within the applicable period of time, the right of the Concessionaire shall be limited to a claim for AA-Compensation with respect to such Adverse Action.

**Section 14.4. Other Actions by Governmental Authorities.** In the event that any Governmental Authority proposes to take any action at any time during the Term (including enacting any Law) and the effect of such action is reasonably expected (i) to be principally borne by the Concessionaire or by private sector utility concessionaires at universities and other public institutions in Idaho, including the Concessionaire (and not by others) and (ii) to have a Material Adverse Effect, except where such action is in response to any act or omission on the part of the Concessionaire that is illegal (other than an act or omission rendered illegal by virtue of an Adverse Action or such action by any such Governmental Authority), then at the request of the Concessionaire, the University shall use its reasonable efforts to oppose and challenge such action by any such Governmental Authority; provided, however, that all reasonable out-of-pocket costs and expenses incurred by the University in connection with such opposition or challenge shall be borne by the Concessionaire.

**Section 14.5. Regulatory Filings.** The Parties acknowledge and agree that they share a common interest in any regulatory proceedings that involve the Utility System Operations. Consistent therewith, the Parties agree that, to the extent that the Concessionaire or the University is required to make any regulatory filing or submission with respect to a tariff or rate for the Utility System or the Utility Fee, the Concessionaire and the University shall reasonably cooperate in connection with such required filing or submission and shall, collectively, only make one filing or submission with the applicable regulatory agency. Such cooperation shall include appearing at, and participating in, any regulatory proceeding at the request of the other Party. The Concessionaire and the University shall also reasonably cooperate with respect to any required regulatory filings or submissions not involving a tariff or rate for the Utility System or the Utility Fee, to the extent practicable.

## **ARTICLE 15**

### **DELAY EVENTS; CONCESSION COMPENSATION AND KPI COMPENSATION**

#### **Section 15.1. Delay Events.**

- (a) If the Concessionaire is affected by a Delay Event, it shall give written notice as soon as practicable but in no event later than 10 Business Days following the date on which it first became aware of the effect of such Delay Event on the Concessionaire (provided that in the case of such Delay Event being a continuing cause of delay, only one notice shall be necessary), which notice shall include (i) a statement of which Delay Event the claim is based upon, (ii) details of the circumstances from which the delay arises and (iii) an estimate of the delay in the performance of obligations under this Agreement attributable to such Delay Event and information in support thereof, if known at that time. The University shall, after receipt of any such notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary.
- (b) The Concessionaire shall notify the University within 5 Business Days following the date on which it first became aware that a Delay Event has ceased.
- (c) Subject to the Concessionaire giving the notice required in Section 15.1(a), a Delay Event shall excuse the Concessionaire from whatever performance is prevented by the Delay Event referred to in such notice and, to the extent applicable, for such appropriate number of Days as the University and the Concessionaire jointly determine, each acting reasonably. If the University and the Concessionaire cannot agree upon the period of extension, then either Party shall be entitled to refer the matter to the dispute resolution procedure in Article 18. This Section 15.1(c) shall not excuse the Concessionaire from the performance and observance under this Agreement of all obligations and covenants not affected by the Delay Event. While a Delay Event is occurring, the Utility Fee shall be reduced by an amount equal to the Utility Fee multiplied by the percentage of the Utility System that is inoperable as a result of the Delay Event, as determined by the University in its reasonable discretion (as determined by the reduction in delivery capacity as compared to the delivery capacity



immediately preceding such Delay Event), provided that such Delay Event shall be deemed a Compensation Event. Notwithstanding the occurrence of a Delay Event, the Concessionaire shall continue its performance and observance under this Agreement of all of its obligations and covenants to the extent that it is reasonably able to do so and shall use its reasonable efforts to minimize the effect and duration of the Delay Event. Nothing herein shall permit or excuse noncompliance with a change to applicable Laws.

- (d) Except as provided in the immediately following sentence, (i) if a Delay Event occurs that has the effect of causing physical damage or destruction to a material part of the Utility System that results in the Utility System being substantially unavailable for the provision of Utility Services and such effect continues for a period in excess of 120 continuous Days or 120 non-continuous Days within a 360-Day period and has a Material Adverse Effect, for which the Concessionaire is not made whole through Concession Compensation, or (ii) if insurance policies payable (or that should have been payable but for the breach of an obligation to take out and maintain such insurance policy by the Concessionaire), condemnation or other similar proceeds are insufficient to restore the Concessionaire to the same economic position as it would have been in the absence of such event and the Concessionaire is not otherwise made whole through Concession Compensation, then, notwithstanding Section 2.1, in either case, the Concessionaire shall have the right, but not the obligation, by written notice to the University within 30 Days after the Delay Event Remedy is permitted to be elected, to extend the Term for a period that would be sufficient to compensate the Concessionaire and restore it to the same economic position as it would have been in had such Delay Event not occurred (a “Delay Event Remedy”); provided, however, in no event shall the Term be extended if such extension is prohibited by Law or if the extended Term, when taking into account such extension, would subject the Concessionaire or the University to a leasehold tax, conveyance fee or similar charge under applicable Law. If the Concessionaire elects to exercise the right to the Delay Event Remedy but such exercise is prohibited by Law or would subject the Concessionaire or the University to a leasehold tax, conveyance fee or similar charge under applicable Law, (i) the Delay Event Remedy shall be modified such that the Term is extended only for such period as would not cause exercise of the Delay Event Remedy to be prohibited by Law or to subject the Concessionaire or the University to a leasehold tax, conveyance fee or similar charge under applicable Law, and (ii) the relevant Delay Event shall be a Compensation Event to the extent necessary to compensate the Concessionaire and restore it to the same economic position as it would have been in, absent the modification to the Delay Event Remedy pursuant to clause (i) of this sentence.
- (e) If the Concessionaire elects to exercise the right to the Delay Event Remedy, within 5 Business Days following the date on which the Concessionaire first became aware of its right to the Delay Event Remedy pursuant to Section 15.1(d)(i) or Section 15.1(d)(ii), the Concessionaire shall give written notice (a “Delay Event Remedy Notice”) to the University setting forth (i) the details of the relevant Delay Event and its effect on either causing physical damage or

destruction to the Utility System that results in the Utility System being substantially unavailable for the provision of Utility Services, (ii) the amount claimed to be required to restore the Concessionaire to the same economic position as it would have been in had such Delay Event not occurred (including the details of the calculation thereof) and (iii) the details of the relationship between such amount and the Concessionaire's proposed extension of the Term. The University shall, after receipt of the Delay Event Remedy Notice, be entitled by notice to require the Concessionaire to provide such further supporting particulars as the University may reasonably consider necessary. If the University wishes to dispute the occurrence of a Delay Event or the Delay Event Remedy claimed in the Delay Event Remedy Notice, the University shall give written notice to dispute (the "Delay Event Remedy Dispute Notice") to the Concessionaire within 30 Days following the date of receipt of the Delay Event Remedy Notice stating the grounds for such dispute, and if neither the Delay Event Remedy Notice nor the Delay Event Remedy Dispute Notice has been withdrawn within 30 Days following the date of receipt of the Delay Event Remedy Dispute Notice by the Concessionaire, the matter shall be submitted to the dispute resolution procedure in Article 18. For the avoidance of doubt, if the conditions set forth in Section 15.1(d)(i) and Section 15.1(d)(ii) occur with respect to the same Delay Event, the Concessionaire may have 2 opportunities to provide a Delay Event Remedy Notice.

**Section 15.2. Notice of Compensation Events and KPI Events.** Except as provided elsewhere in this Agreement, if a Compensation Event occurs, the Concessionaire shall give written notice to the University within 45 Days following the date on which the Concessionaire first became aware of the Compensation Event stating that a Compensation Event has occurred. Except as provided elsewhere in this Agreement, if a KPI Event occurs, the University shall give written notice to the Concessionaire within 45 Days following the date on which the University first became aware of the KPI Event stating that a KPI Event has occurred.

**Section 15.3. Payments of Concession Compensation and KPI Compensation.**

- (a) Within 30 Days after each Compensation Calculation Date, the Concessionaire shall send the University notice setting forth all Concession Compensation due for the immediately preceding Compensation Calculation Measuring Period, and the University shall send the Concessionaire notice setting forth all KPI Compensation due for the immediately preceding Compensation Calculation Measuring Period. Each such notice shall set forth (i) the amount claimed and details of the calculation thereof; (ii) details of the Compensation Event(s), Adverse Action(s) and KPI Event(s), as applicable, as a result of which Concession Compensation and KPI Compensation, as applicable, is claimed therein, including an explanation of the reasons that such event(s) constitute Compensation Event(s), Adverse Action(s) and KPI Event(s), as applicable, under the terms of this Agreement; and (iii) the amount claimed as Concession Compensation and KPI Compensation, as applicable, with respect to each such Compensation Event, Adverse Action and KPI Event, as applicable, and details of the calculation thereof.

- (b) If either Party wishes to dispute the occurrence of any Compensation Event(s), Adverse Action(s) or KPI Event(s) set forth in the notices described in Section 15.3(a) or the amounts claimed thereunder, then such Party shall give written notice of dispute (the “Dispute Notice”) to the other Party within 30 Days following the date of receipt of the relevant notice stating the grounds for such dispute. If the Dispute Notice has not been withdrawn or the dispute otherwise resolved by the Parties within 30 Days following the date of receipt of the Dispute Notice, the matter shall be submitted to the dispute resolution procedure set forth in Article 18.
- (c) The University and the Concessionaire shall cooperate and assist in good faith in the determination of the Concession Compensation and KPI Compensation in accordance with this Section 15.3, including making available, to the extent reasonably necessary, books, records, work papers and personnel at such reasonable times as any Party shall request and permitting (at the expense of the requesting Party) the copying of any records or extracts thereof reasonably requested, subject to Section 3.12.
- (d) The University shall have the right, prior to any payment of the Concession and KPI Compensation Balance, to include any Concession Compensation in the applicable Utility Fee as (i) a New Approved Capital Improvement if the Concession Compensation was incurred in connection with the construction of a Capital Improvement or (ii) an Uncapped O&M Cost payable over the next Fiscal Year in equal monthly installments.
- (e) Following the final determination of the Concession Compensation and KPI Compensation, (i) if the Concession and KPI Compensation Balance is positive, then the University shall pay, within 90 Days of such final determination, to the Concessionaire, the Concession and KPI Compensation Balance or add such amount to the immediately succeeding payment of the Utility Fee in accordance with Section 15.3(d), if applicable or (ii) if the Concession and KPI Compensation Balance is negative, then the Concessionaire shall pay, within 90 Days of such final determination, to the University, the absolute amount of the Concession and KPI Compensation Balance or, with the University’s consent, offset such amount against the immediately succeeding payment of the Utility Fee, if applicable.
- (f) For the determination of the Concession and KPI Compensation Balance for the Compensation Calculation Date that is the End Date, the Concession Compensation shall also include all Unrecovered Balances as of the End Date, unless this Agreement is terminated as a result of a Concessionaire Default, in which case no Unrecovered Balances shall be included in the Concession and KPI Compensation Balance.

**Section 15.4. KPI Compensation.** Other than the University’s right to cause the Concessionaire to remove the Operator pursuant to Section 3.3(c), the payment of KPI Compensation by the Concessionaire shall constitute the Concessionaire’s sole and exclusive liability and the University’s sole and exclusive remedy for any KPI Event.

**Section 15.5. Maximum Annual Amount of KPI Compensation.** Notwithstanding anything to the contrary contained herein, the maximum amount of KPI Compensation for which the Concessionaire may be liable in any given Fiscal Year shall be the greater of (a) \$3,178,326.84 and (b) 30% of the Utility Fee for that Fiscal Year; provided, any KPI Compensation in excess of such cap in any Fiscal Year for which the Concessionaire would otherwise be liable shall become due and owing in the subsequent Fiscal Year (but subject to the same cap in such Fiscal Year) until all such outstanding amounts are paid to the University and such deferred amounts shall accrue interest at a rate equal to the lesser of 20% per annum and the maximum interest rate permitted by Law. For the avoidance of doubt, the limitation on the maximum amount of KPI Compensation shall not limit the number of KPI Events that have occurred, including the determination of the number of KPI Events in a Fiscal Year for purposes of Section 3.3 or the determination of future KPI Compensation.

## **ARTICLE 16 DEFAULTS**

### **Section 16.1. Default by the Concessionaire.**

- (a) *Events of Default.* The occurrence of any one or more of the following events during the Term shall constitute a “Concessionaire Default” under this Agreement:
  - (i) if the Concessionaire fails to comply with, perform or observe any material obligation, covenant, agreement, term or condition in this Agreement other than a breach of the Performance Standards or a KPI Event, and such failure continues unremedied for a period of 90 Days following notice thereof (giving particulars of the failure in reasonable detail) from the University to the Concessionaire or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the Concessionaire has demonstrated to the satisfaction of the University, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the University, and (C) such failure is, in fact, cured within such period of time;
  - (ii) if the Concessionaire fails to remedy any Transfer of this Agreement or all or any portion of the Concessionaire Interest in contravention of Article 17 within 10 Business Days following notice thereof from the University to the Concessionaire;
  - (iii) if the Concessionaire fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 18, and such failure continues unremedied for a period of 30 Days following notice thereof from the University to the Concessionaire, or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the Concessionaire has demonstrated to the satisfaction of the University, that (A) it is proceeding, and will proceed,

with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the University, and (C) such failure is, in fact, cured within such period of time;

- (iv) if the Concessionaire (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 11 of the United States Code, or if such petition is filed against it and an order for relief is entered, or if the Concessionaire files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Concessionaire or of all or any substantial part of its properties or of the Utility System or any interest therein, or (D) takes any corporate action in furtherance of any action described in this Section 16.1(a)(iv);
- (v) if within 90 Days after the commencement of any proceeding against the Concessionaire seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within 90 Days after the appointment, without the consent or acquiescence of the Concessionaire, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the Concessionaire or of all or any substantial part of its properties or of the Utility System or any interest therein, such appointment has not been vacated or stayed on appeal or otherwise, or if, within 90 Days after the expiration of any such stay, such appointment has not been vacated;
- (vi) if a levy under execution or attachment has been made against all or any part of the Utility System or any interest therein as a result of any Encumbrance (other than a Permitted Concessionaire Encumbrance) created, incurred, assumed or suffered to exist by the Concessionaire or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within 60 Days after the Concessionaire becomes aware of such levy, unless such levy resulted from actions or omissions of the University or its Representatives; or
- (vii) the Concessionaire repudiates in writing any of its material obligations under this Agreement.

Notwithstanding the foregoing, a Concessionaire Default shall not include any failure by the Concessionaire to perform its obligations under this Agreement (other than payment obligations) to the extent such failure is the result of Force Majeure.

- (b) *Remedies of the University upon Concessionaire Default.* Upon the occurrence, and during the continuance, of a Concessionaire Default, the University may, by notice to the Concessionaire, declare the Concessionaire to be in default and may, subject to the provisions of Article 18 and Article 19, do any or all of the following as the University, in its discretion, shall determine:
- (i) subject to the cure rights of the Leasehold Mortgagee set forth in Section 19.3, the University may terminate this Agreement by giving 30 Days' prior notice to the Concessionaire upon the occurrence of any Concessionaire Default; provided, however, that the Concessionaire shall be entitled to cure a Concessionaire Default pursuant to Section 16.1(a)(i) by (i) agreeing within such 30-Day period to pay any Losses sustained as a result of such Concessionaire Default and (ii) providing the University with a written work plan within such 30-Day period outlining the actions by which the Concessionaire will ensure future compliance with either (x) the obligation, covenant, agreement, term or condition in this Agreement or (y) the requirements or directives of the issued final award in accordance with Article 18 that the Concessionaire failed to perform or observe, which work plan is Approved by the University, but any failure of the Concessionaire to comply in any material respect with such Approved work plan (other than as a result of a Delay Event) following 30 Days' notice of such failure from the University to the Concessionaire shall be deemed to be a Concessionaire Default described in Section 16.1(a)(i) and the entitlement of the Concessionaire to cure such Concessionaire Default by the delivery of an Approved work plan shall not apply thereto;
  - (ii) if the Concessionaire Default is by reason of the failure to pay any monies to another Person, the University may (without obligation to do so) make payment on behalf of the Concessionaire of such monies unless such non-payment is due to a bona fide dispute, and any amount so paid by the University shall be payable by the Concessionaire to the University within 3 Business Days after demand therefor;
  - (iii) subject to the cure rights of the Leasehold Mortgagee set forth in Section 19.3, the University may cure the Concessionaire Default (but this shall not obligate the University to cure or attempt to cure a Concessionaire Default or, after having commenced to cure or attempted to cure a Concessionaire Default, to continue to do so), and all costs and expenses reasonably incurred by the University in curing or attempting to cure the Concessionaire Default, shall be payable by the Concessionaire to the University within 3 Business Days after written demand therefor; provided, however, that (A) the University shall not incur any liability to the Concessionaire for any act or omission of the University or any other Person



in the course of remedying or attempting to remedy any Concessionaire Default unless resulting from the University's recklessness, gross negligence or willful misconduct; (B) the University's cure of any Concessionaire Default shall not affect the University's rights against the Concessionaire by reason of the Concessionaire Default; and (C) the University may seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a Concessionaire Default;

- (iv) the University may seek to recover its Losses arising from such Concessionaire Default and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt;
- (v) with respect to those Concessionaire Defaults that entitle the University to terminate this Agreement pursuant to Section 16.1(b)(i), the University may terminate the Concessionaire's right to use, operate, maintain, possess, control and rehabilitate the Utility System and the Concessionaire's right to collect from the University and retain the Utility Fee, and in such event, the University or the University's agents and servants may immediately or at any time thereafter take possession and control of the Utility System, by any available action under Law or proceeding at law or in equity, and with or without terminating this Agreement, and undertake any and all of the Utility System Operations; provided, however, that no such action by the University shall be construed as an election on its part to terminate this Agreement unless a notice of such intention is given to the Concessionaire; and
- (vi) the University may exercise any of its other rights and remedies provided for hereunder or at law or equity.

## **Section 16.2. Default by the University.**

- (a) *Events of Default.* The occurrence of any one or more of the following events during the Term shall constitute a "University Default" under this Agreement:
  - (i) if the University fails to pay the Utility Fee, the Forecast Utility Fee or the Concession and KPI Compensation Balance to the extent the University is required to do so pursuant to Section 15.3(f), each in accordance herewith and such failure continues unremedied for a period of 5 Business Days following notice thereof (giving particulars of the failure in reasonable detail) from the Concessionaire to the University;
  - (ii) if the University fails to comply with or observe any material obligation, covenant, agreement, term or condition in this Agreement (other than an Adverse Action or the payment of the Utility Fee, the Forecast Utility Fee or the Concession and KPI Compensation Balance to the extent the

University is required to do so pursuant to Section 15.3(f) and such failure continues unremedied for a period of 90 Days following notice thereof (giving particulars of the failure in reasonable detail) from the Concessionaire to the University or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the University has demonstrated to the satisfaction of the Concessionaire, that (A) it is proceeding with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, and (C) such failure is, in fact, cured within such period of time;

- (iii) if the University fails to comply with the requirements or directives of a final award in a matter submitted to dispute resolution in accordance with Article 18 and such default continues unremedied for a period of 30 Days following notice thereof from the Concessionaire to the University, or for such longer period as may be reasonably necessary to cure such failure, provided, in the latter case, that the University has demonstrated to the satisfaction of the Concessionaire, acting reasonably, that (A) it is proceeding, and will proceed, with all due diligence to cure or cause to be cured such failure, (B) its actions can be reasonably expected to cure or cause to be cured such failure within a reasonable period of time acceptable to the Concessionaire, acting reasonably and (C) such failure is, in fact, cured within such period of time;
- (iv) if a levy under execution or attachment has been made against all or any part of the Utility System or the Concessionaire Interest as a result of any Encumbrance (other than a Permitted University Encumbrance) created, incurred, assumed or suffered to exist by the University or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within a period of 60 Days, unless such levy resulted from actions or omissions of the Concessionaire or its Representatives or if all or a material part of the Utility System shall be subject to a condemnation or similar taking by the University or any agency thereof;
- (v) if the University (A) admits, in writing, that it is unable to pay its debts as such become due, (B) makes an assignment for the benefit of creditors, (C) files a voluntary petition under Title 9 of the United States Code, or if such petition is filed against it and an order for relief is entered, or if the University files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, or shall seek or consent to or acquiesce in or suffer the appointment of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the University, or of all or any substantial part of its properties

(in each case, to the extent applicable to a municipality), or (D) takes any action in furtherance of any action described in this Section 16.2(a)(v); or if within 90 Days after the commencement of any proceeding against the University seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future United States Bankruptcy Code or any other present or future applicable Law, such proceeding has not been dismissed, or if, within 90 Days after the appointment, without the consent or acquiescence of the University, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of the University or of all or any substantial part of its properties (in each case, to the extent applicable to a municipality), such appointment has not been vacated or stayed on appeal or otherwise, or if, within 90 Days after the expiration of any such stay, such appointment has not been vacated; or

- (vi) the University repudiates in writing any of its material obligations under this Agreement.

Notwithstanding the foregoing, a University Default shall not include any failure to perform its obligations under this Agreement (other than payment obligations) to the extent such failure is the result of Force Majeure.

- (b) *Remedies of Concessionaire Upon University Default.* Upon the occurrence, and during the continuance, of a University Default, the Concessionaire may by notice to the University declare the University to be in default and may, subject to the provisions of Article 18, do any or all of the following as the Concessionaire, in its discretion, shall determine:
  - (i) terminate this Agreement by giving 60 Days' prior notice to the University; provided, however, that the University shall be entitled to cure a University Default pursuant to Section 16.2(a)(ii) or Section 16.2(a)(iii) by (i) agreeing within such 60-Day period to pay any Losses sustained as a result of such University Default or (ii) providing the Concessionaire with a written work plan within such 60-Day period outlining the actions by which the University will ensure future compliance with either (x) the obligation, covenant, agreement, term or condition in this Agreement that the University failed to perform or observe or (y) the requirements or directives of the final award issued in accordance with Article 18 that the University failed to perform or observe, which work plan is approved by the Concessionaire, but any failure of the University to comply in any material respect with such approved work plan following 30 Days' notice of such failure from the Concessionaire to the University shall be deemed to be a University Default described in Section 16.2(a)(ii) and the entitlement of the University to cure such University Default by the delivery of an approved work plan shall not apply thereto; and upon such termination, the University shall be obligated to pay to the Concessionaire the Utility System Concession Value plus, without duplication, the unpaid Concession and

KPI Compensation Balance (for the avoidance of doubt, including any Unrecovered Balances) and the out-of-pocket and documented costs and expenses incurred by the Concessionaire as a result of such termination together with any Taxes payable by the Concessionaire on the foregoing that exceed the Taxes the Concessionaire would have paid on future receipts of the Utility Fee if the termination of this Agreement pursuant to this Section 16.2(b)(i) had not occurred (using the Tax rates in effect when such damages would be payable) and using the same assumptions for the calculation of the amount of such future receipts as are used in the calculation of Utility System Concession Value;

- (ii) exercise any of its rights or remedies at law or in equity;
- (iii) seek to recover its Losses and any amounts due and payable under this Agreement and, in connection therewith, exercise any recourse available to any Person who is owed damages or a debt; and
- (iv) seek specific performance, injunction or other equitable remedies, it being acknowledged that damages are an inadequate remedy for a University Default.

**Section 16.3. Consequences of Termination or Reversion.** Upon the termination or expiration of this Agreement, notwithstanding any claims the Parties may have against each other and subject to Section 16.2(b)(iii), the following provisions shall apply:

- (a) the Concessionaire shall, without action whatsoever being necessary on the part of the University (other than any payment obligations of the University with respect to such termination (including, for the avoidance of doubt, any payment obligations pursuant to Sections 14.2(a), 15.3(f) or 16.1(b)(i), if any, and the payment obligation set forth in this Section 16.3(a)), surrender, transfer and deliver to the University the Utility System (including all improvements to the Utility System), the Utility System Assets (to the extent they have not been disposed of in the ordinary course of business) and all tangible and intangible personal property of the Concessionaire (including inventories) that is included in the Utility System or used in connection with the Utility System Operations, in good order, condition and repair (reasonable wear and tear excepted), determined reasonably in accordance with the then applicable Performance Standards, free and clear of all Encumbrances other than (w) Permitted Concessionaire Encumbrances set forth in clauses (iv) and (vii) of the definition of that term, (x) Permitted University Encumbrances, (y) those created by or suffered to exist or consented to by the University or any Person claiming through it, and (z) with respect to any property added to the Utility System after the Time of Closing, title defects affecting such property in existence on the date such property is added to the Utility System, all in exchange for \$1 paid by the University on the Reversion Date;

- (b) the Concessionaire hereby waives any notice now or hereafter required by Law with respect to transfer of the Utility System on the Reversion Date;
- (c) the University shall, as of the Reversion Date, assume full responsibility for the Utility System Operations, and as of such date, the Concessionaire shall have no liability or responsibility for Utility System Operations occurring after such date;
- (d) the Concessionaire shall be liable for all costs, expenses and other amounts for which it is liable or responsible hereunder incurred up to but not including the Reversion Date, and the University shall be liable for all costs, expenses and amounts incurred in connection with the Utility System Operations on and after the Reversion Date;
- (e) the University shall have the option, subject to the rights of any Leasehold Mortgagee, or its designee or nominee, to enter into a New Agreement with a third party, by providing notice to the Concessionaire requiring that the Concessionaire assign, without warranty or recourse to the Concessionaire, to the fullest extent permitted by Authorizations and applicable Law, all of its right, title and interest in, to and under (in each of the following cases, to the extent assignable) all or any of the Operating Agreements then in effect and all Authorizations to the University or its nominee for the remainder of their respective terms; provided, however, that if the University exercises such option, the right, title and interest of the Concessionaire in, to and under such Operating Agreements and Authorizations shall be assigned to the University or its nominee as of the Reversion Date and the Concessionaire shall surrender the Utility System to the University and shall cause all Persons claiming under or through the Concessionaire to do likewise, and the University shall assume in writing, pursuant to an assumption agreement satisfactory to the Concessionaire, the Concessionaire's obligations under the Operating Agreements that arise in respect of, or relate to, any period of time falling on and after the Reversion Date; provided further, that if the University does not exercise such option, the Concessionaire shall take such steps as are necessary to terminate the Operating Agreements to the extent permitted thereunder and in accordance with the terms thereof;
- (f) the Concessionaire, at its sole cost and expense, shall promptly deliver to the University copies of all records and other documents relating to the Utility Fee that are in the possession of the Concessionaire or its Representatives and all other then-existing records and information relating to the Utility System as the University, acting reasonably, may request;
- (g) the Concessionaire shall execute and deliver to the University transfer of title documents and other instruments reasonably required by the University to evidence such termination;
- (h) the Concessionaire shall assist the University in such manner as the University may require to ensure the orderly transition of control, operation, management, maintenance and rehabilitation of the Utility System, and shall, if appropriate and

if requested by the University, take all steps as may be necessary to enforce the provisions of the Operating Agreements pertaining to the surrender of the Utility System;

- (i) the University and the Concessionaire shall make appropriate adjustments, including adjustments relating to any Operating Agreements assigned to the University, Utility Fee and other similar charges collected on and after the Reversion Date that are incurred prior to the Reversion Date, and utilities, and any adjustments and payment therefor shall be made by the appropriate Party on the Reversion Date, but shall be subject to readjustment if necessary because of error in matters such as information, calculation, payments and omissions that are identified within the period of 180 Days following the Reversion Date; provided, however, that the University and the Concessionaire acknowledge that certain adjustments or readjustments may have to be made when a third party provides to the University or the Concessionaire a final adjustment amount in respect of a matter, and for such matters the adjustment and readjustment date shall each be correspondingly extended;
- (j) if this Agreement is terminated as a result of an Adverse Action, the payment by the University to the Concessionaire of the amounts required under Article 14 or Article 18 shall constitute full and final settlement of any and all Claims the Concessionaire may have against the University for and in respect of the termination of this Agreement and upon such payment, the Concessionaire shall execute and deliver all such releases and discharges as the University may reasonably require to give effect to the foregoing; and
- (k) all plans, drawings, specifications and models prepared in connection with construction at the Utility System and in the Concessionaire's possession and all "as-built" drawings shall become the sole and absolute property of the University, and the Concessionaire shall promptly deliver to the University all such plans, drawings, specifications and models and all such as-built drawings (but may keep copies of those plans, drawings, specifications and models that were developed by the Concessionaire or its Representatives).

This Section 16.3 shall survive the expiration or any earlier termination of this Agreement.

**Section 16.4. Termination Other than Pursuant to Agreement.** If this Agreement is terminated by the University other than pursuant to Section 16.1, or is canceled, rescinded or voided during the Term for any reason over the objection and without action by the Concessionaire, the University shall (without limiting any payment obligations set forth in Section 15.3(f)) pay to the Concessionaire (A) the Utility System Concession Value as of the date of such termination, cancellation, rescinding or voiding, plus, without duplication, (B) the unpaid Concession and KPI Compensation Balance (for the avoidance of doubt, including any Unrecovered Balances), and (C) the out-of-pocket and documented costs and expenses incurred by the Concessionaire or the Operator as a direct result of such termination, cancellation, rescinding or voiding, and (D) any Taxes payable by the Concessionaire on the foregoing (A) through (C) that exceed the Taxes the Concessionaire would have paid on future receipts of the Utility Fee if the termination of this



Agreement pursuant to this Section 16.4 had not occurred (using the Tax rates in effect when such damages would be payable) and using the same assumptions for the calculation of the amount of such future receipts as are used in the calculation of Utility System Concession Value. The University hereby acknowledges and agrees that it may only terminate this Agreement in accordance with the express terms hereof and shall not, in any event, have the right to terminate this Agreement for convenience. The Concessionaire hereby acknowledges and agrees that it may only terminate this Agreement in accordance with the express terms hereof and shall not, in any event, have the right to terminate this Agreement for convenience or to challenge the validity or enforceability of this Agreement.

## ARTICLE 17 RESTRICTIONS ON TRANSFERS

### Section 17.1. Transfers by the Concessionaire.

- (a) Subject in all respects to the collateral assignment of the Concessionaire Interest to the Leasehold Mortgagee, and exercise by the Leasehold Mortgagee of its rights pursuant to such assignment, including by foreclosure, as set forth in Article 19, the Concessionaire shall not Transfer, or otherwise permit the Transfer, of any part of the Concessionaire Interest to or in favor of a Transferee (other than a Transferee that is an Affiliate or a Leasehold Mortgagee under or nominee/designee of a Leasehold Mortgagee under Article 19) that would result in the Concessionaire directly owning 50% or less of the Concessionaire Interest granted to the Concessionaire as of the date hereof unless (i) the University has Approved (based upon a determination in accordance with Section 17.1(b)) such proposed Transferee and (ii) the proposed Transferee (other than a Transferee that is an Affiliate or a Leasehold Mortgagee under Article 19) enters into an agreement with the University in form and substance satisfactory to the University, acting reasonably, wherein the Transferee acquires the rights and assumes the obligations of the Concessionaire and agrees to perform and observe all of the obligations and covenants of the Concessionaire under this Agreement. Any Transfer made in violation of the foregoing provision shall be null and void ab initio and of no force and effect.
- (b) Approval of a proposed Transfer may be withheld if the University reasonably determines that (i) such proposed Transfer is prohibited by applicable Law, (ii) such proposed Transferee's entering into this Agreement with the University is prohibited by Law, (iii) such proposed Transfer would result in a violation of Law, (iv) such proposed Transfer would result in a Tax liability to the University (unless the University shall have received indemnification, as determined in the University's discretion, with respect thereto) or (v) such proposed Transferee is not capable of performing the obligations and covenants of the Concessionaire under this Agreement. Such determination shall be based upon and take into account the following factors, in each case assessed as of the date of such determination but after giving effect to the proposed Transfer together with any related transactions (including the proposed transfer of employees and other resources to such Transferee in connection with such proposed Transfer and

related transactions): (a) the financial strength and integrity of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners and each of their respective Affiliates; (b) the experience of the proposed Transferee or the Operator engaged by the proposed Transferee in operating a Comparable Utility System and performing other relevant projects; (c) the background and reputation of the proposed Transferee, its direct or indirect beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory claims or actions against any such Person and the quality of any such Person's past or present performance on other projects); and (d) the Operator engaged by the proposed Transferee, including the ability of the Operator to meet the Performance Standards. If the Concessionaire disputes the University's determination under this Section 17.1(b), such dispute shall be resolved in accordance with Article 18.

- (c) If requested by the Concessionaire, the University shall, on a confidential basis (unless disclosure is required by applicable Law) and at the Concessionaire's sole cost and expense, evaluate one or more proposed Transferees as provided in Section 17.1(b) and notify the Concessionaire within 30 Business Days of its Approval or withholding of Approval with respect to such proposed Transferee(s).
- (d) No Transfer of all or any of the Concessionaire Interest (except for a Transfer to a Leasehold Mortgagee or its nominee upon its exercise of remedies under the Leasehold Mortgage and any subsequent transfer to the transferee of the Leasehold Mortgage that has been Approved under Section 17.1(b)) shall be made or have any force or effect if, at the time of such Transfer there has occurred a Concessionaire Default that has not been remedied or an event that with the lapse of time, the giving of notice or otherwise would constitute a Concessionaire Default.
- (e) A Change in Control of the Concessionaire (other than a Change in Control occasioned by the exercise by any Leasehold Mortgagee of its remedies under any pledge of shares, limited liability company interest or partnership interest) shall be deemed to be a Transfer of the Concessionaire Interest for purposes of the foregoing provisions (thus requiring the University's Approval) and shall be evaluated by the University as provided in Section 17.1(b) and Section 17.1(c).
- (f) Nothing contained in the foregoing shall be deemed to prohibit or limit the Concessionaire from changing its name, organizational form or status (including a change from a limited liability company to a corporation or limited partnership), provided that such change in name, organizational form or status does not result in a Change in Control of the Concessionaire.
- (g) Neither (i) a change of ownership that is attributable to a lease, sublease, concession, management agreement, operating agreement or other similar arrangement that is subject and subordinate in all respects to the rights of the University under this Agreement so long as (A) no "Change in Control" occurs

with respect to the Concessionaire and (B) the Concessionaire remains obligated under this Agreement, nor (ii) the creation of a trust or any other transaction or arrangement that is solely a transfer of all or part of the Concessionaire's economic interest under this Agreement to another entity shall be deemed to be a Transfer of the Concessionaire Interest for purposes of Section 17.1(a).

**Section 17.2. Assignment by the University.** The University shall have the right to Transfer any or all of its interest in the Utility System and this Agreement, provided that it shall be jointly and severally liable with the Transferee for the performance and observance of the obligations and covenants of the University under this Agreement, and any agreement entered into by the University under this Agreement (including agreeing directly with any Leasehold Mortgagee to be bound by the agreement entered into in accordance with Section 19.3) and that any such Transfer by the University shall not materially limit or reduce any of the Concessionaire's other rights, benefits, remedies or privileges under this Agreement nor shall it materially impair the University's ability to meet its obligations under this Agreement and, provided further, any such Transfer shall be subject to the rights and Encumbrances of the Concessionaire and of the Leasehold Mortgagee under any Leasehold Mortgage.

## ARTICLE 18 DISPUTE RESOLUTION

**Section 18.1. Scope.** Any dispute arising out of, relating to, or in connection with this Agreement shall be resolved as set forth in this Article 18.

**Section 18.2. Informal Dispute Resolution Procedures.** The Parties shall attempt in good faith to resolve such dispute within 15 Business Days following receipt by one Party of notice of such dispute from the other Party. If the Parties are unable to resolve the dispute within such period of 15 Business Days, and upon notice by either Party to the other, the dispute shall be referred to the Designated Senior Person of each Party. The Designated Senior Persons shall negotiate in good faith to resolve the dispute, conferring as often as they deem reasonably necessary. Statements made by Representatives of the Parties during the dispute resolution procedures set forth in this Section 18.2 and in Section 18.3 and documents specifically prepared for such dispute resolution procedures shall be considered part of settlement negotiations and shall not be admissible as evidence in any litigation proceeding between the Parties without the mutual consent of the Parties.

**Section 18.3. Mediation.** Mediation of a dispute under this Agreement may not be commenced until the earlier of: (i) such time as both of the Designated Senior Persons, after following the procedures set forth in Section 18.2, conclude in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) 15 Business Days after the notice referring the dispute to the Designated Senior Persons, pursuant to Section 18.2. If, after such time period, the dispute remains unresolved, the Parties shall attempt to resolve the dispute through mediation administered by the AAA under its Commercial Mediation Procedures before resorting to litigation, as provided by Section 18.4. The Parties agree that any period of limitation applicable to the assertion of a claim shall be deemed tolled during the conduct of informal dispute resolution under Section 18.2 and mediation under this Section 18.3, and that any claim of any Party shall be deemed not to have accrued until the mediation is terminated.

**Section 18.4. Litigation.** Unless the Parties otherwise agree, if mediation as set forth in Section 18.3 does not resolve the dispute within 30 Business Days following a reference to mediation or such longer period as the Parties may mutually agree, then the Parties shall present the dispute to such court of competent jurisdiction as set forth in Section 20.7.

**Section 18.5. Provisional Remedies.** No Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that is not otherwise available under this Agreement or to enforce or execute upon a judgment entered in accordance with this Agreement, including temporary, preliminary and permanent injunctive relief and restraining orders, writs of mandamus, and the appointment of a receiver or receiver and manager in connection with the collection and retention of the Utility Fee.

**Section 18.6. Tolling.** If a Party receiving a notice of default under this Agreement contests, disputes or challenges the propriety of such notice by making application to the dispute resolution procedure in this Article 18, any cure period that applies to such default shall be tolled for the time period between such application and the issuance of a final award or determination.

## ARTICLE 19 LENDERS

**Section 19.1. Leasehold Mortgages.** The Concessionaire shall have the right, at its sole cost and expense, to grant one or more Leasehold Mortgages, secured by the Concessionaire Interest or the Utility Fee if at the time any such Leasehold Mortgage is executed and delivered to the Leasehold Mortgagee, no Concessionaire Default exists and upon and subject to the following terms and conditions:

- (a) a Leasehold Mortgage may not cover any property of, or secure any debt issued or guaranteed by, any Person other than the Concessionaire or the Concessionaire's Parent, but may cover shares or equity interests in the capital of the Concessionaire and any cash reserves or deposits held in the name of the Concessionaire;
- (a) no Person other than an Institutional Lender shall be entitled to the benefits and protections accorded to a Leasehold Mortgagee in this Agreement; provided, however, that lessors and lenders to the Concessionaire (and lenders to a Leasehold Mortgagee that is a Lessor) may be Persons other than Institutional Lenders so long as any Leasehold Mortgage securing the loans made by such Persons is held by an Institutional Lender acting as collateral agent or trustee;
- (b) no Leasehold Mortgage or other instrument purporting to mortgage, pledge, encumber, or create a lien, charge or security interest on or against any or all of the Concessionaire Interest shall extend to or affect the fee simple interest in the Utility System, the University's interest hereunder or the University's reversionary interests and estates in and to the Utility System or any part thereof; in addition, any termination of this Agreement, following the expiration of the Leasehold Mortgagee's cure period in Section 19.3, if any, without a cure, by the University shall simultaneously terminate the Leasehold Mortgage; provided, however, such

termination of the Leasehold Mortgage and the Concessionaire's leasehold interest in the Utility System, shall not affect, modify or terminate the Concessionaire's obligations to the Leasehold Mortgagee with respect to the Leasehold Mortgage Debt;

- (c) the University shall have no liability whatsoever for payment of the principal sum secured by any Leasehold Mortgage, or any interest accrued thereon or any other sum secured thereby or accruing thereunder, and, except for violation by the University of express obligations set forth herein with respect to the Leasehold Mortgagee or in any other agreement with the Leasehold Mortgagee, the Leasehold Mortgagee shall not be entitled to seek any damages or other amounts against the University for any or all of the same;
- (d) the University shall have no obligation to any Leasehold Mortgagee in the enforcement of the rights and remedies of the University under this Agreement or by Law, except as expressly set forth in this Agreement or in any agreement with the Leasehold Mortgagee and unless such Leasehold Mortgagee has provided the University with notice of its Leasehold Mortgage in accordance with the Leasehold Mortgage Notice Requirements;
- (e) each Leasehold Mortgage shall provide that if the Concessionaire is in default under the Leasehold Mortgage and the Leasehold Mortgagee gives notice of such default to the Concessionaire, then the Leasehold Mortgagee shall give written notice of such default to the University;
- (f) subject to the terms of this Agreement and the terms of any direct consent agreement executed by and between the University and Leasehold Mortgagee, all rights acquired by a Leasehold Mortgagee under any Leasehold Mortgage shall be subject and subordinate to all of the provisions of this Agreement and to all of the rights of the University hereunder and the Leasehold Mortgagee shall agree to be bound by the terms of this Agreement to the extent applicable to the Leasehold Mortgagee;
- (g) notwithstanding any enforcement of the security of any Leasehold Mortgage, the Concessionaire shall remain liable to the University for the payment of all sums owing to the University under this Agreement and the performance and observance of all of the Concessionaire's covenants and obligations under this Agreement;
- (h) a Leasehold Mortgagee shall not, by virtue of its Leasehold Mortgage, acquire any greater rights or interest in the Utility System than the Concessionaire has at any applicable time under this Agreement, other than such rights granted expressly to such Leasehold Mortgagee pursuant to this Article 19, and each Leasehold Mortgagee, the University and the Concessionaire shall enter into a consent agreement in a form acceptable to all parties; provided that such consent agreement shall be in a customary form and shall include the rights and protections provided to the Leasehold Mortgagees in this Agreement;

- (i) a Leasehold Mortgagee shall, within ten (10) days after receipt of written request from the University, execute an amendment to its recorded Leasehold Mortgage to conform the legal description of the real property encumbered by such Leasehold Mortgage to conform to the legal description in the Memorandum of Lease to the extent properly modified pursuant to Section 2.8; and
- (j) a Leasehold Mortgagee shall, within ten (10) days after receipt of written request from the University, execute documentation reasonably acceptable to the University releasing any land or other real property owned by the University from the lien of any Leasehold Mortgage such that such land or real property may be conveyed to a third party without being subject to this Agreement or the Leasehold Mortgage, provided such request is accompanied by an affidavit from the University that such land or other real property does not contain any Utility Facilities or Utility System Assets.

While any Leasehold Mortgage is outstanding, the University shall not agree to any amendment or modification of this Agreement that could reasonably be expected to have a material adverse effect on the rights or interests of the Leasehold Mortgagee or agree to a voluntary surrender or termination of this Agreement by the Concessionaire without the consent of the Leasehold Mortgagee.

**Section 19.2. Notices and Payments to Leasehold Mortgagees.** Whenever a Leasehold Mortgage exists as to which the University has been provided notice by the holder thereof in accordance with the Leasehold Mortgagee Notice Requirements, the University shall, simultaneously with providing the Concessionaire any required notice under this Agreement, provide a copy of such notice to such Leasehold Mortgagee, and no such notice to the Concessionaire shall be effective against the Leasehold Mortgagee until a copy thereof is duly provided to such Leasehold Mortgagee at its address specified in its notice given to the University in accordance with the Leasehold Mortgagee Notice Requirements (or any subsequent change of address notice given to the University pursuant to the requirements of Section 20.1). With respect to a Leasehold Mortgage regarding which the University has been provided notice in accordance with the Leasehold Mortgagee Notice Requirements, unless the Leasehold Mortgagee has otherwise advised the University in writing, all payments to the Concessionaire to be made by the University under this Agreement shall be made to the institution acting as the collateral agent or depository under the financing secured by such Leasehold Mortgage to the extent the University has been provided the name and mailing address of such institution.

**Section 19.3. Leasehold Mortgagee's Right to Cure.** The Leasehold Mortgagee shall have a period of 90 Days with respect to any Concessionaire Default beyond any cure period expressly provided to the Concessionaire herein, in which to cure or cause to be cured any such Concessionaire Default; provided, however, that such 90-Day period shall be extended if the Concessionaire Default may be cured but cannot reasonably be cured within such period of 90 Days, and the Leasehold Mortgagee begins to cure such default within such 90-Day period (or if possession is necessary in order to effect such cure, the Leasehold Mortgagee files the appropriate legal action to commence foreclosure on the liens of the Leasehold Mortgage (or takes other appropriate action to effect a transfer of title to the property subject to such liens) and take possession of the Utility System within such period) and thereafter proceeds with all due diligence



to cure such Concessionaire Default (including by proceeding with all due diligence to effect such foreclosure and during such foreclosure action (to the extent practicable) and thereafter to effect such a cure) within a reasonable period of time acceptable to the University, acting reasonably; provided further that if a Leasehold Mortgagee's right to cure a Concessionaire Default has not expired, and the Leasehold Mortgagee is acting to cure such Concessionaire Default in accordance with this Section 19.3, then the University shall not exercise its right to terminate this Agreement by reason of such Concessionaire Default. In furtherance of the foregoing, the University shall permit the Leasehold Mortgagee and its Representatives the same access to the Utility System as is permitted to the Concessionaire hereunder. The University shall accept any such performance by a Leasehold Mortgagee as though the same had been done or performed by the Concessionaire. Any payment to be made or action to be taken by a Leasehold Mortgagee hereunder as a prerequisite to keeping this Agreement in effect shall be deemed properly to have been made or taken by the Leasehold Mortgagee if such payment is made or action is taken by a nominee, agent or assignee of the rights of such Leasehold Mortgagee. Any exercise of the Leasehold Mortgagee's rights to cure hereunder shall not result in the assumption by such Leasehold Mortgagee of the Concessionaire's obligations hereunder.

#### **Section 19.4. Rights of the Leasehold Mortgagee.**

- (a) Subject to the provisions of this Agreement, a Leasehold Mortgagee may (i) enforce its Leasehold Mortgage in any lawful way, (ii) acquire the Concessionaire Interest in any lawful way or (iii) take possession of in any lawful way and manage the Utility System in accordance with the terms of this Agreement. Upon foreclosure of (or without foreclosure upon exercise of any contractual or statutory power of sale under such Leasehold Mortgage or a deed in lieu) and subject to the provisions of Article 17 (applied to the Leasehold Mortgagee as if it were the Concessionaire, except that Section 17.1(c) will not apply), a Leasehold Mortgagee may Transfer the Concessionaire Interest; provided, however, that no Transfer by a Leasehold Mortgagee shall be effective unless the Transfer is made in accordance with Section 17.1. Any Person to whom the Leasehold Mortgagee Transfers the Concessionaire Interest (including such Leasehold Mortgagee) shall take the Concessionaire Interest subject to all of the Concessionaire's obligations under this Agreement.
- (b) Except as provided in Section 19.3, unless and until a Leasehold Mortgagee (i) forecloses or has otherwise taken ownership of the Concessionaire Interest or (ii) has taken possession or control of the Concessionaire Interest, whether directly or by an agent as a mortgagee in possession or a receiver or receiver and manager has taken possession or control of the Concessionaire Interest by reference to the Leasehold Mortgage, the Leasehold Mortgagee shall not be liable for any of the Concessionaire's obligations under this Agreement or be entitled to any of the Concessionaire's rights and benefits contained in this Agreement, except by way of security; provided, however, that the Leasehold Mortgagee shall be entitled to cure any Concessionaire Default that requires payment of money by paying such money on the Concessionaire's behalf, prior to the Leasehold Mortgagee taking possession, control or ownership of the Concessionaire Interest. If the Leasehold Mortgagee itself or by an agent or a receiver or a receiver and manager is the

owner, or is in control or possession of, the Concessionaire Interest, it shall be bound by all liabilities and obligations of the Concessionaire under this Agreement (including the obligation to engage an Operator). Once the Leasehold Mortgagee goes out of possession or control of the Concessionaire Interest or Transfers the Concessionaire Interest to another Person in accordance with the provisions of this Agreement, the Leasehold Mortgagee shall cease to be liable for any of the Concessionaire's obligations under this Agreement accruing thereafter and shall cease to be entitled to any of the Concessionaire's rights and benefits contained in this Agreement, except, if the Leasehold Mortgage remains outstanding, by way of security.

#### **Section 19.5. Termination of this Agreement; New Agreement.**

- (a) Without prejudice to the rights of a Leasehold Mortgagee under Section 19.3, if this Agreement is terminated prior to the expiration of the Term due to a Concessionaire Default (in which case the University shall notify the Leasehold Mortgagee of such termination) or if this Agreement is rejected or disaffirmed pursuant to any bankruptcy Law or proceeding or other similar Law or proceedings affecting creditors' rights generally with respect to a bankruptcy proceeding relating to the Concessionaire or otherwise, the University agrees to enter into a new concession and lease agreement of the Utility System with the Leasehold Mortgagee (or its designee or nominee, provided that such designee or nominee either is controlled by the Leasehold Mortgagee (or by the holders of the Leasehold Mortgage Debt)) or is Approved by the University as Transferee under Section 17.1) for the remainder of the original stated Term upon all of the covenants, agreements, terms, provisions and limitations of this Agreement, without any charge, penalty, assessment or consideration not specifically provided for in this Section 19.5 (the "New Agreement"), effective as of the date of such termination, but only on and subject to the satisfaction of all of the following requirements and conditions: (i) such Leasehold Mortgagee commits in writing to the University, in a notice delivered to the University, within 30 Days after the University delivers the termination notice to Leasehold Mortgagee (or, if later, upon the termination of any cure period granted to the Leasehold Mortgagee pursuant to Section 19.3) or within 30 Days after the effective date of such rejection or disaffirmance, as the case may be, that the Leasehold Mortgagee (or its designee or nominee) will enter into the New Agreement, which notice is accompanied by a copy of such New Agreement, duly executed and acknowledged by the Leasehold Mortgagee (or its designee or nominee); (ii) the Leasehold Mortgagee (or its designee or nominee) pays or causes to be paid to the University, at the time of the execution and delivery of the New Agreement, all amounts which, at the time of the execution and delivery thereof, would have been past-due or due and payable in accordance with the provisions of this Agreement but for such termination; (iii) provided the University furnishes a statement or invoice for such costs the Leasehold Mortgagee pays or causes to be paid to the University all reasonable costs and expenses (including legal, advisory and other fees), Taxes, fees, charges and disbursements paid or incurred by the University in connection with such Concessionaire Defaults and termination, the recovery of possession

from the Concessionaire, and in connection with the preparation, execution and delivery of the New Agreement and related agreements and documents specified in such statement or invoice; and (iv) such Leasehold Mortgagee (or its designee or nominee), at the time of such written request, cures all Concessionaire Defaults under this Agreement (curable by the payment of money) existing immediately prior to the termination of this Agreement, or, if such Concessionaire Defaults cannot be cured by the payment of money, such Leasehold Mortgagee (or its designee or nominee) commits to the University in the New Agreement to proceed both promptly and diligently, upon the execution of the New Agreement, to cure all such other Concessionaire Defaults to the extent such Concessionaire Defaults are capable of cure by a Person other than the original Concessionaire and, if possession is necessary in order to cure such other Concessionaire Defaults, to proceed both promptly and diligently to obtain the possession required to cure any such other Concessionaire Defaults (and such cure shall be a covenant in the New Agreement).

- (b) Nothing contained in this Section 19.5 shall be deemed to limit or affect the University's interests in and to such Utility System upon the expiration of the Term of the New Agreement. The provisions of this Section 19.5 shall survive the termination of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 19.5 were a separate and independent contract made by the University, the Concessionaire and the Leasehold Mortgagee and, if the Leasehold Mortgagee satisfies the conditions to execute a New Agreement, from the effective date of such termination of this Agreement to the date of execution and delivery of the New Agreement, the Leasehold Mortgagee may use and enjoy the leasehold estate created by this Agreement without hindrance by the University, but only on and subject to the terms and provisions of this Agreement.
- (c) If the circumstances described in Section 19.5(a) occur, and the University determines, based on the written legal advice of counsel, that termination of this Agreement and the entry into a New Agreement by and among the University and the Leasehold Mortgagee could violate applicable provisions of the Laws of the State of Idaho governing procurement by the University then, in lieu of entering in a New Agreement and in satisfaction of its obligations under this Section 19.5, the University agrees to enter into an Assignment and Assumption Agreement pursuant to Section 19.8.

**Section 19.6. Recognition of Leasehold Mortgagee.** If there is more than one Leasehold Mortgagee, only that Leasehold Mortgagee (who, for the avoidance of doubt, may act on behalf of one or more lender groups as contemplated by Section 19.1), to the exclusion of all other Leasehold Mortgagees, whose notice was earliest received by the University pursuant to the Leasehold Mortgagee Notice Requirements, shall have the right to exercise the rights as a Leasehold Mortgagee under this Article 19 vis-à-vis the University, unless such Leasehold Mortgagee has designated in writing another Leasehold Mortgagee to exercise such rights in which case the other Leasehold Mortgagee may exercise such rights, provided that such requirement shall not limit such additional Leasehold Mortgagees' rights hereunder. Such Leasehold Mortgagee may act as agent for a group or syndicate of one or more Institutional Lenders and such Leasehold Mortgagee and

Institutional Lenders may freely assign or sell interests and/or participations in the loans to any other Institutional Lender.

**Section 19.7. University's Right to Purchase Leasehold Mortgages.**

- (a) If any default by the Concessionaire has occurred under a Leasehold Mortgage and has not been cured within applicable cure periods, or any act, condition or event has occurred which would permit a Leasehold Mortgagee to declare all or part of the indebtedness secured by a Leasehold Mortgage to be immediately due and payable (or, in the case of a Leasehold Mortgage that is a lease, to terminate the lease), then the University shall have 30 Days after the date on which such Leasehold Mortgagee shall serve notice upon the University in writing ("Leasehold Mortgagee's Notice") that such Leasehold Mortgagee intends to commence proceedings to foreclose the Leasehold Mortgage or, in the case of a Leasehold Mortgage that is a Lessor to terminate the lease with the Concessionaire (stating the calculation of the purchase price pursuant to Section 19.7(c)), during which 30-Day period the University shall have the right and option (the "University's Option") to purchase from all Leasehold Mortgagees their Leasehold Mortgages, upon the terms and subject to the conditions contained in this Section 19.7.
- (b) The University's Option shall be exercised by notice served upon the Concessionaire and all Leasehold Mortgagees within such 30-Day period. If the University's Option is duly and timely exercised, the University shall purchase and all Leasehold Mortgagees shall assign their Leasehold Mortgages to the University (or its designee) on the date which is 60 Days after the date on which a Leasehold Mortgagee's Notice is served upon the University. The closing shall take place at a mutually convenient time and place.
- (c) The purchase price payable by the University shall be equal to the aggregate amounts secured by such Leasehold Mortgages (including principal, interest, fees, premiums, Breakage Costs and other costs, expenses (including attorneys' fees) and any other amounts secured thereby) as of the closing date of the purchase. The purchase price shall be paid in full in cash at closing by wire transfer or other immediately available funds. The purchase price shall be paid by the University to each respective Leasehold Mortgagee, to be applied by the Leasehold Mortgagee to the amounts secured by the Leasehold Mortgage owed to such Leasehold Mortgagee, subject to the priorities of lien of such Leasehold Mortgages.
- (d) At the closing and upon payment in full of the purchase price each Leasehold Mortgagee shall assign its Leasehold Mortgage to the University, together with any security interest held by it in the Concessionaire Interest, without recourse, representations, covenants or warranties of any kind, provided that such Leasehold Mortgages and security interests shall be deemed modified to secure the amount of the aggregate purchase price paid by the University to all Leasehold Mortgagees (rather than the indebtedness theretofore secured thereby) payable on demand,

with interest and upon the other items referred to in this Section 19.7(d). Each such assignment shall be in form for recordation or filing, as the case may be. The University shall be responsible for paying any Taxes payable to any Governmental Authority upon such assignment. Such assignment shall be made subject to such state of title of the Utility System as shall exist at the date of exercise of the University's Option.

- (e) Any Leasehold Mortgage shall contain an agreement of the Leasehold Mortgagee to be bound by the provisions of this Section 19.7, and the University shall have the right to receive all notices of default under any Leasehold Mortgage.

#### **Section 19.8. Assignment and Assumption Agreement.**

- (a) The provisions of this Section 19.8 shall be in effect whenever either (i) the University has made the determination contemplated by Section 19.5(c) or (ii) the University, with the written consent of the Leasehold Mortgagee, has determined to proceed under this Section 19.8 in lieu of under Section 19.5.
- (b) Without prejudice to the rights of a Leasehold Mortgagee under Section 19.3, if either (i) the University has given a notice of termination of this Agreement due to Concessionaire Default pursuant to Section 16.1(b), or (ii) this Agreement is rejected or disaffirmed pursuant to any bankruptcy Law or proceeding or other similar Law or proceedings affecting creditors' rights generally with respect to a bankruptcy proceeding relating to the Concessionaire or otherwise, the University agrees to cooperate with a Leasehold Mortgagee in order to effectuate such Leasehold Mortgagee's rights under the Leasehold Mortgage to step-in, assume or assign this Agreement, in accordance with the procedures, terms and conditions of this Section 19.8 without any charge, penalty, assessment or consideration not specifically provided for in this Section 19.8.
- (c) Upon notification and satisfaction of all of the conditions and requirements in Section 19.8(d), the University agrees that this Agreement shall not be deemed terminated, but may be assumed by a Leasehold Mortgagee or by a designee or nominee of such Leasehold Mortgagee who is either controlled by the Leasehold Mortgagee (or by the holders of the Leasehold Mortgage Debt) or is Approved by the University as a Transferee under Section 17.1, for the remainder of the original stated Term of this Agreement, and as evidence of such assignment and assumption the University agrees to execute an amended and restated concession and lease agreement for the Utility System upon all of the covenants, agreements, terms, provisions and limitations of this Agreement (the "Assignment and Assumption Agreement").
- (d) This Agreement may be so assigned and assumed pursuant to an Assignment and Assumption Agreement upon and subject to satisfaction of all of the following requirements and conditions:

- (i) Such Leasehold Mortgagee must commit in writing to the University, in a notice delivered to the University within the later of 30 Days after the University delivers the termination notice to Leasehold Mortgagee or upon the termination of any cure period granted to such Leasehold Mortgagee pursuant to Section 19.3, or within 30 Days after the effective date of any rejection or disaffirmance of this Agreement in a bankruptcy proceeding, as the case may be, that such Leasehold Mortgagee (or its designee or nominee) will assume this Agreement and enter into the Assignment and Assumption Agreement, which notice is accompanied by a copy of such Assignment and Assumption Agreement duly executed and acknowledged by such Leasehold Mortgagee (or its designee or nominee).
- (ii) Such Leasehold Mortgagee (or its designee or nominee) shall pay or cause to be paid to the University, at the time that the Assignment and Assumption Agreement is fully executed, all amounts which, at the time of the execution and delivery thereof, would have been past-due or due and payable in accordance with the provisions of this Agreement.
- (iii) Such Leasehold Mortgagee (or its designee or nominee) shall pay or cause to be paid to the University all reasonable costs and expenses (including legal fees), Taxes, fees, charges and disbursements paid or incurred by the University in connection with such defaults and notice of termination, the recovery of possession from the Concessionaire, and in connection with the preparation, execution and delivery of the Assignment and Assumption Agreement and related agreements and documents. The University shall provide an invoice to such Leasehold Mortgagee of such costs, and the Leasehold Mortgagee or its designee or nominee shall pay such invoiced costs within 5 Days of the receipt of such invoice.
- (iv) Such Leasehold Mortgagee (or its designee or nominee), at the time of the notice provided under Section 19.8(d)(i), shall cure all Concessionaire Defaults under this Agreement (including all such Concessionaire Defaults curable by the payment of money) existing immediately prior to the notice of termination issued pursuant to Section 16.1(b), or, if such Concessionaire Defaults cannot be cured by the payment of money, such Leasehold Mortgagee (or its designee or nominee) shall commit to the University in the Assignment and Assumption Agreement to proceed both promptly and diligently, upon the execution of the Assignment and Assumption Agreement, to cure all such other defaults to the extent such defaults are capable of cure by a Person other than the original Concessionaire and, if possession is necessary in order to cure such other Concessionaire Defaults, to proceed both promptly and diligently to obtain the possession required to cure any such other defaults (and such obligation to cure shall be a covenant in the Assignment and Assumption Agreement).
- (e) If a Leasehold Mortgagee gives the University a notice as provided in Section 19.8(d)(i), the University and Leasehold Mortgagee agree to cooperate



with respect to taking any appropriate actions required to regain and transfer possession of the Utility System and the Utility System Assets, including (i) seeking surrender of possession in any bankruptcy proceedings; (ii) seeking relief from any automatic stay in bankruptcy provisions and pursuit of state law remedies to obtain possession and to foreclose on the Leasehold Mortgage interest and assume the Concessionaire's position as provided in Section 19.4 of this Agreement; provided that any costs incurred by the University under this provision shall be reimbursed by the Leasehold Mortgagee (or its designee or nominee) as provided in Section 19.8(d)(iii).

**Section 19.9. Right to Dispute Resolution.** In each case specified in this Agreement in which resort to dispute resolution is authorized, a Leasehold Mortgagee shall have the right and privilege if an event of default under the Leasehold Mortgage then exists and notice has been given to the University as contemplated by Section 19.1(f), in the Concessionaire's name, place and stead, to obtain and participate in such dispute resolution upon notice to the University in accordance with Article 18; provided that the Leasehold Mortgagee agrees to be bound by the outcome of the dispute resolution process.

## ARTICLE 20 MISCELLANEOUS

**Section 20.1. Notice.** All notices by the Concessionaire or the University, approvals or consents by the Concessionaire, and Approvals by the University (each, a "Notice") required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be delivered by email, nationally recognized overnight courier service, or certified or registered mail (return receipt requested and postage prepaid) for the attention of the persons and to the addresses or email addresses shown below (or such other persons, address or email addresses as either Party may from time to time designate by a Notice to the other):

(a) in the case of the University:

(i) for delivery by mail:

University of Idaho  
Office of Finance & Administration  
875 Perimeter Drive MS-3168  
Moscow, Idaho 83844-3168  
Attention: Vice President for Finance & Administration

With a copy to:

University of Idaho  
Office of the General Counsel  
875 Perimeter Drive MS-3158  
Moscow, Idaho 83844-3158

(ii) for delivery by email:

Vice President for Finance & Administration  
Email: [vpfinance@uidaho.edu](mailto:vpfinance@uidaho.edu)

With a copy to:

Office of the General Counsel  
Email: [counsel@uidaho.edu](mailto:counsel@uidaho.edu)

(b) in the case of the Concessionaire:

(i) for delivery by mail:

Sacyr Infrastructure USA LLC  
3191 Coral Way, Suite 510  
Miami, Florida 33145  
Attention: Raúl Perez Lopez

With a copy to:

Plenary Americas LP  
Suite 2000, 400 Burrard Street  
Commerce Place  
Vancouver BC V6C 3A6  
Attention: Matthew Coady

With a copy to:

Hunton Andrews Kurth LLP  
2200 Pennsylvania Avenue NW  
Washington, D.C. 20037  
Attention: David B. Horner, Esq.

(ii) for delivery by email:

Raúl Perez Lopez  
Email: [rperezl@sacyr.com](mailto:rperezl@sacyr.com)

With a copy to:

Matthew Coady  
Email: [Matt.Coady@plenarygroup.com](mailto:Matt.Coady@plenarygroup.com)

With a copy to:

David B. Horner, Esq.  
Email: [DHorner@Hunton.com](mailto:DHorner@Hunton.com)

A Notice shall be deemed to have been sent and received (i) on the Day it is delivered, or if such Day is not a Business Day or if the Notice is received after ordinary office hours (time of place of receipt), the Notice shall be deemed to have been sent and received on the next Business Day, or (ii) on the 4th Business Day after mailing if sent by U.S. registered or certified mail. Each Party shall use commercially reasonable efforts to deliver an electronic copy of each Notice provided by mail in accordance with the foregoing via email to the persons and email addresses designated pursuant to the foregoing to receive Notices provided by email.

All communications other than Notices that are required or permitted by this Agreement shall be in writing, shall state specifically that they are being given pursuant to this Agreement and shall be delivered by email to the persons and email addresses shown below (or such other persons or email addresses as either Party may from time to time designate by a Notice to the other):

(x) in the case of the University:

Brian Foisy  
Email: [brianfoisy@uidaho.edu](mailto:brianfoisy@uidaho.edu)

(y) in the case of the Concessionaire:

Raúl Perez Lopez  
Email: [rperezl@sacyr.com](mailto:rperezl@sacyr.com)

With a copy to:

Matthew Coady  
Email: [Matt.Coady@plenarygroup.com](mailto:Matt.Coady@plenarygroup.com)

**Section 20.2. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any Party to enter into this Agreement or on which reliance is placed by any Party, except as specifically set forth in this Agreement. The Parties acknowledge and agree that (i) each has substantial business experience and is fully acquainted with the provisions of this Agreement, (ii) the provisions and language of this Agreement have been fully negotiated and (iii) no provision of this Agreement shall be

construed in favor of any Party or against any Party by reason of such provision of this Agreement having been drafted on behalf of one Party rather than the other.

**Section 20.3. Amendment.** This Agreement may be amended, changed or supplemented only by a written agreement signed by the Parties.

**Section 20.4. Waiver of Rights.** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

**Section 20.5. Severability.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. If any provision of this Agreement or the application thereof to any Person or circumstance is held or deemed to be or determined to be invalid, inoperative or unenforceable in any particular case in any particular jurisdiction or jurisdictions because it conflicts with any other provision or provisions hereof or of any applicable Law, or public policy, or for any other reason, (i) such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever, and (ii) the Parties shall negotiate in good faith to amend this Agreement to implement the provisions set forth herein. If the Parties cannot agree on an appropriate amendment, either Party may refer the matter for determination pursuant to the dispute resolution procedure in Article 18. If, by means of the dispute resolution procedure, the Parties are unable, as a result of applicable Law, to resolve the matter in a manner that effectively entitles the University to have the same rights after the aforesaid determination of invalidity or unenforceability as before, the University shall have the right to enact, and cause to come into force, any Law to provide for the same or substantially the same rights as were determined to be invalid or unenforceable.

**Section 20.6. Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by, and interpreted and enforced in accordance with, the Laws in force in the State of Idaho (excluding any conflict of laws rule or principle which might refer such interpretation to the Laws of another jurisdiction). **EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

**Section 20.7. Submission to Jurisdiction.** Subject to Article 18, any action or proceeding against any Party relating in any way to this Agreement may be brought and enforced in the state courts in the State of Idaho in Latah County, and each of the Concessionaire and the University hereby irrevocably submits to the jurisdiction of such courts with regard to any such action or proceeding, and irrevocably waives, to the fullest extent permitted by applicable Law,

any objection it may have now or hereafter have to the laying of venue of any such action or proceeding in such courts and any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Service of process on the University may be made, either by registered or certified mail addressed as provided for in Section 20.1. Service of process on the Concessionaire may be made either by registered or certified mail addressed as provided for in Section 20.1 or by delivery to the Concessionaire's registered agent for service of process in the State of Idaho. If the Concessionaire is presented with a request for Documents by any administrative agency or with a subpoena duces tecum regarding any Documents which may be in its possession by reason of this Agreement, the Concessionaire, unless prohibited by Law, shall give prompt notice to the University. The University may contest such process by any means available to it before such Documents are submitted to a court or other third party; provided, however, that the Concessionaire shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency or required by Law, unless the subpoena or request is quashed or the time to produce is otherwise extended.

**Section 20.8. Further Acts.** The Parties shall do or cause to be done all such further acts and things as may be reasonably necessary or desirable to give full effect to this Agreement. Without limiting the foregoing, each Party will, at any time and from time to time, execute and deliver or cause to be executed and delivered such further instruments and assurances and take such further actions as may be reasonably requested by the other Party in order to cure any defect in the execution and/or delivery of this Agreement.

**Section 20.9. Costs.** Except as otherwise provided in this Agreement, each Party shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Agreement.

**Section 20.10. Interest.** Any amount payable under this Agreement and not paid when due shall bear interest at a variable nominal rate per annum equal on each Day to the Bank Rate then in effect, from the date such payment is due until payment and both before and after judgment.

**Section 20.11. Inurement and Binding Effect.** This Agreement shall inure to the benefit of the Parties and their respective permitted successors and assigns and is binding upon the Parties and their respective successors and assigns.

**Section 20.12. No Partnership or Third Party Beneficiaries.** Except as expressly provided herein to the contrary, nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between the University and the Concessionaire, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any Person not a party to this Agreement, other than, in the case of Section 3.11, Section 10.2, Section 12.3, Section 13.4, Section 14.2, Section 16.3, Section 17.1, Section 17.2 and Article 19, any Leasehold Mortgagee.

**Section 20.13. Cumulative Remedies.** The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law, except for the remedies available to the University for a breach of the Performance Standards or a KPI Event, which shall be limited to those expressly set forth herein. Notwithstanding the foregoing, where this Agreement provides for liquidated damages, such

liquidated damages shall be the sole exclusive remedy of the University or the Concessionaire, as applicable, and the University and the Concessionaire hereby irrevocably waive any right to assert a claim against the other party based on a legal theory that a remedy provided herein for such breach or act triggering the liquidated damages fails of its essential purpose.

**Section 20.14. Counterparts; Electronic Execution.** This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. This Agreement shall be effective when it has been executed by each Party and delivered to both Parties. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by email or other means of electronic transmission. Such Party shall be deemed to have executed and delivered this Agreement on the date it sent such email or other means of electronic transmission. In such event, such Party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

**Section 20.15. Time of the Essence.** Time is of the essence for this Agreement.

(Intentionally Left Blank)



IN WITNESS WHEREOF, the University and the Concessionaire have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

THE REGENTS OF THE UNIVERSITY OF  
IDAHO

BY: \_\_\_\_\_  
PRINTED:  
ITS:

SACYR PLENARY UTILITY PARTNERS  
IDAHO LLC

BY: \_\_\_\_\_  
PRINTED:  
ITS:

## SCHEDULE 1

## FORM OF BOARD RESOLUTION

## AT THE REGENTS OF THE UNIVERSITY OF IDAHO

A RESOLUTION OF THE REGENTS OF THE UNIVERSITY OF IDAHO AUTHORIZING THAT CERTAIN LONG-TERM LEASE AND CONCESSION AGREEMENT FOR THE UNIVERSITY OF IDAHO UTILITY SYSTEM, INCLUDING AUTHORIZATION OF THE LEASE AND CONCESSION THEREUNDER, PERFORMANCE OF ALL OBLIGATIONS THEREUNDER AND EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, The Regents of University of Idaho (the “University”) is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho;

WHEREAS, the University desires to further its energy efficiency and sustainability goals, provide a mechanism for capital improvements as needed, permit the more efficient operation of its utility system, provide for curricular enhancements, and advance the overall educational purposes of the University,

WHEREAS, the University believes the Concession Agreement (as defined below), which imposes certain sustainability obligations on the Concessionaire (as defined below) will enable the University to improve its utility infrastructure for the benefit of the University while simultaneously generating a substantial up-front payment by the Concessionaire for the University to deploy toward the University’s goals of research, enrollment growth and public awareness of the University's roles and missions;

WHEREAS, the University intends to place the up-front payment, less the costs of the transaction, including defeasance of certain of the University bonds, into an endowment that will be dedicated to the University’s goals described above;

WHEREAS, the University intends to create a three-member board that will provide oversight for the newly created fund;

WHEREAS, (a) a bidding process with respect to the Concession Agreement was established pursuant to a University of Idaho P3 Utility System Transaction Request for Proposal Submission dated June 26, 2020 (as amended, modified or restated, the “RFP”) and conducted by the University (such process, the “Bidding Process”) and (b) three bids from such Bidding Process were received for consideration;

WHEREAS, Sacyr Plenary Utility Partners Idaho LLC, a Delaware Limited Liability Company (the “Concessionaire”), which is ultimately owned by Plenary Americas US Holdings Inc. and Sacyr Infrastructure USA LLC submitted a bid in

response to the RFP with an upfront payment amount of \$225,000,000 in accordance with the terms thereof, in a form satisfactory to the University;

WHEREAS, it is proposed that the University enter into a Long-Term Lease and Concession Agreement for the University of Idaho Utility System (the "Concession Agreement") with the Concessionaire, in substantial conformance to the form of agreement attached hereto as Exhibit A and incorporated herein; and

WHEREAS, in connection with the defeasance of certain University bonds, the University will enter into a certain escrow agreement (the "Escrow Agreement") with Wells Fargo Bank, N.A., as trustee of the University's bonds, in substantial conformance to the form of Escrow Agreement attached hereto as Exhibit B and incorporated herein.

NOW, THEREFORE,

BE IT RESOLVED BY THE REGENTS OF THE UNIVERSITY OF IDAHO, that it is in the best interests of the University to enter into the Concession Agreement with the Concessionaire and the Related Documents (as defined below), to perform each of its obligations arising under, or in connection with, the Concession Agreement and the Related Documents, including, but not limited to, the University's obligation to make the payment of the Utility Fee (as defined in the Concession Agreement) on a monthly basis (collectively, the "Transaction Obligations"), and to otherwise consummate the transactions contemplated thereby (the "Transaction"); and

BE IT FURTHER RESOLVED, that the University is authorized (1) to enter into the Concession Agreement with the Concessionaire and into any other documents and agreements that the President and the Vice President for Finance and Administration ("University Authorized Officers") or either of them, deem necessary, advisable or appropriate in connection with the Concession Agreement (including, without limitation, the Memorandum of Lease (as defined in the Concession Agreement)), and one or more consent agreements and estoppel certificates contemplated by the Concession Agreement for the benefit of the Leasehold Mortgagee (as defined in the Concession Agreement)) (collectively, the "Related Documents") as shall be acceptable to the University's General Counsel, such University Authorized Officer's execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, (2) to enter into the Escrow Agreement together with such changes thereto as the University Authorized Officers or either of them, deem necessary, advisable or appropriate, including the determination of the maturities and amounts of the University bonds to be defeased, such University Authorized Officer's execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, and (3) to take such actions as any University Authorized Officer deems necessary, advisable or appropriate to perform the University's Transaction Obligations and to otherwise consummate the Transaction, such actions not to be materially inconsistent with the terms of the Concession Agreement such University Authorized Officer's taking of such action to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof; and

BE IT FURTHER RESOLVED, that the University Authorized Officers are hereby authorized and directed, upon consultation with the University's General Counsel, any outside counsel or advisors retained for this purpose and such other members of the senior leadership of the University that any University Authorized Officer deems necessary, advisable or appropriate, subject to the terms, limitations and conditions prescribed in this resolution, (1) to negotiate, execute, acknowledge and deliver the Concession Agreement and any Related Document on such terms as any University Authorized Officer deems necessary, advisable or appropriate, such terms not to be materially inconsistent with the Concession Agreement, with such University Authorized Officer's execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, and (2) to take such actions as any University Authorized Officer deems necessary, advisable or appropriate to perform the University's Transaction Obligations and to otherwise consummate the Transaction, such action not to be materially inconsistent with the terms of the Concession Agreement, with such University Authorized Officer's taking of such action to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof; and

BE IT FURTHER RESOLVED, that the Vice President for Finance and Administration is hereby authorized to serve as the Senior Official (as defined in the Concession Agreement); and

BE IT FURTHER RESOLVED, that the limitations of Policy Section V.R.3.a.vi are hereby waived so as to allow the University to continue to provide certain benefits for those University employees (the "Legacy Employees") who transfer employment from the University to the Concessionaire, or the Operator (as defined in the Concession Agreement) pursuant to the Concession Agreement, for so long as each Legacy Employee remains in the employ of the Concessionaire or Operator; such benefits are comprised of a) EMPLOYEE EDUCATIONAL ASSISTANCE, b) EMPLOYEE SPOUSE EDUCATIONAL FEE AND TUITION REDUCTION, c) DEPENDENT EDUCATIONAL TUITION AND FEE REDUCTION, and miscellaneous employee benefits for athletic tickets, and use of recreation facilities; such waiver shall not apply to any other employees of the Concessionaire or of any other operator of the Utility System, including former University employees who may take employment with the Concessionaire or Operator.

BE IT FURTHER RESOLVED, that this Resolution shall take effect and be in force immediately upon its adoption.

Adopted: November 2, 2020]

THE REGENTS OF THE UNIVERSITY OF IDAHO

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President

ATTEST:

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Secretary



**EXHIBIT A  
CONCESSION AGREEMENT**

**SCHEDULE 2**  
**PERFORMANCE STANDARDS**

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## Part I - GENERAL

### Introduction and Purpose of Performance Standards

These Performance Standards and any Appendices thereto, are provided pursuant to Article 6 of the Long-Term Lease and Concession Agreement for the University of Idaho Utility System (as modified, amended or restated, the “Concession Agreement”) to which they are attached. The Performance Standards and Appendices are incorporated and made part of the obligations under the Concession Agreement.

The Utility System is comprised of 8 individual Utilities, specifically the: (i) the portion of the Utility System that generates, distributes and returns chilled water (the “Chilled Water System”); (ii) the portion of the Utility System that generates, distributes and returns steam, hot water, and condensate, which as of the date hereof is subject to Air Quality Tier I Operating Permit T-1-2017.0048 (the “Steam and Condensate System”); (iii) the portion of the Utility System that produces (to the extent applicable) and distributes electricity (the “Electric System”); (iv) the portion of the Utility System that distributes domestic water (the “Domestic Water System”); (v) the portion of the Utility System that produces and distributes compressed air (the “Compressed Air System”); (vi) the portion of the Utility System that removes storm water (the “Storm Water System”); (vii) the portion of the Utility System that collects sanitary sewage (the “Sanitary Sewer System”) and (viii) the portion of the Utility System that processes and delivers reclaimed, non-potable water to the campus as irrigation water, which as of the date hereof operates under the Idaho Department of Environmental Water Quality: Permit No.: WRU M-028-3 Formerly LA-000028-03 (the “Reclaimed Water System”). The purpose of the Performance Standards is to: (A) provide the minimum general requirements for the operations and maintenance of the University’s Utility System and provide standards governing Utility System Operations as required by the Concession Agreement, but are not inclusive of all of the Concessionaire’s responsibilities; (B) aid in the development of an Operations Plan (as defined herein) to be developed annually by the Concessionaire for the Utility System; (C) incentivize the Concessionaire to minimize the time during which the Utility System experiences outages and (D) ensure that the Utility System is operated and maintained in accordance with Prudent Industry Practices.

Terms used and not otherwise defined in these Performance Standards shall have the meanings ascribed to them in the Concession Agreement (and any other schedules attached thereto). Any approvals or consent required under these Performance Standards shall be governed by the procedure outlined in Section 1.15 of the Concession Agreement. Unless otherwise stated herein or in the Concession Agreement, any modification or change to the requirements set forth in these Performance Standards or Appendices thereto, shall be governed by Section 6.3 of the Concession Agreement. Any references to a governmental entity, industry standard organization or University department shall include any successor to such entity, organization or department. Any references to “degrees” shall, unless otherwise specified herein, mean “degrees Fahrenheit.” To the extent that any term or provision specified herein conflicts with any term or provision of the Concession Agreement, the Concession Agreement shall govern.

The Concessionaire shall perform all duties and tasks and all other responsibilities required by these Performance Standards in conformance with Prudent Industry Practices, and the



Concessionaire shall keep the Utility System in good condition and repair throughout the Term of the Concession Agreement. If the Concessionaire fails to meet these Performance Standards, it shall be subject to the procedures in the Concession Agreement for addressing such failures.

If deficiencies or situations affecting minimum standards for performance develop during the Term that are not specifically noted herein, it is the Concessionaire's responsibility to correct the deficiencies and manage such situations such that the Utility System will be maintained in the condition required by these Performance Standards.

## Part II - PERFORMANCE STANDARDS – GENERAL OPERATIONS

### 1) General

- a) The Concessionaire shall propose a plan with respect to the Utility System in accordance with these Performance Standards and the Concession Agreement (the “Operations Plan”). The Operations Plan shall include and satisfy at a minimum, all requirements and all components of the Performance Standards and Prudent Industry Practices and shall include, in addition to the specific requirements set forth herein, the following: (1) the plan for the operation, repair, maintenance and replacement of the Utility Facilities and Utility System Assets; (2) any proposed or expected changes to the environmental permitting requirements or classifications of any portion of the Utility System for the upcoming 5 years, of which the Concessionaire has knowledge, (3) any proposed or expected requirements related to regulatory changes affecting the Utility System, of which the Concessionaire has knowledge; (4) the 1 year short term list of goals and expectations for the Utility System operations and 5 year list of strategic goals therefor as described in Section 1(d); (5) a detailed staffing plan, as described in Section 9(b); (6) the Building Emergency Action Plan; (7) the Continuity Management Plan; (8) a maintenance management program, as described in Section 1(e); (9) operations and maintenance manuals for all Utility Facilities; and (10) the Operator’s standard hourly and fixed rates for performing services for the University and its Representatives that are not part of Utility System Operations, which shall be reasonable and consistent with the University’s past practice, taking into account changes in the cost of supplies, materials and labor (the “**Concessionaire Charge Rates**”). The Concessionaire shall submit such Operations Plan to the University for its review within 180 days after Closing and as further required herein. The University will review the Operations Plan and where appropriate, will provide comments for Concessionaire’s consideration. The Concessionaire shall perform all components of the Operations Plan. The Operations Plan shall cover each Fiscal Year. The Operations Plan must include an appropriate 5-year cyclical maintenance and repair program/plan to provide a safe and satisfactory level of service and to maximize Utility System service life in accordance with these Performance Standards. To the extent that any term or provision of the Operations Plan conflicts with any term or provision of these Performance Standards, the Performance Standards shall govern.
- b) All operations, repairs, replacement and maintenance activities shall be carried out in a good and workmanlike manner so as to ensure continuous safety for users of the Utility System and to sustain the value of the Utility System as an asset. Condition assessments and inspections shall follow Prudent Industry Practices and recognized national standards as set forth herein. If the University elects, at its sole cost and expense, to perform, or cause to be performed by a qualified engineering firm, any such assessment or inspection, then the Concessionaire covenants to address any failures to operate, repair or maintain the Utility System in accordance with these Performance Standards and the Concession Agreement, noted therein as promptly as reasonably practicable, and the Concessionaire shall

reasonably cooperate with the University and any qualified engineering firm engaged by the University.

- c) Other than as set forth in Section 1(a) with respect to the first Operations Plan, the Concessionaire must update and submit its Operations Plan for the upcoming Fiscal Year to the University no later than 120 days prior to the beginning of each Fiscal Year. The University will review and if necessary, comment on the Operations Plan. The Concessionaire shall submit an updated Operations Plan for the start of each Fiscal Year, which may be based on the prior Fiscal Year's Operations Plan. If the Concessionaire fails in its obligation to submit an Operations Plan by the commencement of such Fiscal Year, the Operations Plan for the preceding Fiscal Year shall remain in place until an updated Operations Plan is submitted, provided that such updated Operations Plan shall remain subject to the University's right to review and comment as set forth above. Notwithstanding the above, any proposals subject to University Approval as part of the Concessionaire's Five Year Plan, must comply with Articles 4 and 7 of the Concession Agreement.
- d) The Operations Plan shall specify how the Concessionaire has considered, trained, addressed, and planned for all operational, repair, maintenance and replacement activities in connection with the Utility System and has established protocols, procedures, responsibilities, and minimum requirements to operate, repair, maintain and replace the Utility System in accordance with these Performance Standards and the Concession Agreement and Prudent Industry Practices. If the University provides comments on the Operations Plan that are necessary for such Operations Plan to comply with the Concession Agreement and these Performance Standards, then the Concessionaire shall implement such comments or provide some reasonable alternative that addresses the failure to comply with the Concession Agreement or the Performance Standards. The Concessionaire shall provide a list of goals for the Fiscal Year as part of the Operations Plan to indicate focus areas aligned with the above. The Operations Plan shall also include the Concessionaire's standard operating procedures for each Utility Facility in connection with its operation of the Utility System.
- e) As part of the Operations Plan, the Concessionaire shall include a maintenance management program for the Utility System. The maintenance management program shall, at a minimum, meet Prudent Industry Practices and shall include procedures and records for asset management that include critical equipment capacity identification/documentation, inspection and testing plans, PM and PdM (each as defined herein), maintenance workflow including work prioritization based on equipment criticality, planned outages, continuous improvement teams, and records management. Generally, the asset management program will be implemented in the FAMIS system for the Utility System or utilize a maintenance management system of its own choosing if the cost of such system is Approved by the University as part of the Five-Year Plan. The Concessionaire shall indicate any major changes to the maintenance workflow in the prior Fiscal Year as well

as planned improvements and/or changes aligned with provided goals in the Operations Plan.

- f) The Concessionaire shall maintain records related to its maintenance and operation of the Utility System in accordance with Section 3.12 of the Concession Agreement. The records regarding maintenance of the Utility System required to be retained by the Concessionaire shall include the following:
- i. Status of Utility System Assets with disposition of breakdowns, deteriorating conditions, failure to start, significant decrease in capacity or performance (> 5%);
  - ii. Total maintenance spend for the Fiscal Year for the repair costs and labor hours for each individual Utility and the individual work orders associated therewith;
  - iii. Usage of each Supply by commodity and Supply spend corresponding to each commodity, reported monthly compared to the expected usage and spend for the current Fiscal Year in the current Five-Year Plan and including a reasonably detailed explanation for any variation therefrom;
  - iv. Any changes to the Utility System or Utility System Operations required or made due to environmental and regulatory changes required by Law or applicable Governmental Agency;
  - v. One, three and six-year projection of life expectancies of equipment that would be considered Capital Improvements based upon maintenance performed and manufacturer's recommendations;
  - vi. State of Idaho Certificate(s) and risk management for boilers;
  - vii. Annual building inspections required by the Division of Building Safety and State of Idaho Division of Administration.
  - viii. Annual inspections required by the University Environmental Health and Safety Department or its successor department ("EHS") and documentation evidencing compliance with all applicable health and safety regulations; and
  - ix. The Preventive Maintenance (as defined herein) data specified in Section II 1(k) of these Performance Standards.
- g) The Concessionaire shall include in its Operations Plan a proposed plan for its expenditures to extend the useful life of any and all components of the Utility System, including planned replacements or any additions thereto. The proposed plan shall include any major system or specific equipment improvements planned for the next Fiscal Year, as well as indicate changes to existing environmental permitting requirements that may be needed to implement the improvements.

- h) Currently, maintenance activities are managed through FAMIS (by Asset Works). The Concessionaire shall either continue to use the FAMIS system for the Utility System and for any requests made pursuant to Section II 1(k) of these Performance Standards by the University or utilize a maintenance management system of its own choosing if the cost of such system is Approved by the University as part of the Five-Year Plan (a “CMMS”). To the extent requested by the University, the Concessionaire will provide a list of system components for prioritized funding through the Idaho State Permanent Building Fund.
- i) Maintenance Workflow
- i. The Concessionaire shall use the existing, or propose a new (depending on availability of University and Concessionaire resources), maintenance workflow process to identify, prioritize, approve, execute, and document completion for all work. The maintenance workflow process shall align with the process for the Five-Year Plan.
  - ii. The Concessionaire shall maintain an asset list with documented criticality in the CMMS.
  - iii. The Concessionaire shall train all personnel on utilization of the maintenance workflow described herein including work order generation, backlog reviews, work prioritization, outage management, schedule development, and work completion. The following defines the type of work orders:
    1. “Corrective Maintenance” is defined as the specific maintenance actions performed on Utility System Assets or Utility Facilities (or a portion thereof), in the event that a Utility System Asset’s or a Utility Facility’s current condition is below the required standards as identified by a Preventive Maintenance, Predictive Maintenance (as defined herein), or technician observation. The Concessionaire shall provide the Corrective Maintenance necessary to maintain the Utility System in good condition and repair and otherwise in accordance with Prudent Industry Practices.
    2. “Emergency Maintenance” is defined as the maintenance necessary to restore operation to equipment, systems, or components in the Utility System that have failed to operate as required.
  - iv. The Concessionaire shall perform all Emergency Maintenance as promptly as possible within time limits agreed to by the Parties and if applicable, adhere to the Unplanned Outage (as defined herein) requirements set forth herein.
  - v. The Concessionaire shall develop or maintain Preventive Maintenance and Predictive Maintenance plans based on equipment criticality, in

accordance with Prudent Industry Practices, including applicable operations and maintenance best practices industry manuals and shall include those plans in the Operations Plan.

1. “Preventive Maintenance” or “PM” is defined as maintenance and/or inspections on a Utility System Asset or a Utility Facility or a portion thereof based on a pre-determined schedule or run time to reduce the probability of failure. A Corrective Maintenance work order shall be written to address any findings from a Preventive Maintenance task.
  2. “Predictive Maintenance” or “PdM” is defined as the tests performed on a Utility System Asset or a Utility Facility or a portion thereof to determine current condition and remaining life to reduce the probability of failure. A Corrective Maintenance work order shall be written to address any findings from a Predictive Maintenance task.
- vi. The Concessionaire shall perform PM and PdM in accordance with the plans included in the Operations Plan. The Concessionaire shall keep records and track PM and PdM completion against planned schedules. The Concessionaire shall develop a process for the Concessionaire to internally approve any delay of any PM and PdM plans for a Fiscal Year as soon as reasonably practicable after execution of the Concession Agreement and shall include a plan to address operational risks. The process for approving any such delay, the approval of any such delay and the results of each such test shall be recorded in accordance with the Record Retention Policy. The Concessionaire shall promptly provide the University with Notice of any critical equipment PM and PdM plans that are incomplete in accordance with the terms of such plans.
- j) In order to properly assist the University in the comprehensive planning for, efficient management of, effective repair of, and controlled access to, the public ways on the University Campus and to lessen the public inconvenience of uncoordinated work in the Public Way while promoting the general public health, safety, and welfare, the Concessionaire shall adhere to any University or municipality policies, including the Safety, Health and Environmental Policies attached as Appendix U (collectively, the “EHS Policies”), provided that, with respect to other University policies, the University has provided the Concessionaire with written notice thereof.
- k) Upon request of the University, the Concessionaire shall perform such services for which the Concessionaire has a Concessionaire Charge Rate as requested by the University that are outside of the Utility Services and the Utility System Operations, in which case the University shall pay to the Concessionaire the cost therefor by payment of the applicable Concessionaire Charge Rate within 30 Days after receipt of an invoice therefor.



- 1) The Concessionaire shall cause the Utility System to consume Supplies in a manner consistent with the Approved Five-Year Plan, and the University may direct the Concessionaire to consume Supplies in a particular manner upon Notice to the Concessionaire provided that if such direction (i) is materially inconsistent with the Approved Five-Year Plan, (ii) materially and adversely affects Utility System Operations (including the Concessionaire's ability to comply with Prudent Industry Practices or its other obligations under the Concession Agreement) or (iii) causes the Concessionaire to incur materially more Capped O&M Costs, which could not be reasonably avoided, then such direction shall be considered a University Directive if the Concessionaire provides the University with notice as soon as reasonably practicable after receipt of the University's direction.

2) **Exterior Appearance of Utility Facilities**

- a) The Concessionaire shall maintain the exterior appearance of Utility Facilities in accordance with the University's design standards applicable to the University of Idaho, provided in Appendix F, as may be updated from time to time (the "Design Standards"). Changes to the exterior appearances of Utility Facilities, including but not limited to the color and lighting of such Utility Facilities and any signage thereon, shall require prior Approval of the University.

3) **Utility Marking, GIS Mapping and Asset Management**

- a) The Concessionaire shall provide utility marking of the Utility System in accordance with applicable Law and Prudent Industry Practices. The utility marking process shall include:
  - i. Support design activities during project planning and development;
  - ii. Provide pre-excavation marking for all construction and maintenance projects with 48-hours of notification;
  - iii. Provide line locating and elevation during installation of new equipment; and
  - iv. Contact "Idaho Dig Line (811)" for marking of buried Utility System distribution assets before commencing digging activity.
- b) The Concessionaire shall provide mapping updates to reflect modifications to the existing Geographic Information System ("GIS") for the Utility System including mapping of all Utility System Assets that are abandoned and not removed during the Term. Such information and updates shall be provided in a format and include details as requested by the University.
  - i. The Concessionaire shall reasonably cooperate with the University in connection with the GIS, which contains information regarding both Utility Facilities as well as other facilities which are not part of the Utility

System, in connection with any changes, updates or modifications to the Utility System.

- c) The Concessionaire shall be responsible for providing updates for the GIS to the University in a timely manner to accurately depict the state of the existing Utility System. Within 10 Business Days after any change to the state of the existing Utility System, the Concessionaire shall provide to the University the information necessary for the University to update the GIS for the Utility System due to any material change including addition, modification, repair, or abandonment of any portion of the Utility System. For purposes of providing updates for changes to the Utility System due to construction activities, a 'change' shall be deemed to occur when the improvement being constructed is deemed 'substantially complete' and or becomes actively employed in delivering Utility Services.
  - d) The Concessionaire shall provide regular mapping update information to the University's team for the Utility System GIS (as designated by the University to the Concessionaire), to include surface feature updates and repairs and non-material changes, every 6 months.
- 4) **Health and Safety**
- a) The Concessionaire shall develop and adhere to safety and security standards in performing Utility System Operations which standards, at a minimum, meet Prudent Industry Practices, applicable Law and EHS Policies. The Concessionaire shall develop and document policies and procedures to ensure the security and safety of the Utility System that, at a minimum, shall be consistent with Prudent Industry Practices and current emergency management policies or procedures provided in Appendix C (the "**Facilities Emergency Management Plan**") (See also Part II, Section 5(a)). Such policies and procedures shall be included or referenced in the Operations Plan.
    - i. In addition, the electrical safety program shall be in compliance with all applicable Laws, including standards established by the United States Occupational Safety and Health Administration ("OSHA") as well as the National Fire Protection Association ("NFPA") (NFPA 70E), including applicable training and qualifications programs.
  - b) The Concessionaire shall maintain the security of the Tunnels in compliance with the requirements listed in Appendix V and shall comply with the confined space access protocols included as part of Appendix V. In addition, the Concessionaire shall coordinate with the University's Department of Public Safety and local law enforcement, as appropriate. Where Tunnel access occurs through a University building, management of security must be coordinated with the University by calling the Facilities Maintenance Front Desk number which is currently (208)885-6246 and this may be updated by notice from the University to the Concessionaire (the "University Front Desk Number") and reasonably coordinating with the University following such phone call.

- c) The Concessionaire shall secure the industrial control systems within the Utility System in accordance with Prudent Industry Practices and University policy then in effect.
- d) The Concessionaire shall promptly notify the University's Department of Public Safety and local law enforcement upon learning of suspected or alleged criminal activity concerning the Utility System.
- e) The Concessionaire shall abide by all regulations of the University's Department of Public Safety.
- f) The University's Department of Public Safety and EHS shall have access at all times (24 hours a day, 7 days a week) to all plants, buildings and any other Utility Facilities on the University Campus which are required to be maintained by the Concessionaire.
- g) The Concessionaire shall be responsible for ensuring that safety security alarms, including fire alarms which are part of the Utility System, are directly tied to the life and safety systems of the University.
- h) Except as otherwise provided in Concession Agreement, Concessionaire shall ensure that any and all cameras installed by Concessionaire in Utility Facilities shall provide a direct feed to the University's security office, use the University's network and meet the University's specifications for video surveillance as described in Appendix A.
- i) The University of Idaho facilities are under the jurisdiction of the State Fire Marshall. Therefore, all Utility Facilities on the University Campus shall be subject to inspection by the State Fire Marshall, Environmental Health and Safety personnel, University Fire Protection personnel and the Department of Public Safety.
- j) The Concessionaire shall adhere to any and all applicable policies, practices and procedures set forth by the University, including the EHS Policies.
- k) As part of the Concessionaire's obligation to comply with all Laws, the Concessionaire shall comply with all OSHA requirements including but not limited to, documented safety training programs and injury reporting and logs.
- l) The Concessionaire and the Operator are required to maintain commercial and appropriate drug testing in accordance with all applicable Laws, including the requirements of the US Department of Transportation.

5) **Emergency Response and Unplanned Outages**

- a) The Concessionaire shall follow the current Facilities Emergency Management Plan in the event of an Emergency or other event described therein.

- b) The Concessionaire shall provide personnel to support all procedures and activities required by the University during an Emergency and or failure of the Utility System or any portion thereof which failure had not previously been approved by the University (each, an “Unplanned Outage”), as described in more detail for each Utility as set forth in Parts III through XI hereof, in order to provide the required Utility Services.
- c) During an Unplanned Outage, the Concessionaire shall work cooperatively with the University until Utility Services are restored. During any Unplanned Outage, the Concessionaire shall follow all communication procedures for an Emergency and all applicable Emergency response plans provided by the University, including working with a representative contact designated by the Assistant Vice President for Facilities (the “Communications Contact”). The Concessionaire shall provide status updates as soon as possible after any Emergency or Unplanned Outage to the Facilities Maintenance Front Desk to any designated University contacts using the communication medium designated by the University.
- d) The Concessionaire shall adhere to the procedures and requirements for an Unplanned Outage set forth in these Performance Standards for each individual component of the Utility System.
- e) The Concessionaire shall designate a representative to participate in the University’s Critical Incident Management Team (the “CIMT”), which representative shall:
  - i. Attend meetings at the reasonable request of the University;
  - ii. Obtain training required by the University; and
  - iii. Assist in coordination with the University to respond during Emergencies.
- f) The Concessionaire shall adhere to the following priority list for restoration of the Utility System following an Unplanned Outage, whereby the Concessionaire shall cause buildings that contain in whole or in part the following functions to be tended to in this order of priority: (1) central public works utilities, (2) health, life and safety, (3) process cooling and heating loads, (4) laboratory, (5) research, (6) agricultural buildings, (7) administrative and (8) out buildings serving cold storage. The foregoing priority list may be updated by the University at any time upon written notice to the Concessionaire. Any such update shall not be considered a modification to these Performance Standards subject to Section 6.3 of the Concession Agreement.
- g) During any Unplanned Outage, the Concessionaire shall send prompt updates to the CIMT and the designated Communications Contact, if activated, in addition to the procedures and requirements for an Unplanned Outage set forth in these Performance Standards for each individual component of the Utility System.

- h) At least 48 hours before (i) any visit by a head of state or political dignitary, (ii) any significant political event, (iii) any home football game, (iv) move-in week for fall semester on the University Campus, (v) finals week for fall semester and spring semester for the University Campus (the exact dates of which shall be available on the University's website), (vi) graduation ceremonies or (vii) any other event which the University provides advance written notice of to the Concessionaire (each, a "Major Event"), the Concessionaire shall:
- i. Prepare a response plan for an Unplanned Outage, in accordance with the University's then-existing mechanical and Electric System access and response practices and the Facilities Emergency Management Plan and promptly implement such plan as necessary; and
  - ii. Provide a subject matter expert as a resource to the University's Strategic Communications Department and the CIMT before and during such Major Event.
- i) If Concessionaire is not provided with advance notice of a Major Event sufficient to comply with the deadline set forth in Section 5(h), above, Concessionaire shall provide the listed information as soon as practicable following notification of any Major Event. If a Major Event recurs during a Fiscal Year, e.g., home football games, then the Concessionaire's responsibility shall be to provide such response plans and the subject matter expert for those Major Events, as a group, and the Concessionaire shall not be responsible for submitting separate information for each such Major Event within that group, unless the University so requests.
- j) In the event an Unplanned Outage impacts the University Campus, the Concessionaire shall, at the University's request, provide a subject matter expert as a resource to the University's Strategic Communications Department for the duration of the need arising from the Unplanned Outage.
- k) Promptly following any Unplanned Outage, and in any event within 15 Business Days thereafter, the Concessionaire shall provide to the University a report on such Unplanned Outage, which shall include a reasonably detailed summary of the Unplanned Outage, including the apparent cause, and the corrective actions taken with respect thereto. As soon as reasonably practical thereafter, but in any event within 60 Days after the Unplanned Outage, the Concessionaire shall provide the University with a root cause analysis of the Unplanned Outage and any recommended changes in operations or Capital Improvements that the Concessionaire recommends to prevent future, similar Unplanned Outages.
- l) The Concessionaire shall notify the Facilities Maintenance Front Desk as soon as reasonably practicable by calling the University Front Desk Number in the event of an Unplanned Outage.

6) **Procedures for Planned Outages**

- a) The Concessionaire shall develop and follow plans and procedures for communicating a planned outage of the Utility System (a “Planned Outage”) in a form and manner reasonably acceptable to the University. Failure to adhere to such requirements shall cause any outage of any part of the Utility System to be deemed an Unplanned Outage. In addition to the requirements set forth above, the Concessionaire shall provide notice of such Planned Outage at least 10 Business Days before the Planned Outage.
- b) Prior to a Planned Outage, the Concessionaire shall consult with the University to determine when temporary utility sources (such as electrical generators, boilers or chillers) are necessary to maintain building operations, and the Concessionaire shall provide such temporary utility sources as agreed with the University.
- c) The Concessionaire shall coordinate the restoration of Utility Services following a Planned Outage with the University.

7) **Design Standards**

- a) The Concessionaire shall follow the Design Standards for all portions of the Utility System, unless (i) otherwise provided for herein, (ii) the Utility System does not, as of the Closing Date, comply with the Design Standards and then only with respect to such non-compliance or (iii) Approved by the University, provided that the University shall be reasonable in granting its Approval to a deviation from the Design Standards that is consistent with other deviations to the Design Standards then-existing with respect to the Utility System. The Concessionaire shall develop and document design standards for the Utility System or deviations from the existing Design Standards and shall submit them for Approval to the University within 1 Year after the Closing Date. The University shall review such proposal and respond, either approving or disapproving such submission within 60 Days after receipt thereof. If the University so disapproves, it shall provide a reasonably detailed explanation as to the reasons therefor, and the Concessionaire shall resubmit a revised submission addressing such reasons. Once such submission (or re-submission) is Approved by the University, it shall be included in the Design Standards and apply to the Utility System. Future changes to those Design Standards for the Utility System shall be Approved by the University before adoption.
- b) The University retains the right to modify or update the Design Standards or (to the extent that such Design Standards relate to the Utility System) direct the Concessionaire to do so, which modification or update shall be deemed a modification of these Performance Standards under Section 6.3(a) of the Concession Agreement. The Concessionaire shall participate in and provide input on periodic updates to the Design Standards and shall provide proposed changes if requested by the University.



8) **Material and Equipment Management**

- a) The Concessionaire shall procure all necessary equipment and materials to properly operate the Utility System. Such equipment and material shall be appropriate for its use and, at a minimum, meet Prudent Industry Practices.
- b) The Concessionaire shall include in its Operations Plan its plan for materials management; which shall include:
  - i. A process for procuring materials for the operation of the Utility System;
  - ii. A process for maintaining adequate inventory levels to account for Planned Outages and Unplanned Outages;
  - iii. A plan for maintenance of Concessionaire's storage facilities;
  - iv. A method for staging materials; and
  - v. Minimum levels of certain materials identified as critical by the Concessionaire, below which the Concessionaire shall reorder such materials.
- c) In all events, the Concessionaire shall purchase materials and equipment for use in the Utility System that are:
  - i. Fit and serviceable for the intended purpose and free of defects;
  - ii. UL-listed, if applicable at the time of purchase;
  - iii. Of the type and quality typically used in Comparable Utility Systems.

9) **Personnel, Operations and Reporting**

- a) Whenever the Concessionaire is required to utilize a qualified engineer, such engineer shall be subject to the University's prior Approval. The Concessionaire shall have the right to provide a list of qualified engineers to the University on an annual basis for the University's approval in accordance with Idaho Code. The Concessionaire shall then be permitted to utilize any engineer on such list.
- b) As part of its Operations Plan, the Concessionaire shall provide a high-level staffing plan, which shall include, at a minimum:
  - i. Organizational chart(s);
  - ii. Any changes to shift planning for normal operations;
  - iii. Emergency response staffing and communications contact who is designated to work with the University (the "Concessionaire Communications Contact");

- iv. New position descriptions;
  - v. Screenings / testing, which the Concessionaire shall provide to the University promptly after receipt thereof;
  - vi. High-level training and employee development plan;
  - vii. Employee credentials, licenses and other certifications;
  - viii. Diversity and inclusion;
  - ix. Rates of pay;
  - x. Overtime policies and practices for all employees; and
  - xi. One year and five-year plans for staffing level increases or decreases, including organizational charts indicating the areas of staff addition or reduction.
- c) As part of its Operations Plan, the Concessionaire shall include a plan for providing personnel coverage during an Emergency, for both a short-term and long-term closure of the University. Such plan shall include a list of employees designated as serving in “essential,” “alternate,” or “standby” status during an Emergency, and identify the Concessionaire Communications Contact, for both short-term and long-term closures. The Concessionaire’s Emergency staffing and designations shall conform with then-current University policies for Emergency preparedness and for short-term and long-term closures.
- d) Within 10 days after the end of each month, the Concessionaire shall provide the Utility System operating efficiency metrics as outlined in Appendix G.
- e) Unless information is required earlier for meeting required compliance reporting and the University has provided the Concessionaire with prior notice thereof, within 60 Days after the end of a Fiscal Year, the Concessionaire shall provide information to the University regarding the operations of the Utility System, including:
- i. Supply mix and average cost of each Supply over the past Fiscal Year;
  - ii. The results of the chemical, water treatment, and pre-treatment plans;
  - iii. Environmental and regulatory compliance;
  - iv. The implementation of safety programs;
  - v. The effectiveness of utility data systems and IT network security;
  - vi. Plant operating procedures;

- vii. Peak Utility System loads and percentage of installed capacity; and
- viii. Utility System operating efficiency metrics as outlined in Appendix G.
- f) The Concessionaire shall support project design reviews with the University Architectural and Engineering Services for University Campus projects requiring utility services support and new utility connection planning, design and construction inspections.
- g) The Concessionaire shall plan and execute hot work and energized electrical equipment testing with respect to the Electric System per applicable safety standards including NFPA 70E.
- h) The Concessionaire shall develop and conduct electrical power system studies including load demand, short circuit, electrical coordination, and OSHA arc flash utilizing SKM software (or equivalent) and in compliance with all applicable Institute of Electrical and Electronics Engineers (“IEEE”) standards, which studies shall be conducted on a 5-year cycle with an annual review of deferred maintenance projects. The Concessionaire will maintain University Campus SKM (or equivalent) arc flash modeling, incorporating facility and building studies as they are conducted and made available by the University. The Concessionaire will provide utility point of interconnection fault current data to the University promptly after receipt of written notice from the University.
- i) The Concessionaire shall maintain Pipe-Flo and load models at or above the level existing as of the Closing Date or develop mutually acceptable alternative models for the steam portion of the Steam and Condensate System that is designed for pressures of at least 120 psi and the Chilled Water System.
- j) The Concessionaire shall comply with the Utility Service Connection and Inspection Standards provided in the Design Standards.

**10) Environmental Compliance**

- a) In operating the Utility System, the Concessionaire shall comply with applicable Environmental Laws, all Authorizations related thereto (including all Campus-Wide Permits), EHS Policies, and any and all environmental or sustainability standards, policies or procedures adopted by the University and communicated to the Concessionaire.
- b) The Concessionaire shall instruct its employees and employees of the Operator to conduct all operation, repair, maintenance and replacement work in a manner so as to minimize exposure to Hazardous Substances. The Concessionaire shall notify the University of any planned activity that may disturb building materials containing Hazardous Substances and may require special handling pursuant to applicable Environmental Laws. If advance notice is not practicable, the Concessionaire shall notify the Facilities Maintenance Front Desk as soon as reasonably practicable by calling the University Front Desk Number after

encountering building materials containing Hazardous Substances on or in the vicinity of the Utility System, and shall immediately cease any activity which would disturb or further disturb hazardous building materials until after Concessionaire has notified and consulted with the University regarding proper handling of such material. If the Concessionaire, in the course of its operation, repair, maintenance or replacement activities, creates a hazardous condition by disturbing or otherwise altering building materials containing Hazardous Substances, the Concessionaire shall manage such Hazardous Substances in accordance with all applicable Environmental Laws and in compliance with all University policies and programs including the EHS Policies and the Asbestos Management Program set forth in Appendix D.

- c) If the Concessionaire encounters or disturbs any Hazardous Substances in the course of its operations for which the University has retained liability pursuant to Section 3.2(d) of the Concession Agreement, the Concessionaire shall notify the University in writing and shall also contact the Facilities Maintenance Front Desk and shall work with the University to facilitate any University action deemed necessary to comply with applicable Environmental Laws. In any case, Concessionaire shall take measures to avoid causing, exacerbating, or contributing to any hazardous condition or any Release of a Hazardous Material encountered in the course of its operations. Further, whenever the Concessionaire becomes aware of any Release of any quantity of a Hazardous Substance, the Concessionaire must comply with the notice requirements set forth in Section 8.1(b) of the Concession Agreement.
- d) The Concessionaire shall be responsible for managing and remediating Hazardous Substances Released or encountered in the course of operations of the Utility System, including those in the Storm Water System, in accordance with all applicable Environmental Laws but only to the extent specified in Section 8.1(b) of the Concession Agreement (and, for the avoidance of doubt, to the extent that such liabilities and obligations are not otherwise considered to be excluded from liabilities and obligations of the Concessionaire pursuant to Section 3.2(d) of the Concession Agreement). The Concessionaire shall notify and coordinate with EHS before taking any non-emergency action to address a Release of a Hazardous Substance and shall include the University in any correspondence with regulatory officials regarding the management and remediation of the Hazardous Substances. If the University becomes aware of any Release or presence of Hazardous Substances in the Storm Water System, it shall promptly notify the Concessionaire, and the Concessionaire shall remediate such Hazardous Materials in accordance herewith.
- e) In addition to the obligations set forth in Section 11.13 of the Concession Agreement pertaining to the Campus-Wide Permits, the Concessionaire shall be responsible for coordinating with EHS for the completion of and filing all environmental reports and for environmental recordkeeping and monitoring pertaining to the operation of the Utility System as required by the University or as may be required under applicable Environmental Laws. In connection

therewith, the Concessionaire shall promptly provide a copy of any report or communication submitted to a Governmental Authority by the Concessionaire or the Operator with respect to the Utility System related to Hazardous Substances or Environmental Laws.

- f) As part of its obligations under Section 3.12(a) of the Concession Agreement, the Concessionaire shall provide all necessary related operational and environmental data to the University for inclusion in campus-wide regulatory environmental reports and required records.
- g) The Concessionaire shall coordinate with the University, including EHS, regarding the development and implementation of the following plans/programs as required by applicable Environmental Laws:
  - i. Spill Prevention Control, and Countermeasure Plan (“SPCC Plan”);
  - ii. Storm water management plan which complies with applicable National Pollutant Discharge Elimination System rules and University requirements, including the University’s Municipal Separate Storm Sewer System (MS4) permit;
  - iii. Petroleum storage and tank management program including inspections; and
  - iv. Refrigerant leak monitoring, reporting, and corrective action.
- h) The Concessionaire must certify annual compliance to the University by certifying at least to the following on September 30 of each year:
  - i. Certified recovery or recycling machines are used prior to disposal of appliances, except for MVACs and MVAC-like appliances. Certifications of machines are maintained on-site and available for review.
  - ii. Certified recovery or recycling machines are used when maintaining, servicing, or repairing appliances, except for MVACs. Certifications of machines are maintained on-site for review.
  - iii. Certified technicians verify that the applicable level of evacuation has been reached prior to opening.
  - iv. Records are maintained on-site for review showing compliance with the less than 15 or 35 percent loss of refrigerant within a 12-month period for appliances containing more than 50 pounds of refrigerant.
  - v. Certification of training for technicians is maintained on-site for review.
  - vi. Technician certification is provided to the wholesaler when purchasing Class I or Class II refrigerants.

- vii. Service records are kept for appliances containing more than 50 pounds of refrigerant and are maintained on-site for review.
  - viii. All records shall be maintained at the refrigeration shop and accessible for inspection by the University and Idaho Department of Environmental Quality or its successor agency (“Idaho DEQ”).
- i) Hazardous Substances
- i. The Concessionaire shall not be allowed to use, dispose, treat or store any Hazardous Substances, other than those used in its ordinary course of operations, without written consent by the University.
  - ii. The Concessionaire shall manage all wastes resulting from its operations in accordance with EHS Policies and applicable Environmental Laws. All applications, certifications and notifications required for the generation, storage and disposal of Hazardous Substances shall be provided to the University at least 10 Business Days in advance of their submission, and the Concessionaire shall, in good faith, discuss with the University any proposed changes thereto.
- j) Wastewater
- i. Industrial discharge from operation of the Utility System shall meet the requirements of all Laws, including Environmental Laws and any directives provided by Governmental Authorities.
  - ii. Wastewater discharge permits and wastewater discharge operating requirements shall be coordinated with the University, and are the responsibility of the Concessionaire.
  - iii. Preapproval from the applicable Governmental Agency for any discharges from the Sanitary Sewer System to the applicable municipal sewer system shall be the responsibility of the Concessionaire.
- k) The Concessionaire shall be responsible for evaluation, recycling and/or disposing of waste generated in the course of Utility System Operations, in compliance with applicable Environmental Laws and in alignment with University policies. The Concessionaire shall collaborate in good faith with EHS in determining the foregoing.
- l) Environmental Emergency
- i. In the event that the Concessionaire has become aware of a Release of Hazardous Substances into the environment due to Utility System Operations, the Concessionaire shall immediately notify the University and the appropriate Governmental Authority in accordance with applicable Laws and applicable University policy.



- ii. The Concessionaire shall also take immediate steps to remediate any release of Hazardous Substances and to minimize further Release of Hazardous Substances into the environment.
- m) Construction in Flood Plain. Concessionaire shall be responsible for obtaining (on its own behalf or on behalf of the University, as applicable) any required Flood Plain Permits from the US Army Corps of Engineers and Idaho DEQ via the Joint Application process for the Utility System (including any Capital Improvements or Material Changes) and the Utility Facilities, and shall adhere to all requirements from permits issued by those authorities. The Concessionaire shall reasonably cooperate with the University for obtaining any required Flood Plain Permits from the US Army Corps of Engineers and Idaho DEQ via the Joint Application process for property outside of the Utility System and the Utility Facilities (or involving a combination of property within and outside the Utility System and the Utility Facilities).
- n) Chemical Inventory. The Concessionaire shall be responsible for complying with the Resources Conservation and Recovery Act (RCRA) and the Emergency Planning and Community Right-to-Know Act (EPCRA) with respect to the Utility System Operations and the Utility System including all relevant chemical inventories and reporting requirements. Furthermore, the Concessionaire shall comply with the University's Hazard Communication Program attached hereto as part of the Safety Health and Environment Policy in Appendix U.
- o) Permits to Construct. If the Concessionaire undertakes any work that requires a permit to construct application to the Idaho DEQ and/or the State Department of Health, it shall provide the University all required materials to be submitted with respect thereto, including any application fees (the cost of which are Capped O&M Costs), and the University shall have the right to review and Approve or disapprove such application within 10 Business Days. If Approved, the University shall submit such application.
- p) If in connection with any Authorizations, including the Campus-Wide Permits, any fees or charges are incurred with respect to the Utility System or the Utility System Operations, the Concessionaire shall pay such amounts to the University within 10 Business Days after request, and the cost thereof may be considered a Capped O&M Cost. With respect to the Title V Permit, the Concessionaire shall pay the annual emission inventory fees as calculated by the EHS and Idaho DEQ officials. The Concessionaire shall provide the responsible official from the University with all information pertaining to the annual emissions inventory. Notwithstanding the foregoing, to the extent that any fee, charge, penalty or other amount is payable in connection with any Authorization due to a failure to comply with a specified limit or other condition of such Authorization, the Concessionaire shall only be liable to pay a portion of such amount to the extent that its actions contributed to such failure.

- q) Underground Storage Tanks. Neither the Concessionaire nor the Operator will install any underground storage tanks on the Utility System Land or anywhere on the University Campus
- r) Aboveground Storage Tanks. Neither the Concessionaire nor the Operator will install any aboveground storage tanks on the Utility System Land or anywhere on the University Campus without the approval of the university's Department of Environmental Health and Safety

#### 11) **Utility Office Functions**

The Concessionaire shall establish an office of the Utility System (the "Utility Office"), which shall be staffed by the Utility System Operator personnel and shall have a head of the Utility Office which shall serve as the lead of the Utility Office. The Utility Office is the primary point of contact for the University regarding information on the Utility System and Utility System Operations, including Planned Outages, Unplanned Outages, general campus information and event-specific information related to the Utility Facilities and Utility Services.

#### 12) **Interagency Cooperation and Coordination**

- a) The Concessionaire is required to cooperate with any and all local, state and federal governmental, regulatory and law enforcement agencies. As part of such cooperation, the Concessionaire shall expect, and reasonably accommodate, planned and unplanned inspections by Idaho Department of Building Safety, Idaho DEQ, Idaho State Fire Marshal and EHS.
- b) The Concessionaire's required cooperation may include, but not be limited to:
  - i. Providing access to the Utility Facilities;
  - ii. Closing Utility Facilities for public safety purposes;
  - iii. Disconnecting Utility Services or a portion thereof due to an Emergency or law enforcement situation;
  - iv. Providing access to information contained in any surveillance system;
  - v. Attending planning and operational meetings;
  - vi. Providing a representative in the CIMT in the event of a large-scale or critical situation that involves any aspect of the Utility Facilities or the Concessionaire's responsibilities; or
  - vii. Any other action that is deemed necessary to ensure public safety.

13) **University Department Office Cooperation**

- a) The Concessionaire will work collaboratively with departments, offices or other entities of the University for efficient, safe and effective Utility System Operations pursuant to the Concession Agreement and these Performance Standards or as may reasonably requested from time to time by the University.
- b) The Concessionaire's involvement with these departments as it relates to the Utility System may include, but not be limited to:
  - i. Participation in appropriate campus planning meetings including working with the University to coordinate responses to media or other inquiries;
  - ii. Coordination of information and logistical activities to ensure customer utility needs are met;
  - iii. Coordination between Concessionaire construction projects and other construction activities being conducted by the University;
  - iv. Participation on work teams to plan impacts under numerous scenarios related to planned and unplanned events;
  - v. Campus Emergency coordination;
  - vi. On- and off-campus construction; and
  - vii. Working with University stakeholders to execute plans.

14) **Public Relations and Media Interactions**

- a) The Concessionaire shall have procedures in place for working with the University and also for interacting with the University community, to the extent requested by the University. All communications about the Utility System directed to the University Campus constituents, or other University stakeholders must be coordinated with and Approved by the University. The Concessionaire shall work with the designated University Communications Contact.
- b) The Concessionaire shall work with the University administration to engage the University community and media before, during and after any material event impacting or involving the Utility System or Utility Service, which plan shall be implemented following Approval by the University.
- c) The Concessionaire may be contacted by members of the University community and media regarding information pertaining to the Utility System or Utility Service, and the Concessionaire shall, at the University's option, either provide a referral to the appropriate entity (which may include a designated University representative) or a knowledgeable individual to respond directly to the

University community and media. The University reserves the right to take any and all action necessary to ensure effective communication.

#### 15) **Vehicle Use and Operation**

The Concessionaire will be permitted to utilize service vehicles to facilitate the operations of the Utility System. The Concessionaire shall cause all of the operators of those vehicles to be trained in accordance with the Commercial Drivers Training Program attached hereto as Appendix AA. In addition, because the Concessionaire's service vehicles will also represent the image and character of the University, the following guidelines must be followed for the use of service vehicles:

- a) The Concessionaire must ensure such service vehicles are in good operating condition and must maintain a sufficient inventory of service vehicles to meet the obligations of the Concessionaire at all times.
- b) The Concessionaire shall be responsible for ensuring the safe operation of all service vehicles.
- c) Insurance must be secured and maintained in accordance with the Concession Agreement.
- d) All service vehicles utilized by the Concessionaire must be clean, safe and regularly maintained to ensure safe operation.
- e) The vehicle body must be relatively free from damage. If damage occurs, it must be repaired within a reasonable period of time.
- f) Annual safety inspections must be performed and documented.
- g) All vehicles in use must have a cumulative fleet MPG average which meets applicable Federal fuel-efficiency standards, and must otherwise comply with all Laws and applicable University sustainability standards.
- h) All service vehicles will be clearly identified and bear uniform markings on both sides of the vehicle. These include, but are not limited to:
  - i. Company name; and
  - ii. Vehicle (fleet) number located on the rear of each vehicle.
- i) The Concessionaire shall develop and implement service vehicle user requirements and procedures including, but not limited to, the following:
  - i. Employees must be properly trained on proper and safe use of service vehicles;

- ii. The Concessionaire must provide standards and procedures for screening service vehicle drivers and maintaining driver records;
- iii. Service vehicle operators shall not permit unauthorized passengers to utilize the service vehicles at any time; and
- iv. The Concessionaire shall report all service vehicle accidents on University property to the University within one (1) Business Day following any accident.
- j) Service vehicles are subject to all University parking regulations and procedures.
- k) Service vehicles shall be licensed and authorized to use public roads.

#### 16) **Utility Service Inquiries**

- a) The Concessionaire shall establish and implement a process for recording in the existing CMMS (whether FAMIS or its successor) any University questions and comments about Utility System Operations and Utility Services (“Service Inquiries”). Service Inquiries shall be recorded as they are received. The Concessionaire shall maintain a record of Service Inquiries which shall include:
  - i. Specific Utility Service referred to in each Service Inquiry;
  - ii. Details of the Service Inquiry;
  - iii. A description of actions taken by the Concessionaire in response to the Service Inquiry, including corresponding date of actions taken; and
  - iv. Details of how the Service Inquiry was resolved.
- b) The database of Service Inquiries shall be provided to the University upon request.
- c) The Concessionaire shall respond to all non-outage related Service Inquiries within one (1) Business Day of receipt thereof and shall resolve all Service Inquiries in a timely manner.
- d) The Concessionaire must accept and respond to University Service Inquiries and outage reports on a 24-hour basis.

#### 17) **Emergency Safety Plans**

- a) As part of its Operations Plan, the Concessionaire shall include a Fire Safety Plan, Evacuation Plan and Building Emergency Action Plan (collectively, “Emergency Safety Plans”) for the emergency response for Utility Facilities in the event of an Emergency that permits staff to quickly and safely evacuate each Utility Facility or take other applicable emergency measures to protect life and property. The

Emergency Safety Plans must be in the same format as all other University building emergency action plans and include, in at least one of the Emergency Safety Plans, at a minimum, the following:

- i. Evacuation procedures and roles;
  - ii. Evacuation routes;
  - iii. Shelter-in-place location(s);
  - iv. Emergency communications;
  - v. Training and drill schedules; and
  - vi. Emergency Utility Facility contact.
- b) The Emergency Safety Plans will be created in conjunction with the CM Plan, as defined below. The Emergency Safety Plans shall be submitted to the University for the University's comment, but the University approval is not required. These plans must be evaluated on an annual basis and updated as needed. The Concessionaire shall make personnel and other resources available to conduct fire drills, Emergency drills or Emergency planning required by the University as requested.
- c) The personnel training program shall include training on all Emergency activities and procedures required by Law. Documentation of enrollment and satisfactory completion shall be supplied to the University and updated at least annually.

#### 18) **Continuity Management Plan**

- a) As part of the Operations Plan, the Concessionaire shall include a Continuity Management Plan ("CM Plan") to establish procedures and protocols in relation to continuing or recovering services following an Emergency. This CM Plan must include, at a minimum, the following:
- i. Plan overview, scope, and assumptions document;
  - ii. Response teams with named individuals assigned to each team;
  - iii. An initial call tree;
  - iv. Contact information for key team members, vendors, departments, agencies, and university stakeholders;
  - v. Initial response activities in the following categories: command/leadership, communications, HR/employee care, financials, IT, and assessment;



- vi. A list of all Utility Services, prioritized in order of recovery, with recovery time objectives assigned to each;
- vii. One named individual as the contact in charge of recovery and one as an alternate contact for each service;
- viii. A description of how each service will be continued or recovered in each of the following three scenarios:
  - 1. Unavailability of majority of staff;
  - 2. Unavailability of key applications and/or equipment;
  - 3. Unavailability of the building/Utility Facility;
- ix. List of minimally-required resources for recovery;
- b) This CM Plan will be created in conjunction with the Emergency Safety Plans. The Concessionaire must evaluate the CM Plan on at least an annual basis and update the CM Plan as needed.

19) **Information Technology, Communications and Connectivity**

- a) The Concessionaire shall work with the Division of Information Technology, Information Technology Services (“ITS”) to develop and implement appropriate interconnection protocols and security measures whenever the Concessionaire is connecting to any electronic network, communications system or other electronic media owned, operated or managed by the University or its agents.
- b) The Concessionaire understands that the University network is not certified for life-safety levels of availability that the University network will not be available during planned or unplanned maintenance events and that repairs on peripheral portions of the University network are handled on a commercially reasonable efforts basis.
- c) Prior to connecting to or using the University’s electronic network, communications system or other electronic media, Concessionaire shall submit to the ITS for review, and approval all of Concessionaire’s electronic network security protocols, application security protocols, data storage protocols, access management procedures, and any other information that ITS determines necessary to protect the integrity and security of the University’s electronic systems and communications networks.
- d) Any use of the University’s electronic network, networking equipment, network closets, fiber infrastructure, copper infrastructure or other information systems shall be done with the approval of ITS and in compliance with current ITS policies and standards, attached hereto as Appendix X and Appendix Y.

- e) Concessionaire understands that the University cannot share network equipment (including but not limited to switches, routers and firewalls) nor infrastructure services (including but not limited to DHCP, DNS, IPAM, AAA services and network access control).
- f) Concessionaire hereby designates the following individuals: [\_\_\_\_\_] <sup>1</sup> to respond in a timely fashion to any and all security incidents, including copyright complaints, on connectivity provided through University-provided IP addresses.
- g) The University shall, except as set forth herein, retain responsibility for installing and maintaining the University's fiber network; provided, the Concessionaire shall be responsible for (i) protecting and maintaining such fiber network in accordance with its obligations to maintain the Tunnels set forth in Part II, Section 4(b) and (ii) the Concessionaire shall be responsible for maintaining the portion of the University's fiber network that is exclusive and unique to the Utility System, to which the University hereby grants the Concessionaire a license to access, operate and maintain, and shall have the right to modify or add on to such portion of the University's fiber network with the University's Approval. The Concessionaire may lease fiber(s) or wired communications from the University, subject to agreement by the University, and shall have a non-exclusive right to use portions of the University's fiber network that had been used in Utility System Operations on a non-exclusive basis with other operations of the University prior to the Closing Date. Any costs charged by the University for communications equipment may be included as O&M Costs or Capital Improvement costs pursuant to the terms of the Concession Agreement. The University shall provide such optical fiber and/or wired communications to the Concessionaire at the cost normally charged by ITS to internal University customers, if available, or at the then-current average market rate charged by local providers of materially similar services.
- h) Any networks installed and maintained by Concessionaire as part of the Utility System must be built according to industry best practices including NERC CIP or other then-current standards as Approved by the University.
- i) Subject to the terms of the Concession Agreement and except as caused by the University's negligence or willful misconduct, Concessionaire assumes all risk and agrees to indemnify, defend and hold harmless the University from any and all actions, claims, costs, demands, or suits arising out of or resulting from the Concessionaire's connection to or use of any electronic network, communications system or other electronic media owned, operated or managed by the University or its agents.
- j) Prior to deploying or using any wireless communications within the geographic boundaries of the University, Concessionaire shall submit to ITS for review, approval and acceptance, a detailed description of Concessionaire's proposed

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<sup>1</sup> **NTD:** Concessionaire to provide.

wireless communications technology and any other information that ITS determines necessary. If required by ITS, the Concessionaire will implement all reasonable measures necessary (including abatement) to protect the integrity and security of current wireless communications networks and other equipment operating at the University.

- k) Conditions and requirements for Concessionaire's use for all wired network (IP), dark fiber, cellular data, analog telephone, or 802.11 WiFi communications systems on the University Campus, including service-level agreements, security protocols and operating standards for such use are set forth in Appendix X.

## 20) **Ongoing Utility System Projects – Cogeneration Plant**

Within 180 Days after completion of the cogeneration plant identified as part of the Ongoing Utility System Projects, the University shall have the right to update these Performance Standards to provide reasonable additional requirements for the operation and maintenance of such cogeneration plant and to make reasonable changes to any of the existing requirements to accommodate such cogeneration plant. The Concessionaire shall reasonably cooperate with the University in developing such additional requirements and changes. Upon delivery of such update, the Performance Standards shall be deemed modified, and the University shall not owe the Concessionaire any Concession Compensation in connection therewith. Prior to the update of the Performance Standards described herein, the Concessionaire shall operate the cogeneration plant in accordance with the Concession Agreement and Prudent Industry Practices.

### Part III - PERFORMANCE STANDARDS – CHILLED WATER SYSTEM

#### 1) Temperature Requirements

- a) The Concessionaire shall ensure that the supply temperature of all chilled water being supplied by the portion of the Chilled Water System within the Energy Plant, the South Campus Chiller Plant, and the McClure Hall Space on the University Campus must be between 42 and 46 degrees. The return temperatures must be between 57 and 65 degrees.
- b) The monitoring points to determine compliance with such requirements are set forth on Appendix O.

#### 2) Pressure Requirements

- a) The Concessionaire shall ensure that the water being distributed by the Chilled Water System maintains pressure as required to maintain building chilled water interface valves in a general range between 20% and 90% open for normal operations that allows for flow control (provided that for any building on the University Campus that operates directly from Chilled Water System pressure, building chilled water interface valves may be up to 100% open).
- b) The Concessionaire shall maintain a minimum differential pressure that is measured at the Albertson's building must be maintained at a 14 psi differential (pressure difference between supply and return).
- c) The monitoring points to determine compliance with such requirements are set forth on Appendix O.

#### 3) Line of Demarcation between Concessionaire and University

- a) Except as otherwise described herein, the line of demarcation for the Chilled Water System is depicted in Appendix L-3. Appendix L-3 serves as a representative diagram of the Chilled Water System. See also Appendix K-3 for a map of the Chilled Water System.
  - i. All chilled water plants, to include North Campus Chiller Plant, South Campus Chiller Plant, and McClure Plant, and all distribution up to the campus building envelopes interface control valves, interface meters and interface programmable logic controllers (“PLCs”) shall be considered part of the Chilled Water System; and
  - ii. Any building/secondary pump, building piping, heat exchange equipment and valves downstream of the interface equipment contained within the building envelopes shall not be considered part of the Chilled Water System.

4) **Metering**

- a) The Concessionaire shall maintain, operate and replace Chilled Water meters in accordance with the requirements outlined herein.
  - i. The Concessionaire shall ensure the meters are accurate and calibrated to the manufacturer's recommendations.
- b) As part of the Operations Plan, the Concessionaire shall include a plan to ensure metering accuracy and a metering accountability metric for such meters that are part of the Chilled Water System. For the avoidance of doubt, the Concessionaire shall adhere to all applicable requirements with respect to meters set forth in the Design Standards attached as Appendix F.
- c) The Concessionaire shall acquire, monitor and maintain Utility consumption data within the Utility System using metering software of its choosing, subject to the Approval of such software in the Five-Year Plan by the University. In either case, the Concessionaire shall provide the University access to view and use for billing purposes the real-time meter data at any time.
- d) The Concessionaire shall ensure electronic metering occurs at a minimum of 60 second intervals.
- e) The Concessionaire shall maintain accurate software, monthly meter data, and provide that data to the necessary University servers for use by the University for campus billing.
- f) The Concessionaire shall collaborate with construction teams for new buildings being added to the University Campus to ensure timely installation of all metering and interface equipment at the time of connection. Additionally, appropriate start-up procedures shall be followed and monitored by the Concessionaire to ensure no impact to the Chilled Water System.
- g) Plant production meters
  - i. Production meters for the Chilled Water System must be in service when equipment is operating, functioning properly and reporting to a data system readily accessible by the University.
  - ii. Historical data on plant production meters shall be maintained at a minimum of 1-minute intervals and readily accessible for the University's review.
  - iii. Meters shall be calibrated and maintained in accordance with the manufacturer's recommendations. The schedule for such calibration shall follow the Preventive and Predictive Maintenance Plans.

5) **Efficiency**

- a) The Concessionaire shall operate the Chilled Water System plants in a manner to ensure reliability as well as optimization of energy and conservation of natural resources. The Concessionaire shall use commercially reasonable efforts, consistent with Prudent Industry Practices, to continuously improve the operating efficiency and use of resources including water for the Chilled Water System.

6) **Design Standards**

- a) The Concessionaire shall maintain and keep up to date an accurate Chilled Water System hydraulic model, which may be Pipe-Flo or other similar modeling software, in order to:
  - i. Inform new buildings being connected to the Chilled Water System of the design pressure drop requirements based on system hydraulic models; and
  - ii. Verify and maintain system flow velocities according to design standards.
- b) The Concessionaire shall cause the Chilled Water System to adhere to chilled water pipe velocity limits as set forth in the Design Standards, once Approved by the University in accordance with Part II, Section 7(a) hereof.
- c) The Concessionaire shall follow the Design Standards in Appendix F.

7) **Unplanned Outage**

- a) An Unplanned Outage for the General Chilled Water Portion of the Utility System (as defined in Schedule 15 of the Concession Agreement) shall mean the occurrence of one of the following:
  - i. Chilled water supply temperature exceeds 50 degrees at any building interface supply point for 30 continuous minutes or more or supply pressure at any building interface falls below 20 psi for 30 continuous minutes as measured by the chilled water interface temperature and pressure transmitters identified on Appendix O for Chilled Water System Unplanned Outages as monitoring points, provided that it shall not be an Unplanned Outage if the supply temperature or the pressure is below those levels if the applicable University building's automation system is not requesting chilled water at that time.
  - ii. Chilled water supply is interrupted to a building due to a closed or inoperable distribution valve, leakage, pipe failure, or other system failure on the chilled water distribution system; except in the case where the valve has been closed upon the request of the University.
  - iii. The Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.



- b) An Unplanned Outage for the Chilled Water Tank (Thermal Energy Storage) shall mean the occurrence of one of the following:
    - i. Failure to maintain a thermocline level of at least 30 at a temperature of 46 degrees or below.
    - ii. The Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.
  - c) The Concessionaire shall notify the University by calling the University Front Desk Number and the Manager of the Energy Plant which is currently (208) 885-6271 and this may be updated by notice from the University to the Concessionaire (the “University Energy Plant Number”) if there is excessive chilled water loop makeup of more than 25 gallons per minute for 5 continuous minutes or an average of 2 gallons per minute or more over a 24 hour period.
  - d) If an Unplanned Outage for the Chilled Water System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Chilled Water System Unplanned Outage and restore service; unless otherwise approved by the University in its sole discretion.
  - e) If operational issues occur that result in a high loop temperature event (greater than 50 degrees for 30 minutes) for the Chilled Water System, the Concessionaire shall:
    - i. Notify the University by calling the University Front Desk Number;
    - ii. Begin necessary corrective action;
    - iii. Provide updates as needed based on changes in the status of the Chilled Water System (and at least daily) and as more frequently as reasonably requested by the University to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 15 minutes or more.
- 8) **Redundancy**
- a) Where possible, the Concessionaire shall maintain an N+1 level of redundancy for the Chilled Water System. “N+1” is defined as the ability to meet seasonal peak load assuming the largest capacity Utility System Asset of the Chilled Water System is non-functional.
  - b) If the Chilled Water System is below an N+1 level of redundancy, the Concessionaire shall promptly and diligently commence active work to correct the loss of system reliability within 48 hours.

- c) The Concessionaire shall maintain existing standby generators for the Chilled Water System in accordance with manufacturers' recommendations and Prudent Industry Practices with the rated capacity of at least the capacity in existence as of the Closing. The University has the right to increase such requirement in its reasonable discretion, which shall be deemed a modification of these Performance Standards under Section 6.3(a) of the Concession Agreement.
- d) The Concessionaire shall perform standby generator testing for existing standby generators per manufacturers' recommendations.
- e) The Chilled Water Business Continuity Plan shall be tested annually in coordination with University Facilities Management staff. The date and time of each test shall be discussed with the University and agreed upon no less than 15 days in advance of such test.

9) **Water Quality**

- a) The Concessionaire shall adhere to the existing chemical and water treatment plan that it establishes as part of the Operations Plan, which treatment plan shall cover the Chilled Water System and reasonably address and prioritize the protection of health, life and safety of University students, employees, faculty and guests. Such plan shall cover frequency and validation of measurement and testing as well as the following items at a minimum:
  - i. Scale and corrosion;
  - ii. Microbiological control;
  - iii. Copper corrosion;
  - iv. Maintaining closed loop water chemistry;
  - v. Cooling tower and condenser water:
    - 1. Scale and corrosion inhibitor;
    - 2. Bleach or other biocide;

For the South Campus Chiller Plant, monitor and maintain cooling tower cycles in the range of 2.5 to 4 cycles as necessary to keep heat transfer services clean while minimizing water usage. For the North Campus Chiller Plant, monitor and maintain cooling tower cycles in the range of 5 to 15 cycles, utilizing blended water, as necessary to keep heat transfer services clean while minimizing water usage. For the McClure Chiller Plant, monitor and maintain cooling tower cycles in the range of 2 or better cycles, as necessary to keep heat transfer services clean while minimizing water usage.

- b) The Concessionaire shall require the chilled water systems in a new building that is to be connected to the Chilled Water System to be flushed and treated to central plant standards by the building owner or construction team before connecting to the Chilled Water System.

**Part IV - PERFORMANCE STANDARDS  
STEAM AND CONDENSATE SYSTEM**

**1) Pressure Requirements**

- a) The Concessionaire shall operate the steam portion of the Energy Plant to produce saturated steam for the University Campus distribution between 30 psi and 60 psi.
- b) The Concessionaire shall ensure that each building served by the Steam and Condensate System maintain a minimum pressure of 30 psi.
- c) The Concessionaire shall operate the boilers and main header no higher than 200 psi.
- d) For operation of the Microturbine generators that are part of the Steam and Condensate System, the Concessionaire shall operate the boilers and pressure reducing valves to provide 190psi inlet pressure and 35 psi outlet pressure as specified by the manufacturer.
- e) The monitoring points to determine compliance with such requirements are set forth on Appendix O.

**2) Air Quality Permit with Idaho DEQ**

- a) The Concessionaire must notify the EHS by calling the University Front Desk Number and Idaho DEQ with any excess emissions (opacity event) that lasts three minutes or more in one hour, within 24 hours from the beginning of the event. The Concessionaire shall provide the EHS with a summary of the actions taken to correct the excess emissions event and the continuous monitoring data for the excess emissions event within 48 hours from the beginning of the event.

**3) Line of Demarcation between Concessionaire and University**

- a) Except as otherwise described herein, the line of demarcation for the Steam and Condensate System is depicted in Appendix L-4 and will be the point where the steam pipe enters the applicable building and connects to the building isolation valve. Appendix L-4 serves as a representative diagram of the Steam and Condensate System. See also Appendix K-4 for a map and further depiction of the Steam and Condensate System.
  - i. All steam piping up to the building isolation valve will be considered part of the Steam and Condensate System.
  - ii. All condensate piping from the condensate receiver pump outlet back to the Energy Plant shall be considered part of the Steam and Condensate System.

- b) The Concessionaire shall be responsible for using existing water and chemical treatment in the Utility Facilities or such alternative treatment methodology to the extent Approved by the University, acting reasonably.

4) **Metering**

- a) The Concessionaire shall maintain, operate and repair steam meters in accordance with the requirements set forth herein.
  - i. The Concessionaire shall ensure the meters are accurate and calibrated to the manufacturer's recommendations (provided that, if any of the meters do not comply with the foregoing standards as of the Closing Date, the Concessionaire shall propose Capital Improvements to rectify such non-compliance within a reasonable period after the Closing Date, and the Concessionaire shall not be liable for such non-compliance until the University has Approved such Capital Improvements and the agreed time for completion of such Capital Improvements has elapsed).
- b) As part of the Preventive and Predictive Maintenance Plans the Concessionaire shall include a plan to ensure metering accuracy and a metering accountability metric for such meters that are part of the Steam and Condensate System.
- c) The Concessionaire shall ensure electronic metering occurs at a minimum of 60 second intervals.
- d) The Concessionaire shall maintain accurate software, monthly meter data, and provide that data to the necessary University servers for use by the University for campus billing.
- e) The Concessionaire shall ensure that all new building connections to the Steam and Condensate System are metered at the time of connection.
- f) Plant production meters
  - i. Production meters for the Steam and Condensate System must be in service when equipment is operating, functioning properly and reporting to a data system readily accessible by the University. If a primary production meter fails, causing the Steam and Condensate System (or any portion thereof) to be unable to be operated under control, safely and effectively, the associated equipment shall be shut off until the failure is resolved, and the Concessionaire shall cause such meter to be replaced or repaired as soon as reasonably practicable.
  - ii. Historical data on plant production meters shall be maintained and readily accessible for the University's review. Raw data shall be provided to the University in a format that cannot be edited by the Concessionaire. Data will be time stamped with the date, hour (in 24 hr. format) and minute.

- iii. Meters shall be calibrated and maintained in accordance with the manufacturer's recommendations. The schedule for such calibration shall follow the Preventive and Predictive Maintenance Plans.

5) **Efficiency**

- a) The Concessionaire shall ensure that each boiler maintain a boiler fuel efficiency of 77% or greater.
- b) The Concessionaire shall ensure that the water recovery rate from the Hot Lime Softening System must be 99% or greater
- c) The Concessionaire shall measure and record every 8 hours the condensate return rate and condensate hardness rate for the Steam and Condensate System and maintain such records for at least 3 full Years. If the condensate return for the Steam and Condensate System drops more than 3% below the average annual return rate for the preceding 3 Years, then the Concessionaire shall propose a plan to the University to remedy such reduction, and, if Approved by the University, shall implement such plan to the extent within the Utility System.
- d) The Concessionaire shall operate the Steam and Condensate System in a manner to ensure reliability as well as optimization of energy and conservation of natural resources. The Concessionaire shall use commercially reasonable efforts to continuously improve the operating efficiency and use of resources including water for the Steam and Condensate System.

6) **Design Standards**

- a) If requested by the University, the Concessionaire shall propose as a Capital Improvement or Material Change an accurate Steam and Condensate System model using modeling software, in order to:
  - i. Inform new buildings being connected to the Steam and Condensate System of the design pressure drop requirements based on system models; and
  - ii. Verify and maintain system flow velocities.

If Approved by the University, the Concessionaire shall implement, operate and maintain such model such that it remains up to date and accurate.
- b) The Concessionaire shall adhere to the following pipe velocity limits for the Steam and Condensate System:
  - i. New piping for the steam portion of the Steam and Condensate System to be installed at 120 fps respectively at peak flow; and



- ii. Existing piping that exceeds 120 feet per second (“fps”) shall require University approval prior to replacement of the piping causing the velocity that exceeds 120 fps.
- c) Steam distribution lines shall be located in a walkable Tunnel or Utilidor.
- d) The Concessionaire shall follow the Utility Service Connection and Inspection Standard set forth in the Design Standards.

7) **Unplanned Outage**

- a) An Unplanned Outage for the General Steam Portion of the Utility System (as defined in Schedule 15 of the Concession Agreement) shall mean the occurrence of one of the following at the monitoring points identified on Appendix O for General Steam Portion of the Utility System Unplanned Outages.
  - i. Steam pressure at a building supply pressure transmitter is less than 30 psi for 15 consecutive minutes or more;
  - ii. Steam supply is interrupted to a building due to loss of compressed air for the building pressure reducing valve, a closed or inoperable building isolation valve, leakage, pipe failure, or other system failure; except in the case where the valve has been closed upon the request of the University; or
  - iii. The Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.
- b) An Unplanned Outage for the Steam Plant (as defined in Schedule 15 of the Concession Agreement) shall mean the occurrence of one of the following at the monitoring points identified on Appendix O for Steam Plant Unplanned Outages.
  - i. The Steam Plant fails to provide at least 30 pi steam pressure to the General Steam Portion of the Utility System.
  - ii. The Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.
- c) If an Unplanned Outage of the Steam and Condensate System occurs, which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day work, commence active work, regardless of potential delay by others, to correct the Unplanned Outage and restore service; unless otherwise approved by the University in its sole discretion.
- d) If operational issues occur that result in a low steam pressure or event for the Steam and Condensate System, defined as an instance where the Steam and Condensate System is providing steam at less than 30 psi for 15 minutes at a

building pressure transmitter or any building connected to the Steam and Condensate System.

- i. Notify the University by calling the University Front Desk Number if any portion of the University Campus is affected.
- ii. Immediately commence operation of the wood-fired and natural gas boilers to provide steam to the University Campus that meets the temperature and pressure requirements set forth herein, which wood-fired and natural gas boilers shall operate until such time as the Unplanned Outage is corrected;
- iii. Begin necessary corrective action; and
- iv. Provide updates every 60 minutes if outdoor temperatures are below 32 degrees, and every 24 hours otherwise, to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 60 minutes or 24 hours, as applicable, based on the appropriate notification timeline or more;

#### 8) **Redundancy**

- a) Where possible, the Concessionaire shall maintain an N+1 level of redundancy for the Steam and Condensate System. "N+1" is defined as the ability to meet seasonal peak load (reasonably calculated by the Concessionaire using measured historic data) assuming the largest capacity Utility System Asset of the Steam and Condensate System is non-functional.
- b) If the Steam and Condensate System is below an N+1 level of redundancy, the Concessionaire shall promptly and diligently commence active work to correct the loss of system reliability within 48 hours.
- c) The Concessionaire shall ensure that at least one out of two steam lines that provide steam to the University Campus is functional at all times.
- d) Concessionaire shall use a chemical treatment plan for the Steam and Condensate System, as part of the Operations Plan, which must be at least as stringent as the chemical treatment plan existing as of the execution of the Concession Agreement. Such plan shall cover frequency and validation of measurement and shall adhere to ASME boiler water quality standards.
- e) The Concessionaire shall maintain standby generators for the Steam and Condensate System in accordance with manufacturers' recommendations and Prudent Industry Practices with the rated capacity of at least the capacity in existence as of the Closing. The University has the right to increase such requirement in its reasonable discretion, which shall be deemed a modification of these Performance Standards under Section 6.3(a) of the Concession Agreement.

- f) The Concessionaire shall perform standby generator testing per manufacturer's recommendations.
  - g) Concessionaire shall also include pretreatment standards as part of the Operations Plan, which shall include standards for:
    - i. Conductivity and hardness limits from water treatment plan; and
    - ii. Oxygen removal de-aerators.
  - h) Concessionaire shall adhere to American Society of Mechanical Engineers boiler water quality standards.
- 9) **Fuel Operations and Storage**
- a) The Concessionaire must maintain consistent fuel delivery operations from the solid fuel Supply inventory to the Energy Plant to satisfy the needs of the Energy Plant at all times.
  - b) The Concessionaire must maintain the Chip Storage/Drying Facility, to include the scale, covered storage, scale shack, conveyance system, shaker separator, and rolling stock. The rolling stock includes the Kenworth Tractor with Trailer, 950 CAT Front End Loader, Hough Front End Loader and a Ford F-500 truck, and if any of the foregoing require replacement, such replacement shall be considered Capital Improvements.
- 10) **Condensate water storage**
- a) The Concessionaire shall maintain the condensate storage at a continuous 6,000 gallon minimum volume so long as the Steam and Condensate System is not then more than 3% below the average annual condensate return rate for the preceding 3 Years.

**Part V - PERFORMANCE STANDARDS – ELECTRIC SYSTEM****1) Power Requirements**

- a) Concessionaire shall ensure that the Electric System maintains the following at the monitoring points identified on Appendix O for the Electric System:
  - i. At both the East Substation and the West Substation, the O transformer tap changers to deliver voltage consistent with the voltage then being delivered on the Closing Date with such changes as the University may require and +6%/- 5% of nominal per current version of American National Standards Institute (“ANSI”) C84.1, or equivalent; and
  - ii. 0.95 minimum power factor at the substation buses.
- b) The Concessionaire shall design, procure, install, operate and maintain the Electric System such that it is configured for customer determined building load (as communicated by the University to the Concessionaire) and requirements for reliability and redundancy.
- c) The Concessionaire shall operate and maintain the Electric System such that it meets the following power quality requirements using SEL revenue grade hardened utility metering including relay protection:
  - i. For harmonic distortion, comply with University Design Standards, inclusive of the Avista design and construction standards referenced therein, specifying maximum distortion allowable on the Electric System from connected loads, provided that the University shall cooperate with the Concessionaire to address distortion in excess of the maximum distortion allowable on the Electric System, to the extent such distortion is introduced by a connected load and provided further that if there is any ambiguity or conflict within the Design Standards with respect thereto, the controlling standard shall be IEEE 519; and
  - ii. For voltage sag or swell events, investigate any such event and minimize internal system disruption and take affirmative measures to reduce sensitivity of key utility components to reduce trips from minor sag and/or swell events. Minor sag and/or swell events include brownouts or power bumps, and/or power surges resulting in flickering lights or simple loss of power to low voltage remote notification systems, and or controls serving plants, systems and equipment requiring simple corrective actions to restore functionality.
- d) Notwithstanding anything to the contrary contained herein, the Concessionaire shall operate the Utility System to participate in a Main Campus curtailment type program as directed by the University, and the Concessionaire shall not be in breach of any of the requirements of these Performance Standards if it operates in accordance with such curtailment.

2) **Line of Demarcation; Concessionaire, University, and Avista Utility**

- a) Except as depicted in Appendix L-1, or as set forth in Section 2(b) of this Part V, the line of demarcation for the Electric System as between the University and the Concessionaire shall be at the point of presence for the service line, which is the building electrical service meter or, absent a building electrical service meter, the building electrical service switch. See also Appendix K-1-A for a map of the Electric System on the Main Campus and Appendix K-1-B for a map of the Electric System, North Farm.
- b) Except as depicted in Appendix L-1, the line of demarcation for the Electric System as between the Concessionaire and any third-party electricity providers (“External Electric Utilities”) shall be: (i) for the Main Campus, up to the external electrical substation transformers low-side cable terminations; and (ii) for the North Farm, up to and including the main transformer feeding disconnect switches on each building.
- c) All cabling, switchgear, transformers, duct banks, manholes, and vaults and substation buildings and associated infrastructure between the External Electric Utilities and building lines of demarcation (as described herein) shall constitute the Electric System.
  - i. Avista Corporation, or its Affiliate, operates under an easement from the University and maintains its own equipment and the high side transmission lines feeding the two external electrical substations serving the University Campus and the North Farm.
  - ii. Sight perimeter walls chain link fence, access and drainage systems and the SPCC Plan shall be included as part of the Electric System.
- d) The Concessionaire shall review and assume the current University role in complying with the access, operating, interlocking, and station service arrangements between the University and External Electric Utilities systems.
- e) Where the physical line of demarcation within the Electric System is not set forth herein, or is not otherwise apparent, the line of demarcation shall be located on the low voltage side of the relevant building or structure transformer (s).

3) **Metering**

- a) The Concessionaire shall maintain, operate and replace Electric meters in accordance with the requirements set forth herein.
  - i. The Concessionaire shall ensure the revenue grade meters are accurate and calibrated to the manufacturer’s recommendations (provided that, if any of the meters do not comply with the foregoing standards as of the Closing Date, the Concessionaire shall propose Capital Improvements to rectify such non-compliance within a reasonable period after the Closing Date,

and the Concessionaire shall not be liable for such non-compliance until the University has Approved such Capital Improvements and the agreed time for completion of such Capital Improvements has elapsed).

- ii. Concessionaire shall provide the University with all information from the meter readings, in a format prescribed by the University and in a manner that allows the University to maintain, without interruption, the University's then-current internal system for usage recording and billing.
- b) As part of the Preventive and Predictive Maintenance Plans developed in Section 1(i)(iv), the Concessionaire shall include a plan to ensure metering accuracy and a metering accountability metric for such meters that are part of the Electric System. For the avoidance of doubt, the Concessionaire shall adhere to all applicable requirements with respect to meters set forth in the Design Standards attached as Appendix F. Electric meters to be maintained per requirements of electric metering codes and guidelines.
- c) The Concessionaire shall either continue to use the existing software programs that the University uses to acquire, monitor and maintain Utility consumption data within the Utility System or use metering software of its choosing, subject to the Approval of such change in the Five-Year Plan by the University. In either case, the Concessionaire shall provide the University reasonable access to view the real-time meter data for all meter sites.
- d) The Concessionaire shall ensure electronic metering occurs at a minimum of 60 second intervals.
- e) The Concessionaire shall maintain accurate software, monthly meter data, and provide that data to the necessary University servers for use by the University for campus billing, utility assessments.
- f) The Concessionaire shall ensure that all new building connections to the Electric System are metered in accordance with the Design Standards. Temporary construction power shall be metered and read via manual reads. For new installations coming on-line, at the time permanent power is connected metering shall be in place for manual reads and shall be networked as soon as reasonably practicable meeting the specifications set forth herein.
- g) Substation and campus feeder meters.
  - i. Main substation and customer meters that are part of the Electric System must be in service when equipment is operating, functioning properly and reporting to a data system accessible by the University. If a meter or its network communications fails, it shall be repaired as expeditiously as possible
  - ii. Main substation meters shall have event capture capability and store wave form level detail during periods of electrical disturbance.



- h) The Concessionaire shall maintain Schweitzer Engineering Laboratories (SEL)-735 revenue meters (or an equivalent Approved by the University in its discretion) on all of the substation transformers in existence as of the Closing Date and can also compare meter readings to the Avista Feed Meters where applicable and SEL relays (or an equivalent, in each case, Approved by the University in its discretion). The Concessionaire shall then compare internal meters monthly to billed consumption from the serving utility promptly and shall report such result to the University.
- 4) **Efficiency**
- a) The Concessionaire shall operate the Electric System in a manner to ensure reliability as well as optimization of energy and conservation of natural resources. The Concessionaire shall use commercially reasonable efforts to continuously improve the operating efficiency and use of resources for the Electric System.
- 5) **Design Standards**
- a) The Concessionaire shall adhere to the University's Design Standards and all legal requirements for the Electric System including but not limited to IEEE and NFPA.
  - b) The Concessionaire is prohibited from installing, constructing or using above grade transmission and distribution lines, except as Approved by the University on a case by case basis.
- 6) **Unplanned Outage**
- a) An Unplanned Outage for the Electric System shall mean the occurrence of one of the following at the monitoring points identified on Appendix O for Electric System Unplanned Outages:
    - i. A distribution feeder breaker, building transformer failure, primary fuse or primary switch opens, secondary service protector main or feeder breaker opens, or any other cause determined by the University (acting reasonably) to originate within the Utility System which interrupts service to a building connected to the Electric System (in each case, except where such event is caused by a fault within a building, or other campus infrastructure, beyond the line of demarcation for the Utility System); or
    - ii. The Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.
  - b) If an Unplanned Outage of the Electric System occurs which causes a loss of service, the Concessionaire shall promptly and diligently, including 24-hour a day work, commence active work to correct the Unplanned Outage and restore service, regardless of potential delay by others (unless proceeding despite such potential delay by others could reasonably result in further Unplanned Outages).

Such updates shall be deemed a modification under Section 6.3(a) of the Concession Agreement.

- c) If there is an Unplanned Outage of the Electric System, the Concessionaire shall:
  - i. Notify the University by calling the University Front Desk Number if any portion of the University Campus is affected.
  - ii. Begin necessary corrective action; and
  - iii. Provide updates every 24 hours to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 24 hours or more;
- d) The Concessionaire shall communicate with the University when it becomes aware of an External Electric Utility line or service feed that is out of service and is impacting any University Facilities, or plans to perform such work that could impact reliability for the University.

## 7) **Redundancy**

- a) Where possible, the Concessionaire shall maintain an N+1 level of redundancy for the Electric System. “N+1” is defined as the ability to meet seasonal peak load assuming the largest capacity Utility System Asset of the Electric System is non-functional.
- b) If the Electric System is below an N+1 level of redundancy, the Concessionaire shall promptly and diligently commence active work to correct the loss of system reliability within 48 hours.
- c) Each component of the Electric System shall have at least one independent backup.
  - i. For each substation in the Electric System, maximum capacity shall be met with the loss of a single transformer or bus.
  - ii. For distribution feeders in the Electric System:
    - 1. Buildings must be assigned a normal and alternate feed (except for those facilities radially fed); and
    - 2. Feeder loading shall be maintained prudently below protective relay settings in accordance with Prudent Industry Practices.
  - iii. For building service substations in the Electric System, they shall be in a main-tie-main configuration for critical facilities such as, research facilities and larger stadiums and may be single-ended for non-critical

facilities. This main-tie-main applies to East and West feed interconnectivity.

- d) The Concessionaire shall operate, maintain and replace, as necessary, the gas engines that provide emergency back-up power to certain buildings on the University Campus, such that they shall provide at least the quality and quantity of backup service as exists on the Setting Date.
- e) The Concessionaire shall participate in annual power-loss testing on the University Campus at such times and in such frequency as reasonably requested by the University.
- f) The Concessionaire shall operate, maintain and replace, as necessary, the gas engines at North Farm that provide emergency back-up power to certain buildings on the University Campus in the same manner that it is required to operate, maintain and replace the rest of the Utility System, such that they shall provide at least the quality and quantity of backup service as exists on the Effective Date.

8) **Distribution System Switching**

- a) The Concessionaire shall maintain a table of relay settings on feeders and substation transformers for the Electric System in accordance with Prudent Industry Practices.
- b) The Concessionaire shall provide switching for planned maintenance, curtailment or construction outages for the Electric System. Switching shall result in no unplanned interruption to the University.
- c) Switch loading for the Electric System shall be done as required to comply with the following load limits:
  - i. Bus limits;
  - ii. Transformer load limits; and
  - iii. Feeder loading limits.
- d) The Concessionaire shall provide low voltage switching and support for building outages.
- e) As requested by the University for planning/design, for the duration of construction of new facilities on the University Campus, the Concessionaire shall provide construction power and support which shall include metering.

## Part VI - PERFORMANCE STANDARDS – DOMESTIC WATER SYSTEM

### 1) Regulatory Requirements

- a) The Concessionaire shall ensure that the Domestic Water System is compliant at all times with all current State of Idaho and Federal Regulatory requirements of the United States Safe Drinking Water Act (40 CFR 141) (the “Safe Drinking Water Act”), all applicable Idaho DEQ Idaho Rules For Public Water Systems, all rules promulgated by the American Water Work Association and the Idaho State Plumbing Code.
- b) For any capital improvements or upgrades or additions to the Domestic Water System made after the Closing Date, the Concessionaire shall ensure that those capital improvements or upgrades or additions to the Domestic Water System meet all applicable Idaho DEQ Idaho Rules For Public Water Systems, all rules promulgated by the American Water Work Association and the Idaho State Plumbing Code 2017.
- c) The Concessionaire shall ensure that the Domestic Water System is operated and maintained by at least two certified State of Idaho certified Drinking Water Distribution class 2 operators for the class of systems its rated at with compliance Idaho APA 58.01.08 and the Safe Drinking Water Act.
- d) The Concessionaire shall resume responsibility of the operating and maintaining University of Idaho Cross Control Program over the 330 assemblies that includes annual testing, repairing and replacing if needed by certified State of Idaho certified Backflow Assembly Tester in compliance with the Safe Drinking Water Act, all applicable Idaho DEQ Idaho Rules For Public Water Systems, all rules promulgated by the American Water Work Association and the Idaho State Plumbing Code 2017.
- e) The Concessionaire shall report demand and consumption of domestic water and a water profile to the Director of Utilities and Engineering Services and or designated assigns and representatives on a monthly basis no later than the 5<sup>th</sup> day of the following calendar month and, further, the Concessionaire shall separately notify the University of any variances of more than 2% in the reportable data from the prior month.

### 2) Pressure Requirements

- a) The Concessionaire shall ensure that the water being distributed by the Domestic Water System maintains pressure of at least 50 psi as measured at the pressure at the campus highest elevation water towers as shown on Appendix O.
- b) The Concessionaire shall ensure that the water being distributed by the Domestic Water System maintains pressure not above 80 psi at the point of connection to any water service as shown on Appendix O.

- c) The Concessionaire shall ensure that the water psi being distributed by the Domestic Water System maintains pressure not above 125 psi as shown on Appendix O.

3) **Line of Demarcation between Concessionaire and University**

- a) Except as otherwise described herein, the line of demarcation for the Domestic Water System, including building apparatus for firefighting water and fire Hydrants is at the point of diversion from the mainline or meter whichever occurs first, which is depicted on Appendix L-2-B. A map showing the Domestic Water System is set forth on Appendix K-2.
- b) All Backflow assemblies and domestic water meter are included within the Domestic Water System on the main service to the buildings. All building/secondary pumps, heat exchangers, and associated building piping shall not be considered part of the Domestic Water System except for backflow assemblies and domestic water meters on main building service.

4) **Metering**

- a) The Concessionaire shall maintain and operate Domestic Water System meters in accordance with the requirements set forth herein and in the Concession Agreement, provided that if any such meters do not meet the requirements set forth herein and in the Concession Agreement as of the Closing Date, the Concessionaire shall be excused from such compliance until such time as they, whether through completion of an Ongoing Utility System Project or a Capital Improvement made by the Concessionaire and Approved by the University.
  - i. The Concessionaire shall ensure the meters are accurate and calibrated to the manufacturer's recommendations (provided that, if any of the meters do not comply with the foregoing standards as of the Closing Date, the Concessionaire shall propose Capital Improvements to rectify such non-compliance within a reasonable period after the Closing Date, and the Concessionaire shall not be liable for such non-compliance until the University has Approved such Capital Improvements and the agreed time for completion of such Capital Improvements has elapsed).
  - ii. Concessionaire shall provide the University with all information from the meter readings, in a format prescribed by the University and in a manner that allows the University to maintain, without interruption, the University's then-current internal system for usage recording and billing. The Concessionaire-installed smart meters must be read at consistent intervals as described in paragraph (d) of this Section 4.
- b) As part of the Preventive Maintenance and Predictive Maintenance plans developed in Section 1(i)(iv) of these Performance Standards, the Concessionaire shall include a plan to ensure metering accuracy and a metering accountability metric for such meters that are part of the Domestic Water System. For the

avoidance of doubt, the Concessionaire shall adhere to all applicable requirements with respect to meters set forth in the Design Standards attached as Appendix F.

- c) The Concessionaire shall continue to use the existing Siemens (SCADA), Software licensed software programs that the University uses to acquire, monitor and maintain Utility consumption data within the Utility System or use metering software of its choosing, subject to the Approval of such change in the Five-Year Plan by the University. In either case, the Concessionaire shall provide the University reasonable access to view the real-time meter data.
- d) The Concessionaire shall ensure electronic metering occurs at a minimum of 60 second intervals. Metering read via radio transmitter or other means shall occur on the first of each month for billing purposes.
- e) The Concessionaire shall maintain accurate software, monthly meter data, and provide that data to the necessary University servers for use by the University for campus billing.
- f) The Concessionaire shall ensure that all new building connections to the Domestic Water System are metered at the time of connection and that those meters are networked to the Utility Network as soon as reasonably practicable in order to meet the specifications set forth herein.
- g) Plant production meters
  - i. Production meters for the Domestic Water System must be in service when equipment is operating, functioning properly and reporting to a data system readily accessible by the University. If a primary production meter fails, causing the Domestic Water System (or any portion thereof) to be unable to be operated under control, safely and effectively, the associated equipment shall be shut off until the failure is resolved, and the Concessionaire shall cause such meter to be replaced or repaired as soon as reasonably practicable.
  - ii. Historical data on plant production meters shall be maintained and readily accessible for the University's review. Raw data shall be provided to the University in a format that cannot be edited by Concessionaire. Data will be time stamped with the date, hour (in 24 hr. format) and minute.
  - iii. Meters shall be calibrated and maintained in accordance with the manufacturer's recommendations. The schedule for such calibration shall follow the Preventive Maintenance and Predictive Maintenance plans developed in Section 1(i)(iv) of these Performance Standards.

## 5) **Efficiency**

- a) The Concessionaire shall operate the Domestic Water System plants in a manner to ensure reliability as well as optimization of energy and conservation of natural



resources. The Concessionaire shall use commercially reasonable efforts to continuously improve the operating efficiency and use of resources, including reduction in water loss from the Domestic Water System.

- b) The Concessionaire will maintain and operate a water loss control program that will mitigate loss over the entire Domestic Water System less than or equal to 2% aggregate loss over the entire Domestic Water System. The Concessionaire shall notify the University if there is excessive Domestic Water System water loss in the system defined as 2% or greater in aggregate at any point(s) in the Domestic Water System.

#### 6) **Design Standards**

- a) If requested by the University, the Concessionaire shall propose as a Capital Improvement or Material Change an accurate Domestic Water System hydraulic model, using modeling software, in order to:
  - i. Inform new buildings being connected to the Domestic Water System of the design pressure drop requirements based on system hydraulic models; and
  - ii. Verify and maintain system flow velocities according to design standards.

If Approved by the University, the Concessionaire shall implement, operate and maintain such model such that it remains up to date and accurate.

- b) The Concessionaire shall cause the Domestic Water System to adhere to the following pipe velocity limits:
  - i. New piping to be limited to 10 feet per second (“fps”) at peak flow; and
  - ii. New piping velocity at peak flow shall comply with applicable ASTM International standards.
- c) Domestic Water System distribution piping shall be direct buried unless no other practicable option exists other than to place Domestic Water System piping in a Tunnel, provided that the University must Approve that there is no practicable option to direct bury such piping.
- d) All water service and water mains wall penetrations that are part of, or connected to, the Domestic Water System must be links seal and Ductile Iron pipe.
- e) The Concessionaire shall follow the Utility Service Connection and Inspection Standard in the Design Standards and all new Domestic Water System mains must be approved of Idaho DEQ prior to installation.

In furtherance of its obligations under the Concession Agreement, the Concessionaire shall maintain and keep up to date with University of Idaho

standards, (IDAPA 58.01.08) (Idaho rules for Public Water Systems) American Water Work Association (“AWWA”) and Idaho State Plumbing Code 2017.

7) **Unplanned Outage**

- a) An Unplanned Outage for the Domestic Water System shall mean the occurrence of one of the following:
  - i. Domestic water supply to a building served by the Domestic Water System has no water pressure in any area of the building as reported and reasonably verified by the University due to a closed or inoperable isolation valve, leakage, pipe failure, or other system failure on the Domestic Water System for distribution; except in the case where the valve has been closed upon the request of the University;
  - ii. The Domestic Water System has less pressure than 20 psi to main and service lines in accordance with State of Idaho Administrative Rules;
  - iii. Failure to provide fire protection water in accordance with applicable Law; or
  - iv. The Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.
- b) The Concessionaire shall notify the University Front Desk Number if there is excessive Domestic Water System water loss in the Domestic Water System defined as 2% or greater in aggregate at any point(s) in the Domestic Water System.
- c) If an Unplanned Outage for the Domestic Water System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Domestic Water System Unplanned Outage and restore service; unless otherwise Approved by the University in its sole discretion.
- d) If operational issues occur that result in a low water pressure event (lower than 20 psi on any water main for the Domestic Water System as measured at the monitoring point on Appendix O, the Concessionaire shall:
  - i. Notify the University by calling the University Front Desk Number;
  - ii. Notify Idaho DEQ of low water pressure rule;
  - iii. Notify Local Fire Department if no water service to building fire protection system is impacted;

- iv. Begin necessary corrective action, including, if needed to control property damage, by closing water main valve if needed and re-routing flow thru water mains to campus; and if needed provide bottle water to patrons.
- v. Provide updates every 24 hours to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 24 hours or more.

8) **Redundancy**

- a) Where possible, the Concessionaire shall maintain an N+1 level of redundancy for the Domestic Water System. "N+1" is defined as the ability to meet seasonal peak load assuming the largest capacity Utility System Asset of the Domestic Water System is non-functional.
- b) If the Domestic Water System is below an N+1 level of redundancy, the Concessionaire shall promptly and diligently commence active work to correct the loss of system reliability within 48 hours.

9) **Water Quality**

- a) The Concessionaire shall ensure compliance by the Domestic Water System with the Safe Drinking Water Act and the Domestic Water Plant operating permit requirements.
- b) The Concessionaire shall ensure compliance with the State standards, set forth in Part VI, Section 1(d) hereof, of any capital improvements or upgrades or additions to the Domestic Water System made after the Closing Date.
- c) The Concessionaire shall ensure compliance with State of Idaho DEQ and EPA sampling monitoring schedules and share records with the University.
- d) The Concessionaire shall require the domestic water systems in a new building that is to be connected to the Domestic Water System to be flushed and treated to central plant standards by the building owner or construction team before connecting to the Domestic Water System.
- e) The Concessionaire shall comply with the Infectious Disease Response Plan attached as Appendix I.
- f) The Concessionaire shall ensure compliance with AWWA and Idaho DEQ standards on operating, maintaining and servicing water reservoirs.

**Part VII - PERFORMANCE STANDARDS – COMPRESSED AIR SYSTEM****1) Temperature Requirements**

- a) The Concessionaire shall ensure that the compressed air being distributed by the Compressed Air System has the ability to maintain a dew point of 40 degrees or lower at each of the monitoring points in the Utility System for the Compressed Air System as identified on Appendix O when the associated Utility Facility is in service.

**2) Pressure Requirements**

- a) The Concessionaire shall ensure that the compressed air being distributed by the Compressed Air System is maintained at a range from 80-90psi at the main pressure control transmitter for the air system as identified on Appendix O.

**3) Line of Demarcation between Concessionaire and University**

- a) The line of demarcation for the Compressed Air System is located at the foundation of the Energy Plant and is distributed throughout the district energy tunnel network to the building mechanical room in buildings, as depicted on Appendix L-5. See also Appendix K-5 for a map of the Compressed Air System.
- b) All building piping, valves, and associated equipment shall not be considered part of the Compressed Air System.

**4) Metering**

- a) Production meters for the Compressed Air System must be in service when equipment is operating, functioning properly and reporting to a data system readily accessible by the University. If a primary production meter fails, causing the Compressed Air System (or any portion thereof) to be unable to be operated under control, safely and effectively, the associated equipment shall be shut off until the failure is resolved, and the Concessionaire shall cause such meter to be replaced or repaired as soon as reasonably practicable.
- b) Historical data on plant production meters shall be maintained and readily accessible for the University's review. Raw data shall be provided to the University in a format that cannot be edited by the Concessionaire. Data will be time stamped with the date, hour (in 24 hr. format) and minute.
- c) Meters shall be calibrated and maintained in accordance with the manufacturer's recommendations (provided that, if any of the meters do not comply with the foregoing standards as of the Closing Date, the Concessionaire shall propose Capital Improvements to rectify such non-compliance within a reasonable period after the Closing Date, and the Concessionaire shall not be liable for such non-compliance until the University has Approved such Capital Improvements and the agreed time for completion of such Capital Improvements has elapsed). The

schedule for such calibration shall follow the Preventive Maintenance and Predictive Maintenance plans.

5) **Efficiency**

- a) The Concessionaire shall operate the Compressed Air System plants in a manner to ensure reliability as well as optimization of energy and conservation of natural resources. The Concessionaire shall use commercially reasonable efforts to continuously improve the operating efficiency and use of resources for the Compressed Air System.

6) **Design Standards**

- a) The Concessionaire shall design and install all Compressed Air System piping in accordance with ASTM standards and University design standards. All piping will be type “K” copper.
- b) The Concessionaire shall follow the Utility Service Connection and Inspection Standard in Design Standards.

7) **Unplanned Outage**

- a) An Unplanned Outage for the Compressed Air System shall mean the occurrence of one of the following:
  - i. Compressed air supply is interrupted to a building due to a closed or inoperable isolation valve, leakage, pipe failure, or other system failure on the Compressed Air System; except in the case where the valve has been closed upon the request of University; or
  - ii. The Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.
- b) The Concessionaire shall notify the University by calling the University Front Desk Number if the Compressed Air System is running more air compressors than normal to keep up with demand over a 24 hour period.
- c) If an Unplanned Outage for the Compressed Air System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Compressed Air System Unplanned Outage and restore service; unless otherwise approved by the University in its sole discretion.
- d) If operational issues occur that result in an outage of the Compressed Air System, the Concessionaire shall:

- i. Notify the University by calling the University Front Desk Number if any portion of the University Campus is affected;
- ii. Begin necessary corrective action; and
- iii. Provide updates every 24 hours to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 24 hours or more.

**8) Redundancy**

- a) Where possible, the Concessionaire shall maintain an N+1 level of redundancy for the Compressed Air System. “N+1” is defined as the ability to meet seasonal peak load assuming the largest capacity Utility System Asset of the Compressed air System is non-functional.
- b) If the Compressed Air System is below an N+1 level of redundancy, the Concessionaire shall promptly and diligently commence active work to correct the loss of system reliability within 48 hours.



## **Part VIII - PERFORMANCE STANDARDS – UTILITY SCADA NETWORK SYSTEM**

### **1) Availability Requirements**

- a) The Concessionaire shall ensure that the data infrastructure and network assets for the Utility System that transmit all data gathered by the network devices for the Utility System and transmits all other data and electronic information within the Utility System and all Utility Facilities to the data historians (the “Utility Network”) is maintained in accordance with Prudent Industry Practices and is maintained in a manner that it has available all data information reasonably necessary for safe plant and distribution system operation as well as commodity billing and that it stores all such data and information gathered by the Utility Network.

### **2) Line of Demarcation between Concessionaire and University**

- a) The Utility Network is separated from the University Campus network by a physical Fortinet firewall which will be operated and maintained by the Concessionaire. Data shall be made available outside the Utility Network via an University Approved SCADA and control system server. This server shall exist behind the physical firewall and shall maintain the capability to pass data to a University-owned PI Server, which resides on the University’s network, via PI-to-PI protocol, PI-Connector, or other University-Approved secure connection. Concessionaire shall have the option to maintain for its own use any other PI system elements, such as a PI AF Server and/or PI Vision capabilities behind the firewall. The University will have the right to determine which PI assets it will utilize on its side, as shown in Appendix P. For clarity, Appendix P illustrates the PI configuration that the Concessionaire will be required to adhere to on the Closing Date. All assets used to manage data on the Utility Network, including the firewall, a PI Server (or any approved successor server) shall be included in the Utility Network System as shown on Appendix P.
- b) Additionally, the Utility Network System extends into University Buildings to collect metering data from Utility System Meters. The demarcation of the Utility Network System components within the buildings is also provided in Appendix P.

### **3) Utility Network Components**

- a) The Concessionaire shall monitor, maintain and operate the Utility Network system components in accordance with the requirements set forth herein.
- b) The Concessionaire shall provide annually, as part of the Operations Plan, a plan to keep Utility Network components updated with a replacement plan for any outdated equipment. If network equipment ages to the point that it no longer will take updates in security, operating system, or process software provided by the developer of such equipment, then the equipment shall be replaced within 6 months after such point.

- c) The Concessionaire shall either continue to use the existing GE Global Care, Software Toolbox (OPC) and PI OsiSoft licensed software programs that the University uses to acquire, monitor and maintain Utility consumption data within the Utility System or use software of its choosing, subject to the Approval of such change in the Five-Year Plan by the University. In either case, the Concessionaire shall provide the University reasonable access to view the real-time data.
- d) The Concessionaire shall ensure control and data reliability appropriate for the criticality of the monitored devices.
- e) All metering shall be revenue grade where applicable, and will be connected to the Utility Network using a network interface or University-Approved telemetry.
- f) An Unplanned Outage of the Utility Network shall not be a KPI Event; however, the Concessionaire shall use commercially reasonable efforts to minimize the number and duration of Unplanned Outages of the Utility Network and will, as soon as reasonably practicable following such Unplanned Outage, restore the performance of the Utility Network.

4) **Unplanned Outage**

- a) An Unplanned Outage for the Utility Network shall mean the occurrence of one of the following:
  - i. Loss of a key component of the Utility Network system that creates immediate operability issues;
  - ii. Loss of a key component of the Utility Network system that causes a loss of redundancy in key systems; or
  - iii. An unrecoverable loss of utility billing data for a period of more than 24 hours.
- b) If an Unplanned Outage for the Utility Network System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Utility Network Unplanned Outage and restore service; unless otherwise Approved by the University in its sole discretion.
- c) If operational issues occur that result in an outage for the Utility Network System, the Concessionaire shall:
  - i. Begin necessary corrective action within 2 hours for Emergency Situations (as defined below), and as soon as reasonably practicable for Urgent Situations (as defined below):

- d) An “Emergency Situation” occurs with respect to the Utility Network if there is a (i) loss of network; (ii) loss of server; (iii) loss of PLC (CW interface); (iv) loss of network switch or router; (v) failure of substation relay; or (vi) a water plant issue endangering production.
- e) An “Urgent Situation” occurs with respect to the Utility Network if there is: (i) redundancy lost in any network system; (ii) a Utility System meter offline; or (iii) a Complicity client offline.

5) **Redundancy**

- a) Where possible, the Concessionaire shall maintain appropriate levels of redundancy for the Utility System Assets that make up the Utility Network System, so that secure and continuous operation can be maintained at all times. As part of such redundancy, the Concessionaire shall adhere to the following backup policy:
  - i. Full and incremental backups protect and preserve corporate network information and should be performed on a regular basis for system logs and technical documents that are not easily replaced, have a high replacement cost or are considered critical, consistent with the University’s Institutional Data Backup Policy, attached hereto as Appendix B. Backup systems should be housed in a secure and geographically separate location from the original and isolated from environmental hazards. Backup network components, cabling and connectors, power supplies, spare parts and relevant documentation should be stored in a secure area on-site as well as at other corporate locations. For the avoidance of doubt, backup media, data and other information may be stored on non-physical offsite data storage solutions.
  - ii. System databases
    - 1. A copy of the most current network and system databases must be made at least twice per month or based on frequency of changes made.
    - 2. The lead network administrator is responsible for this activity.
  - iii. Access to backup databases and other data are tested annually.

## **Part IX - PERFORMANCE STANDARDS – STORM WATER SYSTEM**

### **1) Regulatory Requirements**

- a) The Concessionaire shall ensure that the Storm Water System complies with all applicable Laws and the City of Moscow Storm Water Plan.
- b) For any capital improvements or upgrades or additions to the Storm Water System made after the Closing Date, the Concessionaire shall ensure that those Capital Improvements or Material Changes to the Storm Water System meet the current applicable standards Idaho DEQ, Idaho Rules For Storm Water Systems 58.01.02, State of Idaho Stormwater Best Management Practices, all rules promulgated by the American Water Work Association and applicable Law.

### **2) Pressure Requirements**

- a) The Concessionaire shall ensure that the water being removed by the Storm Water System maintains pressure as required to maintain flow such that water does not back up and pool at Storm Water System entry points as identified on Appendix K-6.

### **3) Water Quality**

- a) The Concessionaire shall ensure compliance by the Storm Water System with the Clean Water Act and operating under EPA region 10 permit requirements.
- b) The Concessionaire shall ensure compliance by the Storm Water System with the Clean Water Act and operating under State of Idaho MS4 permit requirements.
- c) The Concessionaire shall ensure storm water collection systems are properly maintained and tested for compliance including all retention ponds, storm water oil separator.

### **4) Line of Demarcation between Concessionaire and University**

- a) The Storm Water System shall include all piping, valves, manholes, access points and outfalls used to move storm water from the University Campus grounds to the appropriate discharge point as identified on Appendix L-6. Appendix L-6 serves as a representative diagram of the Storm Water System. See also Appendix K-6 for a map of the Storm Water System.
- b) Demarcation of all storm water systems discharging from any building is 5' from the building envelope. The Concessionaire is responsible for the Storm Water System starting at the point that is five feet from the structural barrier between the interior and exterior of each building on the University Campus.

5) **Design Standards**

- a) The Concessionaire shall maintain and update on an annual basis an accurate Storm Water System asset condition report which will indicate any deficiencies in the capacity or design of the Storm Water System. This Storm Water System report will also be used to:
  - i. Inform new buildings being constructed adjacent to the Storm Water System; and
  - ii. Verify and maintain Storm Water System capacities according to Design Standards.
- b) The Concessionaire shall cause the Storm Water System to adhere to the following storm water pipe velocity limits:
  - i. Storm Water System shall be capable of removing the water from a 75-year rain event without any failures or pooling.
- c) Storm Water System distribution piping shall be direct buried.

6) **Unplanned Outage**

- a) An Unplanned Outage for the Storm Water System shall mean the occurrence of one of the following:
  - i. Storm Water System fails to remove the storm water from any portion of the University Campus such that the water causes damage to any property or facility during a 75-year rain event (or less) (provided that the foregoing shall not constitute an Unplanned Outage to the extent that such damage results from damage resulting from a deficiency existing at the Closing Date (which is proven by the Concessionaire to the University's reasonable satisfaction) to the extent that the Concessionaire has included the remediation of such deficiency in its initial Five-Year Plan and is diligently pursuing the remediation steps on the timetable set out in such initial Five-Year Plan).
  - ii. Storm water flow is interrupted and is not removed from the University Campus such that the water causes damage to any property or facility due to a closed or inoperable distribution valve, leakage, pipe failure, or other system failure on the Storm Water System; except in the case where the valve has been closed upon the request of the University.
- b) The Concessionaire shall notify the University by calling the University Front Desk Number if there is a reasonable possibility that the Storm Water System capacity is not sufficient to meet these Performance Standards.

- c) If an Unplanned Outage for the Storm Water System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Storm Water System Unplanned Outage and restore service; unless otherwise approved by the University in its sole discretion.
- d) If operational issues occur that result in a reduced Storm Water System capacity event , the Concessionaire shall:
  - i. Notify the University by calling the University Front Desk Number if any portion of the University Campus is affected;
  - ii. Begin necessary corrective action; and
  - iii. Provide updates every 24 hours to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 24 hours or more.



**Part X - PERFORMANCE STANDARDS – SANITARY SEWER SYSTEM****1) Pressure Requirements**

- a) The Concessionaire shall ensure that the water and other materials being distributed by the Sanitary Sewer System maintains pressure as required to maintain flow such that sanitary sewer water does not back up into any connected facilities.

**2) Line of Demarcation between Concessionaire and University**

- a) The Sanitary Sewer System shall include all piping, valves, manholes and access points used to move wastewater from the University Campus buildings to the appropriate discharge into City of Moscow sewer main as identified on Appendix L-7. Appendix L-7 serves as a representative diagram of the Sanitary Sewer System. See also Appendix K-7 for a map of the Sanitary Sewer System.
- b) Demarcation of all sanitary sewer systems discharging from any building is 5' from the building envelope. The Concessionaire is responsible for the Sanitary Sewer System starting at the point that is five feet from the structural barrier between the interior and exterior of each building on the University Campus.

**3) Design Standards**

- a) The Concessionaire shall cause the Sanitary Sewer System to adhere to the current Idaho State Plumbing Code 2017, American Water Work Association, and all applicable Laws.
- b) Sanitary Sewer System distribution piping shall be direct buried.

**4) Unplanned Outage**

- a) An Unplanned Outage for the Sanitary Sewer System shall mean the occurrence of one of the following:
  - i. Sanitary Sewer System fails to remove the sanitary sewage from any portion of the University Campus such that the sanitary sewage causes damage to any property or facility;
  - ii. Sanitary Sewer System flow is interrupted and fails to remove the sanitary sewage water from a facility such that the sanitary sewage causes damage to any property or facility or creates a situation such that the facility may not be used normally due to a closed or inoperable distribution valve, leakage, pipe failure, or other system failure on the Sanitary Sewer System; except in the case where the valve has been closed upon the request of the University.

- iii. A portion of the University's property served by the Sanitary Sewer System is unable to be operated because the Concessionaire failed to maintain the Storm Water System in accordance with Prudent Industry Practices.
- b) For the avoidance of doubt, it shall not be an Unplanned Outage of the Sanitary Sewer System if an Unplanned Outage is caused by a user of the Sanitary Sewer System (other than the Concessionaire, the Operator or their Representatives) disrupting the Sanitary Sewer System by disposing of items in the Sanitary Sewer System for which it was not intended to be used.
- c) The Concessionaire shall notify the University by calling the University Front Desk Number if there is a reasonable possibility that the Sanitary Sewer System capacity is not sufficient to meet these Performance Standards.
- d) If an Unplanned Outage for the Sanitary Sewer System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Sanitary Sewer System Unplanned Outage and restore service; unless otherwise approved by the University in its sole discretion.
- e) If operational issues occur that result in a reduced Sanitary Sewer System capacity event, the Concessionaire shall:
  - i. Notify the University by calling the University Front Desk Number if any portion of the University Campus is affected;
  - ii. Begin necessary corrective action; and
  - iii. Provide updates every 24 hours to UI Facilities Management by calling the University Front Desk Number if an incident exceeds 24 hours or more.

**Part XI - PERFORMANCE STANDARDS – RECLAIMED WATER SYSTEM****1) Regulatory Requirements**

- a) The Concessionaire shall operate that Reclaimed Water System in compliance with all applicable Laws, the State of Idaho DEQ Permit M-028-03, all rules promulgated by the American Water Work Association and the Idaho State Plumbing Code
- b) For any Capital Improvements or Material Changes to the Reclaimed Water System made after the Closing Date, the Concessionaire shall ensure that those Capital Improvements or Material Changes to the Reclaimed Water System meet the current applicable State of Idaho DEQ Permit M-028-03 (Idaho DEQ) Idaho Rules For Public Water Systems (58.01.17), all rules promulgated by the American Water Work Association and the Idaho State Plumbing Code
- c) The Concessionaire shall ensure that the Reclaimed Water System is operated and maintained by at least two certified State of Idaho certified Wastewater Treatment operators and Wastewater Treatment Operator Land Application licenses for the class of systems its rated at with compliance of applicable Laws and State of Idaho DEQ Permit M-028-03
- d) The Concessionaire is responsible for reporting demand and consumption of reclaimed water and a water profile to the Director of Utilities and Engineering Services and or designated assigns and representatives on a monthly basis no later than the 5<sup>th</sup> day of the following calendar month, which report shall include information on efficiency, reuse and consumption metrics consistent with the University's practice prior to the Closing Date and, further, the Concessionaire shall separately notify the University of any variances of more than 2% in the reportable data from the prior month.

**2) Pressure Requirements**

- a) The Concessionaire shall ensure that the water being distributed by the Reclaimed Water System maintains pressure of at least 40 psi, at the backpressure valve of the golf course supply discharge points, as measured at the pressure at the campus highest elevation water towers as shown on Appendix O.
- b) The Concessionaire shall ensure that the water being distributed by the Reclaimed Water System maintains pressure not above 8 psi at the point of connection to any water service as shown on Appendix O.
- c) The Concessionaire shall ensure that the water psi distributed by the Reclaimed Water System maintains pressure not above 125 psi as shown on Appendix O.

3) **Line of Demarcation between Concessionaire and University**

- a) Except as otherwise described herein, the line of demarcation for the Reclaimed Water System, including all reclaimed water irrigation systems and irrigation clocks as identified on Appendix L-8 and Appendix L-9. Each of Appendix L-8 and Appendix L-9 serves as a representative diagram of the Reclaimed Water System. See also Appendix K-8 for a map of the Reclaimed Water System.

4) **Metering**

- a) The Concessionaire shall maintain and operate Reclaimed Water System meters in accordance with the requirements set forth herein and in the Concession Agreement.
  - i. The Concessionaire shall ensure the meters are accurate and calibrated to the manufacturer's recommendations (provided that, if any of the meters do not comply with the foregoing standards as of the Closing Date, the Concessionaire shall propose Capital Improvements to rectify such non-compliance within a reasonable period after the Closing Date, and the Concessionaire shall not be liable for such non-compliance until the University has Approved such Capital Improvements and the agreed time for completion of such Capital Improvements has elapsed).
  - ii. Concessionaire shall provide the University with all information from the meter readings, in a format prescribed by the University and in a manner that allows the University to maintain, without interruption, the University's then-current internal system for usage recording and billing. The Concessionaire-installed smart meters must be read at consistent intervals as described in paragraph (d) of this Section 4.
- b) As part of the Preventive Maintenance and Predictive Maintenance plans developed in Section 1(i)(iv), the Concessionaire shall include a plan to ensure metering accuracy and a metering accountability metric for such meters that are part of the Reclaimed Water System. For the avoidance of doubt, the Concessionaire shall adhere to all applicable requirements with respect to meters set forth in University of Idaho Standards.
- c) The Concessionaire shall continue to use the existing Siemens (SCADA), Software licensed software programs that the University uses to acquire, monitor and maintain Utility consumption data within the Utility System or use metering software of its choosing, subject to the Approval of such change in the Five-Year Plan by the University. In either case, the Concessionaire shall provide the University reasonable access to view the real-time meter data.
- d) The Concessionaire shall ensure electronic metering occurs at a minimum of 60 second intervals. Metering read via radio transmitter or other means shall occur on the first of each month for billing purposes.

- e) The Concessionaire shall maintain accurate software, monthly meter data, and provide that data to the necessary University servers for use by the University for campus billing.
- f) The Concessionaire shall ensure that all new building connections to the Domestic Water System are metered at the time of connection and that those meters are networked to the Utility Network as soon as reasonably practicable in order to meet the specifications set forth herein.
- g) Plant production meters
  - i. Production meters for the Reclaimed Water System must be in service when equipment is operating, functioning properly and reporting to a data system readily accessible by the University. If a primary production meter fails, causing the Reclaimed Water System (or any portion thereof) to be unable to be operated under control, safely and effectively, the associated equipment shall be shut off until the failure is resolved, and the Concessionaire shall cause such meter to be replaced or repaired as soon as reasonably practicable.
  - ii. Historical data on plant production meters shall be maintained and readily accessible for the University's review. Raw data shall be provided to the University in a format that cannot be edited by the Concessionaire. Data will be time stamped with the date, hour (in 24 hr. format) and minute.
  - iii. Meters shall be calibrated and maintained in accordance with the manufacturer's recommendations. The schedule for such calibration shall follow the Preventive Maintenance and Predictive Maintenance plans developed in Section 1(i)(iv).

5) **Efficiency**

- a) The Concessionaire shall operate the Reclaimed Water System plants in a manner to ensure reliability as well as optimization of energy and conservation of natural resources and, in any event, in accordance with the requirements set forth herein and in the Reclaimed Water Permit attached hereto as Appendix M. The Concessionaire shall use commercially reasonable efforts to continuously improve the operating efficiency and use of resources, including reduction in water loss from the Reclaimed Water System. The Concessionaire will maintain and operate a water audit and water loss control program serving to mitigate loss over the entire Reclaimed Water System in accordance with the provisions of the Reclaimed Water Permit attached hereto as Appendix M.

6) **Design Standards**

- a) If requested by the University, the Concessionaire shall propose as a Capital Improvement or Material Change an accurate Reclaimed Water System hydraulic model, using modeling software, in order to:

- i. Inform new buildings being connected to the Domestic Water System of the design pressure drop requirements based on system hydraulic models; and
- ii. Verify and maintain system flow velocities according to design standards.

If Approved by the University, the Concessionaire shall implement, operate and maintain such model such that it remains up to date and accurate.

- b) The Concessionaire shall cause the Reclaimed Water System to adhere to the following pipe velocity limits:
  - i. New piping to be limited to 10 feet per second (“fps”) at peak flow; and
  - ii. New piping velocity at peak flow shall comply with applicable ASTM International standards.
- c) Reclaimed Water System distribution piping shall be direct buried unless no other practicable option exists other than to place Reclaimed Water System piping in a Tunnel, provided that the University must Approve that there is no practicable option to direct bury such piping.
- d) All water service and water mains wall penetrations must be links seal and Ductile Iron pipe.
- e) The Concessionaire shall follow the Utility Service Connection and Inspection Standard in the Design Standards and all new reclaimed water mains must be approved of Idaho DEQ prior install.
- f) The Concessionaire shall maintain and keep up to date with University of Idaho standards, (IDAPA 58.01.16) State of Idaho Wastewater Rules (IDAPA 58.01.17) Rules for Reclamation and Reuse of Municipal and Industrial AWWA (American Water Work Association) (Idaho State Plumbing Code 2017)

## 7) **Unplanned Outage**

- a) An Unplanned Outage for the Reclaimed Water System shall mean the occurrence of one of the following:
  - i. Reclaimed water supply to an irrigation system served by the Reclaimed Water System has no water pressure in any area of the irrigation system as reported and reasonably verified by the University due to a closed or inoperable distribution valve, leakage, pipe failure, or other system failure on the Reclaimed Water System for distribution; except in the case where the valve has been closed upon the request of the University; or
  - ii. The Concessionaire fails to provide sufficient notice for such outage to be a Planned Outage.



- b) The Concessionaire shall notify the University Front Desk Number if there is greater than 2% water loss in aggregate at any point(s) in the Reclaimed Water System.
- c) The Concessionaire shall respond to an emergency water leak with-in timely matter and assess the situation and take action if needed to control property damage by closing water main valve if needed and re-routing flow thru water mains to the University Campus.
- d) If an Unplanned Outage for the Reclaimed Water System occurs which causes a loss of service to a portion of the Utility System, the Concessionaire shall promptly and diligently, including 24-hour a day service, commence active work, regardless of potential delay by others, to correct the Reclaimed Water System Unplanned Outage and restore service; unless otherwise Approved by the University in its sole discretion.
- e) If operational issues occur that result in a low water pressure event (lower than 20 psi on any water main for the Reclaimed Water System) the Concessionaire shall:
  - i. Notify the University by calling the University Front Desk Number if any portion of the University Campus is affected.
  - ii. Begin necessary corrective action; and if needed provide bottled water to users of the Reclaimed Water System;
  - iii. Provide updates every 24 hours to the University by calling the University Front Desk Number if an incident exceeds 24 hours or more.

8) **Redundancy**

- a) Where possible, the Concessionaire shall maintain an N+1 level of redundancy for the Reclaimed Water System. “N+1” is defined as the ability to meet seasonal peak load assuming the largest capacity Utility System Asset of the Reclaimed Water System is non-functional.
- b) If the Reclaimed Water System is below an N+1 level of redundancy, the Concessionaire shall promptly and diligently commence active work to correct the loss of system reliability within 48 hours.

9) **Water Quality**

- a) The Concessionaire shall ensure compliance by the Reclaimed Water System with State of Idaho Reuse operating Permit M-028-03 requirements.
- b) The Concessionaire shall ensure compliance with State of Idaho DEQ sampling monitoring schedules. The Concessionaire shall inform the university’s Department of Environmental Health and Safety immediately of any water leaks.

- c) The Concessionaire shall be required to maintain and operate the University of Idaho Reuse plant in compliance with DEQ
- d) The Concessionaire shall comply with the Legionella Exposure Control Plan.
- e) The Concessionaire shall ensure compliance with AWWA and State of Idaho DEQ standards on operating, maintaining and servicing water reservoirs, Lagoons.

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**APPENDIX A****Surveillance Procedures**

The University's then existing Security Cameras Surveillance Policy, as may be updated from time to time, and is available at <https://www.uidaho.edu/governance/policy/policies/apm/95/13> or such other location as the University provides written notice thereof.

The text of such protocol as of the Bid Date is

**95.13 – Security Cameras**

**Created/updated: September 1, 2014**

***Preamble:** This policy was created to regulate security cameras and protect the legal and privacy interests of the University of Idaho and its community. [ed. 9-14]*

**General.** The University of Idaho is committed to protecting the safety and property of the University community while respecting the privacy rights of our faculty, staff, students, and visitors. Cameras provide a visual deterrent to crime, assist with overall security measures, and increase the potential identification and apprehension of person(s) who commit criminal acts or violate University policies. The primary purpose of security cameras is to record images for future identification of individuals and activity in the event of violations of law or policy. UI security camera systems will not be actively monitored. [ed. 9-14]

**A. Policy** This policy regulates the use of security cameras to protect the legal and privacy interests of the University of Idaho and the University community. This policy applies to all University of Idaho persons and organizations using security cameras and devices for recording activity, except as explicitly excluded below. [ed. 9-14]

The University of Idaho reserves the right to place security cameras on campus where necessary and appropriate. The University of Idaho respects the right to privacy of university community members and balances the right to privacy versus the safety needs of the campus community. The Office of Public Safety and Security ("University Security") is responsible for the creation and management of security camera records for law enforcement purposes, and is identified as the University's law enforcement unit under the Family Educational Rights and Privacy Act ("FERPA"). All use of security cameras must be approved by University Security and is subject to oversight by that office. [ed. 9-14]

**B. Procedures**

**B-1. Access and Use:** Only those authorized by the Executive Director of Public Safety and Security or designee, will be involved in, or have access to security camera data. [ed. 9-14]

- a. The use of dummy or placebo cameras is prohibited.
- b. University Security will have access to all security camera data. *[ed. 9-14]*
- c. When an incident is suspected to have occurred, only authorized personnel may review the images from security camera data. *[ed. 9-14]*
- d. Only the Executive Director of Public Safety and Security or designee may authorize copies of security camera images. *[ed. 9-14]*
- e. All requests to release security camera records must be authorized by both the Office of General Counsel and the Executive Director of Public Safety and Security or designee. *[ed. 9-14]*
- f. The University will not permit either the installation or use of cameras as a tool to monitor routine performance or management issues involving University personnel or the use of personal “webcam” or similar technology for surveillance purposes. Departments or units seeking to install or use cameras for this purpose must obtain approval from both University Security and Human Resources. If approved, employees of any department with cameras for this purpose will be notified of such installation. *[ed. 9-14]*
- g. The use of personal “webcam” or similar technology for surveillance purposes is prohibited absent prior permission from the Executive Director of Public Safety & Security.
- h. The recording of audio is prohibited.
- i. Video recording will be conducted only in areas where the public does not have a reasonable expectation of privacy.
- j. Security cameras shall not be specifically directed or zoomed into windows of any non-public areas of a residential building, including residence halls. Electronic shielding or other methods will be used to ensure compliance with this provision. *[ed. 9-14]*
- k. In consultation with General Counsel and Information Technology Services (“ITS”) staff, security camera implementation and policy exceptions will be reviewed by the Executive Director of Public Safety and Security on an annual basis. *[ed. 9-14]*
- l. Unauthorized systems will be subject to removal at the expense of the department or unit in violation of these standards.

## **B-2. Data and Access Log Storage**

- a. A log documenting access to and use of data stored in the University’s security camera system will be maintained for a period of 12 months. *[ed. 9-14]*



**b.** Video tapes or other media will be stored and transported in a manner that preserves security. Current and archived tapes or media shall be kept locked and secured.

**c.** Recorded images shall be kept confidential and destroyed on a regular basis. Such images will be retained for a minimum of thirty (30) days and a maximum of one (1) year. Cameras purchased prior to the implementation of these standards will be granted an exception to the retention period above if recorded image retention is less than thirty (30) days. Recordings that, after review, merit retention for administrative or potential legal uses must be maintained for three (3) calendar years after the end of the year to which they relate. All recorded images used for an investigation or prosecution of a crime shall be further retained until the end of the proceeding and appeal period unless directed otherwise by a court of law.

### **B-3. Device Procurement, Installation, and Maintenance:**

**a.** The installation of new security cameras, their locations, and purpose must be approved in advance by the Executive Director of Public Safety and Security. A request for security camera installation must be submitted and approved prior to the purchase of equipment. Security cameras must connect to the University's security camera system managed by University Security, in accordance with University product, installation, maintenance, and support policies. *[ed. 9-14]*

**b.** All costs associated with the purchase, installation, and maintenance of the system will be the responsibility of the requesting department or unit.

**c.** All authorized cameras and systems should be inspected annually by the department or unit to ensure they are in proper working condition and meet these guidelines. University Security may inspect all cameras and systems at any time to ensure compliance with this policy.

**d.** Signs stating that surveillance equipment is in use will be placed at main entries of buildings or near other appropriate areas.

**C. Excluded camera systems and devices:** This policy does not apply to the use of video for non-security purposes; examples include: *[ed. 9-14]*

**C-1.** The academic use of cameras for educational purposes.

**C-2.** Cameras used for research purposes, which are subject to policies regarding human subjects.

**C-3.** Cameras used for journalistic purposes.

**C-4.** Cameras used for capturing public events and performances.

**C-5.** Construction web cameras.

**C-6.** Cameras installed or used as part of criminal investigations, which are subject to appropriate Idaho and Federal laws.

**C-7.** Webcams used for purposes of communication between specific persons.

**D. Contact Information.** For questions regarding this policy, contact The Office of Public Safety & Security: [www.uidaho.edu/public-safety-and-security](http://www.uidaho.edu/public-safety-and-security); e-mail: [campus-security@uidaho.edu](mailto:campus-security@uidaho.edu).

## APPENDIX B

### University Data Classification and Standards

The University's then existing Data Classification and Standards, as may be updated from time to time, and is available at <https://www.uidaho.edu/governance/policy/policies/apm/30/> or such other location as the University provides written notice thereof.

#### **1. 30.11 - University Data Classification and Standards**

**Created June 1, 2016**

**Preamble.** Data and information are important assets of the university and must be protected from loss of integrity, confidentiality, or availability in compliance with university policy and standards, Board of Regents policy, applicable contracts, and state and federal laws and regulations. This sets forth the responsibility of users to classify and apply appropriate protections for university data and the systems on which store or process data.

#### **A. Definitions.**

**A-1. Data Owner:** The senior university college/division/departmental executive with direct responsibility for all access and use of designated types of data. Use of this term, in connection with this policy shall not affect university claims or rights of ownership of data or ownership of third party data in the possession of the university. For example, research data produced by the university is owned by the university under current policy, FSH 5700, but the Vice President for Research and Economic Development would be considered the Data Owner for the terms of this policy, APM 30.11.

**A-2. Data Steward:** The documented employee with expertise in a data area, who is responsible to the Data Owner to ensure appropriate access controls and protections are applied to maintain compliance. The Data Steward coordinates with the Data Owner and University's Information Security Office on data categorization and determining proper responses to security incidents involving the data with which they are entrusted.

**A-3. Operator:** Any individual tasked with handling or processing data for the university. This includes contracted vendors or affiliates accessing university data resources on behalf of the Data Owner.

**A-4. Data Security Standards:** The minimum set of technical and administrative controls required to protect a category of data and meet the objectives of confidentiality, integrity and availability. Supplemental requirements may be published by ITS in cooperation with Data Owners, or defined by other university policies to meet security objectives including compliance requirements.

**A-5. System:** A discrete set of resources assembled to store, process, maintain, share, or dispose of data. This includes, but is not limited to, any endpoint devices (desktops, laptops, smart phones, tablets) as well as servers, networks, or third party and cloud services.

## **B. Policy.**

**B-1. General.** Data and information systems must be classified according to the risks associated with data being stored, accessed, or processed. Data with the highest risk needs the greatest level of protection; data with lower risk requires proportionately less protection. Consistent with Federal Information Processing Standards (FIPS) Publication 199, university data is classified based on the impact to individuals or the university if the security of that data was breached. Data Owners may designate a higher general risk level for a particular data set or establish supplemental standards to the baseline for the risk category.

## **B-2. Categories.**

(a) Low Risk. The potential effect of loss of confidentiality, integrity, or availability could be expected to have only a limited adverse effect on the university operations, individuals, or assets. Example: published public information including press releases, directory information, or research data not otherwise confidential or regulated.

(b) Moderate Risk. The potential effect of loss of confidentiality, integrity, or availability could be expected to have a serious adverse effect on university operations, individuals, or assets. Example: FERPA

(c) High Risk. The potential effect on loss of confidentiality, integrity, or availability could be expected to have a severe or catastrophic adverse effect on university operations, individuals, or assets. Example: private information that must be protected by law or industry regulation (HIPAA ePHI, Social Security Numbers, driver's license numbers, bank or credit account numbers).

**B-3. Data Security Standards.** Data, accounts, and systems must be classified according to the highest risk data that they process. All users and systems accessing university technology resources must meet or exceed required standards based upon the highest data classification stored or accessed by that system. The ITS Information Security Office shall publish, and at least annually review, data security standards with appropriate advisory groups and approved by the Chief Information Officer (CIO).

(a) Published standards shall include, but not be limited to:

(1) Minimum Security Standards (formerly Network Computing Device Standards) which must be met for all systems utilizing the university network or processing data on behalf of the university and classified as low risk.

(2) Moderate Risk Standards which must be met for all systems categorized as moderate risk.

(3) High Risk Standards which must be met for all systems categorized as high risk.

(4) Supplemental standards or references required to meet compliance, contractual, or other policy or industry regulation requirements (e.g., current Payment Card Industry Data Security Standards (PCI-DSS)).

(5) Requirements as outlined in the National Institute of Standards and Technology (NIST) Special Publication 800-171, or its current revision.

(b) Unless otherwise specified or required, changes to published standards shall be effective 90 days from date of publication after approval by the CIO. Where possible, additional notice will be given for significant changes to standards.

**B-4. Compliance.** Systems or users known to be out of compliance with this policy and published standards will be subject to removal of access from university technology resources or data. Where appropriate, ITS will inform the proper internal authority, including the Data Steward, Office of Risk Management, or Office of Research Assurances, as applicable, of the non-compliance. The applicable internal authority will initiate disciplinary action for non-compliance, where appropriate.

**B-5. Reporting Incidents.** In the event of a suspected incident or event, including non-compliance with this policy involving any university technology resources which has the potential to adversely affect the university, immediate notification of the incident must be sent to the following:

- ITS Security Office ([security@uidaho.edu](mailto:security@uidaho.edu))
- The Data Steward (if known)

After the incident has been reported, it shall be investigated and escalated in accordance with the university's Technology Security Incident Response Plan.

**C. Scope.** This policy applies to all university faculty, staff, students, and affiliates accessing, storing, and processing university data or using university systems or technology resources.

**D. Exceptions.** Requests for exceptions in all or part of this policy may be submitted in writing to the Information Security Officer who will assess the risk and make a recommendation to the appropriate Data Steward and/or the Chief Information Officer for review or possible approval. Any exceptions must be reviewed at least annually.

**E. Contact Information.** The ITS Information Security Office ([its-security@uidaho.edu](mailto:its-security@uidaho.edu)) can assist with questions regarding this policy and related standards.

**F. References.**

FIPS Publication 199

NIST SP800-53rev.4

UI - [FSH 5300](#) - Copyrights, Protectable Discoveries and Other Intellectual Property Rights

UI - [FSH 5700](#) – Research Data

UI - [APM 45.19](#) - Export Controls, U.S.

UI - [APM 45.22](#) – Eligibility, Competency and Effort Requirements for Principal Investigators, Co-Principal Investigators, and/or Project Directors

UI – APM [65.02](#) and [65.06](#)

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APPENDIX C

Facilities Emergency Management Plan

Facilities - UI  
**Emergency Management Plan**

*{The Facilities Emergency Management Plan is under revision as a part of an ongoing reorganization initiative by the University of Idaho; updated details may be provided upon request.}*

*The Facilities Emergency Management Plan is current as of:  
[July 18, 2016]*

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## Summary of Changes.

20 May 2016: Change of Evacuation Points 1&2 relocated farther north to avoid congestion of responders with evacuees.

18 July 2016: Added Appendix I, Fire Safety Plan (Prepared by TRADES)

## I. Introduction.

**A. Purpose.** The Facilities Emergency Management Plan (FEMP) supports risk management toward incident response defining employee and supervisory responsibilities. This plan is a nested annex within the University of Idaho Comprehensive Emergency Management Plan (UI CEMP) and serves to define Facilities roles and responsibilities at the local level. The plan is an effort to develop expectations toward a measured and graduated incident response with the protection, safety, and health of UI students, faculty, and staff. The Plan defines the responsibilities of the incident commander and emergent responders keeping personnel out of “harm’s way”. Everyone in a UI facility - students, faculty, staff, and visitors - must take appropriate and deliberate action when an emergency or incident strikes a building, a portion of the campus, or the entire University of Idaho community. Careful planning, with an emphasis on safety, can help the University handle crises and emergencies with suitable responses, and may save lives.

**B. Scope.** The UI CEMP outlines the mitigation (prevention), preparedness, response, and recovery actions of UI personnel and resources for all-hazards that could negatively impact the UI. The UI CEMP incorporates the use of the National Incident Management System (NIMS) to facilitate interagency coordination between City of Moscow, Latah County, and State of Idaho responding agencies and is consistent with the Latah County Basic Plan, Idaho Bureau of Homeland Security Emergency Operations Plan, and National Response Framework (NRF). UI collaborates with local, state and federal emergency response agencies in the development, implementation and maintenance of the UI CEMP. UI personnel and equipment will be utilized in accordance with the guidelines set forth in the UICEMP to accomplish the following priorities in order of importance:

- Priority 1: Protect Human Life (Life Safety)
- Priority 2: Support Health, Safety, and Basic Care Services
- Priority 3: Secure Critical Infrastructure and Facilities
- Priority 4: Maintenance of Critical UI Services
- Priority 5: Assessment of Damages
- Priority 6: Restore Normal Operations

**C. Roles and Responsibilities.** Supervisors are responsible for ensuring all employees are familiar with and will follow this emergency plan. Where appropriate, unit members will be assigned emergency preparedness and response duties to assist in the implementation of our emergency response plan.

Follow these important steps when there is an incident or emergency:

- Confirm and evaluate conditions.
- Report the incident immediately.
- Follow instructions from emergency staff precisely.
- Follow this emergency response plan.
- Issue clear and consistent emergency notifications. Use all available communication tools.

- If there is no power and/or telephone systems are not functioning, emergency communications will be profoundly restricted and the University of Idaho will use messengers, radios and cellular phones.

**(1) Assistant Vice President for Facilities.**

**General Emergency Management Responsibilities**

The Assistant Vice President for Facilities provides vision, leadership, strategic planning, policies, goals and oversight in the management of university-wide resources in facilities, architectural and engineering services, utilities and engineering, landscape and exterior services, building trades, building services, finance and business, and sustainability. The FEMP consists of Facilities Operation, Planning and Compliance. The Assistant Vice President for Facilities has the authority to assign members from his/her division with emergency management roles and responsibilities in support of the UI FEMP and other emergency preparedness initiatives. The Vice President for Facilities reports to the Vice President of Infrastructure.

**Emergency Response Role During a declared college state of emergency**

The Vice President for Facilities or a Facilities designee serves as the Logistics Section Chief or Operations Section Chief on the University Response Team.

**(2) Faculty & Staff.**

**General Emergency Management Responsibilities**

Faculty and staff are seen as leaders on campus and must be prepared to direct students, visitors, and colleagues to safe locations in the event of an emergency. Faculty and staff are responsible for being familiar with applicable emergency plans, procedures and evacuation routes for their assigned work locations at <http://www.uidaho.edu/apm/35/22>. This information is accessible through the Unit Plans or can be requested through the Safety and Loss Committee. Faculty and staff are also responsible for maintaining their contact information for VANDAL ALERT to maximize the Facilities Emergency Management Plan 9 Approved July 16, 2013

**(3)** The FEMP is an adjunct to the *University of Idaho Emergency Management Plan*, as are the other unit plans. Together they provide the overall emergency plan for the entire campus. The *University of Idaho Emergency Management Plan* establishes an emergency leadership and organizational structure. A copy of this plan can be found <http://www.uidaho.edu/safety/>.

The primary goals of the *University of Idaho Emergency Management Plan* are:

- To protect lives, intellectual property and facilities.
- To prevent or minimize the impact of emergencies and to maximize the effectiveness of the campus community in responding to inevitable occurrences.
- To provide for the continuity of campus operations in pursuit of the University of Idaho's mission of teaching, research and extension.

**D. Emergency Occurrence after Hours.** There is a significant chance an emergency may occur outside regular University of Idaho office hours. While the structure of this plan remains precisely the same, its implementation may vary depending upon available resources and manpower until the proper officials can be notified. First Responders are incident commanders until appropriately relieved. These individuals should seek to follow, as

nearly as possible, the guidelines of the plan while simultaneously making an effort to notify University of Idaho administrators of the situation so as to obtain verification or advice on their actions.

E. **Submittal and Review.** Each unit must submit an initial copy of their completed EMP to the Risk Management Office. Thereafter, the plan should be reviewed annually. If the plan is changed, an updated copy of the EMP must be sent to the Risk Management Office by October 1.

## II. Building/Location Description.

The main structure at Facilities is a concrete tilt-up single story building with second story mezzanine storage supporting a complex of thirteen (13) additional buildings. The Facilities Complex is located at 875 Perimeter Drive, MS 2281 Moscow ID 83844-2281; more particularly described as follows:

The Complex is made up of nine (15) buildings or spaces

- (1) **Main Complex** (875 Perimeter Dr.)- One Main Floor and Storage Mezzanine, which has 3 main stairwells and numerous shop stairwells to it, has Fire Alarm; Fire Detection; and Fire Suppression systems (See Attached Map).
- (2) **Facilities Storage Building** (877 Perimeter Dr.)- Has Fire Alarm; Fire Detection; and Fire Suppression systems. Has two main stairwells to access mezzanine area. Also has Sand Storage and Emergency Response Equipment Storage in the west end of this building and PTS traffic control equipment in the east end storage area. (See Attached Map).
- (3) **LES Pesticide Storage Shed** - Has fire detection; alarm; and suppression system (Halon).
- (4) **LES Greenhouse** (871 Perimeter Dr.)- No fire systems in this building.
- (5) **UI Garage & Fuel Depot** (901 Perimeter Dr.)- Has Fire Alarm; Detection
- (6) **UI Garage Storage Building** (901 Perimeter Dr.)- No fire systems in this building.
- (7) **Recycling/Surplus/Solid Waste Building** (903 Perimeter Dr.)- Has Fire Alarm
- (8) **Campus Storage Building** - No fire systems in this building.
- (9) **Campus Storage Fenced Yard & Storage Units** - Large open storage area - no fire systems in this area.
- (10) *(Two other storage buildings are within this complex, but belong to Auxiliary and Housing Units. No personnel are stationed here at this time.)*
- (11) **Shoup Hall** (1028 W. 6<sup>th</sup> St.)- Has fire detection and suppression
- (12) **Central Energy Plant** (550 S. Line St.) – Has no fire detection; fire suppression is by extinguisher only.
- (13) **South Campus Chiller Plant** (1285 Nez Perce Dr.)
- (14) **Transformer Storage**
- (15) **Woodchip Storage** (881 Perimeter Dr.)

## 1. III. Reporting an Emergency

A. Step 1



• Call **9-911**. In most cases, such as a fire, hazardous materials release, Terrorist/criminal activity, or earthquake, the appropriate number to call is **9-911**. If it is a utility failure or utility problem, call Facilities at **208-885-6246**.

B. Step 2. Notify The following positions *{The on-call roster published weekly contains current numbers of all individuals filling positions, numbers provided below are for the cell phones of essential managers}*.

- A.V.P. Facilities: **208-883-4949**
- Director AES: **208-882-6791**
- Director LES: **208-835-3753**
- Director TRADES: **509-330-2038**
- Director Building Services: **509-790-2463**
- Director UES: **208-949-6657**
- Director Administrative Services: **509-336-0464**

C. Step 3 Notify adjacent offices.

- Notify Facilities: **208-885-6246**
- Notify Environmental Health and Safety: **208-885-6524**
- Notify Risk Management: **208-885-7177**

## 2. IV. Emergency Procedures

**A. Building Evacuation Procedures.** Evacuation is required under a variety of circumstances for example, when the fire alarm sounds, when an evacuation announcement is made, or a university official orders you to evacuate.

**(1) The designated evacuation point is:**

In case of an emergency evacuation of any Facilities Complex Building – Employees should go to the nearest exit and report to their assigned Evacuation Point. *(During daytime hours, very few Facilities employees will likely be in the complex except/or Administrative staff, as all Trades & Services staff will likely be on campus performing their work related tasks.)*

- **Evacuation Point #1** - For anyone exiting the UI Garage; UI Surplus or South Side of Facilities is the Transformer Area between the UI Garage & the Main Complex
- **Evacuation Point #2** - For anyone exiting the Facilities Storage Building or the West End of the Facilities Complex is the Campus Storage Yard by the Trolley Power Pole
- **Evacuation Point #3** - Anyone Exiting the North side of Facilities or the Greenhouse is the North end of the Northeast Gravel Parking Lot closest to Perimeter Drive.

**(2) The Evacuation Coordinators are:**

Evacuation Coordinators are the Foreman of each shop or trade group. Their backup is their managing director. Managing directors must provide oversight particularly in the absence of lower supervisory levels, i.e. Director UES and Business Management assume responsibility for evacuation of their employees at work stations in the main Building of Facilities. See Attached Org Chart.

**(3) Responsibilities of the Evacuation Coordinator are:**

- a) Call **9-911** from a safe location to verify the fire alarm/evacuation signal has been received.
- b) Ensure people have evacuated the building, to the extent it is safe to do so.
- c) Maintain a roster of staff as an appendix to this plan and bring the roster to the evacuation point.
- d) Account for faculty and staff at the evacuation point. If staff have radios make sure they have them during evacuations.
- e) Be the contact point for reporting unsafe situations in the building or missing persons, and report these to the emergency responders.
- f) Maintain a list of faculty and staff home phone numbers, cell phones, and/or pagers for contacting employees during and after emergencies.

**(4) When the building alarm sounds or an evacuation signal is given:**

- a) Remain calm.
- b) Exit the room and:
  - Quickly shutdown any hazardous operations or processes and render them safe, if it is possible to do so. If an unsafe situation exists that will not allow a shutdown before evacuating, report this to the Evacuation Coordinator.
  - Take jackets and cell phones or other clothing needed for protection from the weather.
  - Close windows and doors, leave doors unlocked if possible.
  - If you are away from your room when the alarm sounds you should exit the building immediately and not return to the room. If an unsafe situation exists in your room, report this to the Evacuation Coordinator.
- c) Notify others in the area of the alarm if they did not hear it.
- d) Instructors must ensure all students evacuate.
- e) Exit the building via the nearest safe exit route. Walk; do not run. Never open doors that feel hot to the touch or attempt to travel through smoke-filled or hazardous areas. Use a different exit.
- f) Do not use elevators to exit.
- g) Report to the designated evacuation point and Evacuation Coordinator.
- h) Wait at evacuation point for directions.
- i) Do not reenter the building until emergency staff gives the "all clear" signal.
- j) If you become trapped due to smoke, heat, flames, or some other hazard:
- k) Leave the room door closed. Seal door cracks and ventilation grills with cloth or wet towels or clothing, if possible.
- l) Use the telephone to call **9-911** and let them know your location.
- m) Hang an article of clothing, large enough for emergency responders to see, in or out the window if possible.
- n) If smoke enters the room and there is a window that opens, open the window to let it out. Close the window if outside smoke enters. Tie a piece of clothing around your nose and mouth to filter out smoke if needed.

- o) Stay close to the floor where the air is cleaner.

**(5) Evacuation of persons with disabilities:**

Persons with disabilities, including those with mobility, hearing, and visual impairments may need assistance during an evacuation. Units and instructors need to be aware of employees and students who may have disabilities and ensure they receive assistance during evacuation, if needed. Elevators are not to be used during an evacuation.

- **Persons with hearing impairments:**
  - Gain the person's attention by gesturing and turning the lights on and off.
  - If needed, write a note indicating an evacuation is necessary and provide directions.
- **Persons with visual impairments:**
  - Announce that an evacuation is necessary.
  - Offer your arm for guidance.
  - Tell the person where you are going, and obstacles you encounter.
  - When you reach the outside evacuation point, ask if further help is needed.
- **Persons with mobility impairments:**
  - **Procedure A:**
    - If there is NO evidence of fire, smoke or other emergency in the area of occupancy or nearest Area of Evacuation Assistance (AEA), evacuate persons to the nearest AEA.
    - Upon arrival of the fire department, fire department personnel will determine the cause of the emergency and check all AEA locations.
    - If there is an actual emergency, people with mobility impairments will be evacuated by fire department personnel.
  - **Procedure B:**
    - If there is evidence of fire, smoke or other emergency in the area of occupancy, evacuate all people from the area.
    - Evacuation will be either from the building or to another AEA not affected by the emergency situation.
    - *Training Opportunity Before An Emergency Happens - All Staff should be required to watch the video that is available from the main office showing how to evacuate a person who is using a wheelchair.*

## **B. Campus Evacuation/Closure Procedures**

- a. See University of Idaho Emergency Management Plan at <http://www.uidaho.edu/public-safety-and-security/emergency-management/emergencymanagementplan>

## C. Medical Emergency Procedures

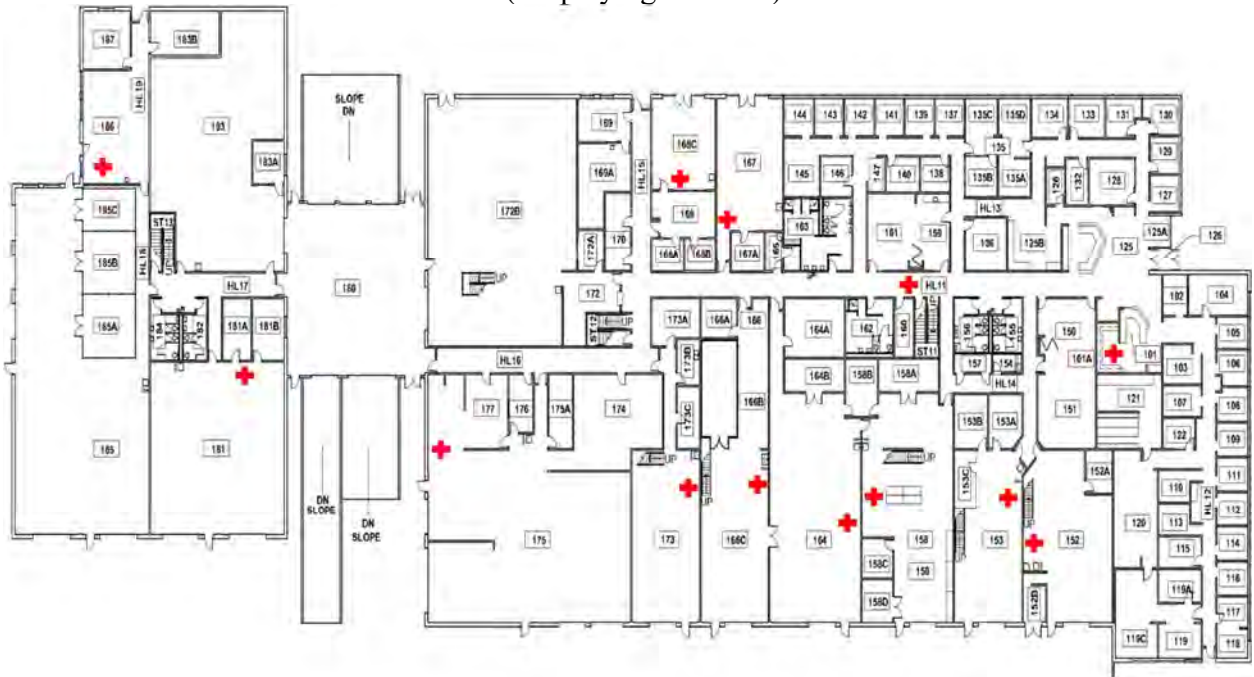
- (1) Call **9-911** or have someone call for you.
- (2) If it is possible and safe to do so:
  - Protect victim from further injury by removing any persistent threat to the victim. Do not move the victim unnecessarily. Do not delay in obtaining trained medical assistance.
  - Provide first aid until help arrives if you have appropriate training and equipment.
  - Send someone outside to escort emergency responders to the appropriate location.
- (4) Location of first aid kits): *[Put in location of first aid kit(s).]*



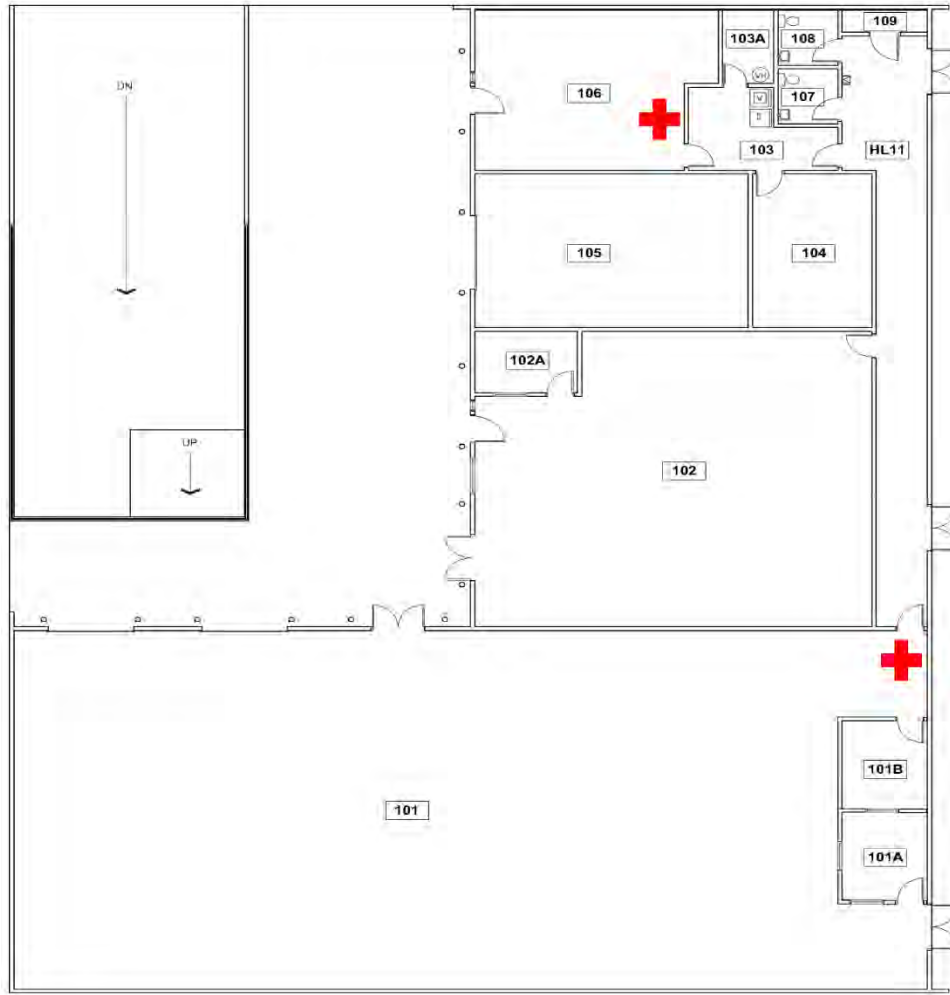
### a. Central Energy Plant: (Displaying 2<sup>nd</sup> Floor)



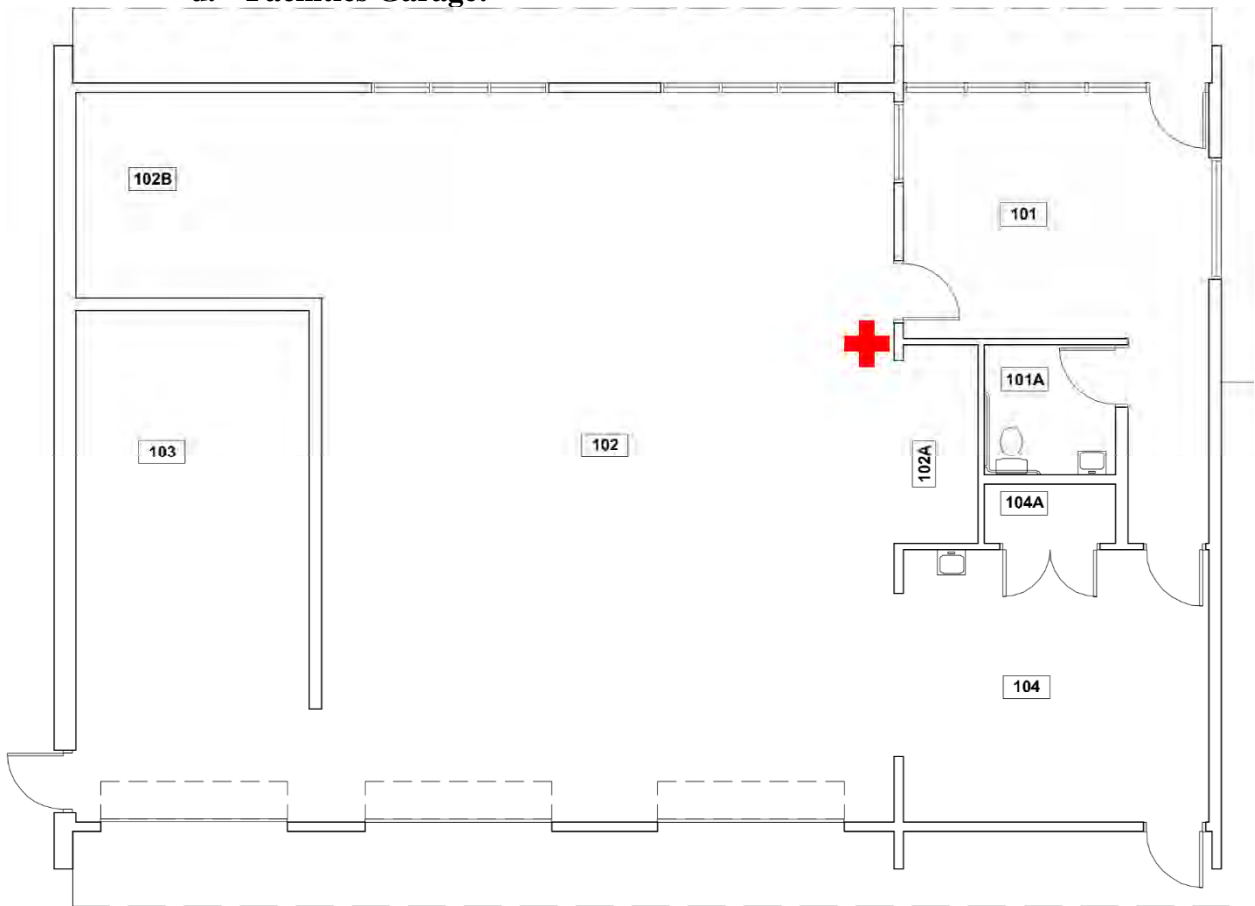
b. Facilities Services: (Displaying 1<sup>st</sup> Floor)



c. Recycling/Surplus:





**d. Facilities Garage:**

Each shop has a first aid kit and, there are also first aid kits located in each Facilities Fleet Vehicle.

## **D. Fire or Explosion Emergency Procedures.**

- (1) Alert people in the immediate area of the fire/explosion and evacuate the area.
- (2) If you have been trained and it is safe to do so, you may attempt to extinguish a fire with a portable fire extinguisher. If you have not been trained to use a fire extinguisher you must evacuate the area.
- (3) Confine the fire by closing doors as you leave the area.
- (4) If the automatic fire alarm has not been activated, activate the building fire alarm system by pulling the handle on a manual pull station.
- (5) Evacuate the building following the procedures listed above. The Evacuation Coordinator must call **9-911** to verify the fire alarm/evacuation signal has been received.

## E. Hazardous Materials Emergency Procedures.

A release of hazardous materials could involve chemical, biological, or radioactive materials. The ability of an employee or student to respond to a hazardous materials release will depend on many factors, including the amount of material spilled or involved in an incident, the physical, biological and chemical characteristics of the material, the material's health and hazard characteristics, the location of the spill, the level of response training obtained, and the types of personal protective and spill response equipment available. Employees will familiarize themselves with the information and procedures found in the *UI Hazardous Materials Emergency Response Plan* and the *UI Hazardous Materials Management & Disposal Policy & Procedures Manual*.

**If a hazardous materials release occurs that cannot be handled by an employee, then:**

- (1) Alert people in the immediate area of the spill and evacuate the area.
- (2) If an explosion hazard is present, take care not to create sparks by turning on or off electrical equipment. Activate the electrical shutoff if the location is equipped with one.
- (3) Confine the hazard by closing doors as you leave the area.
- (4) Use eyewash or safety showers as needed to rinse contamination off people.
- (5) Evacuate any nearby rooms that may be affected. If the hazard will affect the entire building evacuate the entire building. If there is a chance of explosion from the hazardous material release do not activate the building fire alarm.
- (6) Evacuate the building manually by alerting others by voice. Take care not to turn electrical equipment on or off or otherwise cause sparks. If there is no chance of explosion, activate the building fire alarm system by pulling the handle on a manual pull station.
- (7) Evacuate the building following the procedures listed above. The Evacuation Coordinator must call **9-911** to verify the fire alarm/evacuation signal has been received. Be prepared to provide as much information as possible on the hazardous materials released.
- (8) At the designated evacuation point, notify emergency responders of the location, nature and size of the spill.
- (9) Isolate contaminated persons. Avoid cross-contamination or chemical exposure from contaminated persons.

## F. Power Outage Procedures

Assess the extent of the problem in the unit's area and:

- (1) Report the outage to UI Facilities Services at:  
**208-885-6246** during normal work hours  
**208-885-6271** after normal work hours
- (2) Assist other building occupants to move to safe locations.
- (3) Loss of power to fume hoods may require the evacuation of the building. If it is safe to do so, close the sash of the fume hood if power is lost.
- (4) Evaluate the unit's work areas for hazards created by power outage. If it is safe to do so, secure hazardous materials and shut down hazardous processes, take actions to preserve human and animal safety and health, and take actions to preserve research.

- (5) Turn off and/or unplug non-essential electrical equipment, computer equipment and appliances. Keep refrigerators and freezers closed throughout the outage to help keep them cold.
- (6) Areas not served by emergency lighting will maintain flashlights in an accessible location.
- (7) If the building or campus must be evacuated, follow evacuation procedures list above.

## **G. Procedures for Responding To Criminal Activity or Violence.**

- (1) Attempt to remove yourself from any danger.
- (2) Notify Moscow Police by calling **9-911**. Try to call from a safe location if possible.
- (3) If possible, provide the police with the following information:
  - Location of crime
  - Nature of crime and specifics (number of people involved, any weapons, etc.)
  - Any injuries
  - Description of suspect(s) (height, weight, sex, race, clothing, hair color, etc.)
  - Direction of travel of suspects
  - Description of any vehicles involved in the crime
  - DO NOT pursue or attempt to detain suspects.

## **H. Active Shooter Response**

- (1) Identify potential escape routes
- (2) Have a plan in mind
- (3) Determine if it is best to evacuate or hide
- (4) Call **9-911** if it is safe to do so
- (5) Attempt to evacuate if escape route is accessible
- (6) Leave belongings behind
- (7) Help others escape if possible
- (8) Do not attempt to move the wounded
- (9) Evacuate regardless if others agree to follow
- (10) Warn others not to enter area where active shooter may be
- (11) Follow instructions of any law enforcement officers
- (12) If evacuation is not an option, find a place to hide
  - Cover is protection from gunfire
  - Concealment protects from sight
- (13) Be prepared to defend yourself against shooter if necessary
- (14) When calling **9-911**, notify responders of:
  - Shooter location
  - Number of shooters
  - Number of potential victims
- (15) When law enforcement arrives:
  - Keep hands visible

- Avoid sudden movements
- Avoid pointing
- Avoid screaming or yelling
- Remain calm

## I. Bomb Threat Procedures

(1) Obtain and review the ***Bomb Threat Checklist*** (available from the Facilities reception area.).

(2) If you receive a bomb threat:

- Check the exact time.
- Listen carefully to the caller's voice.
- Write down the caller's exact words.
- Use the ***Bomb Threat Checklist***.

(3) Ask questions, particularly about:

- Location of device,
- Time of detonation, and type of device.
- Listen for background noises.
- Note the time the caller hangs up.
- Hang up the phone. Immediately, before the next call comes in:
- Pick up the phone and dial \*57 (This will start a trace the call. There may be a cost for this service, it is okay to accept the cost.),
- Listen and write down what the recorded message says,
- Hang up again, pick up the phone and dial \*69 (This will give the phone number of the last call received, if available.), and
- Listen and write down what the recorded message says.

(4) Call the Moscow Police Department (9-911) and report:

- Your name.
- Location and telephone number you are calling from.
- The situation.
- Location of the device, if known.
- Time it is set to detonate, if known; ***{DO NOT APPROACH A PACKAGE TO IDENTIFY A TIMER}.***
  - Type of device, if known.
  - Exact time you received the call.
  - The information you received after you dialed \*57 and \*69.
  - Any other information on the ***Bomb Threat Checklist***.

(5) Inform your supervisor.

## J.Terrorist Events

(1) **Recognizing a Potential Terrorist Event.** It is difficult to know with certainty in what form a terrorist event will take place. It could be an obvious event involving an explosion and release of hazardous materials, or it could involve a covert method, such as mailing letters or packages containing hazardous materials. The following are guidelines for generic suspicious activities that should be reported to the Moscow Police Department at **208-882-COPS** or **208-882-2677** or, if life-threatening, at **9-911**:

- a. Anonymous tips, phone calls or notes indicating threatening events.
- b. People watching officials or offices.
- c. Unidentified or unattended packages left in or near offices.
- d. Requests for plans, blueprints, or specifications for buildings by people who have no reason for this information.
- e. People in places where they do not belong.
- f. Packages or heavy mail which have a peculiar odor or appearance.
- g. Confrontations with angry, aggressive or threatening persons.
- h. Extremely threatening or violent behavior by co-workers who indicate they may resort to revenge or more violence.

(2) **Securing and Accounting for Hazardous Materials.** The use of hazardous materials at the university requires safeguards and increased security. However remote the possibility, we should prevent the unintentional removal of biological agents, radioactive materials, and hazardous chemicals. By using common sense and the following steps, we can reduce the potential for problems:

- a. Do not leave laboratories, or other areas where hazardous materials are present, open and unattended. If you leave the area, make sure the door is locked.
- b. When not in use, return hazardous materials to their proper storage area. Storage areas in unattended spaces should be locked.
- c. Maintain an inventory of hazardous materials and routinely check these materials.
- d. Do not allow unauthorized personnel into your work space. Question people who enter your work space and who are unfamiliar to you.
- e. If you notice any hazardous materials missing or believe they have been stolen, please contact the Moscow Police Department at **208-882-2677** and the Environmental Health and Safety Office at **208-885-6524**.

(3) **Guidelines for Screening Suspicious Packages and Letters - Concerns for**

**Biological or Chemical Threats** NOTE: Although any threatened use of a biological or chemical agent must be treated as though it is real, experience has demonstrated that these are likely to be a hoax. If the suspected biological agent is reported as anthrax, be assured that it is NOT generally contagious (i.e., spread from person to person) and that treatment is available and effective if administered before the onset of symptoms.

**Common features of suspect packages or letters are:**

- There may be liquid leaking from package.
- They tend to have hand-applied postage.
- They have excessive postage.
- They are addressed to a position, not a person.

- There may be no return address.
- They are often hand written or have a poorly typed address.
- They tend not to be in business format envelopes.
- There may be misspelling of common words.

**They may have restrictive markings such as "Confidential", "Personal", etc:**

- They may have excessive weight and/or the feel of a powdery or foreign substance.
- There may be foreign post marks and/or writing.
- The source of the letter/package is not recognized by recipient/addressee.

**If you believe you have received a suspect package or letter, you should:**

- NOT open the letter or package.
- Contact Moscow Police at **208-882-2677**.
- Remain **at the site until police arrive with instructions. If possible:**

- **DO NOT TAMPER, PHYSICALLY EXAMINE OR MOVE THE PACKAGE.**
- **CORDON OFF THE AREA** and prevent unsuspecting passerby from entering the area.
- **EVACUATE the building, facility, parking area in an orderly and calm manner.**

**If you inadvertently open a suspect package/letter or if it is leaking liquid or an unknown substance, you should:**

- Immediately set the item down gently at the location where it was opened.
- Contact Moscow Police at **9-911**
- All potentially exposed persons should leave the area and wash exposed skin with soap and water.
- Return to an area within the building adjacent to the initial exposure and wait for police (For example, a hallway outside the original room).
- Do not allow others into the area. If anyone enters the area, they should stay in the area until instructed to leave by Moscow Police.
- Remember that this is NOT a medical emergency yet, but it is a potential contamination problem.
- This is also a potential crime scene - preserve evidence and pay attention to what you have seen or done.

**You should NOT do the following:**

- Pass the letter or package to others to look at
- Disturb any contents in the letter or package. Handling the letter/package may only spread the substance contained inside and increase the chances of it getting into the air.
- Ignore the threat, it must be treated as real until properly evaluated.
- Leave the building until instructed to do so.

**4. Guidelines for Screening Suspicious Packages and Letters: Concerns for Explosive Devices.** A suspicious package or letter may have any of the features listed above for suspicious packages and letters that may contain biological or chemical materials, including the following:

- They may have bumps, wires, or pieces of metal exposed.
- They may be heavy.
- They may have an excessive amount of securing material, such as tape, string, etc.

**If you suspect that a package or letter contains an explosive device, you should:**

- a. Not move or open the package or letter.
- b. Not let other people inspect or handle the package or letter.
- c. Immediately evacuate the immediate and surrounding area.
- d. Call **9-911** from a safe location.

## K. Natural Emergencies

- (1) During any Natural Disaster Emergency, it must be determined what course of action is best taken:
  - a. Evacuation
    - i. Personnel should evacuate building when building is not safe for operation, such as during a fire.
  - b. Sheltering
    - i. Personnel should take shelter in safest part of building when other parts of building may not be structurally sound or safe, such as during a tornado.
  - c. Shelter-in-place
    - i. Personnel should take shelter in immediate area within building, but away from windows or openings to building, such as a chemical spill.
  - d. Lockdown
    - i. Personnel should not leave the confines of the building for any reason unless notified otherwise.

## L. Telecommunications failure

- (1) Brief necessary staff
- (2) Execute communications assessment to include:
  - Inventory of assets, in use, in maintenance, on loan, and back-up
  - Infrastructure maintenance, performance, system saturation, usage, traffic
  - Current disaster recovery plan
  - Current emergency support personnel
  - Current service level agreements and response time from vendors
  - Current priority of all forms of services
  - Communications and systems repairs



- Current network resiliency, redundant paths, and primary/secondary/fail over systems
  - Most current vendor, service provider, state, federal contacts
- (3) After establishing what is in inventory and available, determine level of support system can provide. Establish the following three-tiered priority list for understanding impact of losing an asset:
- Mission Critical- Catastrophic breakdown in response ability, that could result in major loss of life, property, and system trust breakdown. Requires immediate attention
  - Important- Sever decrease in the ability to respond to emergency needs. Potential for excessive loss of life or property only critical responses could be met.
  - Minor- Full capabilities could be apparent to the public w/modifications to the system and its architecture or software
- (4) Perform a communications line assessment to determine operational status of organization to outside world
- Activate backup systems to compensate for failed communication systems
  - Complete repairs on communications system and contact vendors to assist with repairs
  - Conduct situational awareness surveys/analysis to provide reports to the emergency management team
  - Develop risk modeling based on First Responder infrastructure and response based on the top disasters in which your area is prone. Should include best case to worst case scenarios
  - Identify weaknesses in system, address costs and results of fixing these issues

## M. Domestic Water contaminant

Any water contaminant requires that an alternate water source be provided. Once a water contaminant is confirmed in the domestic water supply, the following steps must be taken:

- a) Evaluate all information about contamination incident
- b) Revise public health response measures as necessary
- c) Consult with appropriate officials to develop remediation and recovery plan
- d) Characterize contaminated area
- e) Evaluate options for treating and rehabilitation
- f) Develop disposal strategy for decontamination of residuals
- g) Develop sampling analysis strategy to confirm remediation
- h) Develop communication and public health relations plan
- i) Implement remediation and recovery plan
- j) Return to normal operations.

## V. RISK MANAGEMENT ASSESSMENT.

Each unit within Facilities conducts the following risk management assessment annually and updates base upon Critical Needs, Activities and Essential personnel required to maintain University emergency management and responses to an incident. Personnel, Equipment and Assets identified within the risk management matrix are priorities for the University to focus energy and effort during an emergency response and reflect reportable property, activities and services to be sustained and protected during an emergency. Each unit lists their critical assets, activities and services within their appendix. Units are to identify essential personnel responsible for returning to the UI Campus for the purpose of completing essential tasks and responsibilities necessary to respond to an incident.

#### A. Critical Assets, Activities, and Services.

The following are identified as critical requirements for this unit during a building or campus emergency, which are necessary to protect property, research and other activities, and provide services to the university community. The unit should identify critical equipment, activities, or services that should be maintained during an emergency (e.g., - computer servers, ultra-cold freezers, equipment requiring liquid nitrogen, vacuum systems, heating and cooling, utilities, animal care, etc.) and if there are provisions already in place to protect the operation of this equipment (e.g., - emergency power, shut-down procedure, etc.). If there is not a provision in place to protect this equipment, state what would be needed. Please only list what is absolutely critical due to costs, irreplaceable value, essential service, etc. Please note that provisions to protect the item may not be available due to cost or practical issues.

Also list personnel who would be needed to maintain critical activities and services (e.g., caring of animals, providing utility services, maintaining valuable equipment, etc.)]

#### (1) Critical Assets. *{Define Critical Assets by functional area}.*

##### a. LES.

- **ARB** – 1 staff with skills operating trucks, tractors, chain saws, skid steers, mowers, etc. Labor available for multiple emergency type tasks like filling sand bags, plowing snow, barricading roads, etc.
- **BEX** – 4 staff- skilled heavy equipment operators; concrete, masonry, roof repair skills as well. Familiar with storm sewer drainage system.
- **CMS** – Mail & Package Delivery – staff knowledgeable concerning Federal guidelines for mail & packages. Capable of driving vehicles. Could be used as general labor if needed in an emergency.
- **GLS** – 2 staff- skilled mechanics for the repair of vehicles and equipment both large and small.
- **LND** – 12 staff with skills operating numerous trucks, tractors, skid steers, mowers, and other small equipment. Labor available for multiple emergency type tasks like filling sand bags, plowing snow, barricading roads, etc.
- **RSSW** – 7 staff – knowledge/skills in proper disposal of waste of all types, as well as rules/regulations for disposing of state property - Can operate large trucks and forklifts.

- ##### b. UES. Critical utility services provide essential life support services to the campus. Services identified below provide information regarding the responder and back-up service in the event of an outage during the most likely event and not the most dangerous event. See Appendix C-1, UES for specific contingency responses.

- **Central Energy Plant.** Contact the Director, Manager and Supervisors of UES. Most likely event is a failure in the electrical system with the most next likely event a failure in boiler.
  - **Water Systems.** Contact the Director, and Water Systems Manager of UES. Most likely event is an equipment failure.
  - **Electrical System.** Contact the Director of UES or Director of TRADES. Notify AVISTA Power and request support. Customer Service Number (
  - **Back-up Power Generation.** Notify the Director of UES and the Director of Trades. Initiate responses as required.
- c. AES. Provides building damage assessments, Architectural and Engineering planning services throughout all phases.
  - d. TRADES. Provides building emergency repair and construction services throughout all phases.
  - e. Building Services: 62 staff available which are skilled at utilizing custodial equipment including wet/dry vacuums, flood pumps, and fans. Also labor is available for emergency type tasks like filling sand bags, shoveling snow, barricading roads, etc.
  - f. Business Management Services. Provides human resource management services, purchasing and acquisition services throughout all phases.
  - g. Sustainability.

(2) Activities. ***{Define Critical Activities base upon phase of incident}***

- a. Response. Facilities provides services for backup power generation, water systems, snow removal, facility damage assessments, emergency repair, emergency construction services, general engineering and construction management during a response.
- b. Recovery. Facilities supports recovery with restoration of facilities and utilities services to the campus population.
- c. Mitigation. Facilities maintains a long range campus masterplan supporting holistic programs support the built environment.

- d. Planning. Facilities maintains a long range campus masterplan supporting holistic programs support the built environment. Establishes mutual aid agreements with intra-state and agencies supporting public works and emergency response.

(3) Services.

- a. Response. Restoration of utility services, emergency repairs, establish trafficability through key arterials for emergency responders.
- b. Recovery. Damage assessment and repair, construction management, professional services acquisition, vendor contracts and near term alteration and repair of facilities. Claims filing.
- c. Mitigation. Planning services focused upon personnel and physical asset protection through all hazards.
- d. Planning. Planning services are a continuation and include the established of mutual aid agreements, contracts and other agreements supporting response and recovery.

**B. Essential Personnel.**

Part B lists personnel needed to oversee activities or provide services during an emergency. The unit administrator will contact personnel as needed during unit or campus emergencies.

Since we are Facilities, all equipment and personnel are of a critical nature, depending on the type of maintenance, repair, or emergency we are responding to. In the case of a destructive emergency happening to our own building complex, there will be serious ramifications for campus as a whole if any shops equipment or materials are damaged or destroyed. This may be seasonally dependent as well. Currently our main complex is already protected with backup generators and systems to allow the complex to continue operations of a limited capacity. The Facilities Emergency Response SUB-Plan (SUB-ERP) already outlines the various categories of emergencies and how our personnel will respond to them for campus or our own complex.

Depending on how you view the criticality of the equipment Facilities owns for keeping campus operational, the list for critical equipment operation could be considered to be very long, or we can consider that all equipment can be replaced, and if we have the tools and materials still available to us from the fleet vehicles, we can manage for a few days. The two main critical items then becomes

1. A place to set up the information transfer equipment & personnel (i.e. front desk communications and computer system setup for FAMIS; Banner; and Email)
2. Reclamation/storage/salvage operations for AES archived information concerning all campus buildings and infrastructure systems. We are currently 98% backed up for information on ITS Services which have a redundancy system. Within a few months, it will be 100%. Everything else at Facilities is just a matter of replacing equipment and finding suitable structure to safely house Facilities staff and equipment.

**3. VI. Directorate SOP(s) :** The SOP is current as of July 18, 2016, and under a 5-year revision resultant from an ongoing reorganization initiative by the University of Idaho. A new SOP will include Concessionaire contributions as part of the broader Utility and UI Team. Directorate SOP's are under revision as a result of ongoing reorganization with a publishing date on or about September 30, 2020.

**APPENDIX D****Asbestos Management Program****35.01 - Asbestos Management**

September 15, 2009; <https://www.uidaho.edu/governance/policy/policies/apm/35/01>

**A. General.** Asbestos is a fibrous mineral that was used in many products due to its flammability and chemical resistance, and high strength. The most common uses of asbestos are in pipe and thermal insulation and in linoleum and floor and ceiling tile. Asbestos can be found in many other products such as thermal protective gloves, scientific apparatus, and fume hoods. Exposure to asbestos fibers has been shown to be a respiratory health hazard. Asbestos can cause damage to the lungs, either by scarring of the lung tissue or by cancer formation. The presence of asbestos does not necessarily mean there is a health hazard or risk. Asbestos-containing materials that are in good shape and have not been damaged do not pose a health risk. Therefore, it is imperative that asbestos-containing materials not be disturbed, damaged, or removed during university activities.

**A-1. Items That May Contain Asbestos.** The following are examples of items that may contain asbestos: Linoleum, floor tile, ceiling tile, sprayed-on ceiling materials, pipe insulation, fume hoods (transite), thermal protective wear (e.g., gloves), high temperature gaskets, scientific apparatus (e.g., ovens, furnaces), laboratory counter tops, window putty, building siding, and roofing materials.

Please be aware that products manufactured today still may contain asbestos. Examples of products that may contain asbestos include vinyl floor tile, roofing felt, roof coatings, brake pads, and gaskets.

**A-2. Requirements.** The management and removal of asbestos is regulated by federal and state regulations. These regulations specify how material is to be sampled and analyzed, when and how asbestos-containing materials are to be removed, precautions that must be taken during removal to protect workers and the public, and how to dispose of asbestos-containing materials. Federal regulations require that buildings be surveyed for asbestos-containing materials prior to any renovation or demolition activity. In addition, there are notification requirements to the EPA for any demolition project and for renovation projects that exceed a certain level of asbestos abatement activity.

**B. Notification.** The Environmental Health and Safety Office, (208) 885-6524, must be contacted prior to any activity that will or may disturb, damage, or remove known or suspected asbestos-containing materials, and must approve any asbestos related activity prior to it taking place. The Environmental Health and Safety Office must also be notified prior to demolishing any area, building or structure. *[rev. 9-09]*

**C. Procedures.**

**C-1. Damage or Removal of Asbestos-Containing Material.** If any known or suspected asbestos-containing material is accidentally disturbed, damaged, or removed, contact the Environmental Health and Safety Office immediately at (208) 885-6524.

**C-2. Removal of Items Containing Asbestos.** If you have asbestos-containing items that you would like to dispose of, contact the Environmental Health and Safety Office at (208) 885-6524 or Facilities Services at (208) 885-6246 to arrange for disposal of these items.

**C-3. Testing of Items for Asbestos.** If items are suspected of containing asbestos, contact the Environmental Health and Safety Office, (208) 885-6524, for sampling and testing of these items.

**C-4. Arranging for Surveys Prior to Renovation or Demolition.** Contact the Environmental Health and Safety Office at (208) 885-6524 prior to conducting any renovation project or demolishing any building or structure to determine asbestos survey and notification requirements.

**D. Required Training.** Personnel whose activities may contact, but not disturb, asbestos containing materials must attend an Asbestos Awareness course. Examples include, but are not limited to, maintenance, shop, building services, and laboratory personnel. Please contact Environmental Health and Safety, (208) 885-6524, for information regarding this course. *[add. 9-09]*

**E. Information.** For additional information regarding the management of asbestos contact the Environmental Health and Safety Office at (208) 885-6524. *[ren. 9-09]*



## **Interim Asbestos Management Plan**

### **1. Scope:**

This Interim Asbestos Management Plan applies to all locations as outlined in the University of Idaho's Administrative Procedures Manual (APM) 35.01, Asbestos Management

### **2. Purpose**

The Asbestos Management Plan (AMP) establishes policy and procedures to manage asbestos and ensure compliance with applicable federal, state and local regulations. The compliance procedures outlined herein are intended to complement compliance responsibilities outlined in U of I APM 35.01 & U of I Air Permit #T1-2017.0048 with Idaho Department of Environmental Quality (IDEQ).

### **3. Definitions / Acronyms**

**Asbestos Hazard and Emergency Response Act (AHERA)** is the U.S. Environmental Protection Agency (EPA) regulation requiring education facilities to inspect asbestos- containing materials (ACM), prepare an asbestos management plan and perform asbestos actions specific to the regulation.

**Asbestos Containing Material (ACM)** is any material that contains one percent or more asbestos by weight. Common examples of ACM include but are not limited to: pipe and boiler insulation, sprayed on fireproofing, troweled-on acoustical plaster, floor tile and mastic, floor linoleum, asbestos- cement board or shingles, roofing materials, wall and ceiling plaster or joint compound, ceiling tiles, and gasket materials.

**Asbestos Survey** is a building assessment created by EHS with materials sampling and documented in a written report that must be completed prior to any construction, renovation, remodeling, maintenance, repair, or demolition to determine whether materials to be worked on or removed contain asbestos. EHS performs sampling and oversees asbestos related activities.

**Negative Exposure Assessment (NEA)** means a demonstration by EHS that employee exposure during an operation is expected to be consistently below the permissible exposure limit (PEL).

**Presumed Asbestos-Containing Materials (PACM)** are materials that have historically contained asbestos including, but not limited to, surfacing materials, thermal system insulation, roofing material, fire barriers, gaskets, flooring material, and cement siding.

#### **Categories of Asbestos Work**

According to federal regulation CFR 1926.1101, removal or maintenance of Asbestos falls under one of four categories:

- **Class I** asbestos work means activities involving the removal of TSI and surfacing ACM and PACM.

- 32 hour abatement worker training.
- Or 40 hour contractor/supervisor training
- **Class II** asbestos work means activities involving the removal of miscellaneous ACM. This includes, but is not limited to, wallboard, floor tile and sheeting, roofing and siding shingles, and mastics.
  - Same as Class I training
- **Class III** asbestos work means repair and maintenance operations, where ACM, including TSI and surfacing ACM and PACM may be disturbed.
  - 16 hour training maintenance and custodial training.
- **Class IV** asbestos work means maintenance and custodial activities during which employees *contact but do not disturb* ACM or PACM, such as stripping ACM floor tile.
  - 2 hour awareness training

#### 4. Department Responsibilities

##### A. Environmental Health and Safety (EHS)

Environmental Health & Safety (EHS) maintains this plan and is responsible for overseeing compliance with this plan, and applicable regulations and policies. EHS will provide consultation services and assistance with rule application, interpretation, program policies, and work practices. EHS industrial hygiene team will review ALL construction and alterations projects and periodically review to ensure compliance with this plan, and applicable regulations and policies.

##### B. Facilities – all sites

The following locations, organizational units, and extension centers must conduct their own building maintenance and/or custodial service.

- Univ. of Idaho Moscow Campus
- CDA/Post Falls/Sandpoint
- Nancy M. Cummings Research Extension and Education Center
- Boise Water Center / Idaho Law & Justice Learning Center
- McCall Outdoor Science School
- Caldwell Research & Extension Center
- Parma Research & Extension Center
- Kimberly/Twin Falls Research & Extension Center
- Hagerman fish Culture and Experiment Station
- Aberdeen Researcher & Extension Center

Facilities Services and AES shall contact EHS with new projects to be reviewed for compliance. Facilities is responsible for hiring a qualified outside contractor with certified workers who are adequately trained

to perform the work required. The qualified person or agent must be trained and current (certified) according to U.S. Environmental Protection Agency (EPA) requirements found in the Asbestos Hazard Emergency Response Act (AHERA) such as an AHERA Building Inspector or Asbestos Supervisor.

The hired contractor should provide to EHS & Facilities a written operation/maintenance/safety plans that complies with best practices. This includes, but is not limited to, developing safe work practices and controls, adequate training of the contractor's employees, daily work plans, responding to reports of damaged ACM, restricting access to hazardous spaces to prevent exposure, and maintaining labels and signs to warn of ACM.

### **C. Other campus units**

Sections of this plan that apply or could apply to other departments include:

- i. Reporting of damaged ACM (section E)
- ii. Training employees

## **5. Procedures**

The following general procedures outline how asbestos work will be conducted and how ACM will be managed in place.

### **A. EHS Procedures**

EHS is responsible for following internal Asbestos Standard Operating Procedure #1-8 and provide oversight of all asbestos related activities. These documents are available at the EHS office.

### **B. Facilities**

The Hazardous Materials Coordinator is responsible for small scale abatement activities which complies EHS Procedures and federal requirements set forth under 40 CFR 61 Subpart M.

### **C. Other Departments**

Always request a survey for regulated building materials before any alterations or renovations to a building occur, including but not limited to:

- Hanging pictures
- Installing cabinets
- Installing bookshelves
- Modifying doors, walls, ceilings, etc.

### **D. Asbestos work (Class I, II and III) by outside contractors**

Work impacting ACM in pipe lagging, fire proofing, gaskets, mastics, ceiling systems, electrical systems, roofing materials, conveyance brakes, cement asbestos board, and other ACM is to be conducted by a certified asbestos contractor and performed by certified asbestos workers, per regulation.

ACM may be damaged by wind, vibration, water, or by contact through normal building use, demolition, renovation and construction. Asbestos that is damaged or worn to a degree that has the potential to release fibers must be repaired or removed upon discovery, to decrease the potential for exposure.

Departments or units that identify building damage need to notify EHS & Facilities so that they may assess the damage and determine if the damage includes ACM.

### **E. Reporting requirements**

During routine maintenance and custodial services, facilities department personnel should evaluate the condition of ACM and perform the following:

- i. All University employees are expected to report suspected and damaged ACM to EHS.
- ii. Assessing and closing spaces for occupancy  
When ACM or material that is suspected of containing asbestos has been reported as damaged or disturbed, EHS will promptly investigate the area and collaborate with Facilities to close the space to occupancy.
- iii. Notifications  
Facilities will post temporary signage at all entrances indicating the space is temporarily closed to occupants and provide notification to the building coordinator/manager and other parties needing immediate notification.
- iv. Repairing damaged ACM  
Facilities will contract for the repair of damaged ACM and open the space for occupancy after a visual assessment and/or following clearance air monitoring by EHS.

### **F. Warning signs and labels for ACM**

- i. Signs  
Areas with ACM must be signed as a warning symbol prior to area entry.
- ii. Labels  
Where unlabeled ACM exists above ceilings and other concealed spaces, general warning labels are required to limit access to only authorized personnel. General warning labels at the access points are not required if ACM components have already been labeled.

### **G. Specific work procedures**

U of I Facilities established work procedures that cover:

i. Work in spaces above ceilings with ACM fire proofing

Ceiling spaces with asbestos-containing fire proofing will be managed as restricted access spaces. When access is required for any reason, certified asbestos workers will remove and clean the top of the ceiling tiles in the area to be accessed by others unless such a procedure is not required as determined through a hazard assessment conducted by EHS. Facilities departments will restrict access to these spaces through warning labels and administrative controls.

ii. ACM floor tiles maintenance work

Facilities departments will monitor ACM floor tiles for wear, using their custodial services to provide a protective coating (wax or sealer), or request use of floor mats to prevent damage that could result in release of asbestos fibers. If tiles are found to be damaged, then they will be repaired or replaced by other qualified personnel.

iii. Wallboard systems with asbestos-containing joint compound work

Unless sampling demonstrates that the wall system is asbestos free, specific regulatory work practices and training requirements apply. Work on asbestos-containing joint compound in wallboard systems that has been sampled and found to contain asbestos (that is less than one percent asbestos) must be managed using a specific work practice including containment, personal protective equipment (PPE) and formal training.

#### H. Health Assessments

Health Assessments shall be performed by a medical healthcare provider. EHS will refer employees under medical surveillance to the University's contracted medical healthcare provider (Total Health Physician group).

## 6. Employee Training

Asbestos training for University employees is provided by EHS. Course offerings are outlined on the EHS website.

**A. Online asbestos awareness:** Hiring managers assign all new employees online asbestos awareness training to familiarize them with the health effects of asbestos exposure, building materials that contain asbestos, and how to recognize and report damaged ACM.

**B. EHS Building Inspectors:** EHS employees performing building inspections to identify ACM through sampling work are required to complete a 24-hour AHERA Building Inspector

training provided by a qualified asbestos trainer and maintain certification through an annual 4-hour refresher courses.

**C. EHS Asbestos Supervisors:** EHS employees supervising asbestos activities are required to complete a 40-hour AHERA Asbestos Supervisor training provided by qualified asbestos trainer and maintain certification through an annual 8-hour refresher courses.

**D. Facilities Asbestos Worker:** Facility Service employees who remove, encapsulate, enclose, repair or disturb friable or non-friable asbestos, and handle asbestos material in any manner which may result in the release of asbestos fiber on an asbestos abatement project must complete a 32 hour asbestos abatement worker training by a qualified asbestos trainer and maintain certification through an annual 8-hr refresher course.

## **7. Exposure Assessment**

### **A. Personal Air Monitoring / negative exposure assessment (NEA)**

Personal monitoring of university worker exposures will be conducted only by EHS in a manner sufficient to validate the effectiveness of ACM work procedures and control methods. Personal air sampling will be conducted for University employees in accordance with the asbestos regulations. Contractors performing work may provide their own personal air monitoring but must provide that information to the UI at the end of every project, or upon request from EHS or Facilities. Area air monitoring and dust bulk samples will not be used in lieu of personal air sampling to document potential exposure for employees.

### **B. Medical surveillance**

Employees who may possibly be exposed to asbestos above the permissible exposure limit (PEL) will be enrolled in the EHS Respiratory Protection & medical surveillance programs. This generally applies to employees performing Class I, II, or III work.

## **8. Oversight protocol**

EHS has overall responsibility to assure compliance with the regulations that govern the management of regulated building materials. EHS Industrial Hygienist is the responsible official with regulatory agencies (IDEQ, EPA).

However, it is the responsibility of each organizational unit and/or department involved in the planning, leasing or selling of real estate, capital construction and demolition projects, maintenance, repair and renovation of University properties to develop specific safety plans that meet the requirements of all EHS policies and procedures for the management of all regulated building materials. UI Project managers must provide intent to perform work and contact EHS with any upcoming projects to determine if regulated materials would be impacted by the work. EHS is the determining factor for

asbestos oversight and must be informed during the planning stage of any project that might impact ACM.

Many buildings on campus are known to have asbestos-containing building materials. These materials are routinely inspected, and if in poor condition, it is removed. Remaining asbestos-containing materials are in to be maintained in good physical condition and labeled.

## 9. Services Available

EHS department provides the following services:

- Project plan review with project managers, Department of Public Works, or outside contractors.
- Materials sampling (analysis cost is carried by project managers)
- Air sampling for establishing initial exposure determinations for workers potentially exposed to regulated building materials during their work activities
- Air clearance samples after renovation projects (analysis cost is carried by project managers)

## 10. Construction, alteration, maintenance, and minor installations

### A. Minimizing ACM in new construction

U of I Architectural and Engineering Services (AES) manage the construction planning to minimize the introduction of ACM in new construction and renovation.

### B. General requirements for abatement

AES is responsible for planning building alterations, renovation or maintenance work where ACM may be disturbed, and shall comply with all federal, state and local asbestos regulations to protect workers, occupants, and the environment. AES will review project plans with EHS then obtain historical data from EHS or conduct an asbestos survey in the vicinity of planned work using a certified AHERA Building Inspector. Employees, consultants or contractors working on ACM shall be asbestos certified and use best work practices, equipment and controls to protect themselves and occupants.

### C. Capital projects

Capital projects that impact ACM must include EHS for oversight to review records and survey all areas within the scope of the project for ACM or consult with Facilities on asbestos records. If needed, the project consultant will develop a project design for removal and disposal of ACM. Units contracting consultant services will periodically review qualifications and audit performance. Project managers must use EHS or an AHERA-certified consultant for survey, design and abatement work for capital projects.



All samples associated with asbestos surveys must be analyzed by an accredited National Volunteer Laboratory Accreditation Program (NVLAP) laboratory, sampling results shall be provided to the project manager at Facilities.

#### **D. Maintenance work**

Building maintenance that is anticipated to require any form of demolition or work within proximity of ACM in a manner where disturbing ACM is anticipated requires EHS to determine the protection or removal of ACM prior to beginning work.

#### **E. Minor alterations/installations**

Facilities must be informed of any departments performing or contracting minor installations or alterations, including office furnishings, audio visual equipment and other such work.

#### **F. ACM Analytical testing**

All asbestos samples should be collected by EHS industrial hygienist or IH specialist and should be sent under Chain of Custody (COC) to an NVLAP accredited laboratory. Testing costs associated with all projects are carried by the project manager.

### **11. AHERA Regulated Buildings**

EHS will perform periodic surveillance of ACM every 6 months, and re-inspect ACM for damage. The following building are managed under the AHERA management plan:

- Buchanan Engineering Laboratory
- College of Natural Resources
- Hartung Theatre
- Menard Law
- Physical Education Building

### **12. Real Estate**

#### **A. Leasing space from private-sector owners**

UI Real Estate office (UIRE) should negotiate leases that:

- 1) Require landlords to comply with federal, state and local asbestos regulations (including other hazardous or regulated building materials regulations),
- 2) Require notification to the University of any disturbance of these materials,
- 3) Require the landlord to provide an assessment of the presence, location and quantity of asbestos or suspect ACM upon request, to any maintenance personnel and contractors prior to commencing construction and alteration (renovation and demolition) work.

### 13. ACM Records & Archives Management

Records shall be stored and retained by the EHS office. Records are stored in fashion that complies with EHS internal Industrial hygiene Specialist SOP #4 "Maintenance of ADAM Database and Paper filing for Asbestos Documents." Project managers are responsible for delivering or forwarding asbestos related records to EHS.

Upon demolition or renovation, facilities departments will confer with University Records Management Services to coordinate the storage of paper and electronic records for the required retention period. If a UI building is sold, asbestos survey records shall be transferred to the successive building/facility owner while retaining a copy in accordance with University retention schedules and University Records Management Services requirements.

Employee exposure and area air monitoring data will be retained for the minimum required time of employment duration, plus thirty years. Training records will be retained for at least one year past the end of employment.

### 14. Agency Liaison and Reporting

EHS is the liaison to federal, state, and local regulatory compliance inspectors; EHS shall be notified of alleged violations and other complaints; and meets with regulators to facilitate investigations. Other units will refer regulatory agencies to EHS.

APPENDIX F

Design Standards



**University of Idaho**

Architectural and  
Engineering Services

**DESIGN GUIDELINES  
and  
CONSTRUCTION STANDARDS**

*Prepared by.*

Architectural and Engineering Services

University of Idaho

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*Director.*

Raymond Pankopf, NCARB

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## Version 2020-5.4

INTRODUCTION

The University of Idaho is the state's land-grant research university. From this distinctive origin and identity comes our commitment to enhance the scientific, economic, social, legal and cultural assets of our state and to develop solutions for complex problems facing our society. We deliver focused excellence in teaching, research, outreach and engagement in a collaborative environment at our residential main campus in Moscow, regional centers, extension offices and research facilities across Idaho. Consistent with the land-grant ideal, our outreach activities serve the state as well as strengthen our teaching, scholarly and creative capacities statewide.

Our educational offerings seek to transform the lives of our students through engaged learning and self-reflection. Our teaching and learning includes undergraduate, graduate, professional and continuing education offered through face-to-face instruction, technology-enabled delivery and hands-on experience.

The physical facilities at the University of Idaho exist to aid in the achievement of this mission. Our facilities must not only be accommodating, inspirational and sustainable in their design, they must also be cost efficient to operate and maintain.

The goal of these Design Guidelines and Construction Standards is to document institutional experience, knowledge and standards associated with the design and construction of projects that contribute to a manageable and maintainable inventory of high-performance facilities throughout the State of Idaho on all properties owned by the Board of Regents, the University of Idaho.

These guidelines are intended to be used to:

- ... provide guidance for University of Idaho staff who are tasked with oversight and management of design and construction projects on University properties.

- ... assist architects, engineers and design professionals in understanding the policies, standards, procedures and preferences of the University related to the planning, design, maintenance, construction and repair of University facilities.

- ... assist contractors to understand the policies, standards, preferences and special conditions required to safely and efficiently engage in construction work on University properties.

The requirements of these guidelines and standards are not intended to supersede any adopted or applicable building code, ordinance, statute, regulation or law. If there is a conflict with any requirement in the design guidelines or the construction standards, the applicable code or law takes precedence.

The requirements of these guidelines and standards are not intended to limit design expression, creativity, or material selections for design professionals, nor are they intended to dictate means, methods, techniques and procedures for contractors. The University of Idaho highly values the industry expertise and dynamic problem-solving capabilities of our growing community of consultants and contractors. We endeavor to support these relationships and to foster an atmosphere where university staff, consultants and contractors can thrive personally, prosper professionally, and be proud of the work

accomplished in support of the University's greater mission.

The Design Guidelines and Construction Standards document is intended to be a 'living' document, designed to keep abreast of new and better procedures, technologies, materials, products, and strategies available in the design and construction industry. This document will be reviewed, edited, and amended on an annual basis, or as needed, to keep up with evolving standards.

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## SECTION I DESIGN GUIDELINES



## **CHAPTER 1 - SCOPE and INTENT**

These Section I - Design Guidelines and referenced appendices are for Design Professionals (architects, engineers & specialty consultants) and Contractors (public works contractors or other vendors) who are engaged in design or construction agreements with the University of Idaho. They are not intended to modify or eliminate any of the terms or provisions of the Owner/Consultant/Contractor Agreements. If conflicts occur between the Agreement and these guidelines, the Agreement shall govern. The University of Idaho Project Manager will determine which guidelines are applicable for individual projects.

The Design Guidelines are heavily weighted to give guidance and instructions to Design Professionals in the production of contract documents and specifications that will form the basis of requirements for construction documentation. Contractors are encouraged to read these guidelines to understand University requirements and to especially review "Chapter 13 – Public Works Contracting Requirements".

Both Design Professionals and Contractors are directed to review Section II – Construction and Technical Standards. Contractors should review on-campus work requirements outlined in "Division 1 – General Requirements".

The requirements of these guidelines and standards are not intended to supersede any adopted or applicable building codes, ordinances, statutes, regulations or laws. If there is a conflict with any requirement in the design guidelines or the construction standards, the applicable code or law takes precedence.

## **CHAPTER 2 - STATUTES, REGULATIONS, and POLICIES**

### **2.1 Contracting Authority**

#### **2.1.1 History**

The University of Idaho was founded January 30, 1889, by an act of the 15th and last territorial legislature. That act, commonly known as the university's charter, became a part of Idaho's organic law by virtue of its confirmation under article IX, section 10, of the state constitution when Idaho was admitted to the union. As the constitution of 1890 provides, "The location of the University of Idaho, as established by existing laws, is hereby confirmed. All the rights, immunities, franchises, and endowments heretofore granted thereto by the territory of Idaho are hereby perpetuated unto the said university. The regents shall have the general supervision of the university and the control and direction of all the funds of, and appropriations to, the university, under such regulations as may be prescribed by law."

Under these provisions, the University of Idaho was given status as a constitutional entity. Though the university is to be governed under regulations as may be prescribed by law, the regents were specifically given control of the funds and conditions of employment. Thus, the Board of Regents (designated in the territorial act as a body corporate and named "The Regents of the University of Idaho") has wide-ranging authority not inherent in the governing board of the other institutions in Idaho's state system of higher education.

#### **2.1.2 Idaho State Board of Education - Governing Policies and Procedures**

Section V. Financial Affairs, Subsection C, Paragraph 1.c - The University of Idaho and the Board of Regents of the University of Idaho, by virtue of their constitutional status and unique standing under federal or state law, may expend certain monies which are not General Fund monies without the overall supervision and control of any other branch, department, office, or board of Idaho state government.

## **2.2 Design & Construction Managed by the University of Idaho**

If the project funding for a design and construction project is entirely composed of federal grants, internal capital or private monies, and no funding from the State of Idaho Permanent Building Fund is involved, then the project will be managed at the University of Idaho level and the Regents, University of Idaho will be the Owner. The State of Idaho, Division of Public Works will have no involvement in the project. Under this situation, the University of Idaho, Facilities, Department of Architectural and Engineering Services will manage the design and construction of the project.

(These Design and Construction Guidelines are most specifically aimed at this scenario.)

## **2.3 Design & Construction Managed by the State of Idaho Division of Public Works**

If the funding received for a design and construction project includes any funding from the State of Idaho Permanent Building Fund, usually through legislative appropriation, the project will be constructed under the auspices of the State of Idaho Division of Public Works (DPW). At that point, DPW will assign the project to one of their project managers. Although the University of Idaho will have considerable input, the University will be considered the Agency, and DPW will be considered the Owner. All contracts will be administered and signed by DPW, and the Owner's representative will be the DPW Project Manager. All project standards will follow DPW rules and regulations. <https://dpw.idaho.gov/>

Design Professionals and Contractors working on University of Idaho projects under the administration of the Division of Public Works shall still be expected to review the UI Design Guidelines and Construction Standards.

## **2.3 Regents Authorizations and Approvals**

Idaho State Board of Education - Governing Policies and Procedures;  
Section: V. Financial Affairs; Subsection: K. Construction Projects

### **2.3.1 Authorization Limits**

Without regard to the source of funding, before any institution or agency under the governance of the State Board of Education begins to make capital improvements, either in the form of alteration and repair to existing facilities or construction of new facilities, it must be authorized based on the limits listed below. Projects requiring executive director or Board approval must include a separate budget line for architects, engineers, or construction managers and engineering services for the project cost.

- Agency Level Authorization: \$500,000 or less
- Executive Director Authorization: \$500,000 to \$1,000,000
- Full Board Authorization: Greater than \$1,000,000

### **2.3.2 Major Projects - Capital Construction Plans**

Institutions and agencies under the governance of the Board wishing to undertake capital construction projects shall submit to the Board for its approval a six-year capital construction plan (the "Plan"). The Plan shall span six fiscal years going forward starting at the fiscal year next. The Plan shall include only capital construction projects for which the total cost is estimated to exceed one million dollars (\$1,000,000) without regard to the source of funding (hereinafter, "major projects"). A Plan shall constitute notice to the Board that an institution or agency may bring a request at a later date for Board approval of one or more of the projects included in its approved Plan. Board approval of a Plan shall not constitute approval of a project included in the Plan.

Before any institution or agency under the governance of the Board solicits, accepts or commits a gift or grant in support of a specific major project, such project must first be included on the institution's or agency's Board-approved six-year Plan.

### **2.3.2 Major Projects Approval Process**

#### **2.3.2.1 Planning and Design Approval**

Planning and Design approval is required before any institution or agency begins planning and design on a major project carried out under the traditional “design-bid-build” method. For design-bid-build projects, planning and design encompasses the preparation of architectural and engineering documents and associated budget and schedule information through the completion of the construction documents for bidding. This approval may not be requested concurrently with any other step in the major project approval process. As part of the Board’s approval process for planning and design, the Board may request the institution or agency to submit a preliminary project budget and financing plan (including pro forma financials, debt/operating expenses ratios, pledges, strategic facilities fees, and other material financial information).

#### 2.3.1.2 Project Budget and Financing Approval

Board approval of a project budget and financing plan (including pro forma financials, debt/operating expenses ratios, pledges, strategic facilities fees, and other material financial information) is required for a major project. This approval may be requested only after completion of the design and planning process and may be requested concurrently with approval for construction.

#### 2.3.1.3 Construction Approval

Construction approval is required to proceed with the construction of a major project. In order to obtain Board approval for construction of a major project, the Board must approve the project budget and financing plan. This approval may be requested concurrently with approval of the project’s budget and financing plan.

#### 2.3.1.4 Final Approval – Financing and Incurrence of Debt

Approval for financing capital projects via the issuance of bonds, or incurrence of any other indebtedness, is required pursuant to Board policy V.F. for a project that has previously received approval for construction. (All other projects financed entirely without indebtedness do not need separate approval for financing.) The Board will not consider concurrent requests for approval for construction and debt financing for the same project. Therefore, institutions seeking approval for project debt financing must bring a request for said approval to a Board meeting subsequent to the meeting at which project construction is approved.

## **2.4 Public Works Bidding Levels**

### **2.4.1 Authority**

Idaho Code: Title 67 - State Government and State Affairs; Chapter 28 - Purchasing by Political Subdivisions.

### **2.4.2 Bidding Not Required**

IC 67-2803 - When a political subdivision contemplates an expenditure to procure public works construction valued at less than fifty thousand dollars (\$50,000), there are no requirements for bidding.

### **2.4.3 Abbreviated Bid Process**

IC 67-2805(1)(a) - When a political subdivision contemplates an expenditure to procure public works construction valued at or in excess of fifty thousand dollars (\$50,000) but not to exceed two hundred thousand dollars (\$200,000), the solicitation for bids for the public works construction to be performed shall be supplied to no fewer than three (3) owner-designated licensed public works contractors by written means, either by electronic or physical delivery. The solicitation shall describe the construction work to be completed in sufficient detail to allow an experienced public works contractor to understand the construction project the political subdivision seeks to build.

### **2.4.4 Formal Bidding Process**

IC 67-2805(2)(a) - When a political subdivision contemplates an expenditure to purchase public works construction valued in excess of two hundred thousand dollars (\$200,000), the purchase

of construction services shall be made pursuant to a competitive sealed bid process with the purchase to be made from the qualified public works contractor submitting the lowest bid price complying with bidding procedures established by the bid documents.

## **2.5 Building Codes / Authorities Having Jurisdiction**

### **2.5.1 Division of Building Safety**

The State of Idaho, Division of Building Safety (DBS) is the Authority Having Jurisdiction (AHJ) for adopted building codes. The Design Professional is encouraged to communicate with DBS directly regarding code questions and interpretations. The Design Professional will officially transmit completed documents to DBS. The Owner will pay the DBS plan check fee and coordinate corrective action to the code review issues. DBS will issue the building permit and conduct field inspections for code compliance.

University of Idaho building projects are not subject to local building codes or code officials.

University of Idaho projects are not subject to city or county planning and zoning requirements.

### **2.5.2 State Fire Marshal**

The State Fire Marshal of the Department of Insurance has plan review authority for the Uniform Fire Code. The Division of Building Safety will route the submitted final plans to the State Fire Marshal for review. The State Fire Marshal works closely with local fire departments, even though local fire departments do not have jurisdiction for State owned facilities. The Design Professional and Contractor will be expected to coordinate site access and other issues with the local Deputy State Fire Marshal and local fire department where applicable.

### **2.5.3 Americans with Disabilities Act (ADA)**

Design Professionals and consultants are required to review the applicable requirements of ADA and the International Building Code regarding accessibility and to incorporate them into the design. The University may have projects where disability access or special needs requirements exceed those outlined in the ADA.

## **CHAPTER 3 - CAMPUS PLANNING and INFORMATION RESOURCES**

The following links are provided for Design Professionals to be aware of broader campus planning and information resources that are available outside of these guidelines. Design Professionals and Contractors are encouraged to review these resources as they provide supplemental information and/or may provide valuable information, insight, and background into the development of campus projects and the issues impacting them.

### **3.1 Long Range Campus Development Plan**

The LRDCP is a robust planning document that has provided guidance campus planning, growth and development for nearly two decades.

<https://www.uidaho.edu/infrastructure/facilities/aes/campus-development-plan>

### **3.2 Illustrative Plan**

The Illustrative Plan from the LRDCP, updated regularly to track growth and development against the goals of the LRDCP.

<https://www.uidaho.edu/infrastructure/facilities/aes/campus-development-plan>

### **3.3 Administration Building Preservation Master Plan**

A master plan outlining the requirements for renovation projects within the Administration Building, the primary intent of which is to restore the original character of the building in iterative steps.



<https://www.uidaho.edu/infrastructure/facilities/info-requests/forms>

### **3.4 Campus Exterior Signage and Wayfinding Master Plan**

Master plan and design guide for all exterior signage and wayfinding on the main Moscow campus and at extension campuses and research sites around the state.

<https://www.uidaho.edu/infrastructure/facilities/info-requests/forms>

### **3.5 Building Management Controls Standard**

Standards document for HVAC Controls and Building Automation Systems

<https://www.uidaho.edu/infrastructure/facilities/info-requests/forms>

### **3.6 Building Metering Standards**

Guidelines for building utilities metering on campus.

<https://www.uidaho.edu/infrastructure/facilities/info-requests/forms>

### **3.7 Utilities and Engineering Services**

Information on campus utilities and energy programs.

<https://www.uidaho.edu/infrastructure/facilities/ues>

### **3.8 Interactive Campus Map**

An interactive map of the University of Idaho campus that displays spatial information about buildings, addresses, parking, trees, campus construction and more.

<https://www.uidaho.edu/infrastructure/facilities/aes/campus-maps>

### **3.9 Parking Map**

Learn where to park and which permits are required for each lot.

<https://www.uidaho.edu/infrastructure/facilities/aes/campus-maps>

### **3.10 University of Idaho Sustainability Center**

<https://www.uidaho.edu/current-students/sustainability-center>

### **3.11 Seismic Evaluation and Report for General Education Buildings**

(Coordinate with UI PM or UI CAD Manager for access to the report.)

### **3.12 Information Technology Services Structured Cabling Standards**

<https://www.uidaho.edu/-/media/Uidaho-Responsive/Files/its/standards/data-security/network-connectivity/u-of-i-structured-cabling-standards.pdf>

### **3.13 University of Idaho Brand Resource Center**

UI Communications and Marketing resource for proper use and application of University branded logos, word marks, colors, etc ...

<https://www.uidaho.edu/brand-resource-center>

## **CHAPTER 4 - STANDARD DESIGN ELEMENTS & DETAILS**

The University of Idaho implements numerous standard features and elements into campus design. This is especially applicable to exterior spaces, where standard details help to preserve design continuity and context across campus.

### **4.1 Standard Design Elements**

The Design Professional shall implement the following elements and features, where applicable, into the design of all new buildings and major renovations. Coordinate with UI PM.

#### **4.1.1 Lactation Rooms**

Provide lactation rooms in all new construction and major remodels unless a lactation room is already provided in the structure being remodeled. On smaller projects or remodels, if an existing building does not have a lactation room, then the UI PM and Design Professional shall consider the integration of a lactation room into the project where it makes reasonable sense to do so. Lactation Rooms should provide sufficient space for a chair and side table. Include a sink, counter and space for an undercounter refrigerator.

#### **4.1.2 Family Restrooms**

Provide at least one family restroom in all new construction and major remodels, especially where the IBC may not require one for the occupancy type and/or occupant load. At larger projects, consider adding more than one family room (if only one required) depending on the size of the project.

#### **4.1.3 Nodes and Spaces for Students**

The UI PM and the Design Professional shall consider designing and integrating informal “found” space or nodes, when possible, in general education buildings to create student study space, gathering areas or comfortable spaces to “camp” between classes. These are often carved out of corridors and hallway areas, or perhaps exist in widened spaces or nooks in window areas. This consideration shall extend to smaller remodels and renovations, especially in existing buildings where little student space is provided.

#### **4.1.4 Mail Rooms**

A central mail receiving room will be provided in each building. The mail room should be located in a semi-secure, non-public area, and may be incorporated with other functions such as a copy or break room. The mail room must be located on the same floor as, and somewhat adjacent to, the main delivery entrance to the building. Campus Mail Services will not deliver building mail to alternate floors in the building.

#### **4.1.5 Recycling Rooms and Alcoves**

A central recyclables collection and storage room should be provided in every building. The central recycling storage room should be located on the same floor as, and adjacent to, the main delivery entrance to the building.

Care should be taken to provide alcoves and/or other areas for recycling containers on each floor of the building and in any spaces that generate considerable waste. Recycling containers should be visible and easy to find, but not sitting directly entrance lobbies or in the walking path of major corridors.

(Refer to Section II – Construction Standards, “Division 32 – Exterior Improvements” for information regarding exterior recycling container and solid waste container space requirements.)

#### **4.1.6 Vending Areas**

Provide a vending area in each building that is in a convenient location, but not necessarily clearly visible from the main entries and circulation corridors. Locate vending machines where vending operations and motor noise will not disrupt adjacent offices or classrooms. Vending rooms should contain power and data (debit / credit card support) for machines. The use of vending machines that require drains and/or water supplies is heavily discouraged.

#### **4.1.7 Materials Storage and Filter Rooms**

Provide a room or space dedicated to the storage of overstock items, spare parts, and/or other equipment required for servicing the building. This room will be assigned to Facilities Maintenance and Operations and is not net assignable departmental space. It will be at least 100 square feet. It will be furnished with several outlets and shelf standards or shelving units along one entire wall.

Provide a room or space dedicated to the storage of HVAC filters. This space will be large enough to store one complete change of filters and should be on the same level as the mechanical room



which contains the air-handling equipment. It should be accessible by elevator.

#### 4.1.8 Custodial Facilities

All new and renovated facilities will have a Custodial Closet with a mop sink on each floor; centrally located as much as possible. Custodial spaces shall be separate rooms and not share space with mechanical rooms or communications closets. These should be a minimum of 75 square feet. Each should be provided with a mop sink, several outlets and shelf standards along one entire wall. Provide clear floor space for an industrial floor cleaner. The following items should be considered in the building design:

- Water coolers and similar equipment should be wall-hung to allow for machine cleaning of floors.
- All water closets should be wall-hung to allow for ease of cleaning in restrooms.
- Corridors should allow for a clean sweep by industrial size cleaning machines.
- Avoid mixing floorings, i.e. carpet and tile, where there are no clear dividing features.
- Ledges and/or other features that collect dust in hard to reach spaces should be avoided.
- Exclusive of any acoustical treatments, walls should be washable with non-porous surfaces.
- Refer to "Division 9 – Finishes" for additional requirements.

#### 4.1.9 Communications Rooms

Every building will be provided with a communications distribution room on each floor. Size and location to be determined during the programming and design phase in coordination with the UI ITS department. Rooms will have suitable conduit access and all wall surfaces will be covered with fire-rated plywood backing. Use non-static complaint floor finishes. Communications rooms should be stacked on multiple floors for ease of building distribution. (Refer to "Division 27 – Communications" for additional information.)

#### 4.1.10 Building Security

The following security requirements shall be considered in all new building, remodel or renovation projects:

- Offices, Classrooms and Laboratories  
Offices, Classrooms and Laboratories have special security needs. (computers, AV equipment, specialty research equipment, etc). At a minimum, walls that adjoin corridors or other public access spaces must extend to the overhead structure. Consider extending all walls at classrooms and offices to the structural deck above for security and sound control. All walls in laboratory spaces will extend to the structural deck above.
- Access Control  
Card swipe (Vandal Card) access systems should be installed at all major building entrances and at larger office suites, laboratories and/or specialty rooms as applicable.
- Security Cameras  
Install safety and security cameras at building entries, corridors and stairwells. Camera locations will be coordinated with the UI Campus Security office. (Refer also to Division 28 – Electronic Safety and Security)

### 4.2 Standard Details

Design Professionals shall review the below list of standard drawings and details, and coordinate with the UI PM regarding the proper use of the details, when applicable, in a project. The DP can request electronic or pdf files of the standard details from the UI PM or UI CAD Manager.

#### 4.2.1 Interior Details:

##### Dedication Plaque

UI preferred dedication plaque template and layout. Use where required for new construction and/or major renovations. The template allows for some customization for each project.

#### 4.2.2 Exterior Details

Fixed Bollard

UI standard pipe bollard. Includes dimensions, paint color, and reflective tape colors / layout.

Removable Bollard

UI standard removable pipe bollard. Includes dimensions, paint color, and reflective tape colors / layout.

Bike Rack

Typical UI standard bike rack.

Concrete Light Pole Base

Typical concrete light pole base for parking and pedestrian lighting poles around campus. (Refer also to Section II –Construction and Technical Standards for standard light poles.)

Information / Bicycle Parking Shelter

Standard small shelter that is intended primarily for covered bicycle parking, that has also been implemented for campus Information shelters and other uses as applicable.

Railings – Gothic Arch Version

Typical railing used on exterior stairs, ramps, and other site elements in the historic Administration Building neighborhood. This railing features a gothic arch pattern that is repeated in the campus Building ID signs and other exterior elements. The historic Administration Building neighborhood is roughly delineated as those areas bordering the Administration Building and the Administration Building Lawn. This railing pattern should not be used at guardrails as they do not meet code requirements for that use. All use of the gothic arch railings should receive prior approval from the AES Director.

Railings – Standard “I” Version

Alternate railing design used in various exterior areas around campus. The rail features an “I” in the intermediate rail pattern. The most recent version of this railing meets current IBC requirements for guardrails. Use of this railing is not required, but can be considered where applicable. Use of the “I” rail should be coordinated with the UI PM and AES Director.

Exterior Trash Receptacle

The UI employs a standard trash receptacle for exterior campus spaces. The trash receptacle is Model DR-1200 as manufactured by Doty & Sons Concrete Products. 51” wide x 26” deep x 41” high. Tan blend pea gravel exposed aggregate finish. Heavy-duty steel double hinged lid powder coated chestnut brown. Includes three 30-gallon rectangular, hard plastic liners. UI standard vinyl recycling messaging shall be applied to the lids. Coordinate specifications with UI PM.

**4.3 Exterior Signage and Wayfinding**

The UI maintains a standard inventory of exterior sign types that are required to be used across campus and at UI properties statewide. These are outlined in the Campus Sign and Wayfinding Master Plan referenced and linked in “Chapter 2 – Campus Planning and Design Resources”. The UI is in the process of implementing the build-out of the signage master plan in iterative stages as funding becomes available. New signage shall be included in construction projects as applicable.

The following sign types have been fully detailed and, to varying degrees, implemented across campus. Drawings for each sign type include concrete foundation / pier, steel frame, signs panels, and standard text / font / symbol layouts and dimensions. The UI PM or Cad Manager can provide updated details upon request from the Design Professional.

- **DR** - Vehicle Directional Sign
- **PW** - Pedestrian Walkway Sign

- **FA1** - Facility / Building ID Sign, Free Standing (single name)
- **FA2** - Facility / Building ID Sign, Free Standing (dual names)
- **FA3** - Facility / Building ID Sign, Building Mounted
- **PK1** - Parking ID Sign, Small (for single spaces or a small range of spaces)
- **PK2** - Parking ID Sign, Large (for parking lot ID or entry)
- **IN** - Interpretive Sign
- **AC** - Accessible Pathway Sign
- **EX1** - Extension Campus, Large, Free Standing Sign
- **EX2** - Extension Campus, Small Storefront Sign

## **CHAPTER 5 - ROLES and RESPONSIBILITIES**

### **5.1 Individual Roles**

#### **5.1.1 Architectural and Engineering Services (AES)**

Architectural and Engineering Services (AES) is a department in Facilities Services, under the Division of Finance and Administration, that provides to the UI the full range of architectural services related to the planning, programming, design, document production, cost estimation, bidding, and construction observation of capital projects and maintenance, alteration, and repair projects. AES is the department on campus that contracts with technical consultants, bids & manages construction contracts, coordinates with the State of Idaho Division of Public Works for legislative appropriated design and construction efforts and maintains the historical archive of documents and operations manuals for all campus facilities.

#### **5.1.2 Vice President, Division of Finance and Administration (VP, DFA)**

The Vice President of Finance and Administration is the chief financial executive in charge of numerous campus departments to include Facilities, and by extension, Architectural and Engineering Services. The VP, DFA has signature authorization on all contracts, agreements, and change orders over \$250,000.

#### **1.11 Assistant Vice President, Facilities (AVP Facilities)**

The Assistant Vice President, Facilities is in charge of Facilities Services, and by extension, Architectural and Engineering Services. The AVP Facilities has signature authorization on all contracts, agreements, and change orders under \$250,000. The AVP Facilities may designate signature authority at similar limits to the AES Director. The AVP Facilities reports directly to the VP, DFA.

#### **1.12 Director of Architectural and Engineering Services (AES Director)**

The Director of Architectural and Engineering Services (AES Director) oversees the design and construction operations for the University of Idaho, oversees the project requisition and approval process with the State of Idaho, is the supervisor for all AES staff and serves as the Campus Architect. The AES Director reports directly to the AVP Facilities.

#### **1.13 UI Project Manager (UI PM)**

The UI Project Manager (UI PM) reports to the AES Director, and is typically an architect, engineer or specialist assigned by the Director of AES to manage a specific design and construction projects.

#### **1.14 UI Construction Manager (UI CM)**

The UI Construction Manager reports to the AES Director and provides oversight over all construction on campus including project scheduling, construction logistics, campus safety related to construction, quality control, coordination with outside agencies, development of campus standards and policies related to construction, and enforcement of same.

**1.15 UI Construction Inspector (UI CI)**

The UI CI reports to the UI CM, assists the UI PM during project construction, provides regular inspections of the work and engages with the contractor to facilitate construction coordination, site access, and project security.

**1.16 UI Construction Contracts Supervisor (UI CCS)**

The UI Construction Contracts Supervisor prepares and processes all contracts, change orders, and pay applications for the AES department.

**1.16 UI CAD Manager**

The UI CAD manager supervises the CAD staff and interns and provides general support to the AES unit. Responsibilities include operational management of the department CAD hardware / software, CAD standards, standard details, GIS information, building reference plans and as-built drawing archives.

**1.17 UI Stakeholder Group (UI SG)**

The UI Stakeholder Group is the group of individuals, typically UI employees, who have input towards, or a vested interest in, any particular project. This group will vary from project to project and typically consists of the individuals who have requested and/or are funding the construction project. The UI SG might consist of a committee of selected individuals who are tasked with ensuring that the project meets the strategic requirements of the University. The Stakeholder Group may be comprised of UI staff, professors, student groups, department heads, college deans, campus executives, or any mix thereof.

**1.17 Design Professional (DP)**

The Design Professional is any architect, engineer or specialty consultant contracted to provide design consulting services with the University of Idaho.

**1.17 Design Professional Project Manager (DP PM)**

The Design Professional shall designate a representative to act as Project Manager for the DP. The DP PM will be the main point of contact between the UI and the DP's design team.

**5.2 Typical Individual Responsibilities**

(A specific project may require additional and/or differing responsibilities.)

**5.2.1 UI Project Manager (UI PM)**

- Set up the project in the AES management software and continuously manage purchase orders, project budget, project schedule, expenditures, funding sources and project/status updates.
- Assist the UI SCC in setting up physical project files and make sure critical information is filed during the project.
- Manage all communications and information distribution to all the various UI parties involved in the project, including: UI internal progress document review, UI internal shop drawing review, updates to the UI Stakeholder Group and making sure appropriate UI personnel are invited to meetings.
- Outline the initial project scope, schedule and budget under the guidance of the AES Director and UI Stakeholder Group.
- Conduct the process to identify and select a Design Professional. (Process will vary depending on project size and complexity.)
- Conduct a pre-design kickoff meeting and/or investigation of the project with the DP to review scope, intent, existing data, existing studies, initial assumptions, and any other factors that might be part of the project planning.
- Negotiate fee proposal with the DP and prepare the drafts of the DP Agreement for completion and processing by the UI CCS.
- Coordinate, hire and oversee completion of any required surveys, testing and commissioning as applicable.

- Provide day-to-day management of the project as required to provide information, support and overview to the DP. Provide continuous oversight of project schedule and DP progress. Attend all progress meetings and monthly meetings and distribute the DP's meeting minutes to UI entities and the UI SG as applicable.
- Review and approve progress documents submitted by the DP and coordinate review of progress documents with other UI entities and departments as necessary. Compile all UI progress review comments, forward to the DP and monitor document development to make sure all UI comments and requirements have been incorporated into the project.
- Review and approve applications for payment from the DP, Contractor, and any other vendors on the project. Approve changes in scope of services, construction proposal requests, schedules, budget, fees, and oversee any subsequent amendments or change orders to the various Agreements.
- Coordinate acquisition of furniture and equipment for the project as necessary.
- Coordinate moving and logistics related to the relocation of UI occupants out of the construction or remodel area when required.
- Arrange for the advertising, receipt and opening of bids in coordination with the DP.
- Assist the UI CCS in preparation and review of Intent to Award, contract review, and Notice-to-Proceed.
- Monitor construction progress and manage cost and schedule.
- Facilitate resolution of project issues, disputes, or claims.
- Monitor project close-out process in coordination with the DP.
- Submit warranty claims to the contractor during the warranty period. Attend final warranty walk-thru at end of warranty period.
- Close out project and purchase orders in the AES management software system and make sure any UI capital project budgets are closed and any remaining funding returned to source budgets.

#### **5.2.2 UI Construction manager (UI CM)**

- Provide technical support and advice, when needed, to the UI PM and UI CI.
- Provide constructability review of drawings for conformance with UI standards.
- Review and approve project lay down, staging, site access, parking, phasing, sequencing, and other logistics as required.
- Attend preconstruction meetings, review contractor work plans and safety plans. Facilitate construction coordination with outside entities (when required) such as the City of Moscow, Moscow Fire Department, and the Deputy State Fire Marshal.
- Monitor construction quality control.
- Assist the UI PM and UI CI in evaluating, processing and avoiding construction period disputes.

#### **5.2.3 UI Construction Inspector (UI CI)**

- Visit the project site at regular intervals and observe and report activities. Report non-conforming conditions to the UI PM and DP.
- Coordinate contractor parking, site access, keys, vandal card access, etc ...
- Participate in Pre-Construction meeting, all monthly meetings, substantial completion inspections and warranty walk-through.
- Coordinate any construction support required by UI Building Trades or Landscape staff. Coordinate on-site construction inspection by UI Building Trades or Landscape staff. Coordinate Owner Training sessions with appropriate personnel.
- May assist in performing code inspections at the project site if requested by the Division of Building Safety.

#### **5.2.4 AES Director:**

- Review initial project request and requirements and assign project to a UI project manager.
- Provide technical support and counseling, when needed, to the UI PM and UI Stakeholder Group.
- Provide design intent, relevant campus planning issues, and strategic goals for the project.
- Monitor PM activities to assure compliance with project procedures, project requirements, design goals, project schedule and project budget. Approve project at each stage.
- Assist in avoiding, evaluating and processing design phase and construction period disputes.



**5.2.5 UI CAD Manager:**

- Provide support to the UI PM and provide access to the campus drawing archives for the DP.
- Archive O&M Manuals, As-Built Drawings and Specifications in the physical archive. Create pdf as-built file for the electronic database.
- Create new Building Reference Plans (BRP's) at new buildings (where applicable) or update existing BRP's to reflect plan changes resulting from the project. The UI CAD Manager will request CAD files from the DP to assist in the creation of BRP's.

**5.2.6 Design Professional:**

- Be fully knowledgeable of the University's consultant agreements, contractor agreements and the UI Design Guidelines and Construction Standards. Understand and provide the services specifically included or required by the project scope and the applicable guidelines.
- Attend the initial design meeting. Gather all information and existing conditions. Prepare scope of work document and fee proposal.
- Engage in a cooperative design process with the Owner. Produce all required design and bidding documents. Coordinate all work of sub-consultants.
- Provide updated project cost estimates and schedules at the end of the Schematic Design, Design Development, and Construction Document phases.
- Submit written requests for any changes in scope of services, schedules, budget, or fees to the UI PM for approval.
- Conduct design review meetings, Pre-Bid meeting, Pre-Construction meeting, and monthly construction meetings at the direction of the UI PM. Have a representative authorized to make decisions at all scheduled meetings. Create and distribute agendas for all meetings. Record and distribute meeting minutes for all meetings.
- Shall have awareness of, and familiarity with, the Division of Building Safety plan review and permitting process. Submit plan review application and documents to DBS, reconcile plan review comments, and include DBS approved plans and specification as bid documents. Initiate and obtain plan reviews and approvals from any other applicable regulatory agencies.
- Manage bidding process including distribution of drawings to bidders, updating the plan holders list, running the pre-bid meeting, answering bid period questions, reviewing substitution requests, creating and distributing addenda, and participating in the bid opening.
- Review and coordinate construction activities with the UI PM and CM. Provide written interpretations of Contract Documents as required.
- Conduct site observations at intervals as arranged by the UI PM. Distribute site observation reports.
- Review contractor payment requests, recommend payment to UI PM or return to contractor for corrections and resubmittal.
- Prepare and process supplemental instructions, RFI's, proposal requests, construction change directives and change orders. Review all shop drawing submittals. Keep status logs of all the aforementioned items for review at monthly meetings.
- Conduct project punch list, substantial completion, and closeout.
- Provide as-builts, CAD plans and/or Revit model at end of project for UI archives.
- Participate in warranty walk at 11-months post substantial completion.

**5.3 Communications between Design Professional and University**

Correspondence and communication between the University and the Design Professional, on all issues, shall be channeled through the UI PM and the DP PM.

Authorization may be given by the UI PM for the Design Professional, or one of the DP's sub-consultants, to communicate directly with certain UI personnel or partners in special situations or circumstances to expedite critical design issues and/or to avoid communication delays. This action does not authorize additional work, changes in scope or changes in program unless so approved by the UI PM and DP PM. All such secondary communications shall be copied to the UI PM and/or DP PM as applicable.

## **CHAPTER 6 - SURVEYS, TESTING and COMMISSIONING**

### **6.1 Site Surveys**

The Owner shall hire a licensed surveyor or civil engineering firm to provide a site survey for the project when applicable. The survey shall include all physical features, utilities, benchmarks, property lines, topography and spot elevations.

The UI PM may coordinate with the UI DP to confirm extents of survey, required data, and any other special information that might be required. The DP shall review the survey to make sure all information appears to be included.

An electronic CAD file of the survey will be provided to the DP for use in the development of the site plans and civil plans.

### **6.2 Hazardous Materials Surveys**

The Owner will coordinate with the University of Idaho, Department of Environmental Health & Safety for an initial ACM / Hazardous Materials review of the project. If EHS determines that the scope of work may be beyond the resources of EHS personnel, then the UI PM will hire a licensed environmental / industrial hygiene firm to provide a detailed survey.

If hazardous materials are discovered, then the UI PM and the DP will formulate a plan for remediation of hazardous materials based on the quantity and scope involved. For larger remediation efforts, the UI will hire an environmental / industrial hygiene company to provide third party oversight and clearance testing during abatement.

### **6.3 Soils Investigation and Engineering**

The Owner will hire a geotechnical engineer to perform investigative soils testing and to provide a detailed geotechnical report for the project (where applicable). If the DP's structural and civil consultants determine that additional and/or special soils reinforcement is required, then the Owner may retain the geotechnical engineer for additional services to support design.

The soils report and boring log will be referenced and included as part of the contract documents and either included as an appendix to the specifications or otherwise made available to prospective bidders and contractors.

### **6.4 Commissioning**

The University of Idaho, unless otherwise authorized by the UI PM, requires commissioning on all projects. The scope of the commissioning process shall be determined by the size and complexity of the project. The DP shall be required to enhance project specifications as necessary to include the additional testing requirements.

On larger projects, a qualified Commissioning Authority (CA) will be selected and contracted by the Owner. The CA will establish owner requirements, develop commissioning requirements, participate in the design process and complete testing and verification procedures as outlined below in the Enhanced Commissioning Process. On smaller projects, the UI PM and DP will review the project requirements and determine whether a modified, or basic, commissioning process is to be included as part of the DP's scope of work.

Under either scenario, the DP shall include project commissioning requirements as line items in both the project schedule and project cost estimates. The Contractor shall similarly be required to include commissioning related tasks as individual line items in the contractor's Critical Path Schedule. The DP shall outline these requirements in the project specifications.

#### **6.4.1 Basic Commissioning Process**

It is essential that all identified building components and systems be proven operational before the



University occupies any portion of the building or assumes responsibility for its operation. The U of I will expect the Design Professional's sub-consultants to certify that condition. The certification must be provided before the owner's training takes place and before the contractor calls for a Substantial Completion inspection. The DP will witness, on site, the operation of all required components and systems. The DP will then provide the owner with an executed Commissioning Certificate.

#### **6.4.2 Enhanced Commissioning Process (where applicable)**

The scope of commissioning will be variable and will depend on the scope and complexity of the project. On larger projects, the UI's preference will be to pursue an enhanced commissioning process. Enhanced commissioning will be required on all LEED projects. Enhanced commissioning will include the following steps:

##### 6.4.2.1 Establish Systems' Acceptance Criteria:

The Owner, Commissioning Authority (CA) and DP coordinate to establish the acceptance criteria for systems' performance and maintainability.

##### 6.4.2.2 Design Review:

The Commissioning Authority (CA) will review the schematic design, design development, and construction document submittals with a focus on constructability and compliance of the design with the owner's documented criteria for systems' acceptance. The CA will develop Verification of Completion forms for the systems to be commissioned.

##### 6.4.2.3 Contractors' Submittal Review:

Contractors' submittals are reviewed by the Commissioning Authority (CA) with the primary focus on obtaining the background necessary for developing comprehensive and fair functional test procedures. Also allows the CA to identify performance related installation issues before construction progress makes them more difficult and expensive to resolve.

##### 6.4.2.4 Construction Review

The CA monitors the systems installation to identify commissioning related installation issues before construction progress makes them more difficult and expensive to resolve. These reviews also enable the CA to obtain the background necessary for conducting comprehensive and fair functional test procedures.

##### 6.4.2.5 Develop Functional Test Procedures

The functional testing program objectively verifies that the building systems perform interactively in accordance with the Project Documents. Written repeatable test procedures, prepared specifically for each project, are developed during this phase. These tests are designed to functionally test components and systems (specified for testing) in all modes of operating conditions.

##### 6.4.2.6 Contractor's Checkout, Startup and Verification of Completion

The Contractor thoroughly performs final checkout and startup procedures to verify that the systems have been put into operation in compliance with the Project Documents and are operating in accordance with the functional test procedures. The Contractor documents this phase of the commissioning process with startup and certification reports as specific for equipment, and Verification of Systems Completion forms that are developed by the CA during design phase.

##### 6.4.2.7 Functional Testing Procedures

Functional test procedures are performed, and performance issues are identified and resolved.

##### 6.4.2.8 Substantial Completion and Systems Acceptance

Substantial completion and systems acceptance are awarded by the Owner based on completion of the Functional Testing Phase and evidence that all systems are in compliance with the Functional Test Procedures.

#### 6.4.2.9 Final Commissioning Report

The CA provides the owner with the Final Commissioning Report that outlines commissioning results, deficiencies, corrections, functional testing reports, final balancing reports, field test reports and a description of any deferred testing that may be required.

#### 6.4.2.10 Acceptance

The Owner provides acceptance of the work based on the Final Commissioning Report.

### **6.4.3 Full System Run Test**

Following completion of the project, and immediately prior to the Substantial Completion inspection, a full building, functional performance test will be performed. This will be 96-hours in duration, and all contractors, subcontractors, factory representatives and consulting engineers will be in attendance.

The 96-hour test run shall be made when all field equipment is installed and the system is calibrated and running, and when all other building systems (including drywall, windows, doors, etc.) are complete. This period is intended to demonstrate the operation of the complete building

### **6.4.4 Owner Training**

Owner training sessions will be coordinated and supervised by the CA. During the design phase the Commissioning Team shall determine which systems require selected contractor/manufacturer/supplier training sessions and which sessions, if any, should be video-taped. These will be so specified in the construction documents. The contractor and specified manufacturers' representatives or suppliers shall be responsible for conducting selected training sessions, providing handout information at these training sessions, and video-taping sessions as specified.

### **6.4.5 Certification**

For each system identified within the commissioning scope, a Commissioning Certificate of Completion will be completed and signed by each trade listed, indicating that all commissioning work has been completed and that all systems are installed according to the contract documents, the manufacturer's installation instructions, and the requirements of the functional test procedures. The Contractor shall further certify that all adjustment, lubrication, alignment and startup procedures have been carried out.

### **6.4.6 Components and Systems for Commissioning**

A detailed scope for commissioning shall be clearly outlined at the beginning of each project. Commissioning Certification may be required on any combination of the following components and systems:

#### 6.4.6.1 Individual Components

- steam and hot water generators
- heat exchangers
- cabinet heaters and fan-coil units
- air handlers
- variable air volume boxes and terminal devices
- motorized dampers, including face-and-bypass
- motorized control valves and steam stations
- pressure reducing valves
- pumps
- humidifiers
- condensate traps
- transformers
- emergency generators

**6.4.6.2 Interrelated Systems**

- building management control systems
- variable frequency drives and starters
- acid neutralization systems
- fire alarm and detection systems
- fire sprinkler systems
- security systems
- automated electrical switching systems
- lighting controls
- elevator operation, including DLIS testing
- elevator smoke doors

**6.4.7 Division of Public Works**

The Idaho Division of Public Works (DPW) requires commissioning of all state-funded projects over \$2 million in scope. An independent Commissioning Authority will be hired on all projects over \$5 million in scope. The commissioning is largely limited to mechanical work (Division 23). Some electrical elements (Division 26) may be negotiated.

The University of Idaho's commissioning process will mirror many of the requirements outlined in the State of Idaho, Division of Public Works Commissioning Guidelines, which can be found at the following location:

[https://dpw.idaho.gov/design\\_professional/](https://dpw.idaho.gov/design_professional/)

The University of Idaho will increase or decrease commissioning scope and requirements as applicable to best serve individual projects.

**6.4.8 Testing & Balancing**

Third-party testing and balancing will be required on all projects. Refer to Section II Technical and Construction Standards, "Division 23 – Heating, Ventilation and Air Conditioning" for additional information and requirements.

**CHAPTER 7 - SUSTAINABLE DESIGN****7.1 University Policy**

University of Idaho, Administrative Procedures Manual

Section 40.03 – New and Major Renovation Building Policy, Subsection "B":

**7.1.1 General**

It is the policy of the University to finance, plan, design, construct, manage, renovate and maintain its facilities in a sustainable fashion. While construction of sustainable buildings potentially incurs additional first costs – both in terms of design fees and construction costs, sustainable buildings have reduced operating costs. The University recognizes that investments in sustainable building usually have short payback periods and yield substantial savings over the life cycle of the completed facility.

**7.1.2 Sustainable Building Standard**

All new construction and major remodels (in excess of 50% of state replacement value) shall be certified as meeting or exceeding a Silver LEED rating or equivalent according to the latest edition of the US Green Building Council's LEED rating system and accompanying Reference Guide. Design and project management teams are encouraged to meet higher LEED rating levels such as Gold or Platinum. Use of an alternative green building standard may be allowed provided a clear rationale is outlined as to why the alternative standard should be considered equivalent or superior to LEED Silver. Particular emphasis should be placed on achieving the LEED points related to optimizing

energy performance, advanced commissioning, and measurement & verification.

### **7.1.3 Responsibility**

This policy applies to all university divisions, departments, offices and their contractors responsible for financing, planning, designing, developing, constructing, renovating and managing University-owned facilities and buildings, regardless of location. Where other state agencies (e.g., Division of Public Works or Idaho State Building Authority) have responsibility for delivering the construction or renovation project, the university will strive to work with the agency in developing and delivering a project meeting the standards outlined above.

### **7.1.4 Exemptions**

Buildings whose primary use is for agricultural or machinery storage, animal shelters, and similar uses are exempt from this policy until a LEED rating system is designed suitable to these types of structures.

## **7.2 LEED Certification Process**

For all projects that pursue LEED (or other green building) certification, the Design Professional (or a sub-consultant of the DP) will be expected to, in coordination with the UI PM, manage all facets of the LEED design and submittal process. This will include: planning, design charrettes, scorecard evaluation, coordination with UI entities, organization of supporting documentation, implementation of requirements in the drawings and specifications, monitoring of contractor submittals, upload of the Design Submittal, upload of the Construction Submittal, and response to USGBC comments.

The DP and the UI PM shall clearly define sustainable design and certification goals prior to the Scope of Work, Fee Proposal, and Agreement.

### **7.2.1 Areas of Emphasis**

The following subsections list areas of sustainable design that are strongly emphasized by the University of Idaho and should be carefully evaluated on each project, regardless of whether LEED certification, or other green building program, is integrated into the project.

#### **7.2.1.1 Bicycle Facilities**

The UI endeavors to be a bicycle friendly campus and promote alternative means of transportation. Bicycle parking areas, covered bicycle parking, bicycle storage, and shower facilities should be considered where possible on all major projects.

#### **7.2.1.2 Reduced Parking Footprint**

The University has made the intention and commitment to preserving the core of campus as a pedestrian-only zone with limited parking. All design projects shall support the LRDCP and long-term parking planning. Parking will be evaluated for each building and will be based on building use and location.

#### **7.2.1.3 Open Space Protection and Heat Island Reduction**

UI's legacy of premier open space was created during the earliest years of campus development. Today the beautiful campus setting amidst expansive rural fields and campus green areas supports the vision as a residential campus of choice in the West. Refer to the UI "Long-Range Capital Development Plan" (referenced in Chapter 3) for further information on Open Space planning.

#### **7.1.2.4 Tobacco and Smoke Control**

Smoking and tobacco products are prohibited everywhere on the University of Idaho campus.

#### **7.1.2.5 Reused & Repurposed Materials:**

The Design Professional should always look for opportunities for reuse of existing building systems or installation of repurposed materials, including: the building shell, structural systems, finishes, fixtures, stair and elevator shafts, etc ...

**7.1.2.6 Building Envelope:**

The building envelope should be designed to minimize heat loss and gain beyond the requirements of the energy code where possible. Building envelopes should avoid thermal bridging and provide high-performance cladding systems where possible. Specify systems and materials that are durable and appropriate to the local climate and weather conditions.

**7.1.2.7 Mechanical / Electrical Systems:**

Specify HVAC and electrical systems that find the balance between energy efficiency, maintainability, and conformance with UI standard systems. Coordinate systems and controls to optimize building operation and reduce energy consumption. Lighting control systems and daylight responsive dimming shall conform to university standards and systems. Provide connection to campus central heating and chilled water systems whenever possible. Consider extended life cycle maintenance and material costs in all MEP systems design.

**7.1.2.8 Central Campus Systems**

The University utilizes several central campus utility systems that contribute to sustainable energy strategies. These should be connected to and utilized whenever possible. These include:

- A central campus steam plant featuring biomass wood-fired boilers.
- A central campus chilled water system with two district chilling plants.
- A reclaimed water system that provides landscape irrigation for over 150-acres of campus.

**7.1.2.9 Construction Indoor Air Quality Management Plan**

Whenever possible, the Design Professional should include requirements for construction indoor air quality management in UI projects. This is especially applicable to the protection of HVAC ductwork, systems and equipment from construction dust and debris. Smoking is not allowed on the UI campus and will not be allowed on construction sites.

**7.1.2.10 Daylighting and Quality Views:**

Regardless of LEED requirements, all Design Professionals shall carefully consider natural daylighting, views, and connections to the natural environment in design projects.

**7.1.2.11 Commissioning, Metering, Measurement & Verification:**

(When possible.) Provide enhanced energy commissioning requirements beginning with the establishment of energy / system goals in the Schematic Design phase and ending with post occupancy energy analysis. Provide permanent energy metering on every utility connected to a building utilizing the UI metering standards. Provide the capability to monitor and analyze post-occupancy performance in comparison to energy analysis predictions. Provide a 1-year post occupancy energy use analysis.

## **CHAPTER 8 - PLANNING and DESIGN PHASE**

### **8.1 Project Pre-Planning, Scoping and Agreement**

**8.1.1 Existing Program Data**

The UI PM will make available to the Design Professional all available program data for functional requirements. If program information is not available, a programming phase and/or feasibility study effort may be incorporated into the agreement as a preliminary or additional design service.

**8.1.2 Existing Project Data**

The Design Professional will be given access to all available existing project data to include: program, as-builts, studies, surveys, checklist(s), space standards, or other owner requirements. If a pre-design study was undertaken prior to the project, that data will be made available to the Design Professional. Upon approval from the UI PM, the UI CAD Manager will provide the Design



Professional temporary access to the electronic database of archived as-built drawings.

#### **8.1.3 Project Budget**

The UI PM will be responsible for the overall project budget and shall provide the DP an initial estimated cost of construction (where applicable). In other cases, the project budget may be established after the Schematic Design Phase. The UI PM may elect to have the DP assist in the establishment of an initial project estimate through the completion of an initial programming and/or feasibility study provided as a separate or additional service.

#### **8.1.4 Project Scheduling**

The project schedule shall be based on the planning, design, and construction requirements of the project and must consider required Regents funding authorizations (if required), the academic calendar, campus events, weather, DBS plan reviews, etc... The schedule shall allow sufficient time for owner reviews and presentations to the UI Stakeholder Group as required at each phase of the project.

#### **8.1.5 Initial Pre-Design / Pre-Agreement Meeting**

The UI PM may schedule an initial "kick off" pre-design / pre-agreement meeting with the Design Professional and UI Stakeholder Group. Agenda will include: introduction of personnel, sub consultants, and other participants, review of project's scope of work, budget, communications, project requirements, project goals, project schedules, and existing data.

#### **8.1.6 Existing Conditions**

The Design Professional shall review existing as-builts plans, any pertinent studies, and other data with their subconsultants to assess the relationship between the existing and proposed project conditions. Following this review, the Design Professional and their sub-consultants will perform a site investigation to verify existing conditions.

After investigation of existing conditions, the Design Professional should recommend to the UI PM any supplemental surveys or studies that may be necessary. Site surveys and soil investigations will be contracted by the Owner.

#### **8.1.7 UI Design Guidelines and Construction Standards**

The DP shall review the requirements of these Design Guidelines and Construction Standards, and understand the roles and responsibilities expected of the DP.

#### **8.1.8 General Education Building Seismic Evaluation**

Design Professionals working on remodels, additions, or renovations to any general education buildings on campus shall review the "UI General Education Building Seismic Evaluation", completed in 2012. The report outlines general seismic deficiencies for all general education building on campus, and outlines strategies for upgrades. These upgrades shall be incorporated into remodel and renovation work wherever applicable. Coordinate access to the report through the UI PM or UI CAD Manager.

#### **8.1.9 Commissioning and LEED Requirements**

The UI PM and DP shall clearly establish project scope for LEED certification and commissioning as outlined in Chapter 6 and Chapter 7.

#### **8.1.10 Scope Letter and Fee Proposal**

The Design Professional, having reviewed the project requirements, existing program data, existing project data, existing conditions, preliminary budget assumptions, preliminary schedule assumptions, LEED requirements, commissioning requirements and the UI Design Guidelines and Construction Standards, will submit to the UI PM a Scope Letter and Fee Proposal for the anticipated work. The UI PM will then review and negotiate with the DP until both sides are in agreement regarding the Project Scope and Fee for the work. The final revised Scope Letter and Fee Proposal will be bound into the Agreement.

### 8.1.11 Agreement

The UI CCS will prepare the Agreement and issue two copies to the DP. The DP will assemble all required paperwork, sign both contracts, and return the package to the UI CCS. The UI CCS will review the paperwork and then process the agreement for signature at the appropriate level. One original signed copy of the Agreement will be returned to the DP.

Typical formats for Agreements are as follows:

#### 8.1.11.1 Typical Design-Bid-Build

For mid-to-large size projects that follow the general Design-Bid-Build format, the UI will implement an AIA B101 – 2017: Standard Form of Agreement Between Owner and Architect. This agreement is further modified by standard UI Supplemental Conditions, which can be found in “Appendix A” of these guidelines.

#### 8.1.11.2 Non-Standard Scope

For mid-size to large projects that feature limited or irregular scope, special consulting requirements, or which may not follow the strict format of a Design-Bid-Build project, the UI may implement either an AIA B102 – 2017 Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Work, or an AIA B104 – 2017: Standard Abbreviated Form of Agreement Between Owner and Architect.

#### 8.1.11.3 Letter Contract

For smaller projects, typically where consulting fees will be less than \$40,000, the UI PM may elect to implement a standard UI Facilities Letter Contract. A sample of the Letter Contract can be found in “Appendix A” of these guidelines.

Other AIA B-Series formats for Agreements may be implemented as required by the special circumstances of a particular project and as agreed upon by the UI and DP.

### 8.1.12 Additional Services

The Design Professional shall not proceed with additional services or changes in the scope of services prior to receiving written authorization from the UI PM. Written authorization for additional services shall be provided via an Amendment to the Agreement.

### 8.1.13 Payment Applications

The DP shall submit payment applications to the UI PM and UI CCS on a standard “Facilities Payment Application Form”. The first payment application shall start with “No. 1” and be labeled in order after that. Payment applications shall be submitted every month and may only include charges for work completed. No pre-payments for work or retainers are allowed.

The UI CCS will provide the DP a blank payment application form in MS Excel at the beginning of the project. A sample of the form is included in “Appendix A” of these guidelines.

## 8.2 Schematic Design Phase

### 8.2.1 Schematic Design Meetings

The DP shall plan on regular input from the owner during the schematic design phase and shall schedule update meetings, design charrettes and LEED charrettes (where applicable) at intervals appropriate to the project scope and design requirements. The UI PM will coordinate involvement of the Stakeholder Group or other UI personnel as applicable.

The DP will be expected to run the meetings, take thorough notes and distribute minutes of the meetings.

### 8.2.2 Schematic Design Approval



The final schematic design documents should be accompanied by site plans, floor plans, elevations, a preliminary LEED plan (where applicable) and/or renderings as needed to accurately describe the design intent, as well as a project cost estimate and project schedule.

The Design Professional shall obtain documented approval from the UI before proceeding with the Design Development Phase.

### **8.3 Design Development Phase**

#### **8.3.1 Design Development Meetings**

The Design Professional shall schedule design development meetings with the UI PM at intervals appropriate to the project scope. At minimum, the DP shall plan to present a 50% progress set concurrent with continuing design activities. The UI PM will coordinate involvement of the Stakeholder Group or other UI personnel as applicable.

The UI PM shall coordinate design review and approval with the ITS Network Team, ITS Classroom Technology and Campus Safety and Security as applicable.

The DP will be expected to run the meetings, take thorough notes and distribute minutes of the meetings

#### **8.3.2 Design Development Approval**

A 100% Design Development presentation will be made to the University by the DP. The final deliverable package should include drawing documents and outline specifications as described in the AIAB101-2017 agreement along with a preliminary LEED scorecard and evaluation (when applicable). This will include a detailed construction cost estimate including any projected value engineering options and/or building bid alternate options that may be required to modify the estimate to comply with the Owner's budget.

The Design Professional shall obtain documented approval from the UI PM before proceeding with the Construction Document Phase.

### **8.4 Combined Design Phase**

The UI PM and the DP may elect to combine the Schematic Design Phase and Design Development Phase into a single Design Phase on small projects, projects of limited scope, or in cases where it makes sense to have a single design phase followed directly by Construction Documents. In these cases, the UI PM and DP shall set the expectations for progress meetings and Design Phase deliverables and these shall be outlined in the Scope of Work document submitted by the DP.

## **CHAPTER 9 - CONSTRUCTION DOCUMENTS**

### **9.1 Meetings**

The Design Professional shall schedule construction document review meetings with the UI PM at intervals appropriate to the project scope. These may include update meetings with the UI Stakeholder Group as well as review meetings with various UI departments to ensure that the design meets equipment, maintenance and safety standards; to include (where applicable): Building Trades (Electrical / HVAC / Plumbing / Refrigeration), Landscape & Irrigation, Utilities & Engineering, Steam Plant, Parking & Transportation Services, Environmental Health & Safety, and Campus Safety & Security.

The DP shall coordinate with the UI PM to gather all Owner required items for LEED credits (where applicable).

The DP will be expected to run the meetings, take thorough notes and distribute minutes of the meetings.

## **9.2 Construction Document Approval**

The Design Professional and consultants shall conduct a thorough review of the construction documents to ensure that: all previous comments have been incorporated, the documents are 100% complete, the documents have been fully coordinated between disciplines and are ready for final Owner review and approval.

The construction documents must be accompanied by a detailed construction cost estimate including a list of approved bid alternates.

The UI PM will provide the Design Professional with the Authorization to Proceed into the Bid Phase when all corrections and approvals have been achieved.

## **9.3 Bid Alternates**

Bid Alternates must be approved by the UI PM. Typically, one (1) to three (3) bid alternates are acceptable, although more may be required in special cases or larger projects. Large numbers of alternates should be avoided. Alternates should be used strategically to help manage bid day costs against the Owner's maximum allowable construction cost.

Bid Alternates should generally be listed in order of preference. However, the UI retains the right to select or decline Bid Alternates in any order that best serves the project.

## **9.4 Unit Prices**

Unit prices will only be utilized with approval of the UI PM. If used, they are typically for adjusting predetermined quantities of material and not for doing additional work.

## **9.5 DBS Plan Review and Fees**

The Design Professional shall be familiar with the policies and procedures related to submitting plans to the Division of Building Safety for plan review. The DP will be expected to fill out the plan review application and submit final documents to the Division of Building Safety through the DBS ProjectDox system. The UI will arrange for payment of plan review fees through the interagency billing system.

The Design Professional shall respond to DBS comments and modify the construction documents as required. The final documents published for bidding shall have the DBS approval stamp in the upper corner.

## **9.6 Project Manual Format**

### **9.6.1 UI Frontals and Boilerplate**

The standard University of Idaho Cover, Title Page, Contents, and Bidding / Contract Boilerplate documents will be provided by the UI PM and/or are available for download at:

<https://www.uidaho.edu/infrastructure/facilities/info-requests/forms>

The DP shall verify that they are using the most up-to-date set of Boilerplate documents before each project.

The DP shall insert the boilerplate in the exact order as provided. The DP shall not alter the formatting of the documents, except as outlined in document "0-0 Boilerplate Instructions and Checklist". The DP shall make all required revisions to the Boilerplate as outlined in "0-0 Boilerplate Instructions and Checklist".

The UI standard Boilerplate shall be used on all design-bid-build projects unless otherwise directed by the UI PM. On projects less than \$200,000, the UI PM may elect to implement an informal / abbreviated bid process. In that case, the specification frontals may be reduced to the following:

- Cover
- Title Page
- Contents
- Notice to Contractors
- Abbreviated Bid Proposal (to be provided to the DP by the UI PM)
- Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace
- (Technical Specifications to follow as required)

#### 9.6.2 Technical Specifications

The Design Professional may prepare the technical specifications using any standard "CSI MasterSpec" format per the DP's office standards. The DP may format the appearance of the technical specifications as per the DP's office standards, including font type, header content, footer content, etc ...

#### 9.6.3 Division I - General Requirements

The Design Professional shall prepare General Requirements to specifically address project issues. The DP shall review the Division 1 requirements outlined in the "Section 3 – Technical Standards" portion of these guidelines, and make sure that those requirements are incorporated into the DP's Division 1 – General Requirements specifications.

### 9.7 UI Drawing Conventions

#### 9.7.1 Cover Sheet

Cover sheet should include:

- Project Title,
- Building Name and UI Building ID Number (if applicable),
- UI Capital Project Number.

Provide space in upper left-hand corner for DBS approval stamp.

#### 9.7.2 Architect or Engineers Stamp

A State of Idaho professional stamp with signature, and date of responsible DP or sub-consultant shall be included on every title block in the final bid sets.

#### 9.7.3 Use of UI Logos or Branding

Use of University of Idaho wordmarks and/or logos (past or present) is not allowed on the drawings or specifications unless the DP receives prior approval from the UI PM and the UI Marketing & Communications department. If approval is given, the DP shall review the requirements and stipulations of use at the UI Brand Resource Center.

Use of licensed University of Idaho Athletics word marks or logos (past or present) is not allowed on the drawings or specifications unless otherwise authorized.

#### 9.7.4 Room Numbering on Floor Plans

On all new building projects and/or major remodels that make significant changes to the existing floor plans, all new room numbering shall conform to the following table:

	General Room Numbers	Elevators	Circulation Spaces	Mechanical Rooms	Stairs
Basement	001 - 099	ELB1 - ELB9	HL01 - HL09	ME01 - ME09	STB1 - STB9
First Floor	100 - 199	EL11 - EL19	HL11 - HL19	ME11 - ME19	ST11 - ST19

Second Floor	200 - 299	EL21 - EL29	HL21 - HL29	ME21 - ME29	ST21 - ST29
Third Floor	300 - 399	EL31 - EL39	HL31 - HL39	ME31 - ME39	ST31 - ST39

**Additional Room Numbering Notes:**

1. All numbers should be 3-4 characters (if possible).
2. Where it makes sense to do so, small suites may be numbered by adding a letter to the end of the room number. For example, suite 300 may consist of rooms 300A, 300B, 300C, and 300D. This should only be used in limited areas and only at the approval of the UI PM and UI Space Planner
3. Circulation numbers are only used for spaces that are classified as "Non-assignable" based on the "Postsecondary Education Facilities Inventory and Classification Manual" published by the National Center for Education Statistics.
4. Typical numbering is counter-clockwise with even numbers on the LEFT side of the corridor and odd numbers on the RIGHT (if possible).
5. The most important consideration in the room numbering strategy is wayfinding. The DP shall consider wayfinding and how people will be intuitively directed through the building.
6. Steam Tunnels are considered Mechanical Rooms.

The Design Professional shall submit room numbering plans to the UI PM and UI Space Planner for review and approval during the Design Development Phase.

#### **9.7.5 HVAC Equipment Labeling**

Refer to Section II – Construction and Technical Standards, "Division 23 – HVAC" for UI standards for labeling Air Handler Units and distribution VAV boxes on the mechanical drawings.

## **CHAPTER 10 – BIDDING, PRINTING and PERMITS**

The discussion in this section pertains to standard public bidding of design-bid-build University projects. Other options include: Selection of a Construction Manager / General Contractor, Informal / Abbreviated Bidding for projects under \$200,000, construction by UI Building Trades staff, and sole source bid quotes on projects less than \$50,000. The UI PM will determine the appropriate method and obtain approval as applicable.

### **10.1 Bid Date, Time and Location**

When the Construction Documents are ready for bidding, the UI PM will work with the Design Professional to establish a bid date and time.

The bid period shall be a duration of time as appropriate for the size of project and scope of work. Most projects will have a bid period duration of three (3) to four (4) weeks. Smaller projects might have a bid period duration as short as two (2) weeks.

Bid time and date is typically set at 2:00 pm on a Tuesday or Thursday unless otherwise authorized by the UI PM.

Bids for projects on the main campus in Moscow, Idaho will be opened at the offices of Architectural and Engineering Services. If the project is located at one of the UI extension campuses or research sites, the UI PM may elect to hold a bid opening locally at a place and time to be determined.

### **10.2 Advertisements**

The Design Professional and UI PM shall work together to edit the bid advertisement. The Ad-for-Bid must be processed internally at the UI and signed by the UI Vice President, Finance and Administration.

Arrangements and payments for advertisements will be made by the Owner.

### **10.3 Bid Document Distribution**

The Design Professional shall issue bid documents to all plan centers on the UI Regional Plan Center list, issue bid documents to prospective prime bidders, maintain an accurate plan-holders list, and receive and refund bid document deposits where applicable. The DP may implement the use of an on-line plan service or printing center for the distribution of electronic and printed plans. The DP shall make the bid documents available electronically, via the internet, e-mail, or other hosting service.

The Design Professional shall not issue bid documents to additional plan centers without approval by the UI PM. The UI Regional Plan Center list can be found online at the following:  
<https://www.uidaho.edu/infrastructure/facilities/rfq-ad-for-bid>

The UI PM will approve reimbursement of printing and distribution costs.

Bid documents, either partial or full sets, may be distributed to other interested parties, as well as additional sets to prime bidders at cost, non-refundable.

The DP will send one full size set of printed plans and specifications, and one half-size set of printed plans and specifications, to the UI PM. Additional sets may be requested by the UI PM.

### **10.4 Bid Period Questions and Addenda**

The Design Professional is expected to answer bidders' questions, review/approve substitution requests, and issue addenda to all plan-holders. All addenda require UI PM review and approval prior to issuing.

All addenda shall be issued under the Design Professional's name or letterhead and contain the date issued. The DP shall issue Addenda to the entire plan holders list including regional plan centers. The UI PM will coordinate posting of Addenda to the UI website if required. The last addendum should be issued to bidders at least four (4) calendar days prior to bid opening, the exception being an addendum to delay or cancel the bid.

### **10.5 Pre-Bid Conference**

A pre-bid conference will typically be held for prospective bidders. Pre-bid conferences shall not be made mandatory for bidders unless otherwise directed by the UI

The DP shall be expected to run the Pre-Bid Conference and will have an agenda and attendance sign-in sheet ready for the meeting. The DP shall take thorough notes of all items discussed or observed and prepare minutes for the Pre-Bid. The minutes shall be included in an addendum. (An example of a UI Pre-Bid Conference agenda is included in Appendix B of these guidelines.)

### **10.6 Bid Opening Procedures**

The bid opening shall be conducted by either the Design Professional or the UI PM. Attendance by the DP is required unless otherwise discussed with the UI PM.

The bid opening is public information, therefore submitting contractors and other interested parties are welcome to witness the bid opening. The UI PM will invite members of the UI Stakeholder Group as appropriate. Sealed bids will be opened and read aloud by the DP or UI PM.

The UI CCS, unless otherwise coordinated with the DP, will complete a standard bid tabulation summary which lists those bidders who submitted their bid prior to the bid deadline, a checklist of required bid items, public works contractor's license, base bid amounts, bid alternate amounts, and names of primary

HVAC, plumbing, electrical and fire sprinkler sub-contractors.

#### **10.7 Disclosing Bid Results**

As soon as possible after the bid opening, the UI CCS will electronically transmit the bid results to the Design Professional and the regional plan centers. The bid results will be posted to the UI website.

The Design Professional shall provide the results of bidding to those inquiring and state that "all bids are taken under advisement" until the contract award is made. The Design Professional is to give no indication of the potentially successful bidder without UI approval/confirmation. The Design Professional shall not initiate any contact with the bidders unless directed by the UI PM.

#### **10.8 Formal Acceptance of the Bid**

The UI PM, the UI CM, the DP, and representatives of the UI Stakeholder Group will make a preliminary determination of the acceptance or rejection of the base bid and any alternates. If any low bid is identified as non-conforming, the bid material shall be reviewed by the UI CCS and UI CM, who will issue formal bid rejection letters if applicable.

#### **10.9 Construction Contract and Notice of Intent to Award**

The UI CCS will prepare the Owner-Contractor Agreement and issue a Notice of Intent to Award to the accepted, low bid Contractor. When all signatures, contractor's licenses, bonds, subcontractor listing, and insurance documentation have been received, reviewed and are found to be in order, the UI CCS will coordinate final approval and signature of the Agreement by the UI Vice President, Finance and Administration.

#### **10.10 Permits and Fees**

The Contractor shall, without additional expense to the UI, be responsible for obtaining all necessary licenses and permits, the costs for which are to be made a part of the base bid.

All University of Idaho construction projects are required to have a building permit issued by the Division of Building Safety. It is the contractor's responsibility to obtain this permit and include that cost in the base bid work. This requirement shall be noted by the DP in the project manual and reiterated in the Pre-Bid Conference.

#### **10.11 LEED Design Phase Submittal**

The Design Professional shall be prepared to submit the LEED Design Phase Submittal (where applicable) at the successful conclusion of the bidding phase.

### **CHAPTER 11 - CONSTRUCTION ADMINISTRATION**

#### **11.1 Pre-Construction Conference**

##### **11.1.1 Scheduling the Conference**

The DP, in coordination with the UI PM, is responsible for scheduling the pre-construction conference with the Contractor. The pre-construction conference should occur after the contracts are signed and the UI is ready to issue the written Notice to Proceed (NTP).

##### **11.1.2 Participants**

Those attending will include the Design Professional and major sub-consultants, UI PM, UI CM, UI



CI, representatives from the UI Stakeholder Group, Contractor and major sub-contractors. The UI PM will also coordinate the inclusion of UI Parking and Transportation Services and other campus entities as required.

#### **11.1.3 Meeting Chair and Agenda**

The DP will chair the pre-construction conference and have a detailed agenda ready for the meeting. A sample Pre-Construction Meeting Agenda is included in "Appendix A" of these guidelines, or may be downloaded at: <https://www.uidaho.edu/infrastructure/facilities/info-requests/forms>

The Design Professional will record and distribute the minutes of the meeting.

### **11.2 Construction Progress Meetings**

The general schedule for construction progress meetings shall be established at the pre-construction conference. Meetings are typically scheduled a minimum of once per month unless the scope and schedule of the project requires progress meetings at more frequent intervals.

These regular meetings should be attended by the DP, the DP's consultants when applicable, the UI PM, the UI CM / CI, contractor, major sub-contractors, and specialty sub-contractors including major suppliers when applicable. The DP shall maintain a status list of all project SI's, RFI's, PR's, CCD's, Change Orders, and Shop Drawings to be reviewed at each meeting.

The Design Professional will chair the meetings, record and distribute the minutes.

### **11.3 Contractor Inquiries**

Any questions raised by the contractor shall be documented by the Design Professional. The Design Professional shall expeditiously provide written answers to contractor questions or requests for information (RFI). Each question or request should be assigned a number and tracked.

Any impact to construction cost or schedule must be noted. All changes to the construction contract should be initiated through a Proposal Request (PR) or Construction Change Directive (CCD) and must be finalized in a Change Order (CO).

### **11.4 Change Orders**

Change Orders document the modifications to an existing contract. The change order procedure can be initiated by the Owner, Contractor, or the Design Professional. The Design Professional will generally start the process using a Proposal Request form.

### **11.5 Proposal Request (PR)**

Proposal Requests are issued to the contractor by the Design Professional. The contractor shall provide the required cost information including labor, material, equipment, subcontract and allowable overhead and profit breakdown, and any extension of the contract duration.

The Design Professional shall review the Contractor's change order proposals for compliance with the General Conditions, and to ensure that the costs and time requested are reasonable in comparison to industry standards.

The response must be accepted by the UI PM prior to its conversion into a Change Order (CO).

### **11.6 Construction Change Directive (CCD)**

If immediate approval to proceed with a change in the work is necessary, a CCD may be used to



authorize work to maintain the project schedule, to protect property, or for health / safety reasons. A CCD should only be used when Proposal Request and Change Order preparation and execution cannot be done prior to the event imposing on the project schedule and/or cost.

In an emergency, the Design Professional, UI PM or UI CM can obtain verbal authorization to proceed with CCD work. The Contractor, Design Professional, UI PM and UI CM must all be in agreement to authorize work by CCD.

A CCD may be authorized to commence the work for a maximum not-to-exceed amount. After the work is completed, the Contractor must produce itemized cost and labor data in compliance with the terms of the Agreement. This cost data must be reviewed and approved by the Design Professional and UI PM prior to conversion of a CCD into a CO.

### **11.7 Construction Observation**

The Design Professional, in consultation with the UI PM and UI CM, shall establish a mutually satisfactory schedule for site visits in accordance with the Agreement. The Design Professional shall prepare and distribute written reports of all site visits.

Any construction observed by the Design Professional to be out of conformance with the contract documents shall be documented. The report of non-compliance shall be transmitted to the Contractor, with information copies to the UI PM, UI CM, and UI CI.

If the UI PM, UI CM or UI CI observes construction which appears to be out of conformance, the observation shall be reported to the Design Professional. Only the Design Professional shall direct the Contractor in matters involving interpretation of the drawings or technical specifications.

The DP shall periodically review Contractor progress in adhering to specifications, documentation and reporting requirements related to LEED.

Any questions or Requests for Information (RFI's) submitted by the Contractor shall be documented by the Design Professional. The DP shall expeditiously provide written answers to the Contractor with copies to the UI PM, UI CM and/or UI CI.

### **11.8 Submittals and Shop Drawings**

The Design Professional is required to communicate clearly to the contractor, at the pre-construction conference or shortly thereafter, all the required submittals, i.e., schedule of values, list of subcontractors, progress schedule, materials, equipment, shop drawings, operation and maintenance manuals, and any other submittals required for the project. The DP shall inform the Contractor and UI PM if submittals are not being provided as required.

The Design Professional shall check the Contractor's shop drawings, material and equipment submittals for compliance with the contract documents. Substitutions approved by the Design Professional must also be approved by the UI PM when appearance, performance, maintenance or operation is impacted. The DP shall distribute shop drawings to the UI PM for conformance review at the same time the DP is reviewing shop drawings. Any UI comments will be sent to the DP and incorporated in the DP's submittal review comments.

### **11.9 Processing Contractor's Payment Requests**

The Contractor shall send all payment applications to the DP for review. If the Contractor's payment request is incorrect, the payment request shall be sent back to the Contractor along with written directions identifying the needed corrections. No payment request shall remain in the possession of the Design Professional longer than seven days.

The Design Professional shall check the percentage of completion on all line items in the schedule of values, verify the pay period dates are accurate, that the total amount due on the payment request reflects construction progress to date, and that the amount remaining on the contract is adequate to complete the work. The Design Professional shall confirm that the amounts requested are correct, and then forward to the UI PM and UI CCS with a recommendation to proceed with processing and payment.

## **CHAPTER 12 - PROJECT CLOSE-OUT**

### **12.1 Project Completion and Acceptance**

The Design Professional shall schedule the substantial completion inspection with the Contractor, UI PM and UI CI. The DP shall prepare and issue the "punch list" to the Contractor and monitor the Contractor's performance to ensure the work on the list is completed. Comments and punch list items generated by any UI representatives should be evaluated by the DP for inclusion in the final "punch list".

The Design Professional shall take the lead role in monitoring the project completion and close-out process. The DP shall diligently encourage the Contractor to complete the work in accordance with the contract documents and within the contract time for completion.

### **12.2 O&M Manuals**

The Design Professional shall review O&M Manuals for compliance with the contract documents. Information provided shall be specific to the equipment and systems installed in the project and should include all major shop drawings and warranties. A finish legend should be provided with the O&M Manual identifying products and manufacturer color selections.

### **12.3 Extra Stock**

The DP shall develop a log sheet or form that lists all extra stock, overage and/or spare parts required by individuation technical specifications. The form shall list all extra stock items and provide spaces to document "date delivered" and signatures of the Owner and Contractor representatives. The UI CI and/or UI PM will monitor the delivery of extra stock and fill out the log sheet. Final project acceptance won't be granted until all extra stock is delivered.

### **12.4 Owner Training**

The Design Professional shall review the Contractor's training plan and training material to ensure compliance with the contract documents. The DP shall make sure Owner Training is scheduled through the UI CM or CI. Where necessary, the documents shall require the Contractor to provide video of the training sessions.

On large or complex projects, it may be beneficial to specify extended training sessions that require the Contractor to present follow-up training six months after occupancy.

### **12.5 Testing and Balancing**

When Testing and Balancing is required by projects, the DP or DP's sub-consultants shall oversee the testing and balancing process and spot check results to ensure accuracy. Provide for re-balancing if spot checks identify discrepancies. Assure that systems such as elevators, electrical, fire alarm, fire sprinkler, telephone and data cabling are properly tested and conform to project requirements.

### **12.6 Commissioning**

When Commissioning is included on a project, the DP shall assist the Commissioning Authority by providing information on design and obtaining needed information from the Contractor.

## **12.7 Substantial Completion**

The DP and UI PM shall determine the date of Substantial Completion. That date establishes the completion of the contract for purposes of liquidated damages and begins the one-year contractor warranty period.

“Substantial Completion” shall mean that point at which the building or impacted remodel area can be occupied, used and operated for its intended purpose. Incidental corrective or “punch list” work may still need to be completed.

The following are prerequisites to establishing Substantial Completion:

- Completion of all contracted work except incidental punch list items,
- Permits and approvals such as electrical, plumbing, elevators and fire systems are received,
- Testing and Balancing of building systems is complete,
- Building Commissioning is substantially complete,
- Owner Training has been completed,
- The DBS building inspector is ready to issue the Certificate of Occupancy or Completion.

The time between Substantial Completion and the completion of all remaining corrective or “punchlist” items should be no more than thirty (30) calendar days, unless authorized by the UI PM and/or UI CM.

## **12.8 Final Completion and Acceptance**

The Design Professional shall manage the final completion process to ensure that the University receives a building that can be operated and maintained in the manner envisioned in the design. Final Completion means that the work is fully and finally completed in accordance with the contract documents and that all other contract requirements have been met. The following are prerequisites to establishing final completion:

- Any claims resolved, all CCD and PR items completed and Change Orders processed,
- Completion of all Punch List work,
- Submittal of completed and accepted “as-built” documents from the Contractor.
- Submittal and approval of O&M Manuals,
- Adjustments for liquidated damages,
- Retention identified for any extended or delayed training,
- Building Commissioning completed (when applicable),
- All final releases and documentation have been submitted and approved,
- Tax Release has been issued to the Contractor by the Idaho State Tax Commission.
- All extra stock and spare parts have been delivered to the Owner.
- All keys have been returned, and Key Request paperwork is completed.

The completion of the following closeout documents must be coordinated by the Design Professional and submitted to the Owner (Refer also to Division 0 Contract Requirements and Boilerplate):

- Certificate of Substantial Completion
- Consent of Surety to Final Payment
- Contractor’s Affidavit of Payment of Debts & Claims
- Contractor’s Affidavit of Release of Liens

When the above conditions have been met, the Owner shall approve final acceptance and payment.

## **12.9 Design Professional Final Deliverables**

At the end of the project, unless otherwise directed by the UI PM, the DP shall provide to the Owner the following final deliverables:

### **12.9.1 As-Built Drawings and Specifications**

The DP shall provide to the UI one physical copy and one electronic pdf copy of the plans and

specifications, with all as-built conditions and document changes edited into the plans or otherwise annotated on the documents. The title block on the plan drawings should be clearly marked as "As-Built" and shall include the revised printing / issue date. These as-built drawings and specifications will be placed in the University's physical and electronic archive.

#### **12.9.2 CAD / Revit Files**

The DP shall provide an electronic copy of the floor plans in AutoCAD format. The floor plans may be "cleaned" at the DP's discretion to protect intellectual property. The plan backgrounds will be used to update the University's "Building Reference Plans".

#### **12.9.3 Document Binder**

Unless otherwise directed by the UI PM, The DP shall provide a binder (one copy) containing all project Addenda, Supplemental Instructions, RFI's, Proposal Requests, CCD's, and Change Orders.

#### **12.9.4 LEED Construction Submittal and Final Report (When applicable)**

The Design Professional shall coordinate and submit the final LEED Construction Submittal, review and answer any USGBC comments, and prepare documentation related to a final report and certification level.

### **12.10 Warranty Period**

The warranty period generally begins on the date of Substantial Completion and extends for a period of one full year. Warranty periods for individual building systems, products or equipment may be longer.

Should any warranty issues arise during the Warranty Period, the UI PM will submit a Warranty Deficiency Report directly to the Contractor, with copies to the DP.

The Design Professional and/or UI PM shall schedule a walk-through prior to expiration of the warranty period. The walk-through should be attended by the DP, Contractor, UI PM, UI CI, and any UI Stakeholder representatives as applicable. All deficiencies and highlights should be noted in the minutes by the Design Professional.

The University may, at its discretion, survey the building occupants and conduct an in-house inspection to determine if a full Warranty inspection is required.

Under either option, the Contractor will correct all viable deficiencies identified.

## **CHAPTER 13 - PUBLIC WORKS CONTRACTOR REQUIREMENTS**

### **13.1 Authority**

Idaho Statutes: Title 54. Professions, Vocations, and Businesses; Chapter 19. Public Works Contractors

Note: The following Idaho Code Title 54, Chapter 19 citations are paraphrased and/or shortened from the official statutes for the purposes of highlighting critical information for prospective contractors. The listed citations below are only a small part of the overall content of Title 54, Chapter 19. Contractors shall review the full content at:

<https://legislature.idaho.gov/statutesrules/idstat/Title54/T54CH19/>

### **13.2 Definitions (IC 54-1901)**

"Public Works Contractor," is any person who, in any capacity, undertakes, or offers to undertake, or

purports to have the capacity to undertake any construction, repair or reconstruction of any public work, or submits a proposal to, or enters into a contract with, the state of Idaho, or any department or agency thereof.

"Public Works construction" includes any or all of the following branches: Heavy construction, Highway construction, Building construction, and Specialty construction.

### **13.3 Unlawful to engage in public works contracting without license (IC 54-1902)**

It shall be unlawful for any person to engage in the business or act in the capacity of a public works contractor within this state without first obtaining and having a license. (IC 54-1902.1)

It shall be unlawful for any public works contractor to subcontract in excess of eighty percent (80%) of the work under any contract to be performed by him as such public works contractor according to the contract prices therein set forth, unless otherwise provided in the specifications of such contracts. (IC 54-1902.2)

Except as provided in subsection 54-1902(4), it shall be unlawful for any public works contractor to:

Accept a bid from any person who at that time does not possess the appropriate license for the project involved. (IC 54-1902.3.a)

Accept bids to sublet any part of any contract for specialty construction from a specialty contractor who at that time does not possess the appropriate license in accordance with this chapter. (IC 54-1902.3.b)

### **13.4 Exemptions**

Duly licensed architects, licensed engineers, and land surveyors when acting solely in their professional capacity. (IC 54-1903(8))

Any construction, alteration, improvement or repair involving any single project involving any number of trades or crafts with an estimated total cost of less than fifty thousand dollars (\$50,000). (IC 54-1903(9))

No contractor shall be required to have a license to submit a bid or proposal for contracts for public works financed in whole or in part by federal aid funds, provided that, **at or prior to the award and execution of any such contract, the successful bidder has secured a license** as provided in this chapter. (IC54-1902(4))

### **13.5 Classes of Licenses (IC 54-1904)**

- Class "Unlimited": Maximum Contract Limit: No Limit
- Class "AAA": Maximum Contract Limit: \$5,000,000
- Class "AA": Maximum Contract Limit: \$3,000,000
- Class "A": Maximum Contract Limit: \$1,250,000
- Class "B": Maximum Contract Limit: \$600,000
- Class "CC": Maximum Contract Limit: \$400,000
- Class "C": Maximum Contract Limit: \$200,000
- Class "D": Maximum Contract Limit: \$50,000

The total of any single bid on a given public works project, or the aggregate total of any split bids, or the aggregate of any base bid and any alternate bid items, or the aggregate total of any separate bid by a licensee of any class, except Class "Unlimited," shall not exceed the estimated cost or bid limit of the class of license held by the licensee. The aggregate total of bids shall include all bids of subcontractors. (IC 54-1904.6)

### **13.6 Filing of Notices and Income Tax Returns (IC 54-1904A)**

Within thirty (30) days after any public works contractor who is required to be licensed pursuant to this chapter has been awarded a contract for construction to be performed within the state of Idaho involving the expenditure of any public moneys, the contract awarding agency shall notify the state tax commission that the contract has been awarded and shall provide to the state tax commission the name and address of the prime contractor. Upon written request of the state tax commission, the prime contractor, within thirty (30) days, shall file with the state tax commission a signed statement showing the date on which such contract was made or awarded, the names and addresses of the home offices of the contracting parties, including all subcontractors, the state of incorporation if the party is a corporation, the project number and a general description of the type and location of the work to be performed, the amount of the prime contract and all subcontracts, and all other relevant information which may be required on forms which may be prescribed by the state tax commission. The state tax commission shall forward to the administrator such information from the form as the administrator and the state tax commission agree is necessary for the administrator to fulfill the requirements of section 54-1913, Idaho Code. Every contractor or subcontractor whose name appears on any such notice shall be required to file income tax returns with the state tax commission and to pay all income taxes which may be due thereon pursuant to law for all years in which any public moneys were received by him in connection with any construction work which was performed within the state of Idaho.

### **13.7 Performance and Payment Bonds (IC 54-1926)**

Before any contract equal to or greater than fifty thousand dollars (\$50,000) for the construction, alteration, or repair of any public building or public work or improvement of the state of Idaho, or agency thereof, is executed, the person to whom such contract was awarded shall furnish to the state of Idaho, or agency thereof, bonds that shall become binding upon the execution of the contract.

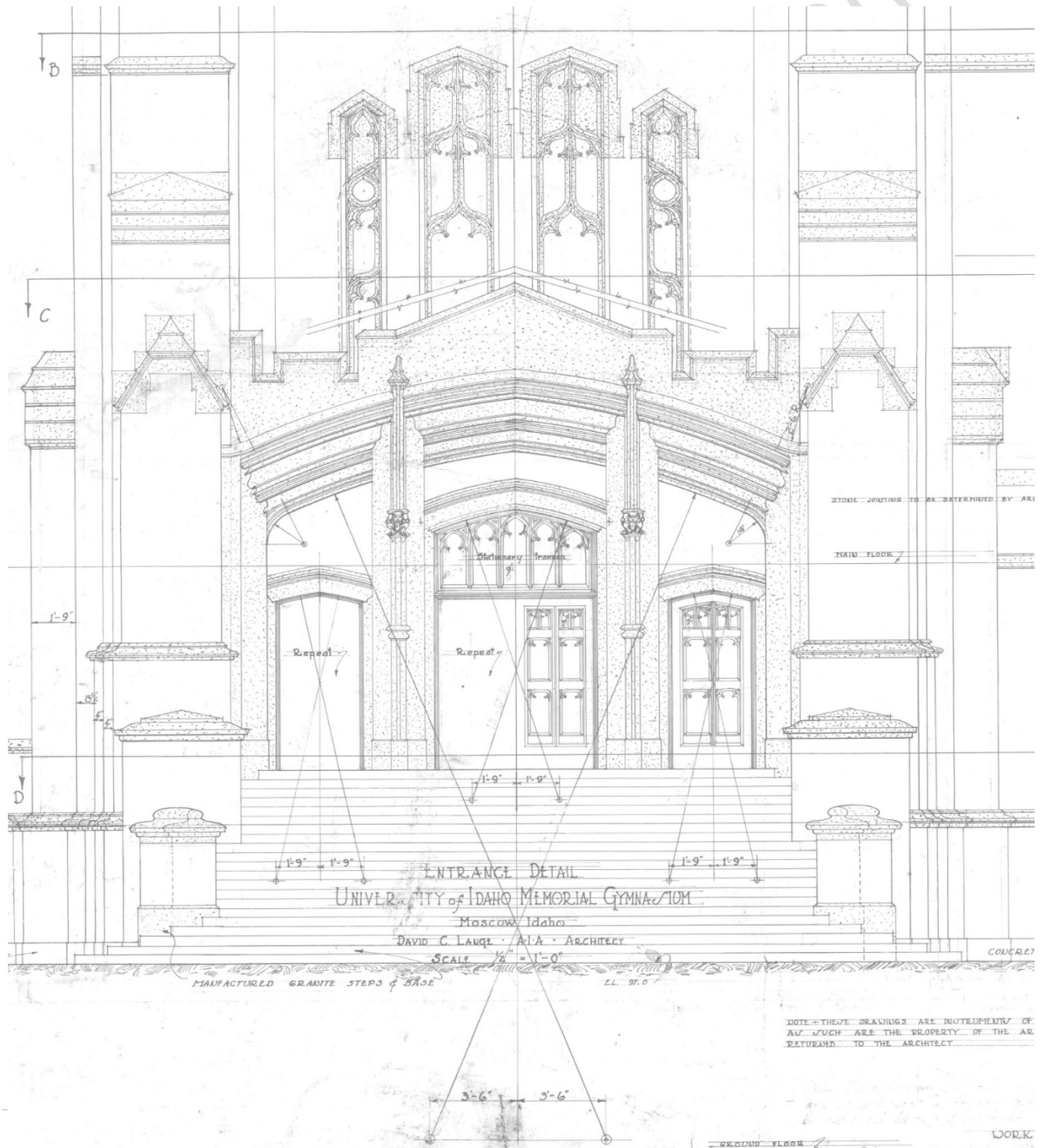
A performance bond in any amount to be fixed by the contracting body, but in no event less than eighty-five percent (85%) of the contract amount conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof. Said bond shall be solely for the protection of the public body executing the contract.

A payment bond in an amount to be fixed by the contracting body but in no event less than eighty-five percent (85%) of the contract amount, solely for the protection of persons supplying labor or materials, or renting, leasing, or otherwise supplying equipment to the contractor or his subcontractors in the prosecution of the work provided for in such contract.



## SECTION II

### CONSTRUCTION and TECHNICAL STANDARDS





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ROUGH DRAFT

## Construction and Technical Standards SCOPE and INTENT

These standards represent the preferred construction products, materials, details and systems to be used by Design Professionals in the development of programs, plans, specifications and construction documents for all projects on property owned by the Board of Regents, University of Idaho. The standards are the result of years of experience in designing, building and operating facilities for the University of Idaho and include a historical knowledge of what products and methods have best served the University.

Components listed in these standards are selected through pre-qualification guidelines including, but not limited to, performance characteristics, code/regulatory compliance, safety concerns, maintenance control and inventory standardization. These standards represent the intent of the University of Idaho to address the following primary criteria:

- Safety
- Reliability
- Maintainability
- Efficiency
- Sustainability

These guidelines are to serve Design Professionals in the preparation of all necessary documents and specifications required to deliver a complete project. Design Professionals are advised to refer to those sections of the Construction and Technical Standards that apply to each project and review all the information therein. Design Professionals shall integrate the use of all standards, products and methods into the construction documents and specifications as coordinated with the UI Project Manager

The Construction and Technical Standards are organized in a manner that approximately corresponds with the industry standard "Construction Specification Institute (CSI) MasterFormat; 2016 Version". This format is for convenience and organizational clarity and does not implicate that the DP's specifications must be organized using the same CSI MasterFormat version. Design Professionals may use earlier versions of the CSI MasterFormat at their discretion, to include the pre-2004 16-Division formats.

It should be clearly understood by all persons using these standards that they are not specifications documents. Design and document preparation continue to be the Design Professional's responsibility. Construction means, methods, techniques and procedures remain the Contractor's responsibility.

The requirements of these guidelines and standards are not intended to supersede any adopted or applicable building codes, ordinances, statutes, regulations or laws. If there is a conflict with any requirement in the Construction and Technical Standards, the applicable code or law takes precedence.

## DIVISION 01 - GENERAL REQUIREMENTS

### **01 10 00 Summary**

#### **Work by Owner**

The Owner (UI) reserves the right to award other contracts related to the project, or to self-perform certain work related to the project. Any such work may or may not be known to the Owner or disclosed to the contractor prior to execution of the Agreement. The Contractor shall afford the Owner and such other contractors reasonable opportunity for the access to the jobsite, storage of materials and equipment and the ability to execute the Owner's work.

The changing needs and requirements of a dynamic campus require flexible contract administration capabilities. Consequently, the University of Idaho is a hands-on owner during all construction projects. Adjustments are inevitable and scope changes should be expected. Immediate coordination access to the contractor is vital. To form the necessary contract administration partnership with the contractor, the specifications for all projects shall include the following.

### **01 14 00 Work Restrictions**

#### **Hours of Operation**

City of Moscow noise ordinance allows work between 7:00 AM and 9:00 PM. University requirements may be more restrictive on a project by project basis.

#### **Street Closures**

Any work which closes or impacts the flow of traffic on any street shall conform to all City of Moscow and Department of Transportation (DOT) requirements. This includes, but is not limited to prior City approval, use of Class "A" Barriers, signage and other traffic control devices, and the use of flag-persons with hard hats and high visibility apparel. Signage and traffic control must follow the Manual for Uniform Traffic Control, current edition. The City will need a complete plan submitted from a traffic control company for review.

#### **Lifting and Hoisting**

The contractor shall review all lifting and hoisting plans with the UI CM prior to bringing any cranes or hoisting equipment on campus. The contractor shall provide evidence ensuring that employees and/or operators have received required training and are certified and licensed to operate applicable cranes, hoists and equipment. In certain cases, the UI may require the submittal of an engineered hoisting plan outlining equipment lift capabilities / restrictions specific to the work.

The contractor shall provide a schedule for any hoisting operations and a safety plan for barricading the site during lifting operations. Any lifting over occupied spaces is strictly prohibited. A crane / lifting plan for occupied spaces shall be coordinated with the UI CM and UI PM far enough in advance to allow adequate time to vacate spaces as necessary.

#### **Building Access**

Building access is strictly controlled on campus by the UI Facilities Director of Trades and the UI Key Shop. Exterior access to UI buildings will be achieved, when possible, using the UI Vandal Card Access system. Contractors and Design Professionals may be required to obtain a UI Vandal Card

from the UI Vandal Card Office while working under an official UI contract or project. If the work can be performed during normal business hours, then this requirement may be waived by the UI PM or UI CM.

If after-hours or weekend work is deemed necessary by the UI PM, advanced notice should be given to the UI Key Shop. If the contractor or consultant has been issued a UI Vandal Card in advance of the work, then access rights can be set up through the network and can be granted more quickly ... within the hour in many instances.

Room by room interior keyed access is strictly controlled on campus by the UI Facilities Director of Building Trades and the UI Key Shop.

### **Building Keys**

Key requests require the contractor or consultant to fill out a UI Key Request Form. Lines 1 through 3 shall be filled out by an authorized agent of the Contractor or Design Professional making the request. No UI keys can be issued to an individual or firm that does not have a current contract agreement directly with the University of Idaho or the Division of Public Works.

Building keys will not be issued to subcontractors on any UI or DPW projects. Subcontractors will be required to obtain key access via the General Contractor holding a contract or agreement associated with the project. The GC will be responsible for monitoring distribution and use of keys to subcontractors.

Any Key(s) issued to an individual or firm must be returned with the required accompanying paperwork, signed by an authorized UI Agent and marked "all keys returned". This paperwork is required as a part of the project close-out documents and retained dollars or final pay applications will not be processed by the UI or DPW until the return paperwork is completed. Partial sets of returned keys will not prompt a release of retained dollars. Retainage will only be released after all keys are returned.

Keys not returned, or keys returned without completing the proper paperwork, will be considered lost and will initiate the process of re-keying the impacted area(s). The University's cost for re-keying work will be deducted from the Contractor's final pay application or retainage, or both.

At the request of the Contractor, the UI PM may hold the final pay application for thirty (30) days while the Contractor attempts to locate any missing keys. If, after thirty (30) days, the Contractor is unable to produce all the keys listed in the Key Request paperwork, the UI PM shall initiate the re-keying process and deduct the costs associated with that re-keying effort from the final payment application or retainage, or both.

### **Contractor Conduct on Campus**

All general contractors working on University of Idaho property, including all associated subcontractors, laborers, staff and vendors under the Contractor's supervision, shall comport themselves in a professional and courteous manner at all times. The UI has a zero-tolerance policy regarding abusive behavior or interactions with students, faculty and staff. The university strives to promote a safe, diverse and respectful learning environment. Any incidents of abusive, suggestive, racial, and/or discriminatory comments, behaviors or interactions are grounds for immediate and permanent removal of individuals from the jobsite and campus.

The same policy extends to any vehicles belonging to the Contractor as well as all associated subcontractors, laborers, staff and vendors under the Contractor's supervision. The university requires that lewd or suggestive icons, logos, banner, placards, or images be removed or sufficiently covered while the vehicle is on campus.

If the Contractor, or any associated subcontractors, laborers, staff and vendors under the Contractor's supervision, find themselves in a situation where unauthorized UI staff or students are asking for work stoppages, attempting to give direction or instruction, or otherwise acting in a rude or harassing manner, then the Contractor and/or his workers shall be expected to keep their composure, remain courteous, and call the UI CM, UI CI, or UI PM immediately to help diffuse the situation.

If any unauthorized UI staff or students are trespassing on, or trying to shortcut through, the Contractor's construction fencing or safety barriers, the Contractor, or any associated subcontractors, laborers, staff and vendors under the Contractor's supervision, shall; 1) make sure that the individual is not in immediate danger by whatever means necessary; 2) remain calm and explain to the individual why they can't be in that area, and; 3) escort the individual out of the construction zone. If the Contractor experiences any trouble with repeat offenders, or experiences rude or aggressive behavior, then the Contractor shall maintain composure and call the UI CM, UI CI, or UI PM to help intervene on behalf of the contractor. Repeat offenders or problem individuals will be reported to Campus Security.

#### **Use of Tobacco Products**

Smoking and other use of tobacco products is prohibited on campus for all students, staff, and visitors. This includes contractor job sites on campus property.

#### **Use of Radios / Music**

The use of radios and/or other music playback devices (without headphones) are prohibited unless otherwise approved by the UI CM or UI CI.

#### **Use of University Dumpsters**

Use of UI dumpsters, recycling bins, or waste receptacles for construction waste or debris is not allowed. The contractor shall make provisions for jobsite waste management and coordinate deliveries and collection of waste and recycling dumpsters within the job site.

#### **Utility Locates:**

Contractors must call for a utility locate prior to any excavation. Many utilities on campus will be located by UI Facilities personnel, but they receive notification through the locate service for this area. The locate service is Digline (in Boise) at 1-800-342-1585 or (208) 342-1585. Digline may ask if the caller has the geographic location of the U of I. It is 39 North, Range 5 West, Section 7

#### **Tree and Landscape Protection:**

The existing campus trees and landscaping are a valuable university resource and shall be protected as such. Refer to the Division 32 "Exterior Improvements" section for detailed landscape protection requirements. Landscape protection requirements shall be included by the Design Professional in the specifications for every project.

### **01 31 00 Project Management and Coordination**

#### **Contractor Superintendent and Job-Site Staffing**

Regardless of project size or value, all contractors holding a contract with the UI must provide a qualified general superintendent or foreman. The contractor shall submit a resume and/or other documents showing basic qualifications of the designated superintendent. The superintendent's qualifications will be reviewed by the University, and if the qualifications are not commensurate for the requirements of the project, then the UI will ask the contractor to provide another selection for superintendent. If the superintendent is away from the project for any reason, the Contractor will have

a designated backup (also to be approved by the UI) to supervise the project site.

The project superintendent, or designated backup, must be present on the job site anytime work is taking place, whether it be self-performed or performed by sub-contractors. No exceptions unless previously authorized by the UI CM. No changes of the superintendent are allowed without prior consent of the UI PM and/or UI CM. This position must provide a contact phone number to the A/E and UI and must be available for after-hours emergency contact by UI Construction Management and/or the prime Design Professional.

If any contractor holds more than one contract with the University at the same time, then a separate superintendent is required for each jobsite/contract unless a specific waiver is granted by the University of Idaho Construction Manager or University of Idaho Project Manager.

On larger projects or specialty construction, other positions or additional staffing by the Contractor may be required. Requirements for additional staffing will be specified in the project documents, and may include:

- General Superintendent  
It is assumed that this individual will represent the contractor primarily, and will be responsible for coordination of subcontractors, technical aspects of the construction, maintenance of the schedule, generation of Requests for Information and similar duties.
- Project Engineer / Document Administrator  
This position will be primarily responsible for coordination and liaison with the owner's project team. He or she may also be responsible for safety meetings, pre-installation meetings, maintenance of as-built drawings, shop drawing and submittal coordination and distribution, monitoring and logging of site visits, and other functions typical of a Project Engineer or Quality Control Officer. This position will also be responsible for coordination with subcontractors and vendors contracted by the owner.
- Contracts Specialist / Administrative Assistant  
This position handles job-site communications, filing, correspondence, distribution of minutes, drafts of pay applications and generally ensures that the job office is staffed during the normal 40-hour work week.

### **Emergency Contact**

The contractor must provide the name and phone number of a designated local employee or resident who is generally available evenings and weekends to respond to emergencies on the job-site. This is not an on-call position, but the phone number provided must be equipped with voice mail or texting to ensure a timely response.

### **Safety Meetings**

The contractor shall conduct a job-site safety meeting each week. Attendance will be required by all employees of every subcontractor. The meeting should be of sufficient duration to cover the topic of the week, and to solicit input on safety concerns from the employees present. An attendance sheet shall be provided as evidence of those meetings and the agenda.

### **UI Stakeholder Coordination**

A designated member of the contractor's on-site staff, in conjunction with the UI Project Manager, may be required to conduct periodic meetings with stake-holders or user-groups selected from the campus community who are most impacted by the construction activity. This will be for a two-way exchange of information, keeping the owner's constituents aware of scheduled activities, and responding to impacts and dangers created by the project. The contractor's representative must have the authority to



respond to issues raised in this meeting.

### **Information at Job Site**

Regardless of the size of the project, unless otherwise authorized by the UI Construction Manager, the Contractor's job site superintendent should have, at minimum, the following information on site and/or readily available for review:

- All Building Permits and Inspection Checklists
- A full set of drawings and specifications with up-to-date corrections showing all documented changes and as-built conditions.
- Material Safety Data Sheets (MSDS) as applicable.
- Approved shop drawing submittals.

## **01 33 00 Submittals**

### **Schedule of Values**

- The Schedule of Values must include a line item and valuated cost for Project Closeout.
- The Schedule of Values must include a line item and valuated cost for Commissioning (when applicable).

### **Construction Schedule**

On projects over \$500,000, or unless otherwise directed by the DP, the contractor shall produce a Critical Path Method (CPM) schedule. The schedule shall be updated every month by means of an actual progress bar underlying the initially-scheduled work bar for each activity. The overall completion date for the project may not be extended or decreased on the CPM schedule until a change order reflecting the new completion date has been signed. In addition, the contractor shall produce an abbreviated, two-week look-ahead, bar chart schedule for use by the subcontractors, the Owner's project team and the campus Stakeholders Group.

### **Overstock and Spare Parts**

Overage (spares and/or extra stock) in the amount of 10% shall be provided for acoustical ceiling tile, acoustical wall treatment, floor tile, carpet, ceramic tile, and other materials unique to the project. The DP shall review this percentage with the UI PM for reasonable adjustments in quantities based on the scope of the project. On larger projects, for example, a 10% requirement for some items can lead to an inordinately large amount of extra stock. Spare parts and extra stock requirements shall be developed for each specification section as coordinated with the UI PM.

The Design Profession shall develop an extra stock transmittal / log form that lists all extra stock items required in the specifications. The Owner and the Contractor will initial / sign-off on each item as it is delivered.

No leftover paint products or partially filled paint cans should be left on UI projects unless specifically instructed in writing. All paint codes and draw down sheets are required in the O&M Manuals. A schedule of paint colors shall be included in the O&M Manuals.

## **01 41 00 Regulatory Requirements**

The Design Professional will submit documents to the Division of Building Safety for plan review and approval prior to acceptance of a Contractor Bid. The Owner will pay for the DBS plan review fees.

The Contractor will obtain and pay for the Division of Building Safety Building Permit, and coordinate DBS inspections and observations of the work as required before work is covered. Plumbing and Electrical subcontractors shall obtain Division of Building Safety (DBS) permits and call for inspections by DBS before work is covered.

The Contractor shall include the cost of all permits in the base bid pricing unless otherwise specified in the Bid Documents. DBS Building Permit Fee charts and calculators can be found at the following location: <https://dbs.idaho.gov/programs/building/index.html>

No local (city or county) permits are required.

#### **Utility Locates:**

Contractors must call for a utility locate prior to any excavation. Many utilities on campus will be located by UI Facilities personnel, but they receive notification through the locate service for this area. The locate service is Digline (in Boise) at 1-800-342-1585 or (208) 342-1585. Digline may ask if the caller has the geographic location of the U of I. It is 39 North, Range 5 West, Section 7

### **01 45 00 Quality Control**

#### **Inspections and Testing**

Contractors working on University of Idaho projects shall familiarize themselves with all items that require inspections and/or testing and will be expected to plan the work accordingly to allow for timely inspections that do not slow down or impede the work. Local inspectors can typically be on site in a timely manner and relatively short notice, the success of which will be greatly increased with advance planning and communication from the contractor.

On larger or more complex projects, it may be in the best interests of the Owner and Contractor to schedule a Pre-Inspection Conference with the Owner, the local DBS Inspector, and the Owner's Special Inspections Agency before the start of construction. The Pre-Inspection Conference will outline the project schedule, review all required code inspections, review all required special inspections, and establish a process for communications and notifications between all parties.

Special Testing Services (compaction, concrete cylinders, welding, etc...) will be contracted separately between the Owner and a qualified testing agency. The Contractor will be expected to coordinate special inspection notices with the testing agency as required.

The University of Idaho reserves the right to inspect all phases of work with UI personnel. The UI CM and UI CI will conduct regular inspections to monitor work progress and ensure that work and equipment installation is being completed in conformance with UI standards.

### **01 50 00 Temporary Facilities and Controls**

#### **Temporary Utilities**

The Contractor may make temporary construction connections to any campus utility at the direction of the appropriate UI authority.

Electricity will not be billed to the contractor. Electricity shall not be used as the primary source for temporary jobsite heating.

Water will not be billed to the contractor.

Steam will not be billed to the contractor. Provisions can be made to use campus steam for temporary jobsite heating, but the contractor must make provisions to return steam condensate to the UI steam system under direction from the UI Steam Plant / Utilities and Engineering Services.

#### **Construction Site Lay-Down and Storage:**

The use of University of Idaho property for lay-down/storage or parking is under the supervision and sole discretion of the University of Idaho Project Manager (UI PM) and/or the University of Idaho Construction Manager (UI CM). The UI PM, UI CM, and the Design Professional will attempt to identify available space(s) prior to the bidding of projects. The use and size of lay-down/storage space is subject to change during the course of the project should any conflict with UI operations arise. All contractors and subcontractors working on UI property must comply with these guidelines and as outlined in the contract documents including project meeting minutes and all instructions contained therein.

If a change or reduction in lay-down/storage area is required, the UI PM or UI CM will make every effort to locate and identify other areas on campus for additional construction lay-down/storage. Consideration and effort will be made to minimize impacts to the progress of construction.

The use of UI property for lay-down/storage does not grant a contractor the indiscriminate use of the designated area for parking or excessive or unnecessary storage.

Unless otherwise instructed or approved, lay-down/storage areas shall be enclosed with six foot (6'-0") high chain link fence and must be secured at all access points with a padlock or equal device capable of securing the area against unauthorized entrance.

Rehabilitation and restoration of all areas used as lay-down and storage space must conform to the directions listed in the Section II - Technical Standards as well as all directions outlined in the construction documents to include project meeting minutes and/or written direction from UI Landscape Exterior Services (UI LES).

Long term storage of trailers, vehicles, or other equipment is not allowed on UI property unless prior arrangements have been made with UI Parking and Transportation Services. Removal of any items will be at the cost of the Contractor and may be held out of retained contract funds.

Fire apparatus and emergency vehicle access to buildings and structures shall be maintained at all construction site laydown and storage areas. The contractor will be expected to review and coordinate construction fencing and barrier requirements, when applicable, with the Moscow Fire Department, and provide access as required.

## **01 55 00 Vehicular Access and Parking**

### **Site Access on Campus**

All vehicle, equipment, trucking, and delivery access to the project site will be coordinated with, and approved by, the UI CM and UI PM. The UI CM and the Contractor will develop a Site Access and Vehicular Safety Plan that is unique to each project. The site access plan is subject to change if conflicts with, or changes in, UI operations should arise. Site access restrictions and vehicular routing may require temporary changes or modifications to accommodate special campus events or activities.

The Contractor, including all associated sub-contractors, laborers, staff and vendors under the Contractor's supervision, MUST adhere to the approved Site Access and Vehicular Safety Plan. These plans are developed to protect University staff, students and visitors and to prevent contractors

and suppliers from inadvertently causing damage to campus landscape, hardscape and/or steam tunnels.

If a construction project requires large equipment, deliveries, or cement trucks to access the site through sensitive or congested sections of the campus, then the UI PM or UI CM may require that all trucks and/or equipment be accompanied by additional spotters. In some cases, equipment, truck and delivery access may be restricted to certain hours of the day.

The UI AES team will make every effort to facilitate site access in a manner that will not impede the construction progress or schedule.

### **Class Changes**

The majority of university classes are scheduled between 8:30am and 5:30pm. Classes typically let out at 20-minutes past the hour and reconvene at 30-minutes past the hour. The campus will be filled with students for that 10-minute period between class changes. Contractors, on any size of construction project, are highly encouraged to restrict any vehicle access, equipment moving or material deliveries during the class change windows. This approach is safer for students, and ultimately, more convenient and expedient for the Contractor.

### **Construction Parking Guidelines:**

#### **UI Parking and Transportation Services**

UI Parking and Transportation Services, (UI PTS), provides parking arrangements and guidelines for all parking on UI property. Contractors and subcontractors working on UI property must comply with all University of Idaho Parking Regulations. Information can be found at:

[www.uidaho.edu/parking](http://www.uidaho.edu/parking)

Construction parking is limited on campus and will be determined and regulated solely by UI PTS in cooperation with UI Architectural and Engineering Services (UI AES). Parking availability will depend on the scope and location of the work to be done.

UI PTS requires a minimum of 1-week notice to close any UI parking lot. Shorter notice may be approved for individual spaces.

#### **Essential Vehicles**

Only Essential Vehicles will be allowed at all UI construction sites or lay-down areas. The determination of what is an “essential vehicle” will be made by the UI CM and UI PTS. Examples may include: superintendent’s vehicle, dump trucks, loaders, forklifts, foreman/service vehicle (limit one per trade unless prior arranged), and other vehicles whose continuous presence is required to perform tasks.

Vehicles allowed to be parked at the construction site or in the core of campus will be restricted by the constraints of the project location and may change during the project if deemed necessary by UI PTS or the UI CM. If parking for personally operated vehicles is not available at the construction site, an alternative parking location(s) will be located as close as practical to the construction site by UI PTS.

#### **Personally Operated Vehicles**

No Personally Operated Vehicles (POV) will be allowed inside a fenced construction site or in the core of campus unless specific authorization is granted by the UI PM, UI CM, or UI PTS.

Personal and non-essential work vehicles that need to park during the workday may obtain temporary construction parking permits through UI AES.

#### **Parking Permits and Citations**

Parking permits are required in all campus parking lots Monday – Friday, 6:00am -5:00pm. Overnight or long-term parking is not allowed. Construction parking permits are valid in all Red, Blue, Silver and Green parking lots. During summer and academic breaks, permits will not be required in Red, Blue, Silver, or Purple parking areas.

All citations issued, must be paid or appealed within fifteen (15) days per UI Parking and Transportation Services policies. All citations may be paid or appealed online at: [www.uidaho.edu/parking](http://www.uidaho.edu/parking) . The UI PM, UI CM or UI CI cannot void or cancel any citations issued through UI PTS.

Contact UI Parking and Transportation Services for all questions regarding parking on UI property.

#### Parking Lot Protection

If one of the UI parking lots has been used as a construction lay down / storage yard, or if the parking lot has been otherwise disturbed by construction, then lot restoration/rehabilitation, at a minimum, will require re-grading of the areas (where applicable), magnetic sweeping for fine construction debris, nails, etc., and the placement of any parking bumpers and signage disturbed by the use of UI parking areas back to their original location.

¾" plywood or other suitable material is required to be in place to protect asphalt if tracked vehicles are used.

Heavy equipment and/or concrete trucks are not allowed in UI parking lots without prior approval by the UI CM or UI PTS. This requirement is in place to protect parking lots from unintentional damage due to overloading of the 2-inch nominal paving systems found in most parking areas.

Paved areas on campus are not to be used for the storage of gravel, dirt or other similar grading materials without prior agreement with UI/AES or PTS for seal-coating and/or re-striping.

## **01 77 00 Closeout Procedures**

### **Certificate of Occupancy**

The State of Idaho DBS will issue a Certificate of Occupancy or a Certificate of Completion.

The building will not be considered Substantially Complete until the DBS inspector agrees that the building is ready for occupancy and is ready to issue the Certificate of Occupancy or Completion. However, the DBS Certificate of Occupancy does not, by itself, indicate that a project has reached Substantial Completion until the other requirements outlined by the project specifications and Chapter 12 of the Section I - Design Guidelines have been met.

The Design Profession and Contractor shall refer to the bidding and contract requirements outlined in the UI Boilerplate and refer also to Section I – Design Guidelines; “Chapter 12 – Project Closeout” for project closeout requirements and required paperwork.

### **Operation and Maintenance (O&M) Manuals**

Three bound copies of the O&M Manuals are required unless otherwise directed by the UI PM.

O&M manuals must contain a copy of all approved product and equipment submittals along with the associated operation instructions, maintenance instructions and warranty information for each product as applicable. Information should be organized similarly to the project specification sections.

O&M manuals shall include a schedule of finishes that lists colors, models, and manufacturers of finish products, including: plastic laminates, paint, base, carpet, resilient flooring, ceramic tile, ceiling tiles,

etc...

The Design Professional shall review drafts of the O&M manuals to make sure all items are included and properly organized prior to delivery of the manuals to the Owner.

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## DIVISION 02 – EXISTING CONDITIONS

### **02 21 00 Surveys**

#### **General**

The Design Professional shall reference or include in the technical specifications any Owner provided Geotechnical Reports, Soils Borings Investigations, and/or Hazardous Materials Surveys as applicable. (Refer to Section 1 – Design Guidelines; “Chapter 6 – Surveys, Testing and Commissioning”.

#### **Site Surveys**

A site survey, when required, will be supplied by the Owner to the Design Professional and Contractor.

#### **HABS / HAER Documentation**

If any significant University buildings are demolished or removed as part of a construction project, then the Owner shall document the existing structure following the guidelines of the National Park Service's Heritage Documentation Programs, to include HABS / HAER guidelines. The AES Director shall determine which buildings warrant HABS / HAER documentation.

The purpose of this documentation is to preserve an accurate record of historic properties that can be used in research and other preservation activities. To serve these purposes, the documentation must include information that permits assessment of its reliability.

HABS/HAER/HALS records include both formal documentation (drawings, photographs, histories) and informal documentation (field records, and other significant materials not meeting HABS/HAER/HALS standards):

- Measured drawings are produced at a precise scale from actual dimensions recorded in the field. Drawings may be produced either by hand or with computer-aided drafting (CAD).
- Large-format photographs are produced as contact prints from 4x5, 5x7, and 8x10 black-and-white negatives and color transparencies. The formats allow maximum enlargement with minimal loss of detail and clarity, and the black-and-white processing allows for archival stability.
- Written histories place the site or structure within the appropriate context, addressing both the historical and the architectural or engineering aspects of its significance.
- Field records are not considered formal documentation because they are the notes, sketches, 35 mm or digital photographs, and field measurements used to create the drawings. Nevertheless, they are the primary source of HABS/HAER/HALS measured drawings and can reveal aspects of a structure or site not emphasized in the formal documentation. They are an important record of the documentation process, and often provide the greatest detail. In addition, field records may include copies of historical views or documents.

### **02 82 00 Asbestos Remediation**

## General

Asbestos Hazard and Emergency Response Act (AHERA) is the U.S. Environmental Protection Agency (EPA) regulation requiring education facilities to inspect asbestos-containing materials (ACM), prepare an asbestos management plan and perform asbestos actions specific to the regulation.

Asbestos Containing Material (ACM) is any material that contains one percent or more asbestos by weight. Common examples of ACM include but are not limited to: pipe and boiler insulation, sprayed on fireproofing, troweled-on acoustical plaster, floor tile and mastic, floor linoleum, asbestos-cement board or shingles, roofing materials, wall and ceiling plaster or joint compound, ceiling tiles, and gasket materials.

### Categories of Asbestos Work

According to federal regulation CFR 1926.1101, removal or maintenance of Asbestos falls under one of four categories:

- **Class I** asbestos work means activities involving the removal of TSI and surfacing ACM and PACM.
- **Class II** asbestos work means activities involving the removal of miscellaneous ACM. This includes, but is not limited to, wallboard, floor tile and sheeting, roofing and siding shingles, and mastics.
- **Class III** asbestos work means repair and maintenance operations, where ACM, including TSI and surfacing ACM and PACM may be disturbed.
- **Class IV** asbestos work means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM, such as stripping ACM floor tile.

## UI Environmental Health and Safety (EHS)

The University of Idaho Environmental Health & Safety (EHS) Department maintains the University's Interim Asbestos Management Plan and is responsible for overseeing compliance with the plan, and applicable regulations and policies. EHS will provide consultation services and assistance with rule application, interpretation, program policies, and work practices. The EHS industrial hygiene team will review all construction and alterations projects and periodically review progress to ensure compliance with the plan, and applicable regulations and policies.

EHS has overall responsibility to assure compliance with the regulations that govern the management of regulated building materials on UI properties. The EHS Industrial Hygienist is the responsible official with regulatory agencies (IDEQ, EPA).

UI Architectural & Engineering Services (UI AES) is responsible for planning building alterations, renovation and/or maintenance work. UI Project managers must contact EHS with any upcoming projects to determine if regulated materials may be impacted by the work. EHS is the determining factor for asbestos oversight and must be informed during the planning stage of any project that might impact ACM.

## Capital Projects

Capital projects that impact ACM must include EHS for oversight to review records and survey all areas within the scope of the project for ACM. Project managers must use UI EHS or an AHERA-certified consultant for survey, design and abatement work for capital projects. UI EHS will make the determination as to whether they will self-perform asbestos material testing and verification or recommend the contracting of a third-party hygienist. All samples associated with asbestos surveys must be analyzed by an accredited National Volunteer Laboratory Accreditation Program (NVLAP) laboratory, sampling results shall be provided to the UI PM and reviewed by EHS.

The hazardous materials survey should be completed at the beginning of the design phase to ensure that any asbestos remediation strategies can be incorporated into the planning and estimating for the

project. The hazardous material survey will be included as supplemental information in the bid documents as applicable.

If asbestos containing material is determined to be present on a project or site, the UI PM, UI EHS and the Design Professional shall formulate a strategy for remediating asbestos containing materials. Options will be based on project size and scope and may include:

- Name and address of Removal of asbestos items by certified UI staff / hygienist. (This option is typically only used if there are small or limited quantities of asbestos materials.)
- The UI will ask the Design Professional (DP) to incorporate the abatement scope into the design / bid documents and specifications. The UI will contract a qualified industrial hygiene firm to provide third party oversight and clearance testing, or the DP's subconsultant may be utilized in the same manner.
- The UI will contract directly with a certified asbestos abatement company to remove asbestos materials from the project site prior to, or in conjunction with, other construction activities.
- For large abatement projects, the UI may elect to conduct a dedicated project, or "Phase I", aimed primarily at asbestos abatement and related demolition. Under this scenario, the UI will contract with a qualified consultant team to provide bid documents and specifications related to asbestos abatement and demolition. The demolition and abatement package will be bid as a stand-alone project with the intent to "clean" the site or project area prior to any "Phase II" renovation or construction work. The UI will hire a qualified industrial hygiene firm to provide third party oversight and clearance testing.

If the contractor encounters any asbestos material during the normal course of construction, or any material that may be considered suspicious or questionable as having asbestos content, then all work shall be stopped in the impacted area immediately. The contractor shall secure the area and contact the UI PM or UI CM immediately. If occupants in adjacent spaces or buildings have the potential to be impacted, then appropriate containment shall be placed around the impacted area. The UI PM will coordinate with UI EHS to provide expedient evaluation and testing of the suspect material. If a material is identified to contain asbestos, the contractor shall maintain appropriate protection and containment until the asbestos remediation plan is established.

In general, all abatement work on campus shall involve the services of a firm that is regularly engaged in the business of hazardous material abatement. This firm must employ, or have access to, an industrial hygienist. The contractor shall produce, through the assistance of the abatement firm, a Work Plan which describes how the abatement activities will take place. The Work Plan will be submitted to UI EHS for approval before any abatement work may begin. UI EHS is the final authority for acceptance of the plan. The Work Plan must contain, at least, the following:

- Name and address of individual (hygienist or principal of firm) who will be responsible for the abatement procedures.
- Contractor licenses.
- Name and address of testing lab.
- Description of testing procedures and levels of measurements.
- Worker certifications and worker medical clearance information.
- Removal methods.
- Description of procedures that will be used to protect the personnel involved in the abatement effort.
- Description of procedures that will be used to ensure adequate separation and protection of the campus community from the abatement work.
- Daily air monitoring results and final clearance results.
- Identification of hazardous waste storage facility or sanitary landfill which will be used for the disposal of the asbestos material.
- Description of the tracking mechanism(s) that will be used throughout the process, including all necessary forms and testing sequences.
- Describe the final closeout, clearance and approval process. Closeout information must

include all disposal manifests, daily logs and workers that performed work on site.

An EPA Notification of Demolition and Renovation permit must be obtained by the Contractor two weeks prior to the start of any work involving hazardous material abatement or selective demolition. There must be a separate permit for each structure. Application for this permit must be coordinated through the University of Idaho Environmental Health and Safety Office (EH&S).

## **02 83 00 Lead Remediation**

The UI PM, in coordination with the University of Idaho Environmental Health and Safety Office (UI EHS), will provide evidence of lead containing paint, coatings or materials in existing construction. This procedure shall be followed for all projects regardless of size, scope, or location.

UI EHS will make the determination as to whether they will self-perform lead material testing and verification or recommend the contracting of a third-party hygienist to perform a detailed lead survey.

The lead materials survey should be completed at the beginning of the design phase to ensure that any remediation strategies can be incorporated into the planning and estimating for the project.

If lead containing paint, coatings or material is determined to be present on a project or site, the UI PM, UI EHS and the Design Professional shall formulate a strategy for removal of lead materials. Options will be based on the levels and amounts of lead containing materials and may include:

- If the percentage of lead quantities are determined to be minimal and may be disposed in an approved landfill as unclassified construction debris, then the DP shall direct the contractor to implement lead safe work practices during material demolition and/or disruption as per OSHA requirements and guidelines. The UI will require, at a minimum, the erection of rigid framework and plastic sheet dust barriers to separate the work from the building occupants.
- The UI will ask the DP to incorporate the lead remediation scope into the documents and specifications for a project. This will typically require the DP to have a specialty subconsultant on their team who is a qualified industrial hygienist. The remediation scope will be incorporated into the bid documents and removed under the scope of the General Contractor. A GC might be able to perform lead abatement with appropriate training and work methods as approved by the IH and UI EHS. The UI may contract a qualified industrial hygiene firm to provide third party oversight and clearance testing, or the DP's subconsultant will be utilized in the same manner.
- The UI will contract directly with a certified abatement firm to remove lead materials from the project site prior to, or in conjunction with, other construction activities.
- For large remediation projects, the UI may elect to conduct a dedicated project, or "Phase I", aimed primarily at lead remediation and related demolition. Under this scenario, the UI will contract with a qualified consultant team to provide bid documents and specifications related to lead material removal and demolition. The demolition and remediation package will be bid as a stand-alone project with the intent to "clean" the site or project area prior to any "Phase II" renovation or construction work. The UI will hire a qualified industrial hygiene firm to provide third party oversight and clearance testing.

In general, unless specified otherwise, all lead remediation work on campus shall involve the services of a firm that is regularly engaged in the business of hazardous material abatement. This firm must employ, or have access to, an industrial hygienist. The contractor shall produce, through the assistance of the abatement firm, a Work Plan which describes how the abatement activities will take place. The Work Plan will be submitted to the UI EHS for approval before any remediation work may begin. UI EHS is the final authority for acceptance of the plan. The Work Plan must contain, at least,

the following:

- Name and address of individual (hygienist or principal of firm) who will be responsible for the abatement procedures.
- Name and address of testing lab.
- Description of testing procedures and levels of measurements.
- Description of procedures that will be used to protect the personnel involved in the remediation effort.
- Description of procedures that will be used to ensure adequate separation and protection of the campus community from the work.
- Waste stream characterization and disposal procedures if deemed hazardous.
- Description of the tracking mechanism(s) that will be used throughout the process, including all necessary forms and testing sequences.
- Daily air monitoring results and final clearance results.
- Describe the final closeout, clearance and approval process. Closeout information must include all disposal manifests, daily logs and workers that performed work on site.

## DIVISION 3 - CONCRETE

### **03 30 00      Cast-In-Place Concrete**

#### **General**

Concrete trucks are not allowed to dump excess material or to be washed off anywhere on campus. The Contractor shall coordinate with the concrete deliveries to make other arrangements.

The Contractor shall coordinate the access routes of all concrete trucks with the UI CM and UI PM. Refer to "Division 1 – General Requirements" of these standards for more information on vehicle access on campus.

#### **Sidewalks**

Unless otherwise directed, all sidewalks on campus shall be constructed to the following requirements:

- 6'-0" wide to accommodate small tractor mounted snow plows.
- 6" thick.
- 3000# concrete.
- Reinforced with 6x6 welded wire mesh or No. 4 rebar at 16" in center each way.
- 1/4" per foot maximum cross-slope.
- Standard broom finish
- A penetrating sealer applied.

Refer to "Division 32 – Exterior Improvements" of these Design Guidelines and Construction Standards for additional requirements related to campus walks.

#### **Protection of Concrete**

The Contractor is responsible for security and protection of freshly poured concrete on campus. The Contractor shall erect all necessary security and/or protection barriers and provide monitoring of freshly poured concrete as required. If unmonitored concrete is disturbed or vandalized before hardening, the Contractor is responsible for replacing that concrete.

The contractor shall monitor weather conditions and schedule concrete pours accordingly. Protection of recently poured flat work or exposed concrete finishes from inclement weather, rain and/or hail shall be the responsibility of the contractor. Exposed concrete finishes marred by rain or hail will not be accepted by the Owner.

The contractor shall employ cold weather protection as necessary when placing concrete during the winter months. This may include ground protection blankets, ground thawing equipment, formwork protection blankets, tenting and/or temporary heating as required. Project specifications shall outline cold weather protection requirements and specialized concrete mix designs as applicable.

#### **Architectural Grade Exposed Concrete Walls**

The use of exposed, architectural grade concrete walls is generally discouraged or recommended to be implemented in smaller quantities or areas within a project. Historically, it has been difficult to obtain the specified quality of exposed concrete in the Palouse region, often leading to secondary efforts to repair, replace or cover exposed concrete finishes. Design Professionals are encouraged to take this into consideration in the design of the project. Coordinate with the UI PM.

### **03 35 00      Concrete Finishing**



**Polished Concrete**

The University prefers ground / polished concrete floors in high traffic areas such as corridors, lobbies, stairwells, etc... The level of grinding will be dependent on aesthetic goals and budget.

Grinding of existing concrete floors is allowed and preferable in some cases. The DP will include specifications for crack filling and hardening of existing slabs where required.

The DP shall require that the Contractor provide a full-size mock-up or test area for grinding and polishing prior to final acceptance. The mock-up / test area should be at least 50 square feet and may be located in an area that will be hidden or covered by other finishes.

**Stained Concrete**

Stained concrete is allowed, but the DP shall work with the UI PM to carefully coordinate a color. Generally, grey and/or darker colors are preferred.

The DP shall require that the Contractor provide a full-size mock-up or test area showing the stain color prior to final acceptance. The mock-up / test area should be at least 50 square feet and may be located in an area that will be hidden or covered by other finishes.

## DIVISION 4 - MASONRY

### **04 05 00     Masonry**

#### **Demolition**

The contractor shall attempt to salvage any removed brick for potential re-use or patching in the project unless otherwise directed. The contractor shall verify if the UI wants to keep any salvaged brick in the facilities storage yard for future use or patching. If not, then the brick may be disposed of normally.

#### **Restoration**

Special attention shall be paid to match existing stone, brick, mortar colors and mortar joints while working on any of the historic UI buildings. The Design Professional and Contractor will verify if the Owner has any extra stock or original matching brick in the facilities storage yard.

#### **Mock-Up Panels**

Mock-up panels are required for all masonry projects whether it is new masonry or restoration of existing masonry. Mock-up panels shall be a minimum of 36 square feet and are required to be constructed by the actual workers who will be installing the masonry and shall feature the exact specified and approved products and installation methods. Restoration mock-up panels can be done on a specified area of existing masonry wall in a location coordinated with the UI PM or UI CM.

#### **Protection**

Masonry work shall not be constructed without heating or protection when the ambient temperature is below 40-degrees.

The Design Professional shall design to prevent efflorescence and include construction specifications for moisture protection during construction for all masonry. Designs shall prevent moisture from entering finished masonry walls and avoid unprotected horizontal sills. Designs shall seal out moisture, and every feature should drain or dry without absorbing moisture. Design wall systems with appropriate measures to prevent moisture transfer from building interiors. Include initial cleaning of masonry by the mason or contractor after first winter after building acceptance in contract specifications.

The tops of all exposed masonry walls shall receive a watertight cap or coping, i.e., sheet metal or precast concrete, to prohibit moisture infiltration and efflorescence.

To further guard against efflorescence, the Contractor shall protect all masonry wall systems from the intrusion of water during installation and erection. The open tops of in-progress walls should be protected against rain, and masonry wall systems shall be immediately covered and/or protected upon completion by either the permanent caps and/or copings, or by temporary protection as necessary.

#### **Cleaning**

All masonry work shall be cleaned and sealed before final inspection and acceptance. Only use non-acidic detergents or agents for cleaning. Contractor shall be required to submit proposed procedures and to provide samples of materials where cleaning methods have been tested prior to beginning cleaning operations.

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## DIVISION 5 - METALS

### **05 50 00 Metal Fabrications**

#### **Standard Details**

Refer to Section I – Design Guidelines; “Chapter 6 – Standard Design Elements and Details” for UI standard details for bollards, bike racks, exterior signage, etc ...

#### **Fabrication**

All handrails, bike racks, interior stair rails and similar tubular metal structures shall be constructed by hydraulic bending or the use of butt-weld ells. No mitering will be allowed unless specified otherwise in the details. All welds shall be ground flush and smooth and shall be free of defects or other burs.

Pipe rails shall be attached to concrete surfaces by direct welding to a separate weld-plate, with re-bar J-hooks, embedded in the concrete.

#### **Coatings**

Exterior and interior railings and other metal fabrications that are in high traffic areas should be powder-coated for durability when possible. Coordinate with the UI PM.

If powder-coating is used, the Contractor shall request inspection and approval of all metal fabrications by the DP or the UI PM prior to powder-coating. The Owner or DP will arrange to make off-site visits, if necessary, to inspect metal fabrications before powder-coating and delivery to campus. If metal fabrications are rejected and/or require revisions due to quality or workmanship issues that were not reviewed by the DP or Owner prior to powder-coating, the Contractor will be responsible for having powder-coating touched-up or reapplied.

Shop apply coatings to the greatest extent possible.

#### **Access Ladders and Maintenance Walks**

Specify and fabricate code-compliant ladders and work platforms for safe maintenance access. The Design Professional shall refer to the State of Idaho, Division of Building Safety “General Safety & Health Standards” for guidelines and requirements related to service ladders, maintenance access, and service platforms.

[https://dbs.idaho.gov/safety\\_code/](https://dbs.idaho.gov/safety_code/)

#### **Fall Protection**

Provide fall arrest anchors, appropriately located on or around roofing systems, as a point of tie-off for UI maintenance work.

## DIVISION 6 - WOOD

### **06 40 00 Architectural Woodwork**

#### **Architectural Casework**

All casework must meet the Architectural Woodwork Institute's "Quality Standards (Current Edition)"; AWI Custom grade standards.

All materials shall be formaldehyde free.

All exposed cabinet hardware should be specified with a permanent, durable finish.

If cabinet locks are used, the lock shall be of a type and style that can accept a standard UI Schlage keyway. Coordinate cabinet locks with the UI PM and UI Key Shop.

#### **Wood Trim and Paneling**

All wood paneling and running trim should meet the Architectural Woodwork Institute's "Quality Standards (Current Edition)"; AWI Custom grade standards.

If a custom trim profile is used to a significant extent, or if a custom cutting knife is created to match an existing or historic wood trim profile, the Contractor shall provide the custom knife, or a copy of the custom knife, to the University to be used for future trim maintenance, patching, or matching.

## DIVISION 7 - THERMAL AND MOISTURE PROTECTION

### **07 20 00 Thermal Protection**

The Design Professional is encouraged design exterior wall assemblies that exceed the thermal requirements required by the International Building Code and International Energy Conservation Code. Consider using rainscreen cladding systems that utilize drainage gaps, continuous insulation and high-performance air barriers designed for a high degree of energy performance and moisture resistance.

### **07 30 00 Roofing General Items**

#### **Roofing Contractor Warranty**

In general, the University of Idaho adopts and complies with the roofing requirements and warranties required by the State of Idaho, Division of Public Works.

Regardless of roofing type, the roofing contractor shall provide a **five (5) year** roofing warranty in addition to the roofing guarantee provided by the roofing manufacturer.

In summary, the roofing contractor will warrant, subject to terms and conditions set forth in the standard State of Idaho Roofing Warranty, that he will at his own cost and expense, make or cause to be made such repairs to or replacements as necessary to correct faulty and defective work, and as necessary to maintain the roof in watertight condition. In addition to making the work watertight, the roofing contractor shall remove and/or repair blisters, ridges, flashings, splits and other irregularities which in the opinion of the roofing manufacturer's technical representative do not conform to acceptable roofing practices and conditions. These repairs shall be made prior to expiration of the five (5) year warranty period and to the satisfaction of the roofing manufacturer's technical representative.

A complete copy of the State of Idaho Roofing Contractor Warranty, with all associated conditions and exceptions, can be found at the following location:

<https://dpw.idaho.gov/roofing/>

The Design Professional (DP) shall reference and include a full copy of the State of Idaho Roofing Contractor Warranty in the project specifications. The Division of Public Works letter head and footers shall be removed, but all content therein shall remain as applicable.

#### **Ice and Snow Build-Up**

Winter on the Palouse will often experience the right conditions for excessive ice damming and ice build-up. The Design Professional shall ensure that the flow of snow on roofs and the build-up of ice and/or icicles on all roof edges, parapets, canopies and other building projections has been considered during the design phase to mitigate falling hazards near entrances, walkways, pedestrian routes, or parking lots.

The DP shall likewise attempt to design facilities to prevent snow piling from roofs at walkways or entrances.

#### **Drainage**

All roofs shall be designed with a minimum drain slope of 1/4" per foot. Where existing roofs don't meet this standard, roofing retrofits shall add sloped insulation and/or crickets to bring existing roofs



into compliance.

A minimum slope of 1/2" per foot is preferred on all new construction.

Provide overflow drains at each roof drain location. Overflow drains shall be plumbed to an overflow discharge outlet that is clearly visible on the exterior of the building. Do not plumb overflow drains to discharge onto a lower roof.

### **07 31 13 Asphalt Shingles**

Where circumstances dictate, use 40-year architectural grade composition, laminated shingles similar to Owens Corning Oakridge 40 Deep Shadow. Standard practice includes the installation of ice and water shield at eaves, rakes, penetrations, valleys and two layers of 15# felt instead of a single layer of 30# felt.

Consider substituting underlayment with full coverage of self-adhesive ice and water shield where budget allows.

Shingles must be hand nailed. Staples are not allowed.

### **07 50 00 Membrane Roofing**

Membrane roofs may include the following systems as applicable for individual project requirements: (Coordinate selection with UI PM):

#### **Thermoplastic Polyolefin Membrane (TPO)**

Approved Manufacturers:

- Carlisle Syntec, Inc.
- Firestone (Ultra-Ply)
- GAF (Everguard)
- JM International

#### **Polyvinyl Chloride Membrane (PVC)**

Approved Manufacturers:

- Carlisle Syntec, Inc.
- Fibertite
- GAF
- Bond Cote Roofing Systems

#### **Modified Bitumen**

Approved Manufacturers:

- Garland Co., Inc.
- IKO Research
- Johns Manville
- M.B Technology
- Performance Roof Systems

A complete listing of State of Idaho approved roofing manufacturers can be found at the following location:

<https://dpw.idaho.gov/roofing/>

Membrane sheets shall be minimum 60-mil thickness, or thicker, as required for manufacturers to

meet the State of Idaho 30-year Single Ply Manufacturers Roofing Warranty.

Membrane roof systems shall be mechanically fastened or fully adhered. Ballasted systems should only be used where patching into existing ballasted systems or in special applications as approved by the UI PM.

Membrane roofing systems shall only be installed by roofers certified by the manufacturer to install the specified system. Installer certifications submission and review will be a requirement of the specifications / submittal review process.

Built-up roofing systems shall only be used where necessary to match existing.

### **Single Ply Roofing Warranty**

In general, the University of Idaho adopts and complies with the roofing requirements and warranties required by the State of Idaho, Division of Public Works.

In addition to the standard **five (5) year** Roofing Contractor Warranty, the manufacturer will warranty that its roofing, when applied effectively per specifications and manufacturers recommendations, is watertight for a period of **thirty (30) years**.

In summary, the manufacturer will guarantee that during a period of thirty (30) years from the date of substantial completion of the single-ply roofing, the manufacturer will at its own expense, make or cause to be made, any repairs that may be necessary, as a result of defects in workmanship or materials supplied by the manufacturer which results in leaks or of normal wear and tear by the elements which results in leaks, and will maintain said roof in water tight condition free from all leaks arising from such causes.

A complete copy of the State of Idaho Single Ply Roofing Warranty, with all associated conditions and exceptions, can be found at the following location:

<https://dpw.idaho.gov/roofing/>

The Design Professional (DP) shall reference and include a full copy of the State of Idaho Single Ply Roofing Warranty in the project specifications. The Division of Public Works letter head and footers shall be removed, but all content therein shall remain as applicable.

## **07 61 13 Standing Seam Metal Roofing**

Standing Seam metal roofing systems are featured prominently on many University buildings, especially within the core of campus. The use of standing seam metal roofing is encouraged, where applicable, from both a design aesthetic and performance standpoint.

### **Approved Manufacturers**

- Atlas International
- Butler
- Fabral
- Garland Co., Inc.
- MBCI
- Metal Sales

A complete listing of State of Idaho approved roofing manufacturers can be found at the following location:

<https://dpw.idaho.gov/roofing/>

Use gasketed standing seam for systems up to a 3:12 slope. Mechanically fastened standing seam systems are acceptable above a 3:12 slope.

Implement snow guards in all areas susceptible to sliding snow hazards.

## **07 64 19 Flat Seam (Low Slope) Metal Roofing**

The use of low slope metal roofing systems is currently discouraged on the UI campus. There are numerous examples of high-performing, water-tight low slope metal roof systems installed on campus. However, rigorous installation requirements, qualifications, training and oversight is required for a successful installation. Unless and until these regional installation / quality control issues are improved, the UI is implementing other roofing options as described herein.

### **Low Slope Metal Roofing Warranty**

If low slope metal roofing systems are used, the manufacturer must provide a special thirty (30) year State of Idaho Low Slope Roofing Warranty.

A complete copy of the State of Idaho Low Slope Metal Roofing Warranty, with all associated conditions and exceptions, can be found at the following location:

<https://dpw.idaho.gov/roofing/>

The Design Professional (DP) shall reference and include a full copy of the State of Idaho Low Slope Metal Roofing Warranty in the project specifications. The Division of Public Works letter head and footers shall be removed, but all content therein shall remain as applicable.

## **07 72 00 Roof Accessories**

### **Walk Pads**

Provide walkways, pavers or pads from all roof access points (roof access doors, hatches, or ladders) to all roof-mounted equipment. Walk pads shall, whenever possible, be located far enough from roof edges and parapets to negate the requirement for edge protection and/or guards. Verify placement with all codes having jurisdiction.

Walk pads shall be compatible with the roofing system. Verify with manufacturer specifications.

### **Snow Guards**

Provide snow guards on all sloped metal roofs where sliding snow could impact pedestrian walkways, parking lots, or building entrances.

Snow guards shall be compatible accessories to the specified roofing system and shall be installed per manufacturers recommendations.

### **Roof Hatches**

Locate roof hatches, whenever possible, far enough from roof edges and parapets to eliminate the need for edge protection or other guards.

Roof hatches shall be weather-tight, insulated, and meet all OSHA and/or other applicable codes and requirements having jurisdiction.

#### **Fall Arrest Anchors**

Provide fall arrest anchors, appropriately located on or around roofing systems, as a point of tie-off for UI maintenance work.

### **07 84 00 Firestopping**

#### **Firestopping & Smoke seals**

Firestopping products and systems shall be UL approved, and provided by a single manufacturer throughout the project, for all trades. In projects with more than twenty (20) fire-stopped penetrations, the work shall be done by a firm regularly engaged in this industry. Submittals shall be required for firestopping products and systems. The general contractor shall coordinate all firestopping requirements and submittals and will designate one subcontractor to assume this responsibility for all other trades.

## DIVISION 8 - OPENINGS

### **08 11 00      Metal Doors and Frames**

#### **Exterior Metal Doors & Frames**

Exterior door frames to be hot-dipped galvanized, bolted to structure and painted.

Where exterior metal doors are located in areas prone to extended exposure to summer sun, avoid painting metal doors and frames dark colors to prevent swelling and jamming.

#### **Interior Metal Frames**

No knockdown hollow metal frames allowed. All corners to be factory mitered and welded..

Interior doors to be supported with double, full-height studs on either side.

Interior frames will not be galvanized or grouted.

All doors shall be 3'-0" wide by 7'-0" tall standard unless otherwise required.

### **08 14 00      Wood Doors**

#### **Flush Wood Doors**

Unless otherwise directed, on all interior doors in remodels shall match existing doors and species.

Doors shall meet ANSI/WDMA I.S.1A-13, Industry Standard for Interior Architectural Wood Flush Doors.

All flush wood doors shall be solid core unless directed otherwise. Doors shall carry a manufacturer's standard lifetime warranty against warping, splitting or delamination.

Use premium face veneers in all doors where transparent stains will be used. The use of endangered or limited tree species in wood veneers is not permitted.

Provide protective kickplates at all wood doors located in high-traffic or delivery areas.

### **08 33 00      Specialty Doors and Frames**

#### **Overhead Coiling Doors and Grills**

Overhead coiling doors must use motorized opening and resetting features to allow them to be placed in service after fire testing without any additional tools.

### **08 40 00      Entrances, Storefronts and Curtainwall**

#### **Entrances and Storefronts**

Double doors at storefront openings shall be equipped with a Von Duprin removable mullion equipped

with a security lock with standard UI keyway. Refer to “08 71 00 Door Hardware”.

Storefront systems shall match existing systems in all remodels and renovations unless directed otherwise.

Narrow stile doors are not allowed.

### **Translucent Wall and Roof Assemblies**

Translucent wall assemblies shall be designed and specified around Kalwall standard 2-3/4” or 4” panel systems unless otherwise directed.

The DP shall obtain samples and do site testing to determine which level of light transmittance and insulation value best meets the needs of individual projects.

## **08 71 00 Door Hardware**

### **Facilities Access Control Department (FACD)**

The Facilities Access Control Department (FACD), commonly known as the “Lock Shop”, is responsible for creating and maintaining the University's lock and key system. Responsibilities include:

- Develop schematics, codes, and product standards.
- Service door and lock equipment across campus.
- Maintain key records of all keys, locks, and associated facility and room numbers.
- Restore physical security immediately when key control has been compromised.
- Installation of Card Access Systems.
- Key replacement.
- Construction support. (Provision and installation of temporary “construction” core cylinders)
- Issuance and authorization for temporary contractor access cards and keys.

### **General**

All hardware groups, lockset handle styles and hardware finishes shall be reviewed and approved by the University of Idaho. The Design Professional and/or the DP's hardware consultant shall review hardware systems and specifications with the UI PM and the FACD during the construction documentation phase. The Contractor's hardware shop drawing submittals shall be reviewed and approved by the FACD after the initial review by the DP, but prior to final approval.

The UI requires card-swipe access control systems and ADA push-button operators at most major building entrances. Coordinate with UI PM and FACD. Refer also to “Division 28 – Electronic Safety and Security”.

Card-swipe access control systems may be provided at interior building suites, IT closets and other such areas as required by the building program. Coordinate with the UI PM and UI Stakeholder Group. Refer also to “Division 28 – Electronic Safety and Security”.

Where pairs of doors serve as required exits from assembly occupancies, an exterior pull handle will be provided on only one leaf of each set to eliminate the potential of chaining or blocking doors via the handle sets. This may be considered at other locations other than assembly occupancies. Coordinate with the UI PM.

### **Cylinders and Keying**



Keying will be as directed by the UI FACD.

All permanent keys will be shipped direct from the factory by registered mail to: Key Shop Access Coordinator at Facilities, University of Idaho.

All keys, including blanks, shall be stamped, "**Prop. U of I - Do Not Dup.**" Keys shall be blank on one side for special stamping by owner. Provide keys of nickel silver only. Schlage 35-131

All Cylinders shall be provided "1 or 0" bitted. All building keying to be done by the UI FACD.

Full size, removable cores shall be used on all doors with exit devices.

### **Hanging Devices**

All door hinges shall comply with the following:

- Ives 5BB1HW 5 Knuckle Ball Bearing
- Non-rising and non-removable pins.

### **Securing Devices**

All Locksets and Cylinders shall be Schlage.

#### **L-Series Mortise Locks:**

Office:	L9050 P
Classroom:	L9070 P
Cust/Mech/Storage:	L9080 P
Restroom:	L9040
Passage:	L9010
Privacy Set:	L9456L L283-722 (with "Occupied" indicator)

#### **ND Series Cylindrical Locks:**

Office:	ND50 PD
Classroom:	ND70 PD
Cust/Mech/Storage:	ND80 PD
Restroom:	ND40 S
Passage:	ND10 S
Privacy Deadbolt:	B571 (with "Occupied: indicator)

### **Cylinders**

All Cylinders shall be Schlage; keyed to UI restricted keying specifications as noted above.

No double cylinders shall be installed on any doors.

### **Exit Devices**

Exit devices shall be:

- Von Duprin 99 & 33 Series
- **Use Rim Exit devices only:** Vertical rod devices must be pre-approved by the UI PM and the UI Facilities Key Shop

### **Closing Devices**

Mechanical Closers: LCN 4000 Series Surface Mount.

*Note: use closer of sizes recommended by manufacturer unless a larger size is specified. Adjust closer to comply with applicable codes. Use Parallel Extra Duty Arms (EDA).*

Auto Operators: LCN 4822 Auto Equalizer

### **Stops and Holders**

Overhead Stops: Glynn Johnson; 90 & 100 Series

### **Access Control Software**

Access Control Wireless: CBORD

Access Control Hardwired: CBORD

All CBORD Access Control equipment and devices to be provided and installed by the UI FACD. Conduit and pathway, when applicable, from specified door locations to Access Control equipment (typically in communications closets) will be included as part of Division 26. Power supplies will be provided as part of Division 8. Pedestals, recessed boxes and other support infrastructure for Access Control systems shall be included in the project specifications and supplied as part of the project.

Refer to Access Control Systems in "Division 28 – Electronic Safety and Security" for additional information.

### **Power Supplies**

For Electric Strikes: Altronix AL1012ULXPD16 12V DC

For QEL Push Bars: Von Duprin PS902 24V DC

Refer to Access Control Systems in "Division 28 – Electronic Safety and Security" for additional information.

### **Electric Strikes**

Where access control systems require an electric strike at regular door jambs or non-removable mullions:

1. Heavy Steel Jamb where a Von Duprin 99 Exit Device is used: Von Duprin 6111 12V DC
2. Where a Schlage Mortise Lock is used: HES 1006 12/24D Electric Strike with KD Option
3. Where a Schlage Cylindrical Lock is used: HES 5200C 12/24D
4. Where a surface mount strike is needed for an Exit Device: HES 9600 12/24D
5. Where a strike is needed for exit devices at light duty / limited space areas: HES 7000 12/24D
6. Where a strike is needed for a mortise lock for Restroom/Mothers Room: Von Duprin 6400 Series

### **ADA Operators (Pneumatic)**

Auto Operators: LCN 4822 Auto Equalizer

Control Box: LCN ES7982 Control Box with Air Pump

ADA Push Plates: LCN 8310 series

Refer to Access Control Systems in "Division 28 – Electronic Safety and Security" for additional information.

### **Approved Manufacturers**

Item:	Manufacturer:	Approved Equal / Substitute:
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Hinges:	Ives	Stanley
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Continuous Hinges:	Ives	Pemko
Locksets:	Schlage	(No Substitute)
Cylinders:	Schlage	(No Substitute)
Exit Devices:	Von Duprin	(No Substitute)
Closers:	LCN	(No Substitute)
Push / Pull Plates:	Ives	Trimco
Push/Pull Bars:	Ives	Trimco
Overhead Stops:	Glynn Johnson	(No Substitute)
Door Stops:	Ives	(No Substitute)
Flush Bolts:	Ives	(No Substitute)
Threshold & Gasketing:	National Guard	
Access Control Software:	CBORD	(No Substitute)
Auto Operators:	LCN	(No Substitute)
Electric Strikes:	Von Duprin	(No Substitute)
ADA Push Plates:	LCN	MS Sedco
Power Supplies:	Von Duprin	Schlage

### **Storefront Door Systems**

Narrow stile frames are not allowed on aluminum storefront doors.

Locksets to be Schlage L-series, extra heavy duty. Verify finish with UI PM.

Hinges at storefront door systems shall be continuous hinges by Pemko unless noted otherwise.

Removable mullions at storefront door systems shall be Von Duprin, keyed.

Exit devices shall be Von Duprin 99 with 994L break away trim.

ADA openers shall be LCN 4822 pneumatic.

#### **At Electrified Storefront Access Control Doors:**

- Exit Device (standard): Von Duprin 99 Series
- Exit Device (electric): Von Duprin RX-QEL-99-CON (required at removable mullions)
- Power Transfer Hinge: Ives 112HD-EPT (where required)
- Power Transfer: Ives EPT CON (where required)
- Power Supply: Von Duprin PS902 series
- Interior Door Harness: Schlage CON as compatible (where required)

## **08 80 00 Glass and Glazing**

### **Exterior Glass**

Specify Low-E, Argon-filled glazing.

Color tinting is allowed in certain cases. Coordinate with the UI PM.

Design Professionals shall avoid highly reflective finishes to prevent glare into adjacent buildings and spaces.

### **Glass for Railings**

Where laminated safety glass is used for interior railings or guards, the Design Professional shall comply with the following:

- Include clear requirements and specifications for edge conditions, alignment, and polishing of panel edges. Laminated panels shall be perfectly aligned with no protrusions, irregularities, or chipping.
- Specify that all exposed edges must be sanded or polished smooth and free of sharp corners. The DP shall consider designing a truncated or chamfered detail at any exposed corners that are at an acute angle.
- Consider using an extruded aluminum top rail at all guards to avoid issues with exposed glass edges.
- Require the submittal of a minimum 12"x12" glass sample panel from the same manufacturer that will be supplying the glass. The glass sample must be approved prior to approval of the shop drawings.
- Require an on-site mockup with at least two (2) full size glass panels before approving the rest of the glass order. Mock-up panels may be "in place" and, if approved, can be use as part of the final installation.

## DIVISION 9 - FINISHES

### **09 05 00      General Requirements**

#### **General**

The University prefers polished and/or stained concrete floors in high traffic areas. Refer to “Division 03 – Concrete” for additional information.

Ceilings must have access to mechanical / electrical equipment. Placement of equipment will be coordinated with ceiling layouts to ensure that service and maintenance access is available from a standard step ladder. If hard ceilings are installed, access doors shall be installed to provide access to all equipment and valves. The installation of hard ceilings should be minimized to allow for access and routing of future services.

A complete finish schedule shall be included in the O&M Manuals and shall contain the manufacture, model, and color of all floor, wall, tile and paint finishes. The finish schedule will include room numbers and will contain enough detail to outline accent colors on individual walls or other finish details, as necessary.

Where existing finishes are disturbed in construction remodels, the existing finish material (base, flooring, etc...) shall be removed to the nearest corner or wall break and replaced in that entire section. If existing paint finishes are disturbed, then the entire wall shall be repainted.

#### **Odor Control**

Adequate isolation and ventilation must be employed when installing carpet, tile, vinyl goods, laminate, or any other products requiring adhesive. Building occupants must be given one week notice prior to the installation of any new finishes or materials requiring adhesives. Doors to occupied spaces must be closed, and other openings must be sealed with plastic sheeting. At a minimum, prior to the start of work, positive mechanical ventilation must be established with a fan drawing air from the work area to the atmosphere. The ventilation system must allow sufficient make-up air, and the air flow must not utilize corridors or other routes that would impact building users. The U of I Environmental Health and Safety Office (UI EHS) may monitor the air quality during installation and may recommend additional odor control measures as necessary.

Low VOC materials and coatings are required. Zero VOC materials and coatings should be used when possible.

#### **Cleaning & Maintenance**

Avoid small nooks, corners and/or unnecessary small alcoves in corridors or lobbies. Corridors should allow for a clean sweep by industrial size cleaning machines.

Avoid mixing floorings, i.e. carpet and tile, where there are no clear dividing features.

Avoid carpeting in high traffic areas such as corridors or lobby areas.

Ledges and other such small or hard to access surfaces that will collect dust should be avoided.

Exclusive of any acoustical treatment and special conditions, wall surfaces should be washable, with non-porous surfaces.

### **09 21 16      Gypsum Board Assemblies**

Gypsum board finish shall be smooth wall Level IV in all areas exposed to view, and level V where subjected to critical light cast on walls and ceilings over 20 feet in length.

All gypsum board shall be 5/8" Type "X" standard, unless otherwise directed or required.

### **09 30 00 Tiling**

The Design Professional (DP) shall design and specify tile walls or tile wainscots on the wet walls of all restrooms and locker rooms unless otherwise directed by the UI PM.

The DP shall specify coved base tile in restrooms and locker rooms wherever possible.

Avoid white grout or unsealed grouting. All grouting should be pigmented and sealed as soon as possible following placement.

Any tiling used on stair treads shall have an abrasive finish or be designed to implement a 2" wide (minimum) abrasive insert that runs the entire width of the stair nosing.

### **09 50 00 Ceilings**

#### **General**

Hard ceilings shall be installed in restrooms whenever possible.

Concealed grid or spline ceilings are not allowed.

#### **Acoustic Tile Ceilings**

Suspended acoustical ceiling panels will typically have the following features:

- Color: White
- Natural or machine-fissured
- Square edge or Tegral edge
- 2' x 2' grid pattern or a 2' x 4' grid pattern.
- Ceiling Grid: Standard 15/16 ceiling grid. Narrow grid not allowed. (unless otherwise directed.)

### **09 60 00 Flooring**

#### **Resilient Flooring and Base**

All resilient flooring shall be selected for durability and ease of maintenance. Coordinate all resilient flooring selections with the UI PM.

The use of resilient sheet flooring is discouraged in high traffic areas or areas prone to abuse.

Do not specify resilient tile floors in toilet rooms or stairways unless otherwise permitted by the UI PM.

4" rubber base is preferred. Use dark colors at rubber base to minimize visible traffic marks and scuffing. Burke #523 or Roppe 193 "Black Brown" is used predominately around campus.

#### **Terrazzo Flooring**



Use of terrazzo flooring in high traffic areas is encouraged whenever the budget will support its use.

The Design Professional should attempt to re-use and/or restore existing terrazzo flooring in renovations and remodels whenever possible.

When terrazzo products are used on stair treads, provide a contrasting 2" wide abrasive strip the entire width of the stair nosing.

### **Carpeting**

All carpet should be quality material selected for durability and maintainability.

The UI prefers the use of carpet tiles whenever possible, especially in high traffic areas and classrooms. This shall be the default choice unless otherwise directed by the UI PM.

The Contractor shall submit seaming diagrams, where applicable, with the shop drawings for review and approval.

If carpet tiles are specified, the DP and UI PM shall verify the final placement and rotation patterning via a full-size field mock-up utilizing numerous full-size tiles prior to installation.

Required Extra Stock carpet tiles shall be from same manufacturer / lot / run as installed in the facility.

## **09 70 00 Wall Coverings**

### **Fabric or Vinyl Wall Coverings**

The use of fabric or vinyl wall coverings is discouraged except in limited applications where wall coverings may support the overall scheme of the building's environmental graphics, branding, and wayfinding package. Coordinate any use of wall coverings with the UI PM.

Fabric surfaces may be used as part of an acoustic / sound attenuating system.

### **Fiberglass Reinforced Panels (FRP)**

The use of FRP panels is not allowed in restrooms, offices, classrooms, corridors or any other public areas. FRP panels may be used in custodial closets, maintenance areas, and "back of house" areas of food service and/or concessions spaces.

## **09 80 00 Acoustic Treatment**

Install acoustic blanket insulation in all office, classroom, conference room, and restroom walls unless directed otherwise.

Extend walls to the underside of floor decks or roof decks in all offices, classrooms, conference rooms, and restrooms unless directed otherwise.

Extend gypsum wall board to floor or roof decks above ceiling.

Consider using a double layer of gypsum wall board on one side of each wall in offices, classrooms, and conference rooms. Coordinate with UI PM.

**09 90 00      Painting and Coating****Painting**

Incorporate the following requirements:

- Standard interior spec will be eggshell, latex-enamel.
- Do not paint exterior concrete, concrete floors, or pre-cast.
- A minimum of one (1) coat of primer and two (2) coats of finish are required on all applications.
- Use zero-VOC, water-based finishes for interior and/or onsite applications.
- Painting over fire rating tags on door frames, new or existing, is not allowed.
- Dry erase and chalk board coatings are not allowed. Install physical chalkboards, whiteboards or glass markerboards.

**Colors**

The UI standard interior paint color is Campus Off-White, commonly known as “COW”. This is a special mix prepared by the local Sherwin-Williams distributor. However, COW is not a proprietary brand, and the UI can provide the mix formula for other manufacturers.

**“COW” Custom Color Mix:**

CCE - Colorant	OZ	32	64	128
B1 – Black	-	2	-	1
R2 – Maroon	-	-	1	1
Y3 – Deep Gold	-	8	1	-

Accent colors are allowed on interior walls. The University prefers to limit the number of accent colors used in any building to three (3) or under. The entire building will then standardize around those accent colors. Coordinate with UI PM.

All bike racks shall be painted black.

All campus standard bollards shall be painted black.

The UI standard paint color for exterior railings is Sherwin-Williams 7060 “Attitude Gray”

The UI standard paint color for the “gothic” railings used in the Historic Admin Building neighborhood is dark bronze. Verify color with UI PM.

Curbs and hardscape related to universal access parking spaces shall be universal blue. All other no-parking areas such as fire lanes, fire hydrant zones, crosswalks and intersections buffers shall be denoted by a yellow curb.

All fire hydrants connected to the UI water system utility shall be powder-coated **gold**. This is a campus standard requirement to help differentiate hydrants connected to the University water system from those connected to the City of Moscow water system. The most expedient method is to ship hydrants to P&R Sandblasting in Moscow, Idaho who will sandblast and powder-coat hydrants to the UI campus standard gold color.

## DIVISION 10 - SPECIALTIES

### **10 11 00 Visual Display Units**

The use of dry-erase paint on gypsum wall board is not allowed in lieu of marker boards.

#### **Markerboards**

Markerboards shall be specified in lieu of chalkboards in offices, classrooms, meeting rooms and other areas where applicable. There are specific exceptions, especially in classrooms designated for mathematics or chemistry instruction, where chalkboards may still be required. Coordinate with the UI PM.

#### **Glass Marker Boards**

Use of glass marker boards is acceptable. If multiple glass panels are used to create a larger markerboard area, the Design Professional and Contractor shall provide for higher tolerances in the straightness of the wall construction to assist with panel alignment. Or, the DP shall specify a mounting rail system that can assist with proper panel alignment.

Use steel backed marker boards for magnetic accessories. Include an accessory eraser / marker holder at all markerboard locations.

#### **Portable or Rail Mounted Markerboards**

Use of portable markerboards, or semi-portable rail-mounted markerboards, is acceptable and encouraged in some applications. The DP shall coordinate use with the UI PM.

### **10 14 00 Signage**

#### **Interior Signage**

##### Room Numbering:

Refer to Section 1 – Design Guidelines, “Chapter 9 – Construction Documents”, Paragraph 9.7.4 of this document for information regarding UI room numbering standards.

##### Interior Signage Standards:

New signage in remodel work shall match existing building interior signage unless the whole building is to be re-signed and/or unless otherwise directed by the UI PM.

The campus employs a standard interior room identification sign in approximately 70% of the buildings. The sign features an oak or maple border frame with a dark laminate background equal to “Gravoply II Brown 240-226” as manufactured by New Hermes Inc. The sign uses white vinyl lettering and/or tactile lettering and raised braille where required by the ADA and building codes. The UI PM or UI CAD Manager can supply details of the sign upon request from the DP.

Many of the new campus buildings, or recent major building renovations, feature premium interior sign packages that were custom designed to integrate with the building architecture. The University finds this approach acceptable. As such, there are many examples of sign types on campus that can be implemented in projects or used as a starting point for custom designed sign packages. Signs and wayfinding packages shall remain consistent and wholistic within individual buildings. Signage design and application shall be reviewed and coordinated with the UI PM.

**Exterior Signage**

All campus exterior signage shall conform to the Campus Sign and Wayfinding Master Plan, which can be found at the following:

<https://www.uidaho.edu/infrastructure/facilities/info-requests/forms>

The UI PM or UI CAD Manager can provide the construction drawings and details for most sign types in the Master Plan upon request from the DP.

Standard Exterior Sign Types Include:

<b>DR</b>	Vehicle Directional Sign
<b>PW</b>	Pedestrian Walkway Sign
<b>FA1</b>	Facility / Building ID Sign, Free Standing (single name)
<b>FA2</b>	Facility / Building ID Sign, Free Standing (dual names)
<b>FA3</b>	Facility / Building ID Sign, Building Mounted
<b>PK1</b>	Parking ID Sign, Small (for single spaces or a small range of spaces)
<b>PK2</b>	Parking ID Sign, Large (for parking lot ID or entry)
<b>IN</b>	Interpretive Sign
<b>AC</b>	Accessible Pathway Sign
<b>EX1</b>	Extension Campus, Large, Free Standing Sign
<b>EX2</b>	Extension Campus, Small Storefront Sign

**Dedication Plaques and Date Stones:**

Dedication plaques are required at all new building and major renovation / addition projects. The UI uses a standard dedication plaque layout that can be provided by the UI PM. The standard dedication plaque layout allows some flexibility for project specific elements and/or verbiage.

The use of building date markers or corner stones is highly encouraged on all new buildings or major expansions / renovations.

Examples of UI dedication plaques and date stones, both historic and recent, can be found at the following location:

<https://www.uidaho.edu/infrastructure/facilities/aes/campus-development-plan/history>

**10 26 00 Wall Protection****Corner Guards**

Corner guards should be used on gypsum wall board corners in all high traffic areas. The preferred corner guard is a 2x2 (nominal) stainless steel angle that extends from 4" above finish floor to a minimum of 60" above finish floor. Other options may be used to match the interior design of a specific project.

Corner guards should remain consistent throughout buildings. Match existing corner guards where applicable.

**10 28 00 Toilet Accessories****General Notes**

Carefully examine sight lines into toilet rooms.

All stainless toilet room accessories shall be specified around Bobrick unless otherwise directed. The standard finish shall be brushed satin finish.

At the principal toilet room locations for any facility, or where required by code, a third unisex, family or assisted single-stall toilet room will be provided. This requirement will be determined in consultation with the UI Project Manager and should be considered on all major capital projects and buildings to which the general public is invited.

The use of hands-free, electronic flushometers and hands-free lavatory faucets is encouraged.

#### **Toilet Partitions**

Partitions may be plastic laminate, enameled steel, or phenolic.

Partitions must be anchored to the floor and be braced overhead. Provide tamper-proof fasteners and hardware at all locations.

Partitions must be provided with coat hooks.

Partitions must have self-closing hinges and ADA-compliant latch assemblies (a lever operator which does not require the use of a thumb).

#### **Toilet Paper Dispensers**

Toilet paper dispensers shall be: Georgia Pacific "Compact® Stainless Vertical Double Roll Toilet Paper Dispenser"; model number **56782**.

Where toilet paper dispensers are mounted underneath toilet stall grab bars, coordinate mounting height to ensure sufficient space is available to easily reach the dispenser key access and still maintain ADA mounting heights.

#### **Seat Cover Dispensers**

Seat cover dispenser shall be: Bobrick "Surface Mount Seat Cover Dispenser"; model number **B-221**.

#### **Towel Dispensers**

Towel dispensers shall be surface mount Bobrick "Automatic Roll Paper Towel Dispenser"; model number **B-72974**.

#### **Sanitary Napkin Dispenser**

Napkin dispensers (vending machine) shall accommodate both napkins and tampons and shall have an adjustable price setting.

Use: Bobrick "Surface Mounted Napkin/Tampon Vendor" model number **B-47069** Contura Series.

#### **Sanitary Napkin Receptacles**

Napkin receptacles shall be: Bobrick "Surface Mounted Sanitary Napkin Disposal"; model number **B-270**.

#### **Soap Dispensers**

Soap dispensers shall be designed for use with liquid / foam soap. They shall be wall-mounted and operate with a plunger or lever on the bottom of the unit. Under-counter pump types shall not be used. Dispensers shall be mounted to ensure that soap drips into the wall-hung lavatory or the countertop when a self-rimming sink is used.

Dispensers may be mounted to the mirror with double-stick tape as necessary to comply with ADA requirements.

Soap dispensers shall be: **Stoko “Refresh” Manual Foam Dispenser**. Color: Silver / Chrome.

### **Waste Receptacles**

Waste receptacles shall be: Bobrick “Floor Standing Domed Top Waste Receptacle”; model number **B-2300**.

### **Mirrors**

Mirrors shall be plate glass with stainless steel frames and shall be as large as practical.

### **Book Shelf**

Each toilet room shall be equipped with a bookshelf or integrated ledge as close as practical to the door. These may be constructed of wood, steel, stainless steel or plastic laminate as applicable. Shelves should be sufficiently sturdy to support backpacks, book bundles, etc ...

Shelves shall be designed to conform to ADA projection guidelines as applicable.

### **Coat hooks**

Each toilet room shall be equipped with a minimum of three coat hooks in addition to those in the toilet stalls. Position hooks as close as practical to the door. Coat hooks shall be anchored into blocking and able to support a backpack.

### **Grab Bars**

All universal access toilet stalls shall be provided with ADA-compliant, welded and ground, stainless steel grab bars with concealed mounting. Bobrick **Series B-6805** or equal.

### **Electric Hand Dryers**

At the principal toilet room locations in all major capital projects, or as directed by the UI Project Manager, a 208V electric hand dryer shall be provided in each toilet room. Electric hand dryers shall be Bobrick **B-748 Eclipse**.

### **Baby Changing Stations**

At the principal toilet room locations in all major capital projects, or as directed by the UI Project Manager, a baby changing station shall be provided in each toilet room. Where a unisex, family/assisted toilet room has been provided, a baby changing station shall be specified in this toilet room in lieu of one each in the men's and women's toilet rooms.

Baby changing stations shall be: Koala Kare “Horizontal Recessed Stainless-Steel Baby Changing Station”; model number **KB110-SSRE**. In remodel or retrofit projects, a Koala Kare surface mount changing station may be substituted in lieu of the referenced recessed unit.

A coat hook for diaper bags shall be provided next to each baby changing station.



**10 40 00     Safety Specialties****Emergency Communications – Elevators and Areas of Rescue**

All elevators and all Areas of Rescue Assistance will be provided with ADA compliant emergency communication phones. The elevator phone will be programmed by the UI Safety Office to dial the Moscow Fire Department. The phones at the Areas of Rescue Assistance will dial only to the building fire alarm annunciator at the front door or designated fire department response location.

Communications devices installed in elevators and at Areas of Rescue Assistance shall be Talk-A-Phone Model ETP-100EB, flush mounted, ADA compliant hands-free emergency phone - distributed by Quality Elevator Products, Inc. - Chicago - 1-(800)-222-3688. This is a proprietary spec with no equal.

**Defibrillators & Cabinets**

The DP shall verify with the UI PM if an AED defibrillator and cabinet is required in a project. Generally, at least one AED device will be required in any new building. Verify location and need for AED units with the UI Environmental Health & Safety office.

AED devices shall be: Phillips HeartStart Onsite AED; model number **M5066A**.

The AED cabinet shall be: Philips Healthcare Model **104313** Defibrillator Cabinet with standard alarm, projection wall sign, and AED decal.

**First Aid & Cabinets**

First Aid cabinets and contents will be owner furnished, where required, by UI Environmental Health and Safety.

**Fire Extinguishers & Cabinets****Fire Extinguishers**

Acceptable types for installation include:

- Multi-purpose (ammonium phosphate) dry chemical types for general use areas of buildings (office/classroom areas, corridors, computer cluster sites and storage rooms). Minimum 5 lb. size. Minimum U.L. rating 2A:40BC.
- Water units for general use areas where paper or wood are the primary combustibles present. Stainless steel cylinder with rubber boot. Minimum U.L. rating 2A. **NOTE: If electrical equipment, breaker panels or flammable liquids are present, this unit is inappropriate.**
- Carbon Dioxide for use in mechanical and electrical rooms and areas where storage of flammable liquids is present (labs, warehouses, etc.). DOT 3A spun steel or aluminum cylinder with diffuser hose and horn. Manufacture date stamped in shoulder of cylinder must be within 1 year of installation. Minimum U.L. rating 20:BC.
- Regular Dry Chemical (sodium bicarbonate) for use in food preparation areas. Minimum U.L. rating 4A:60BC. **NOTE: An additional unit is required in kitchens for coverage of fires unrelated to the immediate cooking area (storage areas, electrical controls, etc.)**
- Anti-freeze - for use in unheated areas where the predominant fuel is class A (paper, textiles, grain, wood, etc.) such as barns, hay storage, cattle sheds. Minimum U.L. rating 2A. **NOTE: For unheated areas with electrical and/or flammable liquid, the addition of a Carbon Dioxide unit is recommended.**
- Approved Manufacturers: Amerex (UI has standardized equipment and parts on this brand)

Fire Extinguisher Cabinets

- Semi-recessed cabinets with rolled edges.
- Plexi-glass or glass paneled door.
- Pressure or magnetic latch - **no key locks.**
- Door stencil "Fire Extinguisher" in red on white or white on black.
- Sized to fit required extinguisher for specific location.

Fire Hose Racks (only when required by code)

- Pin-lock type racks with minimum 75' hose capacity.
- Baked enameled red finish steel with label "Fire Hose - For Use by Occupants".
- Satin brass or chrome finished valve - 1½" standard.
- Valves, fittings, hose and nozzle to have national standard thread.
- Nozzles to be fully adjustable fog-stream. Complete with rubber bumper and washers; lexan plastic or satin finish brass.
- Fire hose to be 1½" with rocker lug fittings. Hose to be lined, polyester-nylon with tested pressure of 250psi minimum. Lining to be rubber or synthetic blend with no seams. Test and operating pressures to be stenciled on exterior of hose. Fittings - brass or satin finish aluminum.

**10 55 00 Mail Boxes**

A designated central mail receiving room or area will be provided in each building. The mail receiving area should be a semi-secure, non-public space, and may be incorporated with other functions such as a copy or break room. The mail room must be located on the same floor as, and somewhat adjacent to, the main delivery entrance to the building. Campus Mail Services will not deliver building mail to alternate floors in the building.

In cases where it is not feasible to provide a central mail receiving room, a UI standard locked mail cabinet shall be provided near the main, ground-level entry to the building. The cabinet shall either be custom designed and fabricated as part of the project, or Owner Furnished / Owner Installed. The Design Professional shall attempt to provide dedicated space for mail cabinets in hallways or lobbies near the front entrance as applicable.

## **DIVISION 11 - EQUIPMENT**

### **11 05 00      Equipment**

#### **Owner Furnished Equipment**

The University will sometimes pre-order a piece of equipment, such as a chiller, air-handler or fume hood, which may be expected to have a long delivery time. The equipment order may have to be completed prior to bidding the project for which the equipment will be installed.

The University will pay for the equipment and order it FOB job-site. The University will then advise all prospective bidders of the exact cost of the owner-furnished equipment. Immediately upon award of the contract to the successful bidder, the equipment order will be consigned to the contractor.

The contractor will be responsible for, but not limited to, the following:

- Receipt of materials including unloading, stacking and storage.
- Any freight claims for shipping damage or loss.
- Coordination with supplier in the event of mis-order or shortage.
- Assembling factory literature and instructions for O&M Manuals.
- Performing all material and labor warranty work.
- All costs related to the above items shall be included in the base bid.

In lieu of state sales tax, a Use Tax must be paid by the contractor on the value of the owner-furnished equipment. Immediately upon award of the contract, the contractor shall forward payment to the Idaho State Tax Commission in the amount of 6% of the cost of the equipment. Proof of this transaction is required by the University. The Use Tax must be included in the bid and shall not be shown as a separate line item.

Equipment delivery is anticipated within the prescribed schedule window. If an extension becomes necessary, this will be negotiated between the University and the Contractor. This Change Order will be a time extension only, and will be a no-cost change.

### **11 52 00      Audio Visual Equipment**

Refer to "Division 27 – Communications".

### **11 53 00      Laboratory Equipment**

#### **Fume Hoods (Metal)**

No auxiliary air fume hoods shall be allowed.

In constant air volume situations, fume hoods shall be by-pass type.

Unless otherwise required, the face velocity of fume hoods shall be 100 feet per minute. Fume hoods shall be properly placed in relation to doorways, main aisle ways, and supply air/exhaust air vents. Fume hood placement, capacity and airflow shall be reviewed by a qualified engineer, lab technician, or lab consultant.

### **11 12 00      Parking Control Equipment**

**Parking Meters**

Parking meters will be owner furnished and owner installed by UI Parking and Transportation Services (UI PTS). UI PTS may elect to have the Contractor provide and install the parking meter support poles. The DP shall verify and coordinate during the Construction Document phase.

**Pay-to-Park Meters**

Pay to Park meters and ticket devices will be owner furnished and owner installed by UI Parking and Transportation Services. The Design Professional shall verify and coordinate the location of any Pay-to-Park devices with the UI PM and UI PTS where applicable.

The DP will be expected to include in the documents, when applicable, UI standard Pay-to-Park parking signage.

**EV Charging Stations**

Electric Vehicle (EV) Charging Stations will be owner furnished and contractor installed. EV charging station equipment is evolving, therefore the UI has not selected a standard model charging station. The UI will continue to review models and options. Charging units will be selected on the basis of capability, performance, and price point on a project-by-project basis.

The DP and the Contractor shall coordinate and verify all infrastructure and mounting requirements necessary to support owner provided EV charging equipment. EV charging station infrastructure may include:

- Parking space layout and construction
- Electrical service: buried or wall mounted
- Data service: buried or wall mounted
- Concrete foundations, piers, and/or mounting poles in parking islands
- Backing or mounting plates on building walls
- UI Standard EV charging signage

The DP shall consider the potential extra space required for a person to maneuver around and operate EV charging stations and vehicle plug-in extensions when planning parking layouts.

**11 82 00 Facility Solid Waste Handling Equipment****Solid Waste Bins**

All new and renovated facilities will be provided with a screened, grade-level, exterior concrete surface for solid waste containers and recycling bins. Solid waste dumpsters will be provided by the Owner or the local sanitation company. (Refer to "Division 32 – Exterior Improvements" for additional information.)

The UI employs a standard trash receptacle for exterior campus spaces. The trash receptacle is Model DR-1200 as manufactured by Doty & Sons Concrete Products.

- 51" wide x 26" deep x 41" high.
- Tan blend pea gravel exposed aggregate finish.
- Heavy-duty steel double hinged lid powder coated chestnut brown.
- Includes three 30-gallon rectangular, hard plastic liners.
- UI standard vinyl recycling messaging shall be applied to the lids.
- Coordinate specifications with UI PM.

**Trash Compactors**

Buildings containing food service facilities will also be provided with a roll-off pad and related electrical service to accommodate a trash compactor of a size to be determined by the project needs. It is preferred that trash compactors be located inside a screened yard with water service and trench drains for cleaning and odor control.

Latah Sanitation, Inc and UI Recycling / Solid Waste personnel must be consulted during the programming stage for any project which will require a compactor.

**Recycling Bins**

All new and renovated facilities will be provided with a screened exterior concrete surface for three (3) 1-yard recycling bins. This should be located next to the solid waste dumpster. (Refer to "Division 32 – Exterior Improvements" for additional information.)

Refer also to Section I – Design Guidelines; "Chapter 4 – Standard Design Elements" for information regarding interior recycling facilities.

ROUGH DRAFT 19 MAY 2020

## DIVISION 12 - FURNISHINGS

### **12 05 00 General Requirements for Furniture**

All furniture will be selected on a project by project basis.

The procurement of furnishings and other non-fixed equipment is managed by the University of Idaho Purchasing Department. UI Purchasing will source furniture through approved vendors and/or cost controlled purchasing networks available to state agencies.

Furniture is typically procured as a separate Owner package near the end of any construction project. The UI PM will coordinate furniture selection with UI Purchasing and the project Stakeholder Group. The UI PM may enlist the services of an interior design consultant to assist with furniture layout, selection, and specifications as coordinated through UI Purchasing. UI Purchasing may elect to implement an RFP process, where a specific vendor will be selected up front to assist with the process of furniture layout and selection from the full line of brands and resources available to that vendor.

On large projects or specialty design projects, the Design Professional may be contracted to supply furniture design and specifications as a Supplemental Service to the project. The UI PM will coordinate communications between the Design Professional, the Stakeholder Group and UI Purchasing.

UI Facilities and/or UI Purchasing review of all furniture selections and partition wall layouts is required prior to any purchase or installation of such furniture.

All items are to be commercial grade. No residential grade furniture.

Furniture fabrics and materials shall be selected for durability, stain resistance, and ability to be cleaned.

Select furniture patterns and colors that assist with mitigating the appearance of dirt and dust over time.

Unless otherwise specified by the UI PM, all furniture and equipment deliveries shall include "white glove service", wherein the vendor delivers the furniture to the site and includes the following: unpacking, assembly, placement, leveling, cleaning and removal of all packing materials from campus. Disposal of boxes or packing materials in UI solid waste or recycling containers is not allowed.

The UI PM, or other specified consultant, shall be available to inspect furniture delivery and installation same day. A furniture punchlist should be produced at an on-site walk-through with the furniture vendor's representative prior to demobilization.

#### **Shelving**

Except for special circumstances, custom shelving will not be a part of the building program. However, one wall of every office, laboratory and building service room should be provided with full-height shelf standards (only) attached to each stud as a part of the project. The UI PM will review and coordinate this requirement with the DP for each project.

#### **Safety**

Shelving used for chemical storage must have a lip, minimum of ½" high, installed along the front edge.



All cabinets or shelves over 72" tall must be anchored or otherwise braced to the wall. Any free-standing shelving units over 72" tall must be seismically braced as required to meet safety codes.

Furniture shall not be allowed to cover radiators, valves, environmental controls, equipment, or electrical panels. If any building systems, electrical panels and/or mechanical equipment items are blocked by furniture, the department shall be responsible for the cost to remove and/or disassemble furniture to access equipment as required.

## **12 20 00 Window Treatments**

### **Window Films**

The installation of darkening window films to control sunlight is not allowed.

Decorative and/or graphic films may be allowed in certain applications as related to the interior building signage, environmental graphics, branding and/or wayfinding schemes. Verify with the UI PM.

### **Window Blinds**

Typical office blinds shall be 1" metal or plastic 'mini' blinds and shall generally be white, unless otherwise authorized.

Paper, fabric, or wood blinds are not allowed.

### **Window Shades**

Solar roller-shades with 10% open weaves are preferred for exterior windows, especially in classrooms or meeting rooms with video projection and/or video conferencing media systems.

Manual shade control is preferred, with a continuous bead cord. Locate cord on most convenient side for user operation. Shades may be configured as "top down" or "bottom up" as best suits individual applications.

Electric controls and motorized shades are acceptable upon review and approval of the motor and controls location and operation. Motorized shades are particularly applicable in large classrooms, lecture halls, conference rooms and other similar applications.

## **12 48 13 Entrance Mats**

### **Walk-Off Carpet / Grates**

Entry lobbies and vestibules should be designed with recessed slabs for walk-off grates (in LEED applications) or walk-off carpet. Coordinate with the UI PM.

### **Entry Mats**

Where cleanable and/or changeable entry mats are required, the mats shall be UI Standard entry mats ordered through UI Building Services. Where LEED applications require a minimum amount of walk-off area, the Design Professional will deliver that information to the UI PM to be coordinated with UI Building Services.

## DIVISION 13 - SPECIAL CONSTRUCTION

### **13 00 00      General**

The University of Idaho is the state's land grant university, enrolls over 11,000 students statewide, and is classified as a Doctoral Research Level II institution expending over \$113 million in research dollars annually. The UI has set a strategic goal to transition to a Level I Research Institution and is investing in facilities as necessary to support that goal. The UI is affiliated with the NCAA and competes at the Division-1 level across sixteen varsity sports programs. As such, the UI has numerous and varied facilities that fall under the category of "Special Construction".

A sampling of these spaces includes:

- controlled environment rooms
- clean rooms
- bio-hazard safety (BSL) rooms
- medical teaching laboratories
- magnetic resonance research
- machining and prototyping facilities
- radiation and x-ray protected rooms
- greenhouses
- grow rooms and seed germplasm facilities
- burn research laboratories
- animal husbandry, dairy, & veterinary research facilities
- cold storage rooms
- food service facilities
- specialty athletic playing surfaces
- grandstands and bleachers
- stages and performance platforms

Design Professionals working on projects related to specialized facilities shall be expected to have expertise in those areas as required for the project. The DP shall team with specialty consultants, engineers, or lab planners as necessary to bring the appropriate level of expertise to any project. In some cases, the UI may elect to partner the DP with a specialty consultant identified and selected by the University. The UI Project Manager will clearly outline these requirements during the consultant selection process and/or project development phase.

### **Hazardous Waste**

The handling of chemical, nuclear and other hazardous waste is governed by laboratory use regulations promulgated by the UI Office of Environmental Health and Safety. Acid waste piping and chemical neutralization systems will be installed where required by the Clean Water Act. However, the Safety Office shall be contacted before starting the design on any hazardous waste system.

### **Seismic Review and Modification**

Seismic review and analysis of existing structures are not addressed in the current building codes. These codes are intended for new construction where the designer, building official, and contractor have control over the structural design of the building. The strengthening of existing structures and structural modifications are limited by the economic feasibility of such work. Documents such as ATC-22, the Uniform Code for Building Conservation (UCBC) attempt to provide a minimum level of performance for existing buildings during a seismic event. This minimum level is the prevention of total collapse of the structure. If the occupants can exit the building during or after an earthquake, the building has performed as required. Because the emphasis is on preventing total collapse, the contents of the building and the building itself may not be serviceable after an earthquake. Evaluation

and review should be based on this premise. Total compliance with the current building codes may not be feasible since many portions of these structures cannot meet minimum requirements of detailing and strength without significant reconstruction. Review the lateral load resisting system with an eye towards the intended new uses and programming changes that will most likely impact the existing structural system.

Design Professionals working on remodels, additions, or renovations to any general education buildings on campus shall review the "UI General Education Building Seismic Evaluation", completed in 2012. The report outlines general seismic deficiencies for all general education building on campus, and outlines strategies for upgrades. These upgrades shall be incorporated into remodel and renovation work wherever applicable. Coordinate access to the report through the UI PM or UI CAD Manager.

### **13 11 00      Swimming Pools**

The UI maintains two NCAA competition swimming pools in the University Swim Center. The pool systems and chemical balances are tightly monitored and regulated by the Facilities Plumbing Shop. Any work in or around these pools must be strictly coordinated with the UI Plumbing Shop.

Any new swimming pools or modifications to existing pools will require secondary permitting and inspection from the North Idaho District Health Department.

### **13 12 00      Fountains**

Exterior fountains or water features are discouraged from use on campus to avoid the ongoing maintenance and vandalism issues typically experienced with these types of systems.

### **13 17 00      Therapy and Whirlpool Tubs**

Any new whirlpool tubs or therapy pools will require secondary permitting and inspection from the North Idaho District Health Department.

If therapy pools, cold-plunge pools or whirlpool tubs are for non-public use only, such as those located in restricted varsity athletics training areas, then secondary permitting and inspection is not required by the North Central District Health Department.

## DIVISION 14 - CONVEYING SYSTEMS

### **14 20 00     Elevators**

#### **Design and Layout**

In all multi-level buildings and facilities, at least one passenger elevator shall serve each level, including mezzanines.

Elevators should be located as close as practical to entrances, stairways and/or logical circulation points. If possible, strategically locate elevators to encourage the use of stairways as the primary vertical circulation choice for building users.

Service elevators should be located near the service entrance or loading dock whenever possible.

Where a mechanical penthouse is located in the building, the service elevator should extend to the penthouse level. If there is only a single passenger elevator in the building, that elevator should extend to the mechanical penthouse level. Provide a secure elevator lobby at the penthouse that prevents access directly to the mechanical room or equipment. The secure lobby shall have direct access to an exit stair.

Elevator machine rooms, where required, should be located close to the elevator shaft. Machine rooms should be a minimum of 100 square feet, exclusive of the area above the hoistway (for traction elevators), and without odd corners, narrow passages or structural interferences.

#### **General Provisions**

At least one elevator serving all levels of the building should be sized to accommodate an open ambulance stretcher or gurney, and identification shall be provided on the hoistway frame as compatible for that use. This requirement will be applicable even in conditions where a gurney compliant elevator is not required by code. This requirement will only be waived in elevator retrofit projects where the existing hoistway is not large enough to support a gurney compatible car enclosure.

When new elevators are installed into existing buildings where elevators do not currently exist (as opposed to an existing elevator retrofit or modernization), then the elevator design, layout and selection shall comply with the criteria for new elevators as outlined in this section.

Elevators shall have button controls to each floor without keying to shut down the unit and, if required by the program, to lock out selected floors.

To satisfy the conflicting requirements of the elevator and building codes, a fire sprinkler head shall be installed in the top of the elevator shaft in addition to the required detection devices. This sprinkler must be supplied by a pipe outside of the shaft which is controlled by a shunt-trip valve. The alarm and sprinkler devices must be serviceable through a rated access door mounted as high as possible in the side of the shaft. This access door must be provided with a suitable work platform which incorporates adjoining structures or an attached ladder and a constructed platform.

All elevators will be provided with ADA compliant emergency communication phones. The elevator phone will be programmed by the UI Safety Office to dial the Moscow Fire Department. (Refer to "Division 10 – Specialties" for additional information)

All hydraulic elevators must include an oil separator when equipped with a sump pump.

#### **Service**

A local representative or service technician must be available within 30-minutes for emergency service response calls during the first year of the warranty period. This shall be outlined as a requirement in the Design Professional's bid documents and specifications.

### **Basic Elevator Selection**

In general, elevators serving two or three floors will be Hydraulic, Machine Room-Less type. Elevators serving four or more floors will be Electric Traction type. Electric Traction type elevators may be preferred in certain buildings that are less than four floors. This is subject to review based on the specific applications and requirements of individual projects. Coordinate and verify elevator type and selection with the UI PM and UI CM.

### **Basic Elevator Specifications**

#### **Passenger Elevators:**

Capacity: 3500 pounds  
 Cab Size: 6'-8" wide x 5'-5" deep  
 Entry Size: 3'-6" wide x 7'-0" high  
 Clear Head Height: 7'-6" (minimum)

#### **Service Elevators:**

Capacity: 5000 pounds  
 Cab Size: 5'-8" wide x 9'-0" deep  
 Entry Size: 4'-0" wide x 8'-0" high  
 Clear Head Height: 8'-6"

#### **Gurney Compliant Elevators:**

Capacity: 4500 pounds (in applications where there is not a separate service elevator)  
 Cab Size: 5'-8" wide x 7'-10" deep  
 Entry Size: 4'-0" wide x 7'-0" high  
 Clear Head Height: 8'-0"

### **Basic Elevator Performance**

Seconds from start of doors closing until doors are 3/4 open and car level and stopped at next successive floor under any loading condition or travel direction:

Passenger Elevators: 12.0 seconds (max)  
 Service Elevators: 15.0 seconds (max)

### **Car Enclosure**

**Shell:** Reinforced 14-gauge furniture steel formed panels with baked enamel interior finish as selected. Apply sound-deadening mastic to exterior.

**Canopy:** Reinforced 12-gauge furniture steel formed panels with lockable, contacted, hinged emergency exit.

**Front Return Panels and Integral Entrance Columns:** Reinforced 14-gauge furniture steel clad with minimum 16-gauge satin finish stainless steel. Swing entire unit on substantial pivot points (minimum three) for service access to car operating panels. Locate pivot points to provide full swing of front return panel without interference with side wall finish or handrail. Secure in closed position with concealed three-point latch. Provide firefighters' and service compartments with recessed flush cover and cutouts for operating switches, etc.

Transom: Reinforced 14-gauge furniture steel clad with minimum 16-gauge satin finish stainless steel full width of enclosure.

Car Door Panels: Reinforced minimum 16-gauge furniture satin finish stainless steel clad with minimum 18-gauge. Same construction as hoistway door panels. Cladding shall wrap leading and trailing edge of panel a minimum of 1/2" on rear side.

Base: Stainless steel with ventilation cutouts.

Flooring: At Passenger Elevators, provide modular carpet tiles or industrial 24"x24" rubber tile flooring. At Service Elevators, provide 3/8" aluminum diamond plate or industrial 24"x24" rubber tile flooring.

Interior Wall Finish: Floor-to-ceiling plastic laminate panels.

Ceiling: Suspended stainless steel panels.

Lighting: LED

Handrails: 1½" tubular stainless steel with 1½" standoffs on side and rear walls. Mount top of rail 35" above car floor.

Bumper Guard Rails (At Service Elevators): Solid stainless steel flat stock, 6" x 38", with 1½" standoffs 18" on center at side and rear walls. Locate center of rail 8" above car floor. Return end of rail to cab wall.

Ventilation: Two-speed exhaust blower mounted to car canopy on isolated rubber grommets. Exhaust blower shall meet noise and vibration criteria.

Protective Blankets: Provide one set of easily removable protection padding and/or blankets for temporary protection of car finishes during the remainder of construction and for the Owner to temporarily install during special moving or heavy-use operations.

### **Compliance with Regulatory Agencies**

Elevator design, installation, maintenance and inspection is under the jurisdiction of the State of Idaho Division of Building Safety (DBS). DBS conducts a statewide elevator safety program. DBS will provide plan review, permitting and inspection of all elevators. More information can be found at the following location:

<https://dbs.idaho.gov/programs/industrial/elevators/>

Comply with most stringent applicable provisions of the following codes, laws, and/or authorities, including revisions and changes in effect. The DP shall verify all applicable codes and updates with the appropriate governing authorities prior to any project.

### **Adopted Codes**

1. Safety Code for Elevators and Escalators (ANSI/ASME A17.1 2010) with the following exceptions:
  - i. Compliance with section 2.8.3.3.2 shall require that the means for disconnecting the main power as required by this section to be within sight of controller.
  - ii. Compliance with section 8.11.2.1.5(c) Car and Counterweight Buffer testing shall be conducted at slow speed in accordance with Item 5.9.2.1(a) in ANSI/ASME A17.2 2007.
  - iii. Compliance with Section 2.2.2.5, which requires a sump pump or drain in the elevator pit, shall be optional. If a sump pump or drain is installed, it shall meet the requirements of this section. A sump with a cover shall be provided in each elevator pit.

2. Guide for Inspection of Elevators, Escalators, & Moving Walks. (ANSI/ASME A17.2 2007)
3. Safety Code for Existing Elevators and Escalators. (ANSI/ASME A17.3 2008)
4. Guide for Emergency Personnel. (ANSI/ASME A17.4 1999)
5. Elevator and Escalator Electrical Equipment. (ANSI/ASME A17.5 2004)
6. Standard for Elevator Suspension, and Governor Systems. (ANSI/ASME A17.6 2010)
7. National Electrical Code, NFPA 70
8. Uniform Federal Accessibility Standard, UFAS
9. Local Fire Authority
10. Life Safety Code, NFPA101



## DIVISION 21 – FIRE SUPPRESSION

### **21 11 00 Facility Fire Suppression Water-Service Piping**

#### **Campus Domestic Water System**

The campus domestic water distribution system is a separate utility owned and operated by the U of I. The Facilities Maintenance and Operations Water System Manager is the governing authority. Refer to “Division 33 – Utilities” for additional information.

U of I Facilities Maintenance and Operations has adopted the American Water Works Association (AWWA) Manual. All work on the campus water system or any backflow prevention requirements will be in accordance with the AWWA Manual.

#### **Service to Building**

The building may be serviced by a single domestic water line. Once inside, the service can be split into a domestic water service, and a fire protection water service. Two reduced-pressure (RP) backflow preventers must be installed in a parallel assembly on both the domestic water and fire protection building services. (Base specification on Watts backflow preventions devices.) Each water service should be provided with an independent shut-off valve to facilitate maintenance on one system without shutting down the other. Verify requirements with UI Water Systems Manager and UI Plumbing Shop.

A dedicated room should be provided to house water service valves, backflow assemblies, fire sprinkler riser equipment, and domestic water filtration systems.

#### **Fire Hydrants**

Refer to “Division 33 – Utilities”.

#### **Fire Department Connections**

Coordinate the location of fire department connections with the UI PM and the Moscow Fire Department.

Fire department connections shall be easily visible, easily accessible, and with no obstructions. Coordinate site design and landscape design to provide easy access and avoid any large shrubbery or plants that will grow to obstruct visibility or access to the fire department connection.

### **21 12 00 Fire Suppression Standpipes**

#### **Standpipes**

Standpipes shall conform to the following:

- Dry pipe (class I)
- Minimum size outlets 2½”.
- NST threading required.
- Wet standpipes (class II)
- All outlets provided with 1½” NST valve for hose rack connections.

## **21 13 00 Fire Suppression Sprinkler Systems**

### **General**

All areas of any new and renovated structures shall have a fire sprinkler system.

All sprinkler systems shall have an exterior bell or horn to indicate water flow alarms.

All valves, backflow preventers, post indicators and zone control valves shall have connections to the building fire alarm to monitor their open/closed status. Tamper switches shall not be connected to same monitor circuit as flow devices.

On larger or more complex projects, the Design Professional shall include a qualified fire sprinkler engineer on the project and include fire sprinkler layout drawings as part of the construction documents. Avoid using performance specifications and deferring sprinkler layout design until the shop drawing phase unless otherwise approved by the UI PM.

Fire sprinkler shop drawings must be submitted, as a deferred submittal during the construction phase, to the State of Idaho Division of Building Safety and the State of Idaho Fire Marshal's office for review and approval as part of the building permit process. The contractor and fire sprinkler sub-contractor shall be responsible for this submittal.

Any shutdowns to any portion of any fire sprinkler system will require the Contractor to give several days advance notice to the UI PM, UI CM or UI CI. Shutdowns will be coordinated with UI EHS and the local emergency services as required. Work shall be scheduled to minimize shutdown durations and impacts to existing buildings to the greatest degree possible. Where construction or remodel work may require extended shutdowns or which may impact adjacent areas that will remain occupied, then temporary accommodations and/or fire sprinkler modifications should be outlined in the Design Professional's bid documents.

Where new fire sprinkler systems are installed in existing buildings, all penetrations through floors, walls and ceilings shall be sealed or filled with approved caulking or fill materials as applicable. Minimize the size of penetrations. Penetrations in rated walls and partitions shall be sealed with an approved fire caulking or fill material which matches the required rating of the wall. Penetrations in exposed areas should be covered with an accessory escutcheon plate that completely covers the patched and sealed hole.

### **Wet Pipe Systems**

Wet pipe systems shall be the default system used on campus. Only specify dry pipe systems where piping is exposed to freezing temperatures.

Wet-pipe systems shall have an inspector's test valve with 1' piping and a ½" orifice at most remote location from control valves to simulate a single head operation.

All flow / alarm devices to initiate building fire alarm system and shall be either flow-switch or pressure-switch type.

### **Dry Pipe systems**

Dry-pipe systems to have inspectors test valve located at highest point in the system with ½" orifice and view port.

All flow alarm devices shall initiate the building fire alarm system and shall be pressure switch type.

All dry-pipe systems shall utilize an air-maintenance device in the air piping to maintain proper flow

rates of air.

All dry pipe systems on the exterior of the building shall be Schedule 40 pipe unless approved otherwise.

Dry system air supply shall be furnished by dedicated air compressor properly sized for the application and mounted to the floor. Air compressors shall be UL rated, low-noise industrial units. Oilless units are not allowed.

### **Drains**

All drains shall terminate outside the building to either a drain or concrete pad.

All secondary drains shall be piped to suitable floor drain of minimum 2" pipe size. No drains shall be installed to terminate at or in a drip cup.

If it is not possible to meet the requirements above, coordinate the location of all low point drains with the UI Plumbing Shop. Low point drains should be in easy to access locations and shall feature connections to allow a drain hose to be easily connected to the low point drain.

## **21 20 00 Fire Extinguishing Systems**

Where required by code, approved local application and total flooding systems can include dry chemical, liquid suppressant (water mist systems), aqueous film forming foam (AFFF), high expansion foam (HI-EX), Carbon Dioxide and other compressed gas systems.

All fire suppression systems should, during activation, initiate the building general fire alarm system for evacuation.

### **Approved manufacturers:**

- Ansul
- Kidde
- Fenwal
- Pyrotronics

## **21 30 00 Fire Pumps**

A manifold shall be supplied and routed to a suitable discharge point (storm sewer, etc.) to allow for the required performance and capacity testing without the need for additional equipment.

The manifold shall be provided with multiple 2½" discharge lines, each with isolation valve and permanently mounted pitot gauge to allow for incremental flow testing up to and including 150% rated capacity.

## DIVISION 22 – PLUMBING

### **22 00 00      General Provisions**

#### **Domestic Water System**

The campus domestic water distribution system is a separate utility owned and operated by the U of I. The Facilities Maintenance and Operations Water System Operator is the governing authority. "Refer to Division 33 – Utilities".

U of I Facilities Maintenance and Operations has adopted the American Water Works Association (AWWA) Manual. All work on the campus water system or any backflow prevention requirements will be in accordance with the AWWA Manual.

All plumbing work must conform to the requirements of the "Idaho State Plumbing Code", current version.

#### **Gas Installation Inspection**

The governing authority for natural gas piping installation to UI buildings is Avista Utilities. The contractor shall coordinate all permitting, testing and inspection through the State of Idaho Division of Building Safety. The contractor shall contact Avista for service installation.

#### **Metering**

Metering of domestic water usage is required at all buildings. Refer to "Division 33 – Utilities" for additional information.

### **22 10 00      Plumbing Piping**

#### **Backflow Prevention**

Two (2) backflow preventers must be installed in a parallel assembly on the domestic water building service. This shall be based on the degree of hazard and the type of building it serves. Some buildings, like laboratory facilities, will require both two (2) DCVA and two (2) RPVA at all main building services. All assemblies need to be parallel installations. Approved manufactures: Watts, Febco or Zurn.

Fire sprinkler systems can to be a single double check valve assembly DCVA with tamper switches - no detector checks allowed. Approved manufactures: Watts, Ames-Colt or Deringer.

All backflow assemblies shall be installed in accordance with the current USC Cross Control Manual.

#### **Valves**

Building water services shall have a shut-off valve and road-box at the main as well as a building shut-off valve.

All valves 2" and smaller should be ball valves with stainless steel balls.

All valves must have a 600 WOG rating. Acceptable manufactures: Nibco, Watts, Apollo or equal.

All valves shall accessible. Avoid locating valves behind other utilities or ductwork that prevents visibility or maintenance access. Valves must be easily operable from a standing position or a standard step ladder. Valves above hard ceilings shall be provided within easy reach of an access door and located such that the placement of a service ladder below the access door is possible.

Buildings should be zoned by floor with sub-zoning of smaller areas as applicable. Verify plumbing zoning layout in building with the UI PM and UI Plumbing Shop during the design phase.

### **Plumbing Piping Systems**

All domestic water piping to be Type L copper at a minimum.

Drain-Waste-Vent piping to be cast iron no-hub. Any alternate materials must be approved by the UI Plumbing Shop during the design phase.

Pure Water Piping to be Low Extractable PVC specifications based on Spears manufacturing.

All acid waste systems shall be CPVC based on Spears product; manufactured to ASTM F 2618. Any alternate product must be approved by the UI Plumbing Shop in design phase.

No "constructed" fittings permitted (mitering of weld fittings, use of tee-pullers on copper mains, no soldering of trap primers to flush valve tailpiece)

Chromate plating, such as Erico or equal, is an acceptable alternate for flash copper plating on plumbing hangers and supports.

### **Floor Drains**

All floor drain traps must have an integral trap primer as per the Idaho State Plumbing Code.

Trap primers shall be supplied by one or more manifolded valve-and-timeclock assemblies wherever possible. Avoid trap primers that are supplied by any device that operates on differential pressure or flow rate. All trap primers must be electronic type equal to Precession Plumbing Products.

Floor drain traps in restrooms must be off the tail piece of the toilet flush valve when applicable. Restroom tail pieces must be the same manufacture as the flush valve.

### **Lab Water**

For biological research and other similar facilities that need for a large amount of pure water, glass washers, etc.; a complete building reverse osmosis (RO), deionized water system may be specified. Utilize laboratory-specific RO packaged systems only.

Complete building RO systems shall be based on Culligan A1 Plus RO systems. RO system design shall require pre-filtration to include a softener and a carbon tank. Systems shall also include a separate storage tank with level control as manufactured by Various Technologies.

### **Non-Potable Labels**

All lab-water and other non-potable water systems shall have warning labels affixed. These labels shall be 3/4" x 2" minimum, yellow with black lettering, self-adhering stickers with the words "Warning - Non-Potable Water."

Each faucet or other outlet must be labeled, and any other distribution system piping within a building must be labeled every 10'. In addition, one or more signs shall be mounted in highly visible locations within the lab, as close as possible to the non-potable outlets. These should be yellow signs with black

lettering, approximately 6" high by 8" wide, with text as per above.

### **Pressure Vessels**

The Design Professional shall notify UI Environmental Health and Safety Office when any pressure vessel is installed. They must be added (by UI EHS) to the State inspection program.

### **Lift Stations**

All sewage and dewatering lift stations must be duplex systems and be equipped with lead/lag alternating controls to include an audio alarm located outside the building. Verify requirements with UI Plumbing Shop.  
Single sump pump installations must include an audio alarm to be location in a general public area.

## **22 30 00 Plumbing Equipment**

### **Domestic Water Filtration**

All new and substantially renovated buildings will have a complete building water filtration system ahead of any branch lines (except hose bibs) on the building water service.

All water filters shall be Culligan Matrix progressive with smart controllers. Softeners shall be Culligan brand models selected as applicable during the design phase.

### **Domestic Water Heaters**

Where applicable, design domestic water heating systems to use campus steam as the primary heating source. Manufacture: Aerco

Where campus steam is not available, domestic water heaters shall be gas. Use electric water heaters only in applications where steam or gas is not available, or in special applications only as approved by the UI during the design phase. Approved manufactures: Rheem, AO Smith and Bradford White

## **22 40 00 Plumbing Fixtures**

### **Custodial Room Fixtures**

Each custodial room shall have a mop sink.

Mop sinks shall be floor mounted, fiberglass units. Faucets to be Chicago model 897-RCF with integral stops (or approved equal) with vacuum breaker

Specify splash plates and/or fiberglass reinforced panel (FRP) wainscot on the walls around the sink.

### **Restroom Fixtures**

#### **General Notes:**

Hot and cold domestic water supplies to all public restrooms shall be individually isolated to allow maintenance and service work to take place without shutting down any other restrooms in the building.

Design plumbing chases to provide full maintenance access whenever possible.

Multi-fixture public restrooms on multiple building floors should be stacked whenever possible.

Use low-flow fixtures as applicable. Verify requirements with UI Plumbing Shop.

Toilets:

Select elongated white porcelain units with a white, open front seat. No lids. Toilets shall be wall-mount style with a heavy-duty carrier. Acceptable manufacturers: American Standard, Kohler or prior approved equal.

Flush valves to be Sloan Royal. Any alternate must be approved by UI Plumbing Shop supervisor.

Urinals:

Urinals shall be washdown or blowout type. Select white porcelain units. Acceptable manufacturers: American Standard, Kohler or prior approved equal.

Flush valves to be Sloan Royal. Any alternate must be approved by UI Plumbing Shop supervisor.

The use of hands-free electronic flushometers at urinals is encouraged. If specified, these should be battery powered. Acceptable manufacturers: Sloan or Moen.

Lavatories:

The UI prefers the use of wall hung lavatories with no countertop. Wall hung lavatories shall be white, with factory mounting brackets (no carriers).

Self-rimming countertop lavatories will be allowed in special applications and may be considered if the location of ADA compliant soap dispensers is satisfactorily resolved. Countertops shall be designed for ease of cleaning. Consider eliminating backsplashes and stopping the countertop 2" short of the tile wainscot on all sides. This prevents the build-up of soap-scum and staining in the corners of the countertop. (Tile wainscot runs continuously behind countertop.) The use of undermount lavatories may be approved with authorization from the UI PM and UI Plumbing Shop.

Faucets: Moen Commercial model 8413 with ADA approved lever handles.

The use of hands-free electronic lavatory faucets is encouraged. If specified, these should be battery powered. Preferred brand to be Chicago, model Hytronic.

**Break Room Fixtures**

Sinks to be stainless steel; 18-gauge. Acceptable manufacturer: Elkay or equal.

Faucet to be Moen Commercial model 8125 with 8" spout; model S00500.

**Laboratory Fixtures**

All laboratory fixtures to be manufactured by Water Saver Faucet company. All faucets to include vacuum breakers on spout. Design based on L414VB.

Pure Water faucets to be Water Saver Faucet Company design based on model L694. No vacuum breaker required.

**Water Coolers and Bottle Fillers**

The moderate temperature of the university's water system dictates the need for refrigerated water coolers rather than drinking fountains wherever possible. Refrigerated coolers shall be a high-low, ADA-compliant pair, and shall not be fully recessed. The water service piping, drain, filters and compressor shall be accessible for servicing behind an access cover located in the front. Approved



manufacturers: Elkay or Haws.

Provide water coolers with an integrated bottle filling station. Basis of design should be Elkay EZ models.

Certification of lead-free water coolers and drinking fountains is required on the product submittal. Comply with ANSI/NSF 61 standards.

Provide a durable, washable surface behind all water coolers. This surface should be more robust than painted gypsum wall board, which wears through with repeated cleaning. Consider a ceramic tile wall in water cooler alcoves. It is acceptable to add a 6" high stainless-steel backsplash behind the cooler units. Where bottle filler stations are used, the backsplash is typically only required at the lower unit that does not have the bottle filling station.

### **Emergency Eyewash Stations**

Emergency eye wash stations shall be installed in laboratories and other areas as required by code. In addition, they shall be installed where chemicals or hazardous materials may be used, such as Facilities shops and custodial closets. The Design Professional shall conduct a plan review with the UI PM and UI EHS to verify the location of all eyewash stations and to determine if eyewash stations may be required in any additional areas not necessarily required by applicable codes.

All eyewash installations must comply with ANSI/ISEA Z3581.1- 2014 standards. Approved manufacturers: Guardian or Water Saver Faucet Company. Alternate manufactures must be approved during the design phase.

Mixing valves are required on all eye wash and safety showers. Basis of design: Leonard.

All emergency stations should be installed with isolation valves with locking handles.

### **Emergency Showers**

All installations must comply with ANSI/ISEA Z3581.1- 2014 standards. Approved manufacturers: Guardian or Water Saver Faucet Company. Alternate manufactures must be approved during the design phase.

Applicable codes require a minimum flow of 20-gpm from an emergency shower. The static pressure in the UI domestic water system, combined with the required 1" supply, often results in flows exceeding 60 gpm. All emergency shower supplies must be provided with a flow restrictor with a maximum rate of 30 gpm.

### **Wall Hydrants and Hose Bibs**

Approved manufacturers: Woodford: Model 65 and Model 24

## DIVISION 23 – HEATING, VENTILATION and AIR CONDITIONING

### **23 00 00 General Provisions**

#### **Central Campus Utilities**

Cooling will be by means of absorption equipment. Except for special circumstances, cooling water must be supplied from the UI campus district chiller plant locations.

Heating systems shall use steam from the central campus steam distribution system when available.

Refer to “Division 33 – Utilities” for additional information.

#### **Metering**

Building metering is required for chilled water and steam condensate. These meters shall be configured to connect and communicate with both the building automation system and the SEL campus standard metering system. Refer to “Division 33 – Utilities” for additional information.

Care must be taken to locate the condensate meter to ensure full flow through the meter. Secondary metering may be required where multiple uses are anticipated, such as charge-back or for-profit operations.

#### **Maintenance Accessibility**

All HVAC equipment requiring routine maintenance or servicing shall be accessible. Supply adequate clearances to completely pull filter systems or other required components for servicing or replacement.

Avoid locating valves behind other utilities or ductwork that prevents visibility or maintenance access. Valves must be easily operable from a standing position or a standard step ladder. Valves above hard ceilings shall be provided within easy reach of an access door and located such that the placement of a service ladder below the access door is possible.

All distributed VAV units and associated hydronic assemblies and components shall be located to facilitate easy access through suspended ceilings or access hatches via standard step ladders. Hydronic system low point service drains and vents shall be accessible. VAV units shall be positioned to allow adequate clearance for filter replacement and motor service as applicable.

Equipment maintenance and access clearances shall be documented and maintained as a clash layer in the Design Professional's BIM model. The Contractor shall be required to conduct a pre-installation walk-thru or BIM review of all service equipment locations with the Owner prior to installation.

### **23 08 00 Commissioning of HVAC**

#### **University Commissioning Process**

The University of Idaho, unless otherwise authorized by the UI PM, requires commissioning on all projects. The scope of the commissioning process shall be determined by the size and complexity of the project.

Refer to Section I – Design Guidelines; “Chapter 6 – Surveys, Testing & Commissioning” for detailed

information on the UI Commissioning process.

### **Full System Run Test**

Following completion of the project, and immediately prior to the Substantial Completion inspection, a full building, functional performance test will be performed. This will be 96-hours in duration, and all contractors, subcontractors, factory representatives and consulting engineers will be in attendance.

### **Owner Training**

When applicable, owner training sessions will be coordinated and supervised by the Commissioning Authority. The Contractor and specified manufacturers' representatives or suppliers shall be responsible for conducting selected training sessions, providing handout information at these training sessions, and video-taping sessions as specified in the project manual and commissioning requirements.

### **Components and Systems for Commissioning**

Commissioning Certification may be required on any combination of the following components and systems:

#### **Individual Components**

- steam and hot water generators
- heat exchangers
- cabinet heaters and fan-coil units
- air handlers
- variable air volume boxes and terminal devices
- motorized dampers, including face-and-bypass
- motorized control valves and steam stations
- pressure reducing valves
- pumps
- humidifiers
- condensate traps
- transformers
- emergency generators

#### **Interrelated Systems**

- building management control systems
- variable frequency drives and starters
- acid neutralization systems
- fire alarm and detection systems
- fire sprinkler systems
- security systems
- automated electrical switching systems
- lighting controls
- elevator operation, including DLIS testing
- elevator smoke doors

### **Testing and Balancing (TAB)**

Third-party Testing and Balancing (TAB) is required on all projects unless otherwise specified by the UI PM. The qualified, third-party TAB agency will be contracted directly by the University of Idaho or by the Commissioning Agent as applicable. In many cases, qualified third-party testing and balancing may be included under the Division 23 Mechanical Contractor's scope of work. Verify methodology for each project with the UI PM and clearly outline TAB requirements in the project specifications.

Testing and Balancing shall be performed in accordance with AABC National Standards for Field Measurement and Instrumentation, Total System Balance or NEBB Procedural Standards for Testing, Balancing and Adjusting of Environmental Systems.

Testing and Balancing Agencies shall, at minimum, provide certification of membership with AABC or NEBB and a representative list of projects with at least five projects of similar size and scope to design project. All TAB agencies must be approved by the UI.

At the project closeout, the TAB Agency shall be represented at a final observation meeting by qualified testing personnel with balancing equipment and two (2) copies of air balancing test report. The UI PM or UI CM may choose and direct spot balancing of one zone. Differences of 10% or more between the spot balance and test report will be justification for repeating the testing and balancing for entire building. Rebalancing shall be done in presence of UI CM and/or Facilities HVAC Representative and subject to their approval. Spot balance and re-balance shall be performed at no additional cost to Owner.

## **23 09 23      Direct Digital Controls for HVAC**

### **General**

Provide a management system capable of controlling and monitoring the complete mechanical system. The Building Automation System (BAS) manufacturer shall furnish a fully integrated automation system, incorporating direct digital controls (DDC) for energy management, equipment monitoring, equipment control, and subsystems.

The Building Automation Systems (within a building) shall be compatible with and completely interconnected with Campus Automation System (between buildings and/or sites). The BAS Contractor is required to furnish all parts, labor, supervision, tools, miscellaneous mounting hardware and consumables to interconnect to existing CAS System. All system components shall conform to UI standards.

The BAS manufacturer shall supervise all BAS and temperature control component / wiring installation for a complete and operable system.

The BAS system shall be designed, installed, commissioned and serviced by factory trained personnel employed by the manufacturer. The manufacturer shall have an in-place support facility within 50 miles of the site with technical staff, spare parts inventory and necessary test and diagnostic equipment. Distributors or licensed installing contractors are not acceptable. Local emergency service shall be available on a 24-hour, 7 day-a-week basis, with a normal response time from contact to arrival on site of not more than two (2) hours

#### **UI Pre-Approved Manufacturers (No substitutions):**

1. Siemens Building Technologies, Inc. BAU Division
2. Alerton BACTalk as installed by ATS Spokane Branch office

Detailed specifications can be supplied to the Design Professional upon request. Project specifications for DDC controls will not be developed and/or distributed by the Design Professional without coordination and review with the UI Facilities HVAC Shop and Utilities and Engineering Services.

Coordinate system networking with "Division 26 – Electrical" and "Division 27 – Communications" as necessary.

### **Existing Buildings**

New or expanded DDC controls in existing buildings shall be supplied by the same manufacture as the existing DDC control systems in that building.

**Basic Network Design**

The network architecture shall consist of three levels: a campus-wide ethernet network based on TCP/IP protocol, high performance peer-to-peer building level network(s) and DDC Controller floor level local area networks with access being totally transparent to the user when accessing data or developing control programs.

The design of BAS shall allow the co-existence of new DDC Controllers with existing DDC Controllers in the same network without the use of gateways or protocol converters.

The campus has existing central operator workstations. Install /connect new buildings or systems to the existing operator workstation and ensure communications are established and graphics loaded.

**Project Management**

The BAS manufacturer shall provide a designated project manager who will be responsible for the following:

1. Input and coordination with the GC's project schedule.
2. On-site coordination with all applicable trades, subcontractors, and vendors.
3. Authorized to accept and execute orders or instructions from owner/architect.
4. Attend project meetings as necessary to avoid conflicts and delays.
5. Make necessary field decisions relating to BAS scope of work.
6. Coordination / single point of contact.
7. Make changes to the BAS submittal documents and as-built final documents.

**DDC System Commissioning**

Complete the 96-hour test at the completion of final commissioning and prior to substantial completion.

Pre-balance inspection and adjustment of the control systems shall be performed by the controls engineer. A written report signed by participating parties shall be forwarded to the UI PM and the Owner's Commissioning Authority (CA).

The temperature controls contractor shall assist the balancing agency as required for proper balancing of the systems. Furnish a hand-held controller or laptop service tool for the balance agency use during test and balance.

Final adjustments and calibration of systems and components, including valve and damper operators, shall be accomplished after balancing has been completed and prior to the O&M instruction period. This shall include any required setting of controls or labeling of setpoints. The temperature controls contractor shall coordinate scheduling and setpoints with the Owner's Representative. A letter of certification, stating the above has been completed and signed by the controls contractor shall be forwarded to the CA and UI PM with a copy enclosed in the O&M manual.

The CA and the UI PM shall be notified two (2) weeks in advance of scheduled time to witness sequence of operation on all systems. All systems shall be fully operational at the time of this demonstration.

**Demonstration**

The complete and fully operational control system shall be demonstrated to the designated Owner's personnel and project engineer upon completion of successful start-up and testing. Demonstration shall be an overview of the entire functionality of the system including the operator's terminal, the web browser interface, the graphical user interface, remote control point adjustment, scheduling procedures, overrides, alarms, unitary and terminal unit control.

**Owner Training**

A minimum of two (2) separate on-site training sessions shall be provided. The first session shall be prior to substantial completion. The second training shall occur prior to the end of the first year of service. Both training sessions shall be of sufficient duration to completely cover all facets of the DDC controls operation. The DP shall verify anticipated training requirements with the UI HVAC Shop and document those requirements in the specifications.

**Maintenance Service**

Specified maintenance service shall include, but not be limited to, a minimum of four (4) service inspections of all control systems during the first year following acceptance of the work. The inspections shall be scheduled as close as possible to the beginning of the heating and cooling seasons with the final inspection just prior to the expiration of the warranty period. These inspections are in addition to any warranty calls that are required during the warranty period. Documentation shall be forwarded to the UI PM at the completion of each trip.

**Labeling of Equipment on Drawings**

In order to comply with UI standards for the CAS and BAS software interface, the Design Professional shall ensure that the Air Handlers and Terminal Units will be labeled and/or scheduled in the construction documents and specifications as follows:

All equipment shall be scheduled per each, no typical application shall be shown.

**Naming of Air Handler Units:**

Air Handling Unit No. 1 = AHU-1

Air Handling Unit No. 2 = AHU-2

etc ...

**Naming of Terminal Units:**

Terminal Units (TU) may also be called Variable Air Volume (VAV) boxes at the Engineer's discretion.

Terminal Units shall be assigned numbers in the order of: [number of air handler feeding unit], [floor number], and [terminal unit number]. The terminal unit number shall be assigned so that TU1 (or VAV1) is the first terminal unit off of the main supply duct on any floor. TU2 would be the second terminal unit off the supply duct on any floor, etc ...

**Examples:**

TU1-2-2 (or VAV1-2-2) = The second TU, located on the second floor, fed by AHU-1.

TU2-B-12 (or VAV2-B-12) = The twelfth TU, located on the basement floor, fed by AHU-2

**Other Equipment Naming Standards:**

AC-1	Air Conditioning Unit
AHU-1RF	Air Handler # 1 Return Fan
AHU-1SF	Air Handler # 1 Supply Fan- Fanwall 1,2,3,4,5,6,7,8, etc...
AS-1	Air Separator
C-1	Convertors
CB-A	Chilled Beams
CB-B	Chilled Beams
CRP-1	Condensate Return Pumps
CWP-1	Chilled Water Pump
DHWP-1	Domestic Hot water pumps
DXFC-1	DX Fan Coils
EF-1	Exhaust Fans



ET-1	Expansion Tank
FC-1	Fan Coils
FHET	Fume Hood Exhaust Terminal
FSD	Fire Smoke Dampers
FT-1	Flash Tank
FTR-1	Fin tube Radiation
HP-1	Air Cooled Heat Pump Unit
HRC-1	Heat Recovery Coils
HRP-1	Heat Recovery Pump
HRU-1	Heat Recovery Unit

## **23 20 00 HVAC Piping and Pumps**

### **Hydronic Piping Systems and Equipment**

Do not specify gasketed systems (Gruvloc or similar) for systems containing glycol.

Butterfly valves used on chilled water piping and heat recovery piping shall be lug type. Wafer-style butterfly valves are not allowed.

### **Steam and Condensate Piping Systems**

Campus has medium pressure distribution system (30 lbs). An entering steam station is required at all buildings. All steam components within the building must operate on 10 lbs. (Refer also to "Division 33 – Utilities")

All condensate must be pumped back to the Power Plant.

Utilize steam humidifiers.

Steam valve actuators shall be pneumatic type with analog output pneumatic transducer.

All low-pressure steam and condensate fittings, 2" and smaller, shall be 125 lbs. cast iron fittings which conform to the American Society for Testing and Materials Specification (ASTM) A126, Class B. 2½" and above shall be welded. All steam and condensate pipe will be schedule 40 black unless specified otherwise.

Grade 5 bolts will be used on all flanges. Soft (A307) bolts may not be used.

Spiral-wound metal and metal-reinforced gaskets shall be used in all flanges on steam and condensate systems.

Victaulic fittings shall not be permitted on any steam, hot water or chilled water lines.

### **Chilled Water Systems**

In terms of operating parameters, the campus chilled water loop typically runs at 45-degrees (F) and approximately 100psi. The chilled water tertiary pumps are used to prevent coils from freezing when conditions exist before draining CHW coils. Return chilled water ideally in the range of 60 – 64-degrees (F).

Victaulic fittings shall not be permitted on any steam, hot water or chilled water lines.



**23 30 00 HVAC Air Distribution****General**

The UI discourages the use of fan coil units. Fan coil units shall be used only in specific applications with limited options and only after gaining prior approval through the UI PM and UI HVAC Shop.

The permanent HVAC system should not be used for temporary or on-going heating/cooling or ventilation during construction activities. Use of the systems will only be allowed upon prior approval from the UI PM and UI CM. If the system is used prior to the coordinated and scheduled start up, then the contractor will be held accountable for cleaning air handlers, ducts etc. prior to Substantial Completion.

The mechanical systems in all rooms, but especially in any sound sensitive rooms such as classrooms and conference rooms, shall be quiet. A noise coefficient rating of NC25 is the goal. It is essential that the air handling units and/or other equipment be located on isolation slabs and/or other measures be employed as necessary to ensure that resulting building vibration is not a problem. Mechanical rooms housing air handling within the building must be designed to ensure no noise transfer to adjacent spaces.

Generally, design all storage rooms with HVAC and ventilation occupancy greater than the storage use itself would require. Often, these storage spaces are converted into office uses.

**Air Inlets and Outlets**

Ceiling diffusers should be easily removable for cleaning purposes.

The ceiling or wall areas surrounding diffusers should be finished with washable, non-porous surfaces. If washable, non-porous ceilings are not installed, then diffusers should be skirted with a surrounding washable collar.

The placement of the building air intakes shall include consideration of the location of exhaust air vents and fume hood exhausts, both on the building and on adjacent buildings, to prevent mixing of exhaust air with supply air. Building air intakes must be located to ensure building/equipment exhaust air (or vehicle exhaust from loading/parking areas) is not inadvertently pulled back into a building. Similarly, exhaust(s) should be placed so that exhaust air from one building is not accidentally drawn into any adjacent building.

Fume hood exhausts shall discharge 10' above the adjacent roof, a minimum of 100' from the nearest air intake, with a discharge velocity of at least 3000 feet per minute.

**Heat Recovery**

Plan the system layout to take maximum advantage of heat recovery systems (building exhaust and fume hoods).

**Air Handling Equipment**

All fans, blowers, air-handlers and rotating pieces of equipment will be provided with fan-inlet guards on each fan (return and supply) and belt guards as part of the contract. Specify this as a manufacturer's option. If OEM units are not available, specify custom fabricated guards.

At the time power is connected and the unit is capable of operation, the motor will be locked out and/or hasps and locks will be installed on the air-handler case. These will be UI keyed padlocks, not contractor locks. The unit will not be operated until all guards are in place.

All safeties shall be hard-wired into the fan starter circuit such that the safety shall function whether the starter selector switch is in the hand or automatic position. All safeties shall be hard wired directly to their devices and shall not rely on the DDC system software for operation.

All freeze stats shall be hard wired to the air handler associated supply and return VFD's.

Each control panel shall have an uninterrupted power supply (UPS).

### **Motors and Motor Controllers**

All non-fractional equipment motors shall be 480V, 3-phase.

Variable Frequency Drives (VFD) shall be installed on all motors rated at 5-hp and above. VFD's may be installed on selected smaller motors for specific purposes at the direction of the Design Professional.

All motors controlled by a VFD shall be rated for such compatible use and must meet the requirements of NEMA MG-1 Part 31.40.4.2.

VFD's shall be ABB only.

ROUGH DRAFT 19 MAY 2020

## DIVISION 26 – ELECTRICAL

### **26 00 00      General Provisions**

#### **Electrical Utility**

The UI has utility status and maintains its own 13,200V distribution system.

All medium voltage connections (600V and under) will be completed by the contractor and that work shall be defined and included in the construction documents. All 13,200V connections will be contracted separately by the University of Idaho to one of the pre-qualified electrical contractors capable of doing that work. Refer to “Division 33 – Utilities” for additional information.

#### **Related Work**

Refer to “Division 27 – Communications” and “Division 28 – Electronic Safety and Security” for additional electrical system requirements.

#### **Metering**

Building metering is required for electrical usage. Refer to “Division 33 – Utilities” for additional information.

At this time, only the total service electrical usage at any building is required to be monitored. The Design Professional should look at designing the system with the flexibility to provide more detailed monitoring in the future, such as the ability to separately monitor lighting loads, plug loads, and building HVAC systems. Coordinate early in the design process with the UI PM.

Secondary meters may be required where multiple uses are anticipated, such as charge-back and/or for-profit operations.

#### **Shut Downs**

All electrical service disruptions and shut downs must be coordinated in advance with the UI CM and the UI Electrical Shop. Shut downs that will impact occupied spaces, adjacent buildings, or campus neighborhoods must be coordinated at least three weeks in advance. Many buildings on campus contain on-going research that can be critically impacted by a prolonged electrical outage. The UI requires time to make alternate accommodations as may be required. All major electrical shut downs will typically be scheduled to occur early in the morning on weekends to minimize impacts to the campus.

#### **Safety Program**

The UI has adopted a Hazardous Energy Control (Lock Out/Tag Out) program. A copy of the program will be provided to the contractor on each project. The contractor must comply with this program. If the contractor has their own Lock Out/Tag Out program in place, this program may be submitted to the UI for review and approval.

### **26 08 00      Commissioning of Electrical Systems**

#### **University Commissioning Process**

The University of Idaho, unless otherwise authorized by the UI PM, requires commissioning on all

projects. The scope of the commissioning process shall be determined by the size and complexity of the project.

Refer to Section I – Design Guidelines; “Chapter 6 – Surveys, Testing & Commissioning” for detailed information on the UI Commissioning process.

### **Owner Training**

When applicable, owner training sessions will be coordinated and supervised by the Commissioning Authority. The Contractor and specified manufacturers’ representatives or suppliers shall be responsible for conducting selected training sessions, providing handout information at these training sessions, and video-taping sessions as specified in the project manual and commissioning requirements.

### **Components and Systems for Commissioning**

Commissioning Certification may be required on any combination of the following components and systems:

#### **Individual Components**

- steam and hot water generators
- heat exchangers
- cabinet heaters and fan-coil units
- air handlers
- variable air volume boxes and terminal devices
- motorized dampers, including face-and-bypass
- motorized control valves and steam stations
- pressure reducing valves
- pumps
- humidifiers
- condensate traps
- transformers
- emergency generators

#### **Interrelated Systems**

- building management control systems
- variable frequency drives and starters
- acid neutralization systems
- fire alarm and detection systems
- fire sprinkler systems
- security systems
- automated electrical switching systems
- lighting controls
- elevator operation, including DLIS testing
- elevator smoke doors

## **26 10 00 Electrical Service and Distribution**

### **General Guidelines**

All exterior buried conduit and ductbank enclosing circuits of 208V or greater, primary and secondary, shall be encased in concrete. Buried ductbank enclosing 13,200V circuits shall be encased in red concrete.

All circuits, including feeders and branch circuits, must include a separate ground wire.

Convenience outlets for laptops and personal device charging should be located liberally within all public spaces at reasonable locations.

Any components in mechanical and electrical rooms that require routine service and/or maintenance must be installed below 7-feet in height. The installation of any component above 7-feet requires prior review and approval from the UI PM and/or the UI Electrical Shop Supervisor.

Provide convenience outlets for custodial use at a maximum spacing of 50-feet in all corridors and hallways.

Provide a minimum of one (1) GFCI outlet in every restroom. The outlet shall be located high enough off the floor to avoid water.

Provide an electrical outlet at every stair landing.

All outlets shall be labeled with the circuit number and panel at the faceplate.

The UI utilizes pneumatic operators for all ADA automatic push button door operators. Provide a 120V circuit for a mini-compressor at each location. The compressor shall be located above a suspended ceiling or other easily accessible location within 25-feet of the door operator. The DP shall consider routing of concealed pneumatic tubing between the compressor and the door operator as part of the design. Refer to Access Control Systems in "Division 28 – Electronic Safety and Security" for additional information.

The Idaho General Safety and Health Standards may require additional ground fault protected (GFCI) outlets beyond those required by the IBC or NEC. GFCI outlets must be utilized in all exterior applications (exterior walls, roof, vaults, generator enclosures, etc). GFCI outlets must be utilized near any piece of equipment that contains, generates or dispenses water or steam (drinking fountains, safety showers and eyewashes, autoclaves, etc). Every outlet in all laboratory rooms must be a GFCI outlet.

### **Basic Materials and Methods**

Base all material specs on Square D.

### **Conduits & Raceway**

Except for light whips, the minimum conduit size shall be 3/4". 1/2" conduit may be acceptable in special circumstances, but this use will not be allowed with prior approval from the UI PM and UI Electrical Shop.

The use of MC cable is not allowed except at light whips.

The use of surface mount conduit or raceway is not allowed except in service spaces and other areas where required. Conduit shall be run inside walls in all new construction and remodels whenever possible.

Surface mount raceway may be used in exposed spaces at the direction of the UI PM. Surface raceway in public spaces shall be quality, extruded aluminum style systems with accessory matching joints, couplers, and endcaps.

### **Panelboards**

Panelboards must have 33% spare capacity.

**Motors and Motor Controllers**

The power supply to all motors must be capable of being locked-out.

All non-fractional equipment motors shall be 480V, 3-phase.

Variable Frequency Drives (VFD) shall be installed on all motors five (5) horsepower and above. VFD's may be installed on selected smaller motors for specific purposes at the direction of the project design engineer. All motors controlled by a VFD shall be rated for use with a VFD, and must meet the requirements of NEMA MG-1 Part 31.40.4.2.

VFD's shall be ABB only.

**26 12 00 Transformers****Pad Mounted Transformers**

Building service should consist of two (2) transformers: one (1) 480/277V and one (1) 208/120V

Transformers shall be compatible with a loop feed system; "Y" configuration.

All transformers must have a 4-wire system including a grounding loop.

All transformers must have either parking bushings or feed-through bushings for the load break ells.

**Transformer Pads**

Concrete pads for transformers shall be steel reinforced and shall be constructed as recommended by the equipment manufacturer.

The tops of concrete pads shall be plumb and level with a maximum 1/4" per foot slope in all four directions to facilitate surface drainage. The concrete pad should project a maximum of 4" above finished grade. Edges of pads shall be chamfered. Provide one-foot of fine gravel sub-base below the pad.

A vault for primary, secondary, and grounding conductors shall be provided beneath the high and low voltage cable termination compartment to allow horizontal conduit entry and to permit greater freedom in handling cables. Secure the transformer to the concrete pad as recommended by the manufacturer.

**Grounding**

The transformer station grounding shall be accomplished by installation of a #4/0 AWG bare copper grounding grid as follows:

- Drive one 5/8" x 8'-0" copper clad steel ground rod such that when the installation is complete this ground rod extends 3" above the vault floor under the high voltage compartment.
- Drive one 5/8" x 8'-0" copper clad steel ground rod similar to the above except under the low voltage compartment.
- Drive one 5/8" x 8'-0" copper clad steel ground rod at each of the four corners of the transformer pad, 6" outside the concrete pad edge to a depth such that the top of each ground rod is approximately 6" below finished grade.
- Provide a #4/0 AWG bare, stranded copper conductor connecting the corner ground rods together in a rectangular pattern approximately 6" outside the concrete pad edge. Provide another #4/0 AWG bare stranded ground conductor connecting this girdle to the ground rods under the high and low voltage cable terminating compartments. Connect the conductors to the ground rods using exothermically welded connections made at the elevation between

- natural earth and gravel sub-base.
- Provide a #4/0 AWG bare, stranded copper conductor to connect each of the two corners of the ground girdle that lie closest to the existing transformer pad to the existing ground grid. Connect the conductors to the existing ground rods using exothermically welded connections made at the elevation between natural earth and gravel sub-base.
- Maximum ground resistance of 10 ohms shall be provided by supplementing the grounding methods specified herein as required. Ground resistance shall be measured in normally dry conditions at least 48 hours after rainfall.

## **26 20 00      Packaged Generator Assemblies**

### **General**

Buildings should be supplied with an emergency standby generator in lieu of battery pack systems on life safety devices.

Generators will be sized to only support code-mandated egress and life safety devices as well as two receptacles in every telecommunications room as outlined in "Division 27 – Communications". Generator capacities will only be expanded in cases where special lab equipment, research functions or animal facilities are required to be supported by emergency power. This shall be clearly identified as part of the design scope. Verify with the UI PM.

Generators up to 150kW should operate on natural gas. Generators over 150kW will be diesel. All fuel tanks for diesel generators shall be double walled and have fuel fill / spill containment as required by local EPA regulations.

Generators shall be located in easily accessible areas with sufficient clearances for service access and testing. Generators should be located such that a service vehicle can park on hardscape within 10' – 15' of the generator. If a diesel generator is used, the accessible path must allow a fuel trailer to be parked or backed to within 15-feet of the generator.

### **Preferred Manufacturers:**

Caterpillar, Cummins or Kohler. Generac is not allowed.

## **26 51 00      Interior Lighting**

### **Extra Parts**

Furnish two (2) of each plastic lens type.  
Furnish two (2) of each driver type.

### **Electronic Ballasts**

Base the specifications on Motorola

Manufacturer must provide minimum 2-year warranty.

### **Special Applications**

Special application rooms and research laboratories are exempt from maximum code level lighting density requirements.



**Interior Lighting**

Lighting circuits shall be standard 277V.

LED Lighting is the UI standard. Provide fixtures from established lighting companies. Verify all lighting fixture selections with the UI PM and UI Electrical Shop.

Provide dimming functions wherever possible.

**Installation Considerations**

Light fixtures should not be located over toilet room fixtures or counters.

No lights should be installed over stair treads and risers. Lights should be located over landings and or wall mounted only.

Only acrylic light diffusers (if translucent) will be used. Avoid glass fixtures and lenses.

Covers should be easily removable without hitting walls, arches, etc.

**26 56 00 Exterior Lighting****Wall Packs**

Wall Packs affixed to the exterior wall are allowed only by specific permission from the UI Project Manager and Facilities Trades Director.

**Standard Pole Mounted Head Fixture**

Lithonia: KAD LED 30C 40K R3 MVOLT RPUMBAK

**UI Standard Aggregate Light Poles****Manufacturer and Finish**

NOV, **Ameron Centrecon Series** Poles. Exposed aggregate finish.

**Pedestrian Scale Poles:**

16'-0" (+/-) tall poles for use along pedestrian walkways and small, intimate plaza areas.

- S-Series Tapered Round Pole with Base Plate: **Model No. SBR05 - Height: 16'-5"**
- *(Note: S-series poles are more slender for pedestrian scale use.)*

**Street Scale Poles:**

25'-0" (+/-) tall poles for use along streets and drives. Sidewalks adjacent to streets may be equipped with the street scale fixture. Larger plaza areas may also be equipped with the street scale fixture.

- M-Series Tapered Round Pole with Base Plate: **Model No. MBR08 - Height: 26'-3"**

**Interior Parking Lot Scale Poles:**

30'-0" to 35'-0" (+/-) tall poles for use in the interior of the larger parking lots.

- M-Series Tapered Round Pole with Base Plate: **Model No. MBRX10 – Height: 32'-10"**

**Pole Bases**

Embedded (direct bury) poles shall not be used. Poles shall be anchor base, founded on cylindrical, reinforced concrete "flagpole" type footings. Pole footings shall be engineered to withstand horizontal

loading per appropriate codes.

Pole bases shall be a minimum of 24" in diameter.

Pole bases shall extend 2'-6" minimum above grade in parking areas and other areas where the pole is at risk of being struck by a vehicle.

Pole bases shall extend 6" minimum above finish grade along walks and in landscape areas where the risk of being struck by a vehicle is at a minimum.

### **Historic Fixtures**

Fixture: Metallic Arts Historical-Decorative Gothic with CREE; DPT Series LED Decorative Post Top Luminaire. (DPT A SB FR A 30K UL)

Pole: Hadco P-1740 - length to order 9'-8", cast aluminum with hand hole. Paint to match Metallic Arts finish.

## **26 55 00      Lighting Control Systems**

### **General System Requirements**

The lighting control system shall provide time-based, sensor-based (both occupancy and daylight), and manual lighting control.

The system shall be capable of turning lighting loads on/off as well as dimming lights (if lighting load is capable of being dimmed)

All system devices shall be networked together enabling digital communication. The system architecture shall be capable of enabling stand-alone groups (rooms) of devices to function in some default capacity even if network connectivity to the greater system is lost.

The system architecture shall facilitate remote operation via a computer connection.

The system shall have a web-based software management program that enables remote system control, status monitoring, and creation of lighting control profiles. Every device parameter (e.g. sensor time delay and photocell set-point) shall be available and configurable remotely from the software.

It is preferred that the control software have the future ability to integrate with the BAS and CAS via BACnet IP; and have the ability to enable logging of system performance data and presenting useful information in a web-based graphical format and downloadable to .CSV files.

The system shall not require any centrally hardwired switching equipment.

### **Approved Manufactures**

UI Campus Standard: **nLight** (Acuity Brands)

### **Control Devices**

Intelligent lighting control devices shall consist of one or more basic lighting control components; occupancy sensors, photocell sensors, relays, dimming outputs, manual switch stations, and manual dimming stations. Combining one or more of these components into a single device enclosure is encouraged to minimize overall device count of system.

Intelligent lighting control devices shall communicate digitally.

Occupancy sensors shall sense the presence of human activity within the desired space and fully control the on/off function of the lights. Sensors shall utilize passive infrared (PIR) technology, which detects occupant motion, to initially turn lights on. A second method of sensing is necessary to adequately detect maintained occupancy in rooms with obstructions. Provide "dual" technology sensors.

### **Control Zones**

Lighting control zones shall consist of one or more intelligent lighting control components, be capable of stand-alone operation, and be capable of being connected to a higher-level network backbone.

A lighting control zone shall be capable of automatically configuring itself for default operation without any start-up labor required.

Individual lighting zones must continue to provide a user defined default level of lighting control in the event of a system communication failure with the backbone network or the management software.

### **Access for Service**

Lighting control modules shall be grouped in a similar location within each space. The preferred location is above the door to each room.

Lighting control panels and master control modules shall be located in Electrical Rooms (first preference) or IT Closets (second preference).

Each lighting control device shall be labeled with the panel and circuit number it serves.

### **Demonstration and Training**

After the system has been completed, tested and operating properly, the manufacturer's representative shall demonstrate by actual usage, the proper operation of each system device and function in the presence of the Owner's Representative.

An authorized factory representative shall conduct two (2) hours minimum training for the Owner's personnel in the operation and maintenance of the lighting controls and applicable software. Training time shall be extended as necessary to satisfy the UI PM, UI CM and Commissioning Authority (when applicable) that all pertinent topics have been adequately covered. On-site training shall follow a written training plan that is prepared in advance.

A second, smaller training session will be held with identified Facilities personnel who will be responsible for servicing of the system. This session will focus on the web-based software management and the remote access, interface and programming capabilities of the system.

Training shall be conducted by technicians who are thoroughly familiar with the specific project, the equipment and its features. The training shall include instruction, field demonstration, and over-the-shoulder hands-on exercises as necessary.

### **Spare Parts**

Powerpacks:	3% of total installed, minimum of 5 spares of each type
Occupancy sensors:	3% of total installed, minimum of 5 spares of each type
Photosensors:	3% of total installed, minimum of 5 spares of each type
Low Voltage Switches:	3% of total installed, minimum of 5 spares of each type

UL 924 Devices: 1% of total installed, minimum of 2 spares of each type

ROUGH DRAFT 19 MAY 2020

## DIVISION 27 – COMMUNICATIONS

### **27 10 00      Structured Cabling**

#### **Information Technology Services Network Team (ITS NT)**

The Information Technology Services Network Team (ITS NT) is responsible for the University of Idaho's information technology infrastructure, including data networking, server hosting, classroom technology and the deployment of software to computers. The unit provides system design, system management and operational support for a wide variety of technology-based systems. ITS NT relies heavily on processes and standards to maintain an infrastructure environment that is efficient and cost-effective while also striving to maintain the security of the university's sensitive data.

#### **Structured Cabling and Network Systems**

All structured cabling and network systems on campus, including those in new construction and remodel work, are furnished and installed by the Owner (UI) through ITS NT. Structured cabling systems will either be installed by qualified in-house staff through the Facilities Electrical Shop or by the certified third-party installer that is contracted directly through Information Technology Services.

ITS NT partners with a third-party contractor for all larger structured cabling installations on the UI campus. Third-party contractors are selected through a Qualifications/RPF process and work on multi-year agreements with ITS.

ITS will charge individual design and construction projects for any network design services, equipment procurement and installation costs. Costs incurred from the third-party cabling contractor will be passed through ITS to the project. The UI PM must include structured cabling design and installation costs as line items in the overall project budget.

#### **UI Structured Cabling Standards (UI SCS)**

The ITS NT developed and maintains the "University of Idaho Structured Cabling Standard" (UI SCS). This document outlines all standards and requirements related to the design and installation of structured cabling systems on campus. The UI SCS also outlines requirements for the building construction and infrastructure that is required to support structured cabling and network systems. All Design Professionals (DP) and contractors working on UI projects are expected to familiarize themselves with this document.

The current edition of the UI SCS can be supplied by the UI PM or can found at the following location:

<https://www.uidaho.edu/-/media/UIDaho-Responsive/Files/its/standards/data-security/network-connectivity/u-of-i-structured-cabling-standards.pdf>

#### **Delineation of Scope**

##### **Owner Furnished Items**

In general, the following Structured Cabling components will be provided and installed though ITS NT and/or the third-party contractor:

- fiber-optic cabling and innerduct (where required)
- Cat 6 and Cat 6A cabling
- coaxial cabling
- copper cabling and/or coordination of copper cabling installation from phone utility
- termination, testing, and certification of all cabling systems

- finish faceplates and terminal ports
- wireless Access Point (WAP) devices
- switching and networking equipment
- uninterrupted power supplies (UPS)
- saddlebags or j-jooks for cabling distribution
- rack hardware and cable management components
- cable tray inside the Telecommunication Rooms

Note No. 1 – Specialized cabling required for A/V systems (balanced audio, speaker wiring, HDMI, etc.) will be part of a separate A/V package. Refer to “21 40 00 – Audio Video Systems” below.

Note No. 2 – Installation of cable tray systems outside of Telecommunications Rooms may be transferred to the General Contractor scope in cases where it makes sense to integrate cable tray scheduling and installation with other utilities and finishes during construction. Verify with UI PM and ITS NT.

#### Design Professional / General Contractor Items

In general, the following infrastructure items will be included in the Design Professional's documents and specifications for inclusion in the General Contractor's scope of work:

- ductbank, conduit, pull boxes, or pathway as required to distribute structured cabling systems
  - cable tray outside of Telecommunication Rooms
  - j-boxes and mud rings (as applicable) for face plates, cameras and wireless access points
  - poke-thru floor boxes with power where specified
  - grounding systems as outlined in the UI SCS.
  - Telecommunications Rooms (access, finishes, cooling, electrical, lighting, security, etc)
- (Note: Cable tray and equipment racks to be installed in TR's by Owner as outlined above.)

#### ITS NT Integration with Design and Construction Projects

All projects that require any amount of design for structured cabling systems should involve ITS NT.

Small projects that have no design requirement for structured cabling systems may be coordinated through the Facilities Electrical Shop. This applies to projects that relocate, add, or remove a limited number of IT faceplates with no changes to the network system. The Electrical Shop shall notify and coordinate work with ITS NT.

#### Planning Phase:

The UI PM will coordinate with ITS NT for a preliminary review of project requirements. This will identify if there are any non-standard design issues to be considered and establish a working outline for ITS NT's involvement in the project.

#### Design Phase:

ITS NT will, at a minimum, be required to review the 50% design documents. Additional involvement in the design phase will be coordinated at appropriate steps as required for the project scope.

Larger or more complex projects may require ITS NT to hire a third-party cabling consultant to review the design. If that is required, ITS NT will provide a cost estimate to the UI PM for review and approval.

ITS NT design phase review will coordinate basic requirements for:

- Data cabling locations
- Pathway to data locations
- Fiber backbone requirements
- Data closet quantity, size and location
- Wireless design and transmitter placement (WAPs)

The UI PM and DP shall also coordinate with the following departments for related requirements:

- ITS Classroom Technology (A/V systems)
- Campus Security Office (security cameras)
- Telephone Service (for fire alarm system and elevator emergency lines)
- ITS NT will be included on all communications with ITS CT, CSO and ITS TS teams

ITS NT will provide a design-level estimate for data cabling and network systems to the UI PM.

#### Construction Document Phase

The UI PM and the DP shall coordinate with ITS NT for a detailed review of the electrical and/or telecom drawings and specifications. ITS NT will check the documents against the detailed requirements outlined in the UI Structured Cabling Standards, to include:

- Data cabling locations (wall, floor, ceiling)
- Pathway for fiber backbone (size and location)
- Pathway to data locations (checking it exists and is large enough)
- Data closet size, location, rack layout, HVAC, electrical, lighting and security
- Wireless design and transmitter placement (WAPs)
- Door access control requirements
- HVAC, DDC controls and metering support requirements

ITS NT will provide a detailed budgetary quote for data cabling installation & equipment to the UI PM. The quote will contain two parts:

1. Cabling installation from the third-party contractor (copper, data, fiber, racks, cable tray, etc.)
2. Networking Hardware (networking hardware, network switches, WAPs, UPS, etc.)

#### Construction Phase:

ITS NT will schedule the cabling installer based on the timeline and construction schedule provided by the UI PM and general contractor. Scheduling for cabling installation requires a minimum of two weeks advance notice.

ITS NT and the third-party structured cabling contractor will review all conduit, pathway, and boxes in the field prior to covering.

Once drywall and painting are complete, but before suspended ceiling systems are installed, ITS NT and/or the third-party structured cabling contractor will install equipment racks, cable tray and pull / terminate cabling.

ITS NT will install wired & wireless data networking equipment in the Telecommunications Rooms as soon as:

- Wall backboards are installed and painting is complete
- Flooring is installed or anti-static sealers are applied
- HVAC, electrical and grounding is operational
- Doors and locks are installed

### **Planning and Design Requirements**

The following provides a basic, abbreviated outline of the structured cabling requirements impacting the design of new construction, remodel and renovation projects. Design Professionals must review the University of Idaho Structured Cabling Standards (UI SCS) for detailed requirements.

#### Horizontal Cabling:

The Horizontal Structured Cabling System shall consist of Category 6 and Category 6 Augmented cables placed from the Telecommunications Room (TR) to distributed outlets as shown on drawings. The horizontal cable run from the TR to the Work Area Outlet (WAO) must not exceed 295 feet and contain no splices.



A 40% maximum fill-ratio must be maintained where cables enter a conduit (sleeve, stub-up, conduit run, etc.). 1" conduit is the minimum required size for structured cabling.

#### Wireless Network Infrastructure:

ITS NT does the wireless design for all spaces. For most locations, WAPs will be deployed on standard WAOs at the same height as a typical electrical outlet. In rooms with occupancy greater than 30 people, WAPs should be specified as ceiling mount with a WAO installed above the ceiling.

#### Devices:

WAPs:	one (1) WAO with two (2) cat-6 cables per location
Cameras:	one (1) WAO with one (1) cat-6 cable per location
Projectors:	one (1) WAO with two (2) cat-6 cables per location
Digital Displays:	one (1) WAO with two (2) cat-6 cables per location

#### Rooms:

Offices:	two (2) WAO with three (3) cat-6 cables each
Conference Rooms:	two (2) WAO with three (3) cat-6 cables each; add WAO's for devices as required
Classrooms:	two (2) WAO with three (3) cat-6 cables each; add WAO's for devices as required

#### Rack Hardware:

Rack Hardware must be utilized in the Telecommunications Room (TR) on each floor to house terminated Category 6 patch panels, fiber termination hardware, and network switch equipment. Each TR contains, typically, three (3) racks with vertical and horizontal wire management. All rack hardware must be black in color and secured to the floor with appropriate hardware and overhead by cable tray. All racks will be 7 feet in height and 19 inches wide with 3-inch channels.

All rack hardware must be grounded to an approved building ground as described in TIA-942.

#### Cable Tray

Main corridors shall utilize wire basket-type cable tray, minimum 18" wide and 6" deep. Any change in direction or elevation of tray must have factory-recommended hardware. If cable tray is visible, or below ceilings, verify style and placement with architectural design.

Telecommunications Rooms shall have 18" wide, ladder type cable tray. Provide a pathway into the room from corridor cable tray to rack mounted hardware. Cable tray will be mounted to walls and racks as necessary. Tray must be mounted above racks and doors. Cable trays must also act as a vertical brace for racks.

All cable trays must be grounded to an approved building ground as described in TIA-942.

#### Floor / Poke-Thru Boxes (Division 26)

Floor box/poke-thru devices must be provided under table locations within conference rooms and other locations as required. These devices must include box/poke-thru and frames to allow an outlet to be placed into them. Coordinate with ITS NT to ensure plate will accept UI-selected manufacturer's connectors.

#### Grounding (Division 26)

Contractor must provide a ground bar at each termination location (Telecommunications Rooms). Contractor shall provide a #6 AWG stranded copper wire cable between ground bars located at each TR and to the building main service ground point. This ground conductor must be utilized for grounding termination equipment, equipment rack and cable tray.

#### Work Area Outlets (WAO)

All work area outlets must be mounted in extra deep, double gang electrical boxes. Unless specified otherwise, mount WAO outlets at same height as a typical electrical receptacle.

Where work area outlets are installed above ceilings, mount within 8" of ceiling tile.

#### New Construction (Division 26)

Coax cable outlets must be double-gang outlet boxes with 1" conduit to the nearest cable tray or saddle bag system used to carry other low voltage cable that is not Category 6 data or telephone cable.

Conduit must have a pull-box after every cumulative 180-degree changes in direction. Pull-boxes must be in readily accessible locations.

No LB type fittings of any size are to be used for communication conduit

Exposed or surface-mount conduit is not allowed in new construction or remodels unless otherwise approved by the UI PM.

No PVC conduit or PVC sleeves are to be used for communications cabling.

Minimum radii for bends shall be 9 ½" for ¾" conduit, 10 ½" for 1" conduit, and the equivalent of long radius bends for larger sizes.

A nylon pull string must be run in every communication conduit prior to cable installation.

#### Telecommunications Rooms

Telecommunication rooms (TR) shall house racks, voice termination fields and required cable routing hardware. Racks must be placed in a manner that must allow a minimum of 3' of clearance from the front and rear mounting surfaces. If the rack is to have electronic equipment in it, then the 3' measurement must be between the back end of the electronic device and the wall. If one mounting rail of the rack is placed against a wall, the mounting rail must be no closer than 6" to the wall to allow room for vertical management. Where there is more than one rack, the racks must be ganged with vertical management hardware to provide inter-bay management. Ganged rack frames must be placed in a manner that must allow a minimum of 3' of clearance from the front and rear mounting surfaces and on one side of the ganged assembly.

The number of Telecommunication Rooms will depend on the number of end user locations and the distance from any given location to the TR. The maximum distance between the faceplate and the TR termination is 295 feet. Generally, a TR should be provided on each floor. TRs should be stacked floor to floor if possible.

A minimum of two 4" sleeves from the communications room to the horizontal infrastructure must be installed (more as required by NEC fill requirements).

Floor Size: Minimum recommended communications room size is 8' x 10'.

Floor Surface: Non-static resilient tile flooring or two (2) coats non-static concrete floor sealer.

Ceiling Height: No ceiling is to be installed in the TR. Minimum height of 8' 6".

Door Size: 3' wide and 7' tall – swing out of room if possible.

Wall Lining (backboard): AC-grade 3/4" x 4' x 8' sheets plywood, with no voids, covering all walls.

Lighting: LED light fixtures; minimum 500 lux measured at 3' above finished floor.

Power: a minimum of two (2) 20-amp, 110-volt circuits with isolated grounds shall be installed above each equipment rack, one for each rail (due to probability of no ceiling, the outlet box will need to be affixed with uni-strut - coordinate with electrical contractor). Each circuit will be on a dedicated circuit, isolated, non-switched, 4-way.

Emergency Power: If the building has an emergency generator, two (2) 20-amp, 110-volt circuits with 3-prong standards outlets shall be provided on the emergency service in each TR.

Grounding and Bonding: Install a contiguous, intra-building grounding and bonding system in compliance with TIA/EIA-607 using a minimum conductor size of 6-AWG to be located on the plywood backboard with a grounding bus bar in each TR as directed.

HVAC: Air conditioning must be provided to each TR. Maintain constant temperature of 64 - 75 F with minimum of one air change per hour. Networking/Telecommunications equipment heat dissipation is estimated at 3000 Watts per hour.  $3.7 \times 3000 = 11,100$  BTU per hour.

Fire Protection: As required by applicable codes. Both vertical and horizontal penetrations are to be fire stopped.

Equipment racks must be securely attached to the concrete floor and grounded to the grounding bus bar.

#### Fiber Optic Riser Cables

Riser cables are intra-building cables running between telecom rooms. These cables are run inside innerduct that is attached to a cable tray, J hook system or inside a separate 1" conduit connecting telecom rooms.

The facility must be equipped with a Telecommunications Bonding Backbone (TBB). This backbone must be used to ground all telecommunications cable shields, equipment, racks, cabinets, raceways, and other associated hardware that has the potential for acting as a current carrying conductor. The TBB must be installed independent of the buildings electrical and building ground and must be designed in accordance with the recommendations contained in the ANSI/TIA/EIA-607-A Telecommunications Bonding and Grounding Standard.

The ground bar must be no less than 3"x12" in size. Grounding conductors entering IDF's or MDF's must be no less than 4-AWG and labeled "TMGB - Do not disconnect".

## **27 41 00 Audio-Video Systems**

### **ITS Classroom Technology Services**

The University of Idaho Classroom Technology Services (UI CTS) department is committed to helping plan and implement appropriate media service strategies and to ensure that adequate equipment, facilities and operations are available to support teaching and learning for the University of Idaho. UI CTS identifies and implements strategies and instructional technology systems that enable modern classroom instruction.

Classroom Technology Services assists with:

- Design and installation of classroom technology.
- Video conferencing infrastructure.

### **Audio / Video Systems Design and Procurement**

A/V equipment, when applicable, will be selected on a project-by-project basis.

In most cases, the design, selection and installation of A/V equipment will be coordinated through the UI Classroom Technology Services (UI CTS) group. This is often completed as a separate, owner-furnished package at the end of each project. The equipment purchase and installation will either be handled directly by the ITS Classroom Technology Services group, or by a third-party integrator of their choosing.

On larger projects, or projects where specialty A/V systems are required, an A/V consultant may be included as part of the Design Professional's team.

Under any of the scenarios above, the DP shall be expected to work through the UI PM and UI CTS to make sure that any required infrastructure to support A/V equipment is coordinated and included in the construction documents and specifications.

### **Delineation of Scope**

#### **Owner Furnished Items**

In general, the following A/V system components will be provided and installed through UI CTS and/or the third-party integrator:

- LCD displays and/or projection units and associated mounting hardware
- computers, codecs, touchscreens, network modules and programming
- A/V electronics, cameras and speaker systems
- data and A/V cabling - PoE Ports are provided by ITS NT
- termination, testing, and certification of all cabling systems
- finish faceplates and terminal ports
- rack hardware and cable management components
- A/V furniture
- all use of unlicensed wireless systems must be coordinated with ITS NT

**Note No. 1** – Category 6 and/or fiber optic cabling in support of A/V systems will be furnished by ITS NT as outlined in “27 10 00 Structured Cabling” above.

**Note No. 2** – Installation of projection screens may be transferred to the General Contractor scope in cases where it makes sense to integrate screen installation with wall and ceiling systems. Verify with UI PM and UI CTS.

#### **Design Professional / General Contractor Items**

In general, the following infrastructure items will be included in the Design Professional's documents and specifications for inclusion in the General Contractor's scope of work:

- Conduit, pull boxes, or pathway as required to distribute A/V systems cabling
- J-boxes and mud rings (as applicable) for face plates, cameras, displays, etc...
- Poke-thru floor boxes with power where specified
- Grounding systems as required
- Backing and blocking in walls or ceilings as required for equipment mounting
- Roller shades for daylighting control at windows in classrooms or conference rooms (Division 12)

### **Integration with Design and Construction Projects**

All projects that require any level of A/V systems, including those not strictly included in classrooms or conference rooms, should include ITS Classroom Technology Services (UI CTS). UI CTS will ensure that any selected systems conform to UI equipment standards and networking requirements.

#### **Planning Phase:**

The UI PM will coordinate with UI CTS for a preliminary review of project requirements. This will identify if A/V systems are required and/or if the project will have any special conditions. This will also

establish a working outline for UI CTS's involvement in the project and identify which of the following conditions may apply:

- No A/V systems will be required.
- UI CTS will design, procure and install A/V systems (pending available staff resources).
- The UI PM and UI CTS will contract with an approved third-party integrator for design and installation.
- An A/V consultant will need to be included in the Design Professional's team.

#### Design Phase:

UI CTS will, at a minimum, be required to review the 50% design documents. Additional involvement in the design phase will be coordinated at appropriate steps as required for the project scope.

UI CTS design phase review will coordinate basic requirements for:

- if / where video conferencing is required
- if / where distance learning and instruction is required
- quantity and location of displays, screens, and/or projection units
- quantity and location of teaching and/or presentation stations
- quantity and location of cameras and other related equipment
- identify where sound reinforcement may be required

#### Construction Document Phase

The DP shall coordinate with UI CTS (and the third-party integrator when applicable) for a detailed review of the drawings and specifications to verify that necessary infrastructure is in place to support required A/V systems. Infrastructure will include:

- power for equipment, projection units, LCD displays, powered screens, etc. (Division 26)
- floor / poke thru boxes (where required) are accounted for and located correctly (Division 26)
- lighting controls integration where required (Division 26)
- conduit / pathway / j-boxes for data / network support (Division 26 and Division 27)
- conduit / pathway / j-boxes for specialty A/V cabling is located and sized correctly (Division 26)
- backing or blocking is provided for equipment mounting where required (Division 9)
- appropriate daylighting control (roller shades) is provided (Division 12)

The UI PM, UI CTS and the DP will coordinate with the ITS Network Team for any required networking, wireless access points and structured cabling in support of A/V systems.

#### Construction Phase:

UI CTS and/or the third-party integrator will review all conduit, pathway, boxes and wall blocking in the field prior to covering.

A/V systems equipment and cabling will typically not be installed until painting is complete, floor / wall finishes are installed, and HVAC / Electrical systems are operational. UI CTS may request that suspended ceiling tiles not be installed until after any ceiling mounted A/V equipment and above-ceiling cabling installation is complete.

### **Planning and Design Considerations**

The following provides a basic outline of typical A/V system installations on campus. Design Professionals will review all requirements with the UI PM and UI CTS.

#### Large Classrooms and/or Lecture Halls

- Lecturn with computer, blu-ray, document camera, touch screen control panel, wireless microphone.
- Cameras and distributed microphones as required for conferencing or distance learning.
- Distributed sound reinforcement / audio (speakers) on walls or in ceiling.
- Dual projection screens and ceiling projectors or dual large format LCD displays.
- Lighting control integration (where required).

- Assistive listening devices.
- Speech recording capability.
- Ceiling mounted WAP's. (Refer to "27 10 00 Structured Cabling" section above)

#### Typical Classroom

- Lecturn with computer, blu-ray, document camera, touch screen control panel, wireless microphone.
- Projection screen and ceiling projector or large format LCD displays.
- Speakers / audio on teaching wall.
- Speech recording capability.

#### Large Conference Rooms or Video Conferencing Rooms

- Computer in credenza or other furniture / mounting location.
- Touch screen control panel at table.
- Large format LCD displays at each end of room.
- Cameras and distributed microphones as required for video conferencing.
- Ceiling mounted document camera.
- Speakers / audio on walls or in ceiling.
- Conference phone.
- Power and A/V connections distributed to the conference table via floor boxes.

#### Small Conference or Team Rooms

- LCD display on one wall.
- Multi-connection / adaptor dongle for laptop connection to wall display.
- Conference phone.

#### Projection Screens

It is common that the UI Classroom Technology group will request that projection screens, if required, be included in the DP's specifications and provided as part of the general building construction contract. (Note: projection screens are generally being phased out in favor of LCD displays.)

Screens shall be wall mounted or recessed in ceilings as applicable for individual room layouts. (Coordinate with Division 9) Projection screens shall be electric, motorized units with hard-wired controls located convenient to the teaching or presentation station. (Coordinate with Division 26)

All projection screens shall be tab-tensioned or cable-tensioned. Acceptable manufactures:

- Draper
- Da-Lite



## DIVISION 28 – ELECTRONIC SAFETY and SECURITY

### **28 10 00 Access Control**

#### **Facilities Access Control Department (FACD)**

The Facilities Access Control Department (FACD), commonly known as the “Lock Shop”, is responsible for installation of access control systems on campus. The management, security and operational protocols are coordinated between the following departments:

- Facilities Access Control Department (FACD)
- Facilities Administration
- Environmental Health and Safety
- Campus Security Office (interface with Moscow Fire and Police Departments)
- Information Technology Services (ITS)
- Vandal Card Office

#### **Access Control Software (CBORD)**

CBORD integrates with the campus-wide Vandal Card system and provides emergency lockdown capability, control of door access and the assignment of privileges. The system supports the ability to track and configure door access 24/7, integrate with surveillance systems, and allow staff to remotely manage access assignments via mobile devices and the internet.

CBORD access control systems will be furnished and installed by the UI FACD on all projects.

#### **Coordination with Design Documents**

The Design Professional (DP) shall coordinate with the UI PM and the UI FACD in the development of drawings and specifications which detail the necessary components required to integrate with the owner provided control systems. The bid documents shall clearly outline door hardware and infrastructure to be provided as part of the construction contract versus scope that will be Owner Furnished and Owner Installed.

- Door hardware requirements to be coordinated with Division 8.
- Conduit, pathway, j-boxes, and power to be coordinated with Division 26.
- Bollards or pedestals (where required) to be coordinated with Division 5, Division 10 or Division 26.

#### **Access Control Locations**

##### **Exterior**

Access control systems (card readers) are generally required at all building entrances. (Exit-only doors may be exempted.) In addition to card-swipe operation, the doors may be programmed to lock/unlock at specified hours. The UI generally requires ADA push button / auto operator systems at main building entrances. Access control functions will be required to interface with ADA operators where required.

Where individual building entrances feature multiple doors, or multiple sets of doors, only one door leaf at each entrance is required to function via the card reader and/or ADA push button.

The Campus Security Office may require that all sets of exterior doors on certain buildings have the ability to be locked down remotely and/or lock/unlock according to programmed hours. The Design Professional shall verify this requirement with the UI PM and UI FACD during the design phase.



Exterior doors generally consist of hard-wired systems and the “request to exit” feature shall be integral to the door hardware crash bar.

#### Interior

Interior door access control systems (card readers) will generally be located as needed for the specific design of any project. This may include departmental office suites, laboratories, specialized classrooms, training rooms, etc. The DP shall work with the UI PM and the UI Stakeholder Group to identify all required locations during the design phase.

In general, a card-swipe access should be provided at all ITS Telecommunications Rooms in the building unless otherwise authorized by the UI PM.

In general, a card swipe access should be provided at all Lactation / Mother's Rooms.

Interior doors are generally configured as wireless systems and the request to exit feature shall be programmable.

#### ITS Network Team Integration

- All data cabling must be coordinated with ITS NT.
- PoE ports are provided by ITS NT.
- All use of unlicensed wireless must be coordinated with ITS NT.
- Refer to Division 27 - Communications, “27 10 00 Structured Cabling” for additional information.

#### Exterior Door System Requirements

(Verify all requirements with the UI FACD)  
(Refer to “Division 8 – Openings” for hardware.)

#### CBORD Controllers

The CBORD controllers, connectors, and RS485 devices are typically located in a Telecommunication Room(s). The controllers will be connected to the campus network system by the Owner. Conduits / pathway should be provided from any ITS Communication Room containing CBORD control equipment to the ADA push buttons, card reader, electric strikes / push bar and pneumatic operators at any exterior (or interior) door locations that require a hard-wired interface. Note: Each device at the door location (card reader, push buttons, pneumatic control box, strikes, etc...) must home run to the Telecommunication Room. Individual device wiring may share the same pathways where applicable, but conduit fill capacities / sizing must be verified with Owner. Verify controller locations with the FACD.

- |                                      |   |
|--------------------------------------|---|
| - CBORD controllers:                 | Owner Furnished and Installed               |
| - CBORD network connection:          | Owner Furnished and Installed               |
| - conduit / pathway to door devices: | include in Division 26                      |
| - interconnect wiring:               | Owner Furnished and Installed               |
| - networking connection:             | Owner Furnished and Installed (Division 27) |

#### Power Supplies

An Altronix AL1012ULXPD16 12V DC Power Supply is required to be mounted next to the CBORD control equipment in the Telecommunications Room. This will power the CBORD equipment as well as any electric door strikes or other electric locks for hard wired applications.

An additional Von Duprin PS902 24V DC Power Supply is required to power Von Duprin QEL exit devices where applicable. (QEL exit devices are not compatible with Altronix AL1012 power supply.) The VD PS 902 shall also be installed in the telecommunication room with the CBORD control equipment.

Provide a 120V electrical receptacle in the Telecom Room convenient to CBORD control equipment and power supplies.

- Altronix AL1012ULXPD16 12V DC: include in Division 8
- Von Duprin PS902 24V DC: include in Division 8 (where required)
- 120V electrical connection: include in Division 26
- conduit / pathway: include in Division 26
- interconnect wiring: Owner Furnished and Installed

#### Access Card Reader

Card readers will be located on the exterior of the building close to the identified active door. A steel bollard or pedestal may be required where wall mounting is not feasible. The card reader will typically mount to a standard two-gang box (verify). Boxes shall be recessed in walls or bollards – avoid surface mount conduit. Card readers may be mounted on the same pedestal as the ADA push plate. Mount card readers at ADA compliant heights. Provide conduit and pathway between the card reader to the Telecommunications Room containing the CBORD control equipment and power supplies.

- Card Reader device: Owner Furnished and Installed
- recessed mounting box: include in Division 26
- conduit / pathway: include in Division 26
- interconnect wiring: Owner Furnished and Installed

#### ADA Push Plates

ADA push plates (LCN 8310-Series or equal) will be located on the exterior of the building close to the active door, inside the vestibule (where applicable) and inside the building near the active door(s). Mounting on steel bollards or posts may be required in situations where wall mounting is not feasible. Push plates will require compatible recessed mounting boxes. Mounting boxes shall be recessed in walls or bollards – avoid surface mount conduit. Exterior push plates may be mounted on the same pedestal as the card reader. All mounting locations and heights shall comply with accessible requirements (ADAAG/ANSI A117.1). Provide conduit and pathway between the ADA push plate(s) and the Telecom Room containing the CBORD control equipment.

- ADA push plates: include in Division 8
- recessed mounting box: include in Division 8 or Division 26
- conduit / pathway: include in Division 26
- interconnect wiring: Owner Furnished and Installed

#### Pneumatic Auto Door Operators

Use pneumatic door operators (LCN 4822 Auto Equalizer). Provide an LCN ES7982 Control Box with Air Pump (compatible with LCN 4822) adjacent to each door with an auto operator. Provide a 120V circuit to power the control box / mini compressor at each location. The control box shall be located above a suspended ceiling or other accessible location within 25-feet of the door operator. Compressors shall not be located above offices or conference rooms. Pneumatic tubing must be installed between the compressor and the operator. Pneumatic tubing shall be hidden in walls, ceilings and/or frame closures. (Coordinate during construction.) Provide conduit / pathway between control box, ADA push buttons and Telecom Room containing CBORD control equipment.

- automatic door operator: include in Division 8
- control box / mini air compressor: include in Division 8
- pneumatic tubing: include in Division 8
- 120V electrical connection: include in Division 26
- conduit / pathway: include in Division 26
- access panels (if required): include in Division 8
- interconnect wiring: Owner Furnished and Installed

#### Electric Panic Bar (where applicable)

An electric panic bar (Von Duprin QEL-99-NL-24VDC) is required where the active leaf is part of a pair of doors with a removable mullion. A power transfer compatible hinge (Ives 112HD-EPT) and a power transfer (Ives EPT CON) are required to route 24VDC from the power supply through the door jamb to the electric panic bar. Provide manufacturer's compatible connecting harnesses (Schlage CON or equal) of required lengths inside the door. A pathway is required from the door jamb to Telecommunications Room containing the CBORD control equipment.

- |                                   |                               |
|-----------------------------------|-------------------------------|
| - electric panic bar:             | include in Division 8         |
| - hinges and power transfer:      | include in Division 8         |
| - door internal wiring harnesses: | include in Division 8         |
| - conduit / pathway               | include in Division 26        |
| - interconnect wiring:            | Owner Furnished and Installed |

#### Electric Strike (where applicable)

An electric strike is required at regular door jambs or non-removable mullions. (Refer to Division 8 for various electric strike applications.) Conduit and/or pathway is required between the electric strike and the Telecommunications Room containing the CBORD control equipment.

- |                        |                               |
|------------------------|-------------------------------|
| - electric strike:     | include in Division 8         |
| - conduit / pathway:   | include in Division 26        |
| - interconnect wiring: | Owner Furnished and Installed |

#### Door Position Switches

Door position switches allow the access control system to monitor for doors that are not fully latched and/or propped open. Coordinate use and application with the FACD. Where required, prep doors and frames as necessary. Provide pathway between all door position switches and Telecommunications Room containing the CBORD control equipment.

- |                        |                               |
|------------------------|-------------------------------|
| - position switches:   | include in Division 8         |
| - conduit / pathway:   | include in Division 26        |
| - interconnect wiring: | Owner Furnished and Installed |

### **Interior Door System Requirements**

#### Wireless Lockset

Access control at interior doors utilizes a battery-powered network wireless lockset (Schlage AD-400 Series). Locksets are configured for card identification compatible with Vandal Card systems. The lockset communicates wirelessly with a local Panel Interface Module (Schlage PIM 400 Series). The PIM is wired back to the CBORD control panel. Specify door prep as necessary.

- |                                  |   |
|----------------------------------|---|
| - wireless lockset:              | Owner Furnished and Installed               |
| - panel interface module:        | Owner Furnished and Installed               |
| - interconnect wiring:           | Owner Furnished and Installed               |
| - door preparation:              | coordinate with Division 8                  |
| - network connection / PoE ports | Owner Furnished and Installed (Division 27) |

## **28 20 00 Video Surveillance**

Video surveillance cameras shall be installed in all new buildings and/or major remodels and additions as part of the UI Campus Safety and Security Program.

#### **Placement**

Cameras will be located to provide visual coverage at building entries (interior and exterior), corridors and stairwells. Other locations may be required as applicable to individual buildings.

The location of all cameras will be approved by the UI Security Office. The Design Professional and the UI PM shall schedule a coordination meeting with the UI Security Office to review the project site plan, floor plans and elevations to determine the quantity of cameras required, preferred positioning, and mounting options.

### **Coordination**

Camera devices will be furnished and installed by the Owner through UI Information Technology Services. Cameras operate on the Owner's low-voltage communications infrastructure and will be connected to the campus network and programmed for operation by UI ITS and the Campus Security Office.

Camera devices require a single Cat-6 cable at each location. The camera devices operate via power-over-ethernet (POE).

Conduit, j-boxes and other special mounting plates to support camera installation and cable distribution shall be documented and provided as part of the Division 26. Each camera should have a pathway back to one of the Communication Closets as per the UI's structured cabling standards. (Refer to "Division 27 – Communications".)

### **ITS Network Team Integration**

- All data cabling must be coordinated with ITS NT.
- PoE ports are provided by ITS NT.
- All use of unlicensed wireless must be coordinated with ITS NT
- Refer to Division 27 - Communications, "27 10 00 Structured Cabling" for additional information.

## **28 46 00 Fire Detection and Alarm (Silent Knight)**

### **General**

Any work involving the shut-down or possible accidental activation of any fire alarm must be coordinated in advance with Facilities Fire Alarm and UI/EHS.

The State of Idaho has adopted the IBC/IFC. Design should be based on that code and those portions of NFPA 72 which do not conflict. Reviewed and Approved by UI Fire Alarm Technicians.

### **System Requirements**

System shall be micro-processor driven and utilize either digital or analog communication between control unit and field wired devices. All control unit functions shall be field programmable through panel mounted keypad or through RS-232c or USB connection. Software required for setup, programming, reprogramming and trouble-shooting shall be provided to UI Facilities. Panel shall be capable of auxiliary functions for testing and maintenance. Functions available to program include "Drill"; ability to disable specific HVAC smoke detection devices for maintenance; and "Test Mode", whereby audible notification appliances are disabled for device testing. All system conditions, including input, shall be annunciated through LCD output device at control unit and remove LCD annunciator. Control Unit shall not be installed in any area where ambient temp could exceed 80o F, or where excessive humidity or dust might be present. Control unit shall incorporate an "Event Memory" and the ability to access and view each event in memory from the keypad.

Circuit zoning shall be provided to identify devices in alarm by building area. Zones shall be separated

and identified by floor, area, device type and/or fire area.

HVAC smoke detection circuits shall be wired to individual zones and annunciated separately.

Auxiliary function relays shall be programmable and be internal to control cabinet to control dampers, fan shutdown, etc.

#### Digital Devices – Hochiki Protocol

Detection device address shall be capable of field changes, either through individual device or through mounting base via switch or portable programmer.

Address alarm outputs at panel shall be English descriptor, designating location by area, device, room and/or room number. Device shall be labeled to University of Idaho Standards.

Device sensitivity shall be automatically and continuously monitored and/or adjusted by control unit and identified for maintenance when sensitivity varies from listed range.

Auxiliary function relays shall be fully programmable and internal to control cabinet for control of dampers, fans, etc.

Multiple detection devices incorporating more than one type of sensing head must be calibrated to provide a higher level of influence for one type of detection in the alarm decision algorithm. This percentage of influence must be identified per device.

#### **Annunciator**

Annunciator, whether digital or analog, shall be capable of full silence and reset functions via key switches, membrane keypad or toggle switches.

All system status, alarm and trouble conditions shall be annunciated through LCD English descriptor or LED indicators. Each such indicator must be clearly labeled indicating zone or device, condition and location.

Function or key switches must be enclosed or otherwise incapable of tampering.

#### **Communicator**

Communication of all system events to the UI proprietary central station shall contact ID.

Communication device may be internal or act as a secondary panel to main control unit.

Signals sent for alarm and trouble/open circuit, shall be designated by floor or building area. All system conditions and status shall be transmitted with no delays.

#### **Equipment / Devices**

(All system materials and installation to conform to NFPA 72, UFC 1007, NEC and ADA requirements.)

#### **Smoke Detection**

Smoke detection shall never be installed in the following locations:

- in laboratory fume hood exhaust.
- in maintenance or mechanical areas.
- in attics.
- on the exterior of buildings.

- in any location where temperature may be below 40°F or above 100°F, or where high humidity, dust, insects or airborne particulates might be present.

Smoke detectors will be photo-electric.

#### Manual Pull Stations

- Manual stations shall be dual-action type, requiring operator to make two (2) distinct and separate actions to initiate alarm.
- Devices to be non-coded.

Ensure that existing safety devices (e.g., exit signs, sprinkler heads, smoke detectors, etc.) are not blocked or rendered inoperable due to renovation.

Ensure that the coverage or function of existing safety systems (e.g., sprinkler systems, smoke and heat detection systems, etc.) are not changed due to renovation.

#### Fire Alarm System Equipment

Fire Alarm Control Panel (FACP) shall be manufactured by Silent Knight (proprietary). Series 6700, 6808, 6820, 6820EVS, SD or SK protocol. Fahrenheit panels will not be excepted as substitute.

Addressable FACP: Silent Knight #5820XL or 5808-IFP 1000 or IFP 2000 depending upon battery calculations and the required battery power.

Initiating and control devices shall be manufactured, or listed as compatible, by Silent Knight – Hochiki Protocol.

Notification appliances shall be manufactured by Gentex, or System Sensor.

Relays controlling AC power circuits including, but not limited to, fire dampers, elevator controls, door holders, HVAC equipment, shall be manufactured by Air Products Controls.

Auxiliary power supplies shall be manufactured by Silent Knight.

- Conventional: Silent Knight #5499.
- Intelligent: Silent Knight #5895XL.

Remote annunciators shall be manufactured by Silent Knight.

- Addressable systems shall use Silent Knight #5860 annunciator.

#### Central Station Reporting

The contractor shall provide and install a Silent Knight digital fire-alarm communicator, including any wiring necessary to interface with FACP.

Contractor shall provide capability for fire alarm panel to report an assortment of conditions, to be determined by University of Idaho fire systems technician(s). This shall be accomplished either through the built-in capability inherent to a Silent Knight fire alarm panel, or through the use of programmable relays installed in the fire alarm control panel. These conditions shall include, but not be limited to, the following:

- System Trouble
- Sprinkler Supervisory (if sprinklers are installed) signal.
- Sprinkler Water Flow (if sprinklers are installed) alarm.
- Separate alarm condition for *each and every* floor.

Contractor must be aware that, in certain circumstances, special areas, wings, equipment, etc., will require special reporting capability. Therefore, it is essential that the owner's requirements for these conditions be determined prior to the bidding process.



**Additional Fire Alarm System Requirements**

All conductors shall be minimum size #16 AWG solid copper.

All wiring shall be installed in conduit and shall be minimum 3/4" trade size.

All single insulated conductors installed on fire alarm systems shall conform to the following color code:

- Notification appliance circuits (NAC): Red (+) and Black (-).
- Class B Alarm initiating circuits (IDC): Orange (+) and White (-).
- 24 Volt DC power circuits: Yellow (+) and Blue (-).
- Control circuits: Brown and/or Pink
- Signaling Line Circuits (SLC): Orange (+) and White (-).

Multi-conductor cables approved for use in fire alarm systems shall be utilized for remote annunciator and intelligent power supply circuits and may be substituted for single conductors on individual SLC circuits. Cable shall be Type FPL only.

System annunciator shall be located at the "front" door, pre-determined Fire Department response location, and shall be readily visible in the entrance lobby or vestibule.

Zone elevator smoke detectors separately.

Stairway fire doors, corridor doors and other doors as determined (likely to be propped open) shall have electromagnetic hold-open devices. Utilize a dedicated circuit for the hold-open devices.

Occupied buildings undergoing renovation must be provided with a sufficient temporary alarm and detection system to guarantee safe egress from the structure. This installation shall be a component of the contract. The minimum requirements shall be a pull-station at each exit, and a number of alarm devices (ADA horn/strobes) to be code-compliant. Detection devices shall be used where special circumstances dictate. All installation and wiring may be exposed and suspended in a temporary manner. The UI Environmental Health and Safety Office is the governing authority for adequacy of the temporary measures.

Contractor will be required to complete the UI Fire Alarm system closeout procedure form NFPA Record of Completion.

Fire alarm system control panels shall be connected to the normal building 120/208V power system. Do not connect these panels to the emergency power system.

Stairway fire doors, corridor doors and other doors as determined - likely to be propped open - shall have electromagnetic hold-open devices. Utilize a dedicated circuit for the hold-open devices.

Elevator smoke detectors must be a separate zone.

**ITS Network Team Integration**

- All data cabling must be coordinated with ITS NT.
- PoE ports are provided by ITS NT.
- All use of unlicensed wireless must be coordinated with ITS NT
- Refer to Division 27 - Communications, "27 10 00 Structured Cabling" for additional information.



## DIVISION 31 – EARTHWORK

### Soils Testing & Inspection

The UI PM, when applicable, will contract directly with a qualified third-party geotechnical engineering firm to perform soils boring and analysis of existing soil and subgrade conditions prior to the design phase. The Design Professional shall include the soils investigation report and boring log information as an appendix or supplemental information to the project specifications.

The UI PM, when applicable, will contract directly with a qualified third-party testing agency to perform Quality Assurance (QA) testing during earthwork operations. Completion of QA testing by the Owner's representative does not relieve the Contractor from responsibility for completing work and supplying materials in conformance with the plans and specifications.

The testing agency will inspect and test each subgrade and each fill or backfill layer. The contractor shall not proceed until test results verify compliance with requirements. The testing agency will examine footing subgrades prior to construction of formwork. When the testing agency reports that subgrades, fills, or backfills are below specified density and optimum moisture content, the contractor will be required to scarify and moisten or aerate, or remove and replace soil to the depth required, recompact, and retest until obtaining required density.

### Dewatering and Erosion Control

Construction site dewatering and erosion control systems, when required, will be provided by contractor.

Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings and soil changes detrimental to stability of subgrades and foundations.

The contractor will be required to monitor site erosion and dewatering systems to ensure that no sediment-laden runoff is entering into existing catch basins or into the campus stormwater drainage system. Provide sediment traps, protection and silt-fencing as required.

Dispose of water in accordance with State of Idaho water quality standards and all applicable ordinances.

### SWPPP

The U.S. Environmental Protection Agency (EPA) and the Idaho Department of Environmental Quality (IDEQ) requires that construction activities that disturb 1-acre or more of land, including staging areas, clearing, grading, and excavation activities; require coverage by a National Pollutant Discharge Elimination System (NPDES) stormwater permit. This is commonly known as a Storm Water Pollution and Prevention Plan (SWPPP), and it must document how the site will be configured to preclude any storm water from eroding beyond the site limits.

### Work Restrictions

Truck haul routes during site clearing, excavation and backfill operations shall conform with the requirements outlined in "Division 1 – General Requirements".

The contractor will be required to control dust on construction sites. The dust control plan will be developed and monitored on a project-by-project basis as coordinated with the UI Construction Manager (UI CM). Projects on the core of campus or adjacent to sensitive occupancies will require tighter restrictions.

Heavy compaction operations or installation of rammed aggregate piers (or similar) may disrupt classes, testing, or specialized research in adjacent buildings. The contractor will be required to review all compaction operations and scheduling with the UI CM prior to commencing with the work.

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## DIVISION 32 – EXTERIOR IMPROVEMENTS

### **32 00 00 General**

Refer also to “Division 31 – Earthwork” and “Division 33 – Utilities” for related work.

#### **Utility Locates**

Contractors must call for utility locate prior to any excavation. Many utilities on campus will be located by UI Facilities personnel, but they receive notification through the locate service for this area. The locate service is Digline (in Boise) at 1-800-342-1585 or (208) 342-1585. Digline may ask if the caller has the geographic location of the U of I. It is 39 North, Range 5 West, Section 7.

#### **Soil Investigation Data**

The UI PM, when applicable, will contract directly with a qualified third-party geotechnical engineering firm to perform soils boring and analysis of existing soil and subgrade conditions prior to the design phase. The Design Professional shall include the soils investigation report and boring log information as an appendix or supplemental information to the project specifications. Refer to “Division 31 – Earthwork” for additional information.

#### **Erosion Control and SWPPP**

The U.S. Environmental Protection Agency (EPA) and the Idaho Department of Environmental Quality (IDEQ) requires that construction activities that disturb 1-acre or more of land, including staging areas, clearing, grading, and excavation activities; require coverage by a National Pollutant Discharge Elimination System (NPDES) stormwater permit. Refer to “Division 31 – Earthwork” for additional information.

#### **Fire Apparatus Access**

Fire apparatus access shall be maintained. When any portion of a facility is located more than 150' from an approved access route, a new access shall be provided as a part of the project. The access shall be capable of handling the imposed loads of a fire apparatus and provided with a surface that will provide all-weather driving capabilities.

The access shall have an unobstructed width of not less than 20', an unobstructed vertical clearance of not less than 13'-6", and a minimum inside radius on turns of 25'. If the access has no through outlet to a public drive, then apparatus turn-around circles or hammerheads must be provided in compliance with Moscow Fire Department requirements.

All fire access issues, regulations and requirements shall be coordinated with the Moscow Fire Department and North Idaho Deputy State Fire Marshal early in the site design process.

#### **Parking**

Provide perpendicular (head on) parking and drive aisle layouts unless otherwise approved by the UI PM. Diagonal parking layouts are discouraged except in cases where site limitations will not allow perpendicular parking.

Individual parking spaces will be a minimum of 9' x 18'. An additional 2' of overhang (planter or sidewalk) must be allowed. 10' x 20' parking spaces are preferred where space is available. All ADA parking spaces shall follow the requirements of the ADAAG and ANSI A117.1.

Drive aisles in parking lots shall be a minimum of 24' wide. If a drive aisle supports only one-way traffic, the width may be reduced.

If electrical vehicle (EV) charging stations are provided The DP shall consider the potential extra space required to maneuver around and operate EV charging stations and vehicle plug-in extensions.

The placement of wheel stops in parking spaces is not allowed unless otherwise directed. This is to facilitate snow clearing operations.

Snow removal shall be considered as part of any parking layout. Consider potential damage from snow pushing and piling at curbs and planters. Provide dedicated room for snow stockpiling at ends of parking rows and drive aisles. The implementation of motorcycle parking spaces is a good option for stockpile areas, as these receive limited use during snow season.

UI standard parking signage shall be installed at all new parking lots and spaces. This includes Lot ID signs, ADA signage, and specialty parking signage as applicable. Refer to Section I – Design Guidelines; “Chapter 4 – Standard Design Elements and Details”.

### **Trenching in Streets**

Where utility trenching is required in streets, work must be coordinated in advance with the UI CM and City of Moscow. Traffic control plans must be prepared as applicable. Work must be completed as quickly as possible and excavations will be topped with asphalt (at least temporary cold mix) immediately upon completion of the work. No gravel crossings will be left overnight, as per City of Moscow ordinance.

Backfill of trenches in streets and paving shall be to City of Moscow standards (i.e. no native or excavated soil; only crushed gravel). Trench backfill (structural fill) shall be compacted to 95% of maximum density as determined by ASTM D-1557 (modified proctor). Material shall be placed in maximum 10" thick loose lifts and compacted to specified density prior to starting the next lift.

## **32 12 16 Hot Mix Asphalt Paving (HMA)**

### **Base Preparation**

The subgrade surface shall be compacted to a minimum of 90 percent of the maximum dry density as determined by ASTM D-1557 (Modified Proctor). Soft or unstable areas shall be removed to firm soil and replaced with aggregate base course placed over woven geotextile fabric.

Prior to placing base course, a woven geotextile shall be placed as a separator between the subgrade and the base course. The geotextile fabric shall be non-woven fabric meeting the criteria for Type II or Type III in Section 2050, paragraph 2.3 of the ISPWC standards. Fabric shall have a minimum overlap of 12 inches and be applied taut and free of wrinkles.

Base course shall be placed in eight-inch thick loose lifts at near optimum moisture content and compacted to at least 95 percent of ASTM D-1557 (Modified Proctor). If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material with structural fill

Imported structural fill below asphalt pavement shall be crushed gravel conforming to requirements of ISPWC, Section 802, Crushed Aggregates, Type I (3/4" minus).

Do not place structural fill or base course material on surfaces that are muddy, frozen, or contain frost, ice or snow

### **Materials and Mix Design**

Because of the project location, with regional suppliers located in both Washington and Idaho, dual references (ITD or WSDOT) are provided.

HMA shall be composed of asphalt binder and mineral materials as required, and may include reclaimed asphalt pavement (RAP), mixed in the proportions specified to provide a homogeneous, stable, and workable mix.

Generally, provide materials as specified in the following:

<u>Material</u>	<u>WSDOT Specification</u>	<u>ITD Specification</u>
Asphalt Binder:	9-02.1(4)	702.01
Anti-Stripping Additive:	9-02.4	702.04
Aggregates:	9-03.8	703.05
Reclaimed Asphalt Pavement (RAP):	9-03.8(3)8	720.07

### **General Mix and Batching Characteristics**

Develop the mix design in accordance with WSDOT SOP 732 or ITD AASHTO R 35. Develop a mix design that complies with WSDOT Sections 9-03 or ITD Section 405.

Mix design shall be for aggregates produced within the current calendar year. Develop a mix design with no more than 20 percent RAP.

Mix shall be based on Performance Grade (PG) asphalt binder within the follow ranges: PG58 to 64 and 22 to 28, i.e. PG64-28. Mix gradation (1/2-inch) shall fit within the tolerance bands outlined in the following:

<u>Sieve Sized % Passing</u>	<u>Percent Passing 1/2"-HMA Mix*</u>
3/4-inch	99-100
1/2-inch	90-100
3/8-inch	90 Max.
No. 4	-
No. 8	28-58
No. 200	2.0 - 7.0

\*1/2" HMA is UI Campus Standard.

### **Weather Limitations**

HMA shall not be placed on any surface with free water present, when precipitation is occurring, or when the average surface temperatures are less than 40 degrees Fahrenheit or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

### **Traffic Control**

The Contractor shall control traffic in paving areas until the Contractor delineates that final compaction and surface smoothness is achieved and that pavement operations are complete. Allow paved areas to sit for a minimum of 8 hours (typically overnight) before opening streets or lots for public / vehicle use.

The Contractor is required to submit a traffic control plan to the UI PM and, when applicable, to the City of Moscow, for approval.

**Preparing Existing Paved Surfaces**

Before placing HMA on an existing paved surface, the entire surface of the pavement shall be clean. Remove all fatty asphalt patches, grease drippings, dust, soil, grindings, and other deleterious substances from the existing pavement surface. Fill all holes and small depressions with HMA. Level and thoroughly compact the surface of patched areas.

Apply a uniform coat of asphalt (tack coat) free of streaks or bare spots to all paved surfaces on which any course of HMA is to be placed or abutted. Apply a heavy application of tack coat to all joints. Do not allow traffic on the tack coat and do not operate equipment on tacked surfaces until the tack has broken and cured.

Repair any tack coat damaged by the Contractor's operation, prior to placing HMA.

**Spreading and Compaction**

Do not exceed 3.5 inches maximum nominal compacted depth of any layer in any course.

Immediately after the HMA has been spread and struck off, and after surface irregularities have been adjusted, the mix shall be thoroughly and uniformly compacted. The completed course shall be free from ridges, ruts, humps, depressions, objectionable marks, and irregularities and shall conform to the line, grade, and cross-section shown in the plans.

The mix shall be compacted when it is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by mechanical or hand tampers. In no case shall HMA be left uncompacted after it has cooled below proper compaction temperature. HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective shall be removed.

**Testing**

The UI PM will engage a qualified third-party agency to test and inspect HMA placements. Third Party Agency test results will be the only results considered for acceptance. The Contractor shall work with the Testing Agency to secure necessary samples.

**32 16 00 Sidewalks****Curb Cuts and Ramps**

All new or replacement sidewalks will be constructed with curb cuts at street intersections, crosswalks, and other locations as appropriate in accordance with the Americans with Disabilities Act (ADAAG) and ANSI A117.1 – current edition.

Mid-block curb cuts and other curb cuts intersecting a sidewalk at 90 degrees will require an additional concrete apron and flared wing sections in line with the curb cut direction of travel and a minimum of 5' in diameter to allow a wheelchair to make the 90-degree directional transition on a hard level surface.

A tactile warning mat with raised truncated domes shall be provided at all curb ramps and crosswalks entering a street or vehicular drive aisle. Warning strips shall be the style that are poured integral with the concrete. Surface applied tactile warning strips are not allowed unless otherwise directed by the UI PM.

**General Requirements**

Wherever possible, sidewalks shall be a minimum of 6-feet wide to accommodate compact tractor

mounted snowplows. Main walkways which are expected to accommodate a significant amount of foot traffic should be 8-feet to 10-feet wide.

Unless otherwise directed, all sidewalks in campus shall be constructed to the following requirements:

- 6" thick.
- 3000# concrete.
- Reinforced with 6x6 welded wire mesh or No. 4 rebar at 16" in center each way.
- ¼" per foot maximum cross-slope.
- Standard broom finish
- A penetrating sealer applied.

All sidewalks shall have control joints at a maximum of 6-feet on center or as otherwise approved for the sidewalk layout. Control joints shall be installed at all abutments to buildings and at approximately every 20-feet in sidewalk runs.

When the budget allows, the University's preference is to specify and install hydronic snow melt systems in all exterior universal access ramps, building entrance approaches, and exterior stairs. The DP shall coordinate scope of snow melt systems with the UI PM.

Wherever possible, add diagonal sections where walks meet at right angles to match pedestrian shortcut lines.

## **32 33 00 Site Furnishings**

### **Standard Waste / Recycling Receptacle**

Refer to "32 33 23 - Waste and Recycling" below.

### **Exterior Signage**

Refer to "Division 10 – Specialties".

### **Bollards**

#### **Standard Fixed Bollard**

Basic Description:

- 4" or 5" fabricated steel pipe bollard
- welded steel top cap
- embedded in concrete
- painted black (standard)
- silver and gold reflective tape

(The UI PM or UI CAD Manager can provide CAD or PDF details upon request.)

#### **Standard Removable Bollard**

Basic Description:

- 4" or 5" fabricated steel pipe bollard
- welded steel top cap
- fits in steel sleeve embedded in concrete
- Through hole for pipe handle
- painted black (standard)
- silver and gold reflective tape

(The UI PM or UI CAD Manager can provide CAD or PDF details upon request.)

### **Bicycle Parking**



Standard Bike Rack

## Basic Description:

- fabricated steel pipe rack
- simple hairpin design
- all bike racks to be painted black.
- space racks a minimum of 3' apart
- painted black (standard)

(The UI PM or UI CAD Manager can provide CAD or PDF details upon request.)

Standard Bicycle Parking Shelter

Standard custom fabricated small shelter that is intended primarily for covered bicycle parking. Has also been used for campus Information kiosks and other uses as applicable. The UI PM or CAD Manager can provide details at the request of the DP.

Standard Exterior Pole Lighting

Refer to "Division 26 – Electrical".

**32 33 23 Waste and Recycling**Standard Walkway Waste / Recycling Receptacle

The UI employs a standard trash / recycling receptacle for exterior campus pedestrian and walkway spaces. The trash receptacle is Model DR-1200 as manufactured by Doty & Sons Concrete Products.

- 51" wide x 26" deep x 41" high.
- Tan blend pea gravel exposed aggregate finish.
- Heavy-duty steel double hinged lid powder coated chestnut brown.
- Includes three 30-gallon rectangular, hard plastic liners.
- UI standard vinyl recycling messaging shall be applied to the lids.
- Coordinate specifications with UI PM.

Building Level Solid Waste and RecyclingYards and Enclosures

All new and renovated facilities will be provided with a screened, grade-level, exterior concrete surface for solid waste containers and recycling bins.

All ramps or driveways leading to a collection pad must be a minimum of 10' wide. Concrete pads shall be 6" reinforced concrete similar to general sidewalk construction outlined in "32 16 00 Sidewalks" above.

Access

Yard enclosures and waste containers must be located to allow ease of access for collection vehicles. The grade must be such that the collection truck can approach the unit on a level surface. No parking or other obstructions will be permitted in the access area.

Yard enclosures and waste containers should be located such that collection vehicles do not have to back up more than 100'.

Latah Sanitation Inc. (LSI) collection truck is 8.5' wide, 45' long and 14' high, requiring a 45' turning radius. Provide an obstruction-free vertical clearance of 14' throughout the entire access area, including approach, turnaround and retreat. All collection sites and truck service positions shall

provide an obstruction-free vertical clearance of 26'.

#### Units and Capacities

Multiple family residential areas should provide a dumpster capable of holding one cubic yard for every four living units.

Classroom and office buildings should typically provide an area large enough to accommodate one six-yard solid waste dumpster and two or three one-yard recycling bins.

<u>Container Capacity</u>	<u>Height</u>	<u>Depth</u>	<u>Width</u>
1 cu yd	48	30	60
2 cu yd	43	34.5	80
3 cu yd	53	43.5	80
4 cu yd	59	51.5	80
6 cu yd	74	66.5	80
8 cu yd	90	71	80

#### Trash Compactors

Buildings containing food service facilities will also be provided with a roll-off pad and related electrical service to accommodate a trash compactor of a size to be determined by the project needs. It is preferred that trash compactors be located inside a screened yard with water service and trench drains for cleaning and odor control.

Latah Sanitation, Inc and UI Recycling / Solid Waste personnel must be consulted during the programming stage for any project which will require a compactor.

#### Hazardous Materials

Hazardous or noxious waste must be contained in accordance with the U of I Hazardous Material Policies. Such material may not be placed in solid waste containers.

### **32 80 00      Irrigation**

This section provides a summary outline of the UI standard irrigation requirements. The Design Professional is required to verify all irrigation specifications and requirements with Facilities Utilities & Engineering Services (UES) and the Irrigation Team. Coordinate through the UI PM. The UI PM or UI CAD Manager will provide the DP with the full set of UI standard irrigation specifications and details during the design phase.

#### General

##### System Performance Requirements:

Water Coverage: 100% coverage required for all turf and planting areas. Contractor is responsible for prevention of erosion, puddles or soft areas in landscaping due to excessive precipitation or over-installation of heads. The Contractor is responsible for adjustments as required to compensate for declivities, hillsides, and dry areas. Under no circumstances may the nozzle set screws be used to adjust the throw of the sprinkler heads. If any head is throwing a stream of water further than desired, the nozzle must be changed to reduce the throw distance.

##### Project Conditions:

Logistical Information: Design Professionals shall investigate and determine available water supply, minimum pressure, available water flow and location and size of point of connection.

Sequencing and Scheduling:

Maintain uninterrupted water and other utility services to buildings, structures, and existing landscape/green spaces. Coordinate temporary water shutoffs, or other temporary utility shutoffs, with the UI CM.

Pre-Construction Meeting: No later than two weeks before beginning work on project, a meeting will be scheduled between the contractor, or authorized representatives, and the University's representatives to discuss work schedules, completion dates and storage of materials and equipment.

Construction Inspections: During irrigation installation, a UI representative from the irrigation department shall make daily inspections of the project to take digital photos of all trenching, piping, and head placement. This will also allow the contractor to discuss any minor concerns or issues regarding the layout of the system

**Products, Materials and Manufacturers**Piping:

All pipe used to install irrigation systems on campus will be PVC (polyvinyl chloride plastic) and will meet current minimum ASTM standards that apply to seamless PVC pressure rated piping. All piping for reclaimed water systems shall be purple. All piping installed in trenches shall not be stacked upon each other. There shall be a minimum of 2" horizontal separation between the pipes within the same trench.

Sleeves: All transitions of piping under concrete, asphalt or other materials used for walkways, patios, commons areas or roads will be encased in a Schedule 40 PVC sleeve with a minimum 3" diameter (2" min. diameter for wire only sleeves). Any large size piping sleeves SHALL be 2x the diameter of the pipe. Sleeves will be schedule 40 and each end will be sealed to prevent dirt and debris from sloughing into the body of the sleeve. Sleeves will extend to 6" past edge of surface being traversed and will have a depth of not less than 12" below grade and no greater than 24". Sleeves will be located as per design, or as specified by university representative. Locations will be clearly and accurately marked on drawings by installer. Only one irrigation pipe (i.e. mainline or lateral line) is allowed per sleeve. Control wires will always be placed in their own sleeve.

Laterals or Circuit Piping: Schedule 40 PVC. All solvent welds will use medium or heavy bodied solvent and purple primer.

Mainlines: Schedule 40 PVC. Installations up to 4" will use solvent welds. Installations over 4" will use gasket connections or solvent welds when approved. All solvent welds will use a heavy bodied solvent and purple primer. Any piping inside a building or steam tunnel will be rigid Type K copper installed by a licensed plumber.

Fittings:

All glued fittings will be Schedule 40 or Schedule 80 PVC solvent weld fittings. Threaded fittings will be Schedule 80 PVC only. Gasket fittings will use materials designed for use with such installations. All solvent welds will use medium or heavy body solvent, all threaded fittings will use Teflon thread tape or thread sealant (pipe thread compound).

Thrust Blocking:

All installations of irrigation pipe 3" and above will have thrust blocking installed at all points of intersection where changes in direction of flow equal to 45 deg. or greater. Thrust blocking may be required on other applications due to potential water hammer and to prevent excessive movement at valves and junctions.

Control Valves:

All electric control valves will be Rainbird PEB, or Hunter ICV type valves. All multiple control valve assemblies must be installed using a manifold with one valve per valve box with locations as indicated

on the print and set in specified valve boxes unless otherwise approved. All valves shall be installed with TOE schedule 80 nipples unless otherwise approved. Appropriately sized unions shall be installed upstream and downstream of all control valves to allow easy removal of valve if necessary. All valves will be mounted flush and parallel with the ground and with minimum 4" of clearance between top of valve and bottom of valve box lid. Valves shall be centered within the valve box to allow easy access to all sides of the valve. All control valves must be installed at 18" depth, i.e. same depth as mainline. The downstream side of the valve piping shall maintain the minimum 12" depth for proper trench coverage by using no greater than a 45-degree fitting to achieve this. All electric control valves shall have a Rainbird PRS-Dial or Hunter Accu-Sync pressure regulating device installed before project completion. (See UI Standard Control Valve Detail – UI PM or CAD Manager can supply upon request.)

#### Isolation Valves:

All isolation valves will be brass bodied curb stop or gate valves of same size as attached mainline or larger made by McDonald, American, Ford, Milwaukee, or Mueller. Other manufacturers require approval by the UI irrigation department or campus landscape manager. An isolation valve is required at the point of connection, at any stand-alone valve and any multiple valve manifolds unless otherwise approved by campus landscape manager or irrigation department. If P.O.C. is located indoors contractor will provide an isolation valve directly after mainline exits building.

#### Controllers:

All controllers will be commercial exterior type. No mounts inside of buildings will be accepted. Controllers may be pedestal mounted where necessary and according to UI specifications. Connection to power supply must meet NEC (National Electric Code) and campus codes. Mountings will be made to be permanent and controllers must be lockable. All controllers will be Hunter I-Core or Calsense 3000 series for use with standard wire or two wire decoder systems unless otherwise approved by irrigation department or campus landscape manager.

#### Control Wire(s):

Any control wires separated from pipe or buried independently will need to be sleeved in grey Schedule 40 PVC pipe.

All control wires shall be AWG 14 conventional irrigation wire or AWG 14 shielded 2 wire made for Hunter or Rainbird two (2) wire decoder systems. Two (2) wire shall be installed following manufacturer's instructions for proper grounding and proper use of lightning arrester/line surge protector modules, with arrester/surge protector located in separate valve box. Wire will be laid underneath and secured to piping with tape every 6 ft. with 12" loops at all changes of direction equivalent to 90 deg. or more. Splices shall be connected solidly and encased in 3M DBR/Y-6 waterproof connectors. All wire splices shall be installed within a valve box (10" round minimum) with enough wire to extend 12" above finished grade. If using conventional irrigation wire contractor will install two extra power wires (color other than white or red) from controller to every isolated control valve and every multiple control valve manifold. No more than one valve per controller station.

#### Tracer Wire(s):

Tracer wire is required for all installed PVC pipe. Wire will be 14-gauge minimum high strength copper clad steel (CCS) wire and coated or jacketed with HDPE or HMWPE for direct burial applications, no THHN (nylon) coated wire will be accepted. Mainline will have tracer wire from P.O.C. to every control valve (mainline tracer wire does not need to be looped up at each valve). Lateral lines will have tracer wire from control valve to every terminal end. At control valve boxes there will be minimum 12" of extra tracer wire past finish grade height. All tracer wire splices will use 3M "Scotchcast" connector sealing packets (3570G-N). Tracer wire splices can be directly buried, and all tracer wire will be tested for accuracy before completion date. All tracer wire must be secured to bottom half of all mainline and lateral line pipe with tape every 6 ft. All tracer wire has to be a different color than control wire.

#### Sprinklers / Drip Systems:

No solid set above ground sprinklers are allowed on campus except by approval on temporary basis

where dust control or plant storage areas require it. All above ground, temporary apparatus will be removed prior to final acceptance of work. Tops of sprinklers used with effluent water source to be indicated w/purple cap.

**Turf:** Only Hunter Pro Series 4 inch pop-up (Pros-04-PRS40-CV) series spray heads and accompanying Hunter MP Rotator, Rainbird MPR series, and Rainbird VAN (used only for odd angles) nozzles will be allowed. Hunter PGJ, I 20, I 25, and I 40 series rotor heads. Maximum pop up height for all type of sprinkler heads shall be 6". Spray and rotor heads with maximum height of 6" shall be used as bottom inlet only and may only be installed when pre-approved by university irrigation department or campus landscape manager. All rotor heads will have built in check valves and stainless steel risers where offered. Tops of sprinklers used with effluent/reclaimed water sources to be indicated with purple cap. (See Irrigation Head Details)

**Shrub and Planting Areas:** Planting areas will only be watered with a drip tubing system. All drip applications require a Rainbird RBY Filter same size as control valve with 200 mesh (75 micron) filter screen directly downstream of control valve. Drip tubing shall be either: Rainbird XFD-06-12, Hunter PLD-06-12 or Netafim TLDL-06-12. Appropriate 17 mm size fittings are required for connections to tubing. Tubing shall be staked every 18" (minimum) with 6" galvanized landscape staples. Tubing shall be laid out in looped or grid rows with a maximum distance of 18" between rows. Flush valves shall be installed at the low point of the flush header, the farthest point away from the control valve and placed in a 10" round valve box. (See Drip Irrigation Detail) Trees shall have a minimum of two (2) connecting concentric rings of drip tubing based upon the diameter of the root ball. The first ring shall be ½ of the radius of the root ball and the second shall be the diameter of the root ball. Shrub-heads, bubblers or any specialty apparatus or nozzle, must be approved by campus landscape manager or irrigation department prior to installation.

#### Swing Joints:

All sprinkler heads shall be fitted with a swing joint assembly. These shall be made up of Marlex (HDPE) fittings which consist of three 90-degree elbows and appropriate length PVC Sch. 80 nipples. Nipples will be no less than 8" in length. Pre-manufactured swing joint made by Dura, Lasco, Rainbird or Hunter may also be used. "Funny pipe" or "swing pipe" and related parts will not be allowed. (See UI Standard Sprinkler Head Detail – UI PM or CAD Manager can supply upon request.)

#### Valve Boxes:

Boxes shall be manufactured by CARSON only, of a size and type specified by blueprint. Only 10" round or larger boxes will be accepted on campus. Valve boxes must be sized so that no valve part is outside the confines of the box and will allow valves to be operated and/or removed without removing or excavating the valve box. Valve boxes used in reclaimed water systems must be purple. All valve boxes shall be installed with a minimum of 6" gravel base under the box. Concrete bricks are required under each corner of box, with round boxes only requiring three, to support and reduce chances of settling so box will be flush with final grade. Valve boxes located in turf areas will be installed at finish grade. Valve boxes located in shrub beds will be installed 3" above finish grade.

#### Quick Connect Couplers:

Quick couplers will be brass bodied valves manufactured by Rainbird only, of a size as specified by blueprint. Caps will indicate type of water source: yellow - potable (domestic) water using only 44RC and 33DRC valves; purple - effluent (reclaimed) water will use only 44NP and 33DNP valves. A quick coupler of 1" shall be installed near the point of connection or directly after the backflow device of domestic water systems to be used for winterization. Quick couplers shall be connected by means of a pre-manufactured swing joint made by Dura, Lasco, Rainbird, or Hunter. Quick coupler will be secured to a steel concrete stake (18" minimum in length) with a minimum of two (2) stainless steel screw down hose clamps. The quick coupler shall be installed within a 10" round valve box. The coupler will be centered within the box with the top of the valve no more than 2" from the bottom of the box lid. Quick connect couplers are required at the beginning and end of any newly constructed systems. (See UI Standard Quick Coupler Valve Detail – UI PM or CAD Manager can supply upon request.)



Backflow Prevention Assemblies:

All backflow prevention equipment pertaining to the installation of irrigation systems will be brass bodied double check assemblies (unless specified otherwise) as manufactured by FEBCO, WILKINS, or WATTS. No double check assembly will be installed with input and output ports of less than 1" pipe diameter. All assemblies will be mounted so as to allow easy access to test cocks and shut-off valves. Locations will be as such to allow access for testing and repairs. Backflow assemblies will be installed as per specifications of the state of Idaho and UI Utilities department (Water Purveyor). Locations for assemblies will be provided on blueprint or by the UI Water Systems Manager. After installation, assembly will be tested and passed by a licensed Idaho Cross-Connect tester with a tag attached to assembly recording the date of inspection, its operational status and the name, contracting company, certificate number and issuing date of the tester. A copy of this information will be provided to the UI Water Systems Manager.

Reclaimed Systems:

All components: i.e. piping, valves, heads, and valve boxes that are used in the construction of an irrigation system using reclaimed water shall be purple in color to indicate such a system.

Installation RequirementsTrenching:

All trenches to be cut in established green spaces will first have the route marked out and approved by irrigation department, campus landscape manager and campus horticulturist PRIOR to any trenching. Particular care should be taken to design routes that avoid tree root drip zones. The sod will then be cut along approved route and stored in a manner as to keep it viable during construction. All trenches will be back-filled and settled to 95% by water tamping and additional topsoil will be added as needed. Existing sod will then be laid back over trench. If existing sod dies or is damaged during construction, contractor shall supply new sod. All fill material, native or imported, will be free of debris and rocks larger than ½". Contractor is responsible for any injuries or damage due to open trenches or equipment operation during the execution of contract. Adequate safety measures in the use of warning signs, barrier fencing, barricades and other such devices or measures deemed necessary will be used at all times.

Main Lines: Trenches for main lines shall be of a depth as to allow 16" minimum of cover from the top of the pipe to grade height.

Circuit or Lateral Lines: Trenches for circuit or lateral lines shall be of a depth as to allow 12" coverage from the top of pipe to grade height.

PVC Pipe Installation:

All welded joints will be clean and free of debris prior to gluing. All threaded connections will use Teflon thread tape. Primer/solvent will be used on pipe and fitting ends prior to glue application. Contractor will prevent excessive accumulations of primer in the cups of fittings. Glue will be applied in such quantities as necessary to cover the inside of the cup of the female and the spigot of the male end. Pipes will be joined using a ¼ turn and form a 1/8" bead of excess glue around the surface of the pipe. All glue applications require primer (purple only) to be visible after fittings dry and set. Contractor will ensure that all glued connections are fully seated within their fittings. Contractor will ensure that all welds are solid and all connections leak free. No fittings will be installed in a stressed condition by forcing or bending the pipe to fit. All changes in direction shall be accomplished by using standard PVC fittings. No changes in direction will be made by force bending the pipe itself or using stressed fittings. If the pipe will not follow the desired path in a natural unstressed condition, appropriate fittings shall be used to accomplish the necessary change in direction. Piping shall be laid within the trench such that there is no stacking of the pipes and there is a minimum of 2" horizontal separation between pipes.

Control Valve Installation:

All valves will be located at a minimum distance of 18" away from any hardscape. All new valve

assemblies or manifolds will allow a minimum of 4" of unobstructed piping between fittings on the upstream side of valves. All fittings will be glue and solvent weld except on the inlet and outlet side of the valve which will be threaded male fittings (PVC only) Teflon thread tape will be used to seal fittings attached to inlet and outlet ports of valves. No use of pipe thread compounds will be allowed. Manifolds will be built of a size as to fit in an appropriately sized valve box with adequate room between valves for repair. In single and multiple valve manifold installations, each manifold will have a separately installed isolation valve to allow repairs to that manifold without interfering with the normal operation of the remaining manifolds on the system. All valve boxes will be set so that top and lid are at finish grade. All valve boxes will be installed in such a way as to protect PVC piping from damage by settling.

#### Sprinkler Installation:

Sprinklers will be attached to PVC using threaded connections only. All lines will be flushed prior to installing heads. Sprinklers will be installed in zones of similar precipitation rates and coverage. No zones combining full and partial circles will be accepted. All sprinklers will be connected using an acceptable swing joint. (See fig.) All sprinklers will be set so the top is at finish grade height in turf and shrub areas. (Some plantings may require different head settings – consult drawings and/or irrigation department/campus landscape manager for clarification and identification.) All sprinkler heads should be plumb and 2" – 3" from hardscape edge. Irrigation heads adjacent to buildings should not be closer than 12" from exterior walls. All sprinklers should be adjusted to provide 100% coverage in zones and will be adjusted as to limit over sprays on walks, buildings, cars, etc.

#### Project Completion and Acceptance

##### Inspection:

All newly installed irrigation will be tested before completion of project. All new installations must use correct installation methods, be free of leaks and settling of trenches. Inspections will consist of visually observing all newly installed irrigation while system is in use. Every station will be inspected while running for a minimum of 5 minutes per valve. Mainline will be fully pressurized, at which point a pressure gauge will be applied. Pressure must be maintained and cannot drop below 5 psi within a thirty-minute period or system will not be accepted.

##### Operation:

System will be operated on a zone by zone basis, with representatives of the UI and contractors present. A list of corrections will be generated at that time, if necessary, and a copy is to be left with contractor. These corrections must be completed before final acceptance is given. System will then be programmed to run a short test (2 to 3 min. per station) to demonstrate the operation of the controller and that it tracks from valve to valve. Any corrections listed during this test must be corrected before acceptance will be given.

##### Acceptance:

Once the system passes all tests and all corrections have been made, the appropriate university representative will acknowledge that the system meets UI standards, and that the contract was executed accordingly.

##### Warranty:

Contractor will be liable for any repairs and redesigns due to improper installation and design methods for one (1) year from completion date at no cost to University of Idaho. University of Idaho retains the right to make emergency repairs without relieving the contractor's guarantee obligations.

### **32 90 00      Campus Landscape**

The university's physical environment is one of its greatest assets. UI's legacy of premier open space was created during the earliest years of campus development. Today the beautiful setting and



campus green areas supports the UI's vision to be a university of choice in the West for high-quality and innovative undergraduate and graduate degree programs, inter-disciplinary learning, and a residential campus experience.

The 130-year history of the campus has brought many positive enhancements to the natural campus landscape, from the Administration Lawn and the original Olmsted plan for campus, to the Shattuck Arboretum and the UI Arboretum and Botanical Garden. The natural, historical, and designed elements together form a unique and beautiful open space framework that characterizes the University of Idaho and is regarded as a unique signature for campus.

An attractive campus environment promotes recruitment and retention, and provides physical, social, psychological, educational, and aesthetic benefits. The educational benefits include opportunities for outdoor classroom settings and outdoor labs for studying horticulture, botany and landscape design.

### **32 91 00 Tree and Plant Protection**

The Design Professional shall include the following landscape protection requirements in the specifications for every project regardless of size or scope.

#### **General**

Trees and shrubs are valuable resources on campus; each tree having been individually planted over the last 130 years. Trees of high value include rare species, trees that were planted by historical dignitaries, and trees that have been dedicated to groups and individuals. The value of certain trees and/or groups of trees is inestimable.

The Contractor shall exercise care to protect all turf areas, trees, and shrubs. Trees and shrubs will require replacement if damaged as determined by the Owner.

To prevent unnecessary soil compaction and damage to tree root systems, it is highly recommended that the contractor uses appropriately sized equipment for construction operations in and around existing landscaping. The impact from oversized equipment is one of the leading causes of peripheral, unnecessary damage to nearby soils that contain tree root systems. Unless landscape areas are to be completely re-built as part of the project design, no tracked or wheeled equipment of any size will be allowed on UI turf or landscape areas without the use of pressure relieving mats or double layers of  $\frac{3}{4}$ " plywood under all points of contact. All work on turf or landscape areas must be approved by the UI CM and UI Landscape Representative prior to the start of work.

The UI CM and UI Landscape personnel will monitor the Contractor's work and will have the final say on matters concerning these issues.

There are five primary goals for landscape protection on any construction project:

1. To protect the soil (turf and tree root environments) from compaction
2. To protect the trees, shrubs, and turf from injury
3. To protect the underground irrigation systems from damage
4. To restore the sites to their original condition
5. To minimize the contractor's site restoration costs

#### **Coordination**

Coordinate protection and restoration procedures with the UI Landscape representative. To facilitate this directive, a walkthrough, prior to the start of construction activities, between the construction supervisor(s) and the UI Landscape representative will be coordinated by the UI PM and UI CM

(Construction Manager). Information about careful operation near the trees is to be given to all equipment operators.

#### **Protection of Soil, Tree / Turf Root Systems and Underground Irrigation**

Selected trees and tree groupings located within and adjacent to the construction zone shall be protected by chain link or similar fencing. The UI Landscape representative will decide locations of this protective fencing after conferring with the contractor. Supplemental fencing may be installed by UI Landscape personnel. Once installed, repositioning of the fencing must be approved by the UI Landscape representative. Construction activity is not permitted within the tree and landscape protection zones created by the fencing. Protective barrier-type fencing is the most effective method of preventing unnecessary soil compaction and injury to tree roots/trunks/branches.

Within the construction zone, as needed, a thick layer of wood chips will be installed on the landscape by UI Landscape personnel to help prevent soil compaction. Duradeck Mats, 2-inch thick planking or  $\frac{3}{4}$ " thick plywood or greater should be placed over turf and planting bed areas wherever rutting, irrigation system damage, or excessive soil compaction from construction equipment and vehicles will likely occur.

It is the responsibility of the contractor to maintain and water any trees or plant materials protected by a tree protection zone within the construction site limits. The soil around trees and plants must be saturated with water at approximately two-week intervals depending upon the weather conditions.

Driving and parking vehicles and equipment should be limited, as possible, to hardscape (concrete and asphalt surfaces) areas only unless otherwise approved by the UI CM.

Staging areas used for equipment and materials storage are to be located on hardscape areas unless otherwise approved by the UI CM.

Concrete mixing and cleaning/washing of concrete tools/booms/etc. are to occur in designated hardscape locations only. This activity can only occur on the landscape, only if containment basins or similar are used. The landscape soil is to remain free of contaminants such as concrete spillage, chemical spills, fuel spills, etc.

During excavation near large trees, a UI Landscape representative will be called by the contractor to standby and assist with large root cutting, as needed. Severed roots are to be pruned with clean cuts back to the trench wall. Large root ripping and tearing away from the trench and towards the trunk by heavy equipment is to be avoided.

Where trenching under the dripline of a large tree (greater than 6 inches in caliper diameter) is required, tunneling under or going around the buttress and lateral-anchoring roots is imperative to ensure tree stability. Do not cut through these roots! Boring under this part of the root system is the recommended and preferred method for accomplishing the work and maintaining the integrity and safety of the tree in question.

As part of the underground utilities locate service, underground irrigation systems within the construction zone will be located by a UI Landscape or Irrigation representative. Irrigation heads and valve boxes will be marked. Any system modifications prior to excavation or repairs needed afterwards will be performed by a UI Landscape representative.

#### **Protection of Tree Trunks and Branches**

During excavation, removed soil should not be placed against tree trunks. This measure protects the trunks from mechanical injury during subsequent backfilling.

Any tree pruning is to be performed by a UI-LES representative. Pruning or breaking of branches by

contractor equipment or personnel is strictly prohibited. If a UI representative is not available, all pruning shall be done by the contractor at a professional level adhering to the American National Standard for Tree Care Operations", ANSI A300-1995, and International Society of Arboriculture Standards. If this service cannot be performed at that level by the contractor, then a certified, licensed, and insured arborist shall be hired to perform the work.

Avoid contact of tree trunk and branches by equipment, vehicles and tools. Injury and wounding of the protective bark layer could lead to life-threatening disease infection or insect infestation.

### **Landscape Restoration**

All excavations within landscape areas will be filled with proper fill soil above utility piping and surrounding support materials. Topsoil, as specified by the UI Landscape representative, will be placed in the top 18" of all excavations within landscape areas. (Refer to "32 91 19 – Topsoil Placement and Grading".)

Trenches and excavations shall be backfilled and raked to a grade two inches above grade (to allow for settling) and a fine finish. Hydroseeding with a near-matching seed mix shall be used to reseed the disturbed turf areas.

Ruts made in the landscape from vehicles and equipment related to the construction project will be completely excavated and repaired to match original conditions following all UI standard requirements for topsoil and planting.

All debris, construction material, contained concrete spillage, etc. is to be removed once construction is complete.

Underground irrigation systems impacted by construction activities will be repaired to pre-construction conditions, following the standard UI irrigation guidelines in "32 80 00 – Irrigation", and checked for proper operation by a UI Landscape representative prior to project completion

## **32 91 19 Topsoil Placement and Grading**

### **Topsoil**

All required topsoil must be imported.

Topsoil depth requirements shall be 6" for lawn areas and 24" for tree or shrub areas.

The UI PM and UI Landscape representative shall approve the source of topsoil and/or fill soil prior to installation.

Include in topsoil mix 20% EKO Compost or an equally comparable product. (EKO Compost is manufactured by EKO Systems of Lewiston, Idaho). Compost shall be mixed into the topsoil using a 1 to 4 ratio of compost to topsoil.

### **Imported Topsoil**

Imported topsoil shall be a fertile, friable, natural loam, soil, representative of productive soils in the vicinity. Topsoil is usually dark in color (often black). It shall be obtained from well-drained areas, free from admixture of subsoil, clay lumps, brush, weeds and other foreign matter, and free of roots, stumps, stones larger than 1.5 inches in any dimension; and free of other extraneous or toxic matter harmful to plant growth and be a hindrance to grading, planting, and maintenance operations. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5-7.5, and an organic matter content between 2-8 %. Loam topsoil must have 7-40 percent clay; 28-60 percent silt; and less than 52 % sand particles. Not more than 1 percent of topsoil weight can be gravel or stones.

Fill Soil

For placement in landscape areas below the topsoil layer: material must be natural friable loam free of lumps, roots, stumps, stones larger than 3 inches in any dimension or other trash and debris. It should not contain more than 10% by weight of gravel and/or stones less than 1.5 inches in any dimensions. It must not contain toxic matter harmful to plant growth. It must have an acidity range (pH) within 5.6 – 7.5 and a particle size distribution as required for topsoil. In most instances soil removed/excavated from the construction site may be used for Fill Soil going back into the construction site. If there is a question concerning topsoil or fill soil usage, it should be directed to an authorized UI Landscape representative.

Grading

If a slope is to be planted as a lawn and machine mowed, then a 3:1 (33%) grade is the maximum that shall be allowed.

Soil placed against the edge of a walkway in lawn areas should be 1-inch below the walkway surface. In planting beds, 2-inches below the walkway surface is required. These are final grade levels after settling.

After topsoil is applied to landscape renovations sites, whether for turf or other plant materials, the topsoil should be tilled in two different directions to a depth of 4 inches to allow gradework to be accomplished easily by hand or machine. Lightly compact with a cultipacker before planting grass.

The landscape contractor is responsible for providing positive grade away from sidewalks, foundations, landscape plantings and other objects within the landscape so that water flows to a proper drainage exit point or storm sewer and does not pond or settle out within the landscape area itself. Rake the topsoiled area to a uniform and smooth grade throughout to eliminate dips, holes, and pockets that may retain water or hinder future maintenance activities. Remove all trash and stones to a depth of 2 inches.

Turf restoration areas and new gradework must be inspected and accepted by UI Landscape representatives before seeding or sodding.

**32 92 00 Turf and Grasses**Seed Selection

Turfgrass seed mixtures are selected according to expected maintenance levels for a particular turf area. Maintenance levels include:

- High / Medium Maintenance: Areas that will receive regular irrigation and mowing.
- Low Maintenance: Areas that will receive minimal irrigation or mowing.
- Dryland: Areas that will receive no mowing or irrigation.

Acceptable products include, but are not limited to, the following: (**Note:** Approved seed selections change frequently as new and/or improved strains are developed. Design Professionals should check with the UI Landscape representative for current seed mixes before every project.)

High / Medium Maintenance Areas:

“Elite Lawn Mix” consisting of:

- 20% Wildhorse Kentucky bluegrass
- 20% Midnight Kentucky bluegrass
- 20% Famous Kentucky bluegrass
- 15% Manhattan 5 Perennial Ryegrass

15% Exacta II Perennial Ryegrass  
10% Chewings Fescue

Low Maintenance Areas:

**"LoGro Mix"** consisting of:

40% Imagine Perennial Ryegrass  
40% Creeping Red Fescue  
20% Hard Fescue

Dryland Areas:

**"Erosion Mix"** consisting of:

30% Hard Fescue  
20% Sheep Fescue  
20% Creeping Red Fescue  
15% Chewings Fescue  
10% Canada Bluegrass  
5% Regreen Sterile Wheatgrass

Seed mixtures are available locally from Grassland West in Clarkston, WA. All seed mixes must meet industry standards for viability / purity and be sown at rates appropriate for each type and mixture.

**Hydroseed**

Slurry mix shall include fiber mulch, tackifier, water and fertilizer.

Fiber mulch shall be virgin wood fiber, temporarily dyed green, which shall have a nontoxic effect when combined with seed or other materials. When applied, an absorptive or porous mat will result on the surface of the ground. No sawdust or byproduct material will be allowed.

**Sod**

Sod must be inspected and accepted by the UI Landscape representative before laying sod on campus grounds. The sod must be from an approved source and be weed, insect and disease free. No attempt is made to specify the exact species mix of sod due to the nature of that business, but it will generally be 100% Kentucky Bluegrass or a mixture of KB and Perennial Ryegrass.

Sod shall be freshly cut when delivered to site and installed within 24 hours of delivery.

**New Turf Maintenance at Project Closeout**

The landscape contractor shall be responsible for the care, fertilization and watering of newly installed grass seed or sod during the turf establishment period for a minimum of six (6) weeks or project Substantial Completion, whichever is later. Complete granular fertilizer of neutral character must be used as a starter fertilizer for seeding grass or sod installations. Use fertilizer providing 1.5 pounds of available slow release nitrogen and 1.0 pounds phosphorus and 0.5 pounds potassium per 1000 square feet of area.

Mow new lawns for at least 3 times or as often as necessary for lawn to become dense and established with at least 95% coverage and no bare area greater than 8 inches in diameter.

**32 93 00 Plantings**

**Plant Placement**

Street, Parking Lot, and Sidewalk Lights: To prevent conflicts with tree crowns and proper light

dispersion, do not locate the trunks of trees within 15 feet of street, parking lot, or sidewalk light poles.

Vehicular/Pedestrian Sight Clearance: Be aware of adequate vehicular/pedestrian sight lines when locating plants near street intersections, parking lot exists, and crosswalks. Do not locate plants that will reach a mature height of 3 feet or greater within the 40-foot sight triangle of street to street and parking lot to street intersections.

Parking Lot Sight Clearance: Plants located in parking lot planting beds can pose numerous challenges concerning sight clearance. Do not locate plants that will reach a mature height of 3 feet or greater in any of the interior island beds, unless otherwise specified by the UI.

Campus Signage: Examine areas to be landscaped that lie under and adjacent to campus signage (building, parking lot, street, etc.). Be aware of the mature size of plants, and do not locate them in those areas where their growth will obstruct the signs.

Planting Bed Edges: Be aware of maximum widths of shrubs and ground covers. Do not locate these plants next to sidewalk/planting bed edges whereby their growth will exceed the edges of the planting beds and infringe upon walkways, turf irrigation heads, lawns, etc.

Planting Beds: A thorough understanding of the mature size of each plant species proposed in the design is required. Locating plants with inadequate spacing between them requires future, unnecessary pruning that diminishes the natural shape of the plants and the intended landscape design, or potentially causes their removal. Measure the on-center spacing between plants so that they only touch when at mature size, unless otherwise specified by the UI.

Grade-Level Utilities: Do not locate plants next to grade-level utility boxes, generators and/or transformers such that their growth will cover up these boxes. Utility boxes include irrigation, electrical, and water, among other services.

Building Equipment: Do not locate plants next to building air exhausts or air intakes; do not locate plants so that they block access to or function of emergency equipment such as transformers, maintenance access, or security equipment.

### **Basic Design Guidelines**

Lawns, other plantings, and constructed elements shall be designed to allow access by an 8-foot wide riding mower. When applicable, design lawn edges with corners rounded at a radius not less than 5 ½ feet.

Plants selected for landscape installations should rate positively on the following characteristics: drought tolerance, insect/disease resistance, and non-aggressiveness. Plants should have a USDA hardiness zone rating of 6a or less.

Large areas of low-growing ground cover support the growth of weeds and accumulate trash. Do not design large areas of ground cover plantings.

Unless otherwise specified, all planting beds that receive trees, shrubs, and/or ground covers shall be excavated to a depth of 2 ½ feet. This will allow the removal of compacted soils, subsoils, construction debris, and other extraneous materials not conducive to plant root growth. Sides of excavation that abut up against sidewalks and other hardscaped surfaces shall be sloped outward to allow adequate foundation support for such surfaces. Irrigation installation, if planned, shall occur after excavation and backfilling.

Do not use landscape fabric for weed suppression and/or erosion control within planting beds.

### **Plant Requirements**



Trees, shrubs, and ground covers shall conform with the American Association of Nurserymen Standards, ANSI Z60.1.

Trees, shrubs, and ground covers shall be symmetrical, well-branched, well-formed and typical for variety and species. They should be full-foliaged when in-leaf.

Root crowns of trees shall be above ground level. Trees delivered to the site with root crowns buried in the root ball shall be inspected by the owner to determine if removing soil from the top of the root balls to expose the top of the root crown is sufficient to gain acceptance of the trees. If this procedure is unsuccessful and further soil removal is not recommended, then the trees shall be rejected.

Trees, shrubs and ground covers shall be free from disease, insects, and defects such as sunscald on the trunk, abrasions, gashes, windburn, breaks in main trunk/laterals, and other injury.

Trees, shrubs and ground covers shall have sufficient roots to hold earth intact after rootball is removed from the container without being rootbound. Trees and shrubs with excessive circling roots shall be rejected.

Trees, shrubs, and ground covers shall be nursery-grown for a minimum of 8-months under climatic conditions similar to those in the project area.

Trees, shrubs, and groundcovers shall not be pruned prior to delivery except as authorized by the UI. Trees shall not have fresh pruning cuts over 1-inch diameter, and not have been topped, sheared, or tipped.

Species, cultivar and size substitutions will be allowed only when a specified species, cultivar and/or size is proven unavailable and only with the UI's approval.

Delivered trees, shrubs and ground covers shall each have a legible label giving the common and botanical name in accordance with the "Standardized Plant Names" as issued by the "American Joint committee on Horticulture Nomenclature". If these plants are bundled or in multiple unit containers such as flats, one tag shall be placed on the bundle or container and shall additionally give the number of plants contained in the bundle or container.

### **Planting Restrictions**

Do not install plants when soils are saturated.

Do not install plants when soils are frozen.

Do not plant during freezing weather or when temperatures are above 90 degrees Fahrenheit.

Do not seed/hydroseed after September 30 or before April 15.

### **Contractor Maintenance During Construction**

It is the responsibility of the contractor to keep all plants alive and in good condition during the delivery, holding, installation and maintenance periods. Begin maintenance on new plants immediately after delivery and continue until Final Acceptance.

Maintenance includes:

- Watering plants. This is the most critical maintenance task assigned to the contractor. The contractor shall inspect the plants, including lawns, on a regular basis to ensure proper and adequate watering. Coordination between the contractor and UI may need to be established to



provide efficient coverage for project plants and adjacent existing landscaping.

- Controlling weeds in planting beds, lawns, and any other planted areas.
- Pruning trees, shrubs, and ground covers that have noticeable deadwood and/or broken branches. Follow International Society of Arboriculture's Best Management Practices for pruning trees.
- Treating plants for insect or disease problems.
- Repairing tree staking materials and resetting trees and shrubs to proper grades or vertical position as specified.

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## DIVISION 33 – UTILITIES

### **33 01 00      General**

#### **District Energy Systems**

The University of Idaho uses a district energy system for the heating and cooling needs of campus. District energy systems produce utilities such as steam, chilled water, and compressed air for use in multiple buildings. The District Energy Plant at the University of Idaho (often referred to as the steam plant or energy plant) distributes utilities to campus buildings through tunnels located under sidewalks and roads. The steam plant utilizes a biomass boiler utilizing wood chips sourced from local wood mill residue and waste products.

Chilled water is produced using a combination of electric vapor compression chillers and absorption chillers at two central locations on campus. The North Campus Chiller Plant (NCCP) is located inside the District Energy Plant. The South Campus Chiller Plant (SCCP) is located above the Kibbie Dome, next to the Golf Course. The system provides chilled water for process cooling loads.

Besides the chillers, the University of Idaho operates a two-million gallon chilled water Thermal Energy Storage (TES) tank. The university uses the TES to meet peak load demands during the day without running additional chillers, increasing system efficiency.

#### **University of Idaho Utilities and Engineering Services (UI UES)**

Utilities and Engineering Services (UES) operates the District Energy Plant, electrical distribution systems and water systems to provide steam, chilled water, electricity, natural gas, domestic water, reclaimed water and sewage utilities to the University of Idaho. UES provides support and technical assistance to Architectural and Engineering Services (AES) and Facilities Management for capital projects. UES is responsible for projecting campus utility needs, providing technical review of capital projects, maintenance procedures, shutdowns, fault investigation and in-house design and expertise on mechanical systems as required.

### **33 09 00      Metering for Utilities**

#### **Utility Metering**

Building meters are required on the following utilities: electricity, domestic water, chilled water, and steam condensate. The metering of irrigation water may be required in some applications. Secondary meters may be required where multiple uses are anticipated, such as charge-back or for-profit operations.

#### **Campus Standard Meters**

Meters shall be Schweitzer Engineering Laboratories Model SEL-735.

- Part Number: 0735AX00941CXXXXXX16101XX for reading buildings without sub-metered utilities.
- Part Number: 0735AX00941CXXA1XX16101XX for reading sub-metered utilities.
- Confirm exact part number(s) with the UI prior to ordering.

Multiple SEL meters are required for full utility metering coverage.

SEL meters will require connection to multiple mechanical utility meters and sensors for intended metering. The Design Professional shall coordinate with Divisions 22 and 23 and include specific

interconnection details including, communication protocol, wire type, etc.

The metering system shall communicate with the existing campus metering network for data aggregation and reporting and be remotely accessible from a remote interface. Furnish gateways, network interfaces, communication wiring, programming, startup, etc as required to interface with the existing campus metering network. Verify all requirements with UI Utilities and Engineering Services (UI UES)

Provide a 1" conduit for a data drop connection to each new meter. Coordinate and include this in the Division 26 documents.

### **Electrical System Metering**

The metering system shall record and report total building electrical demand. This shall be achieved by summing the meter data on the (2) main services. The metering system shall record and report data for the building electrical services individually.

The metering system shall record and report total generator electrical demand. This shall be achieved by summing the meter data on the (2) automatic transfer switches. The metering system shall record and report data for the automatic transfer switches individually.

### **Mechanical Utility Service Metering**

The metering system shall collect data from the following mechanical utility service meters and export the data to the campus metering network.

- Chilled Water: Flow, Supply Temp, Return Temp
- Steam Condensate: Flow
- Domestic Water: Flow

Mechanical utility service meters will be furnished and installed by Divisions 22 and 23. All conduit, wiring, terminations, programming and system integration is by Division 26. Coordinate mechanical meter connections and interface with Divisions 22 and 23.

Where mechanical utility service meters are indicated to report to the BMS system as well, coordinate conduit and wiring with Division 26. All terminations, programming and system integration is by Divisions 22 and 23:

All domestic water and Irrigation meters on campus must meet these standards:

- All meters 2" and above must be electromagnetic flow meter.
- All meters must provide a pulse output to communicate with the standardized SEL-735 electric meter. If the water meter only has 4 to 20 mA signal connection, then extra accessories will be required to communicate with the SEL-735.
- All meters must have a digital display on or near the meter. Meter to display reading in gallons.
- All meter digital displays must be under 5 feet from floor and provide a clear line a sight.
- 2" lines and above: McCrometer ultra mag meters (MX Ultra Mag series) or Onicon (F -3200 series)
- 1-1/2" lines or smaller: Sensus meter (T2 series) or Niagara (221 series)

## **33 10 00 Water Utilities**

### **Water Systems**

The water systems at the University of Idaho include domestic, reclaimed, chilled water, sewer, and storm water. The university operates its own water system on the Moscow campus, with two deep aquifer wells for domestic water and three shallow wells for research applications and outlying

facilities. The reclaimed water system relieves pressure on the aquifer by converting wastewater from the City of Moscow water treatment facility into non-potable irrigation water. Sixty percent of the water use on campus is for domestic and research purposes, while the other forty percent is reclaimed water.

There are approximately eight (8) points of interconnection between the UI water system and the City of Moscow water system. These are normally closed but may be opened to provide backup for either system in an emergency.

U of I Facilities Maintenance and Operations has adopted the American Water Works Association (AWWA) Manual. All work on the campus water system or any backflow prevention requirements will be in accordance with the AWWA Manual.

All new work or modifications to the campus water systems shall be coordinated with and approved by the Facilities Water Systems Manager.

The Consultant is required to obtain design approval and permits from Idaho Department of Environmental Quality (DEQ), US Environmental Protection Agency (EPA), and the City of Moscow for water systems (domestic water, sanitary sewer, storm sewer, reclaimed water).

### **Service to Buildings**

The building may be serviced by a single domestic water line. Once inside, the service can be split into a domestic water service, and a fire protection water service. Two reduced-pressure (RP) backflow preventers must be installed in a parallel assembly on both the domestic water and fire protection building services. (Base specification on Watts backflow preventions devices.) Each water service should be provided with an independent shut-off valve to facilitate maintenance on one system without shutting down the other. Verify requirements with UI Water Systems Manager and UI Plumbing Shop.

### **Fire Hydrants**

The number and location of all fire hydrants shall be coordinated with the UI Water Systems Manager, the State of Idaho Deputy Fire Marshal and the Moscow Fire Department.

All fire hydrants shall be Waterous Pacer by American Flow Control. Provide a front hose quick connect.

All fire hydrants connected to the UI water system utility shall be powder-coated gold. The most efficient method is to ship hydrants to P & R sandblasting in Moscow, Idaho, who will sandblast and powder-coat hydrants to UI standards.

Contractors may connect to UI fire hydrants for filling water trucks and for other high-volume uses. Such connections must be approved in advance by the UI Water System Coordinator. Flushing may be required prior to making the connection. Any connection to a fire hydrant must be made through an approved, reduced-pressure (RP) backflow prevention device.

### **Pipe**

Unless labeled as ductile iron on the drawings, all domestic water pipe 4-inches and larger shall be Polyvinyl Chloride (PVC) pipe with push-on type joints conforming to AWWA C900, DR18.

Ductile iron pipe is required under all building footings, foundations and slabs. All water piping penetrating through foundation, slabs or walls must be link sealed.

Pipe called out as ductile iron shall conform to AWWA C110, Class 50.

Pipes shall be restrained by thrust blocks.

All electrical connections must be in an approved direct bury splice kit.

Tracer wire is required for all buried pipe. Tracer wire must terminate on the outside of valve boxes.

Chilled Water Piping (12" and smaller):

- Pipe: AWWA C900, Class 150, DR 18 PVC pipe
- Fittings: Ductile Iron, cement mortar lined per AWWA C110 and AWWA C153 with mechanical joint.
- Gaskets: ASTM F 477, elastomeric seals.
- Chilled Water piping in tunnels and buildings must be sch 40 ductile iron. See steam piping requirements.

PVC Chilled Water Piping (larger than 12"):

- Pipe: AWWA C905, Class 165, DR 25 PVC pipe
- Fittings: Ductile Iron, cement mortar lined per AWWA C110 and AWWA C153
- Gaskets: ASTM F 477, elastomeric seals.
- Chilled Water piping in tunnels and buildings must be sch 40 ductile iron. See steam piping requirements.

Reclaimed Water Piping:

- Reclaimed water pipe 4-inches and larger shall be PVC pipe with push-on type joints conforming to AWWA C900, DR18.
- Pipes shall be restrained by thrust blocks.
- Pipe shall be C900 "Purple" pipe designated for reclaimed water use.

Valves and Fittings – Chilled Water And Domestic Water

- 4" thru 12" pipe: GripRing fittings are not allowed on plastic pipe; use only MEGALUG or mechanical joints. GripRing is allowed on ductile iron pipe.
- Larger than 12" pipe: EBAA Iron Series 2000PV mechanical joint restraint at all fittings and valves.
- Thrust blocks at all fittings and valves
- Valves shall be resilient seat gate valves, 200 PSI working pressure, epoxy coated inside and out with non-rising stem suitable for buried installation.
- Valves shall be American Flow Control, Series 2500. All buried valves shall have a 2-inch operating nut.
- Valve boxes shall be ASTM Class 30 Gray Iron, Stamped "Water." E. Valve boxes must be rated domestic or better for hard surface areas. Import valve boxes will be allowed in landscape areas.
- Fittings shall be ductile iron, conforming to AWWA Standard C-110 or C-153. 2.3

Testing

All lines shall be hydrostatically pressure tested by the Contractor. The Contractor shall arrange to have appropriate inspectors and UI personnel present to conduct and observe the pressure tests.

All water mains and appurtenances shall be tested in sections of convenient length under a hydrostatic pressure equal to the larger of (1) one and one-half (1 1/2) times the local operating pressure or, (2) the local operating pressure plus surge pressure. In no case, shall the test pressure be less than two hundred (200) psi.

An initial pressure and leakage test shall be conducted as soon as possible, but not until sufficient backfill has been placed, or other effective means have been provided, to prevent the movement of the pipe.

Disinfection

All water lines and appurtenances shall be disinfected and flushed by the Contractor according to Section 401, paragraph 3.9 of the ISPWC manual. The Contractor shall cooperate and coordinate with the UI Facilities Water System Manager for this operation.

Should the initial treatment result in an unsatisfactory bacteriological test, the original chlorination procedure will be repeated by the Contractor until satisfactory results are obtained. Failure to get a satisfactory test shall be considered as failure of the Contractor to keep the pipe clean during construction, unless it can be established that proper chlorination of the main was not achieved. Re-chlorination of the main due to failure of the Contractor to keep the pipe clean during construction shall be at the Contractor's expense.

### **33 30 00 Sanitary Sewerage**

#### **Permits**

Connection of any sanitary sewer lines to main branches operated by the City of Moscow will require a City of Moscow sewer tap connection permit and fee. Verify all locations of City of Moscow sewer branches with the Facilities Water Systems Manager.

All sewer lines must be inspected by camera after installation to verify proper installation and cleaning of debris. The UI Water Systems Manager shall witness the camera inspection or be provided with video before Owner acceptance.

### **33 40 00 Stormwater Utilities**

Storm Sewer piping and drainage shall conform to the applicable sections of the Idaho Standards for Public Works Construction (ISPWC), Section 601.

Storm sewer pipe, pressure or gravity pipe having less than two (2) feet of cover shall be Ductile Iron according to the requirements of AWWA C151; or PVC, meeting the requirements of AWWA C900. Gravity storm sewer pipe having more than three (3) feet of cover may be PVC, conforming to ASTM D3034, SDR 35, with push-on joints.

All stormwater lines must be inspected by camera after installation to verify proper installation and cleaning of debris. The UI Water Systems Manager shall witness the camera inspection or be provided with video before Owner acceptance.

Catch basins will have approved traffic rated lids or grates in all locations.

The contractor will be required to monitor site erosion and dewatering systems to ensure that no sediment-laden runoff is entering into existing catch basins or into the campus stormwater drainage system. Provide sediment traps, protection and silt-fencing as required. Refer to "Division 31 – Earthwork" and "Division 32 – Site Improvements" for additional information.

### **33 50 00 Gas Utilities**

Natural gas for the university's energy plant is purchased directly from IGI Resources. Gas is primarily used as a backup for the wood chip fuel during boiler maintenance or periods of high energy demands.

Natural gas is also purchased from Avista Utilities for buildings not served by the energy plant and/or for accessory uses around campus (i.e., emergency generators). Avista Utilities maintains the gas lines up to the building service meter and is the governing authority for natural gas piping installation in UI buildings. The contractor shall coordinate all testing and inspection through Avista.

### **33 60 00 Steam Utilities**

Steam, chilled water, and compressed air are produced at the District Energy Plant on campus.

All new work or modifications to the steam or chilled water distribution systems shall be coordinated with and approved by the Steam Plant Manager.

#### **Tunnels and Utilidors**

All new steam lines must be run in concrete service tunnels or utilidors. Service tunnels of at least 6'-0" in height are preferred. Direct-buried steam lines are not allowed unless otherwise authorized by Utilities and Engineering Services.

#### **General**

Slope steam condensate piping 1 inch per 40 feet (0.25 %) towards the condensate receiver and steam pipe 1 inch per 20 feet towards the steam boiler or steam trap. Provide drip trap assembly at low points and before control valves. Run condensate lines from trap to nearest condensate receiver. Provide loop vents over trapped sections.

Where condensate is required to be pumped, any pipes filled with pumped condensate (sloped towards pump station) shall be stainless steel to mitigate corrosion.

#### **Low Pressure Steam Piping and Steam Vent Piping**

Pipe up to and including 2 inch:

Steel: ASTM A53; schedule 40; black; ASTM A234 forged steel fittings; Class 125; threaded joints

Pipe over 2 inch:

Steel: ASTM A53; Schedule 40; black; ASTM A234 forged steel fittings; Class 150; welding type

#### **Low Pressure Steam Condensate Piping**

Pipe up to and including 2 inch:

Steel: ASTM A53; schedule 80; black; ASTM A234 forged steel fittings; Class 125; threaded joints (Provide schedule 40, 304SS condensate piping where required.)

Pipe over 2 inch:

Steel: ASTM A53; Schedule 80; black; ASTM A234 forged steel fittings; Class 150; welding type (Provide schedule 40, 304SS condensate piping where required.)

#### **Medium Pressure Steam and Steam Condensate Piping**

Pipe up to and including 2 inch:

Steel: ASTM A53; schedule 80; black; ASTM A234 forged steel fittings; Class 300; threaded joints (Provide schedule 40, 304SS condensate piping where required)

Pipe over 2 inch:

Steel: ASTM A53; Schedule 80; black; ASTM A234 forged steel fittings; Class 300; welding type



**Gaskets****Manufacturers:**

Flexitallic

**Construction:**

Spiral wound metal gaskets suitable for joint type, system temperature and pressure

**Valves**

All valves must be steam rated.

**Manufacturers:**

- Hammond
- Milwaukee
- Nibco
- Stockham

**Gate Valves - Low and Medium Pressure Service:**

Up to and including 2 inch: MSS-SP80; bronze body; bronze trim; rising stem; union bonnet; solid wedge disc; gland packed; malleable or ductile iron hand wheel; threaded ends; Class 125 for 80 psi and below; Class 150 for systems greater than 80 psi.

Over 2 inch: MSS-SP70; iron body; bronze trim; OS and Y pattern; bolted bonnet; solid wedge disc; gland packed cast iron handwheel; flanged ends; Class 125 for 80 psi and below; Class 250 for systems greater than 80 psi.

**Globe Valves - Low and Medium Pressure Service:**

Up to and including 2 inch: MSS-SP80; bronze body; bronze trim; solid wedge disc; malleable or ductile iron hand wheel; threaded ends; Class 125 for 80 psi and below; Class 150 for systems greater than 80 psi.

Over 2 inch: MSS-SP70; iron body; bronze trim; OS and Y pattern; bolted bonnet; solid wedge disc; gland packed cast iron handwheel; flanged ends; Class 125 for 80 psi and below; Class 250 for systems greater than 80 psi.

**Swing Check Valves - Low and Medium Pressure Service**

Up to and including 2 inch: MSS-SP80; bronze body; bronze trim; stainless steel pin; bronze seat and Teflon disc; threaded ends; Class 125 for 80 psi and below; Class 150 for systems greater than 80 psi.

Over 2 inch: Iron body, bronze trim, stainless steel pin; renewable disc and seat; flanged ends; Class 125 for 80 psi and below; Class 250 for systems greater than 80 psi.

**Valve Selection**

Gate Valves: Infrequent (used only for equipment replacement or other, non-scheduled maintenance) shut-off service and to isolate equipment, parts of systems or vertical risers.

Globe Valves: Frequent (used as part of a routine maintenance program or for seasonal changes in system operation) shut-off, throttling and bypass service including manual flow control services

**Steam Traps****Manufacturers:**

TLV (no substitutions)

**33 70 00     Electrical Utilities****General**

The University of Idaho purchases electricity from Avista Utilities via two metered feeds at the edge of campus, which is then distributed through the UI owned and maintained 13,200V distribution system.

All medium voltage connections (600V and under) will be completed by the contractor and that work shall be defined and included in the construction documents. All 13,200V connections will be contracted separately by the University of Idaho to one of the pre-qualified electrical contractors capable of doing that work.

**Pre-Qualified 13,200V Installers:**

1. Wilson Construction Company, Shop E. 2121 Springfield, Spokane WA, 99292.
2. International Line Builders, 2015 Delta Drive, Nampa, ID 83687
3. Arc Electric, 5524 N Julia St, Spokane, WA 99217
4. Colvico Electric, 2812 North Pittsburg Street, Spokane, WA 99207
5. Power City, 3327 E. Olive Avenue, Spokane, WA 99202

The UI PM and DP are required to account for Owner contracted 13,200V work in the project budget and project scheduling.

**Standards**

All underground electrical utility work on the UI campus shall adhere to the "Electrical Distribution Underground Construction Standards", current edition, as published by Avista, Distribution Design, P.O. Box 3727, Spokane, WA 99220-3727.

All overhead electrical utility work on the UI campus shall adhere to the "Electrical Distribution Overhead Construction Standards", current edition, as published by Avista, Distribution Design, P.O. Box 3727, Spokane, WA 99220-3727.

**Buried Ductbank**

Provide underground warning tape; 4" wide plastic tape, detectable type, colored red with suitable warning legend describing buried electrical lines.

Exterior buried conduit and ductbank containing transformer primary and secondary circuits of 208V or higher shall be encased in concrete.

Exterior buried conduit and ductbank containing medium voltage circuits (600V to 25,000V) shall be encased in RED concrete.

Install duct with minimum slope of 4 inches per 100 feet (0.33 percent). Slope duct away from building entrances.

Provide minimum 3" concrete cover at bottom, top, and sides of ductbank

**Shut Downs**

All electrical service disruptions and shut downs must be coordinated in advance with the UI CM and the UI Electrical Shop. Shut downs that will impact occupied spaces, adjacent buildings, or campus neighborhoods must be coordinated **at least three weeks in advance**. Many buildings on campus contain on-going research that can be critically impacted by a prolonged electrical outage. The UI

requires time to make alternate accommodations as may be required. All major electrical shut downs will typically be scheduled to occur early in the morning on weekends to minimize impacts to the campus.

### **Safety Program**

The UI has adopted a Hazardous Energy Control (Lock Out/Tag Out) program. A copy of the program will be provided to the contractor on each project. The contractor must comply with this program. If the contractor has their own Lock Out/Tag Out program in place, this program may be submitted to the UI for review and approval.

## **33 80 00      Communication Utilities**

Refer also to "Division 27 – Communications" for additional information regarding UI Structured Cabling standards.

### **Trenching**

Provide a minimum of 24" cover over buried communication conduit and/or ductbank.

### **Conduit / Ductbank**

Minimum 3" HDPE: JM Eagle Schedule 80 or UI ITS approved equal

The number and size of conduits shall be coordinated with UI ITS and/or the communications utility.

Multiple groups of conduits (ductbank) and/or main utility fiber feeds to campus shall be encased in concrete at the direction of UI ITS.

Provide a buried tracer wire above all conduit runs or ductbank. Terminate in each handhole using triple nut anchorage. Provide 12-gauge solid copper with thermoplastic insulation.

### **Handholes**

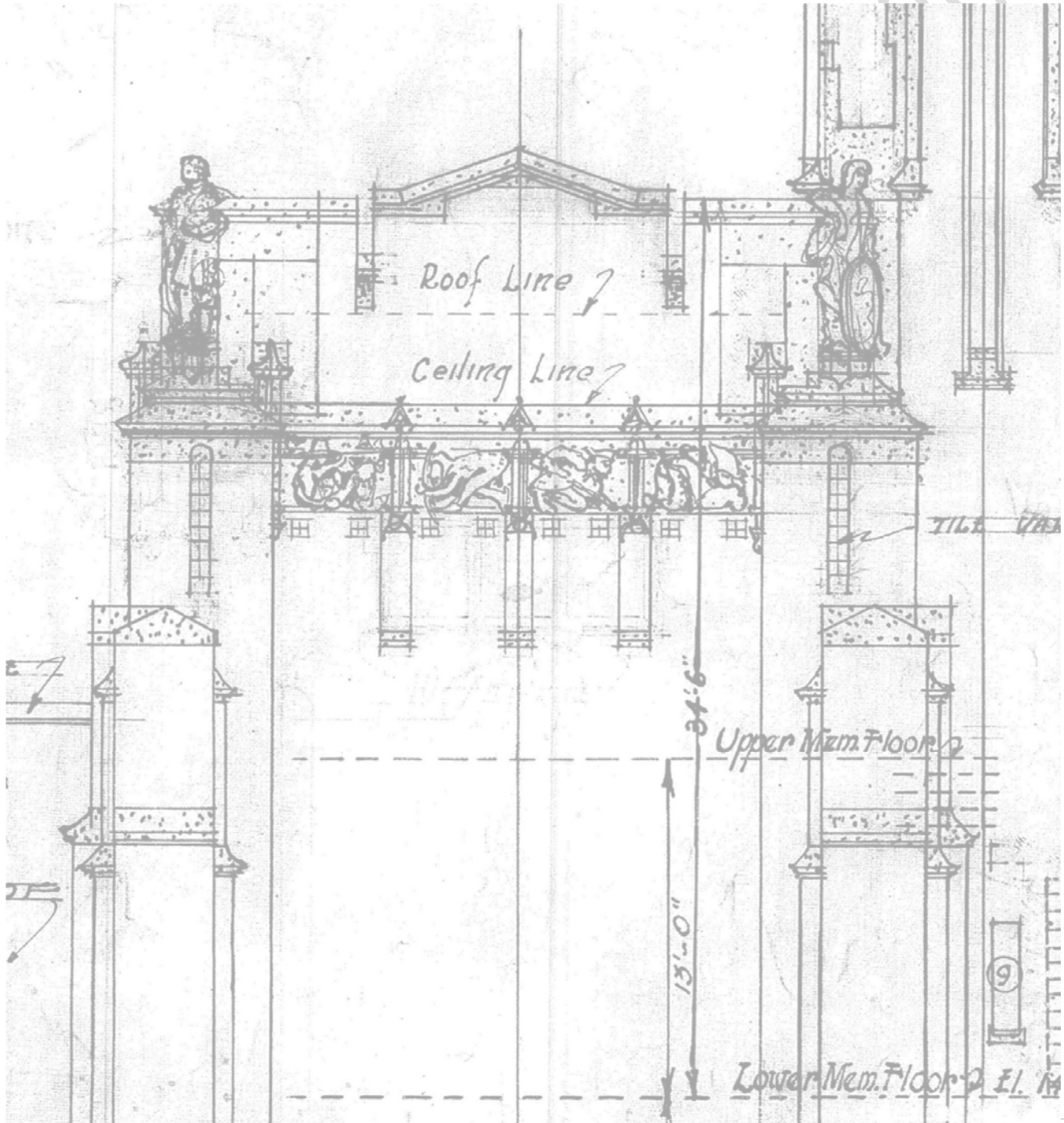
Handholes shall be a minimum of 24"x36" and should be located within 5' of buildings. Handholes shall be Hubbell Power Systems PG2436BA24 or approved equal. Lids to be labeled: "COMMUNICATION".

Larger vaults may be required at ductbanks with multiple communication lines and/or where fiber runs require wider sweeps and/or more slack cable. Coordinate all requirements with ITS.

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## APPENDIX A

### SAMPLE FORMS AND DOCUMENTS



**(SAMPLE)**  
**AMENDMENTS TO STANDARD FORM OF AGREEMENT**  
**BETWEEN OWNER AND ARCHITECT**

This document supplements, modifies, changes, and adds to the STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, AIA Document B101 (2017 Edition) for the Project entitled “**(Insert Project Name Here)**”. The Articles and Paragraphs set forth in these Amendments correspond to the Articles and Paragraphs in the Agreement. Where any Article, Paragraph, Subparagraph or Clause of the Agreement is modified or deleted by these Amendments, the unaltered provisions of the Article, Paragraph, Subparagraph or Clause remain in effect.

**At Page 1:**

- (a) Delete "Architect's client identified as the".
- (b) Insert "and" between "legal status" and "address" and delete "and other information" in the two (2) locations where it appears.

**ARTICLE 2**  
**ARCHITECT'S RESPONSIBILITIES**

**2.2** Delete this paragraph and substitute therefor the following:

Services provided by the Architect will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Moscow, Idaho, region. Upon request of the Owner, the Architect shall submit for the approval of the Owner a schedule for the performance of the Architect's services which, upon written agreement of the Owner and Architect, may be adjusted as the Project proceeds, and shall include allowances for periods of time required for review by the Owner and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

**2.3** Delete this paragraph and substitute therefor the following:

The Architect shall designate in writing one person who shall be the Project Architect and have express authority to bind the Architect on all matters ("Architect's Representative"). Prior to the initial appointment and any substitute appointment of the Architect's Representative, the Architect shall identify the proposed Architect's Representative to the Owner and obtain the Owner's approval. The Owner has the right to reject any proposed Architect's Representative, or to require the Architect to remove any existing Architect's Representative and appoint a substitute Architect's Representative. Upon reasonable notice to the Architect's Representative, the Owner may require the Architect's Representative to attend such meetings as the Owner may determine. The services of the Project Architect are included within the Basic Services of the Architect, and are not Additional Services.

**2.5** Delete the sentence, "If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the architect as set forth in Section 11.9."

**2.5.1** Delete this paragraph and substitute therefor the following:

**COMPREHENSIVE GENERAL LIABILITY.** The Architect shall maintain such comprehensive general liability insurance (including broad-form contractual liability and completed operations, explosion, collapse and underground hazards) in the amount of one million dollars (\$1,000,000) covering personal injury, bodily injury, and property damage.

**2.5.2** Delete this paragraph and substitute therefor the following:



COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE. The Architect shall maintain Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of one million dollars (\$1,000,000) covering personal injury, bodily injury, and property damage.

**2.5.4** Delete this paragraph and substitute therefor the following:

WORKER'S COMPENSATION. The Architect shall maintain workers' compensation insurance in the amount of the statutory maximum and employer's liability insurance of at least five hundred thousand (\$500,000) and comply in all respects with regulations concerning the employment of labor required by any duly constituted authority having legal jurisdiction over the area in which the work is performed.

**2.5.5** Delete this paragraph and substitute therefor the following:

PROFESSIONAL LIABILITY. The Architect shall maintain professional liability (errors and omissions) insurance in the amount of one million dollars (\$1,000,000) with all coverage retroactive to the earlier of the date of this Agreement or the commencement of Architect's services in relation to the Project. Said insurance shall cover personal injury, bodily injury, and property damage. Such coverage shall be maintained for a period of three (3) years after the date of final payment.

**2.5.6** Delete this paragraph and substitute therefor the following:

FORCE AND EFFECT. All insurance required by this Agreement shall be maintained in full force and effect in a company or companies reasonably satisfactory to the Owner and shall be maintained at the Architect's expense. All insurance except Professional Liability shall name "the State of Idaho and The Regents of the University of Idaho and their agents, employees, and assigns" as additional insureds and shall contain a clause requiring written notice to the Owner thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Certificates of insurance and additional insured endorsements shall be supplied contemporaneously with the execution and delivery of this Agreement. The certificates and endorsements shall evidence compliance with all provisions of Paragraph 12.1. Copies of actual insurance policies shall be provided upon request of Owner.

**2.5.8** Delete this paragraph and substitute therefor the following:

NOTICE. The Architect and the Architect's Consultant shall: (a) notify the Owner and the Owner's insurers in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the Owner and/or the Owner's insurers in the defense of such injury or claim; and (c) take no steps (such as admission of liability) which will prejudice the defense of the claim or otherwise prevent the Owner from protecting the Owner's interests.

**2.6** Add new paragraph 2.6:

CONFIRMATION NOTICES: The Architect shall provide a written record of all meetings, discussions, verbal directions, telephone conversations, etc., attended by the Architect or his representatives on significant matters relating to the successful completion of the Project. These records shall fully identify all participating personnel, subjects discussed, and any conclusions reached. The Architect shall forward to the Owner copies of the conference minutes. Forwarding shall be done as soon as possible, but not later than five working days after the conference. Distribution of these minutes will be made by the Owner.

**A. ARTICLE 3**

**B. SCOPE OF ARCHITECT'S BASIC SERVICES**

- 3.2.4** (a) Delete "Owner's approval," and insert in lieu thereof "for submission to and review by the Owner,"  
 (b) Delete the period at the end of the sentence and insert the following in lieu thereof: "; provided, that the Owner's review of the Architect's design documents shall not be for the purpose of determining the accuracy, adequacy or completeness of such documents and shall not alter the Architect's



responsibilities hereunder with respect to such documents."

- 3.3.1** (a) In the first sentence delete the words "approval" and insert in lieu thereof "review"; and,  
 (b) Delete the period at the end of the sentence and insert the following in lieu thereof: "; provided, that the Owner's review of the Architect's design documents shall not be for the purpose of determining the accuracy, adequacy or completeness of such documents and shall not alter the Architect's responsibilities hereunder with respect to such documents. ".

**3.3.4** Add a new paragraph 3.3.4:

3.3.4.1 When appropriate, drawings at the design development level shall include:

1. Dimensional floor plans with functional arrangement of all areas, including exits and utility spaces properly related to exterior access roads, parking, service areas, etc. Special emphasis shall be placed on indicated items involving special design and/or deviations from accepted standards.
2. Mechanical equipment, heating, and plumbing drawings shall provide for the location and space requirements for all major items of mechanical equipment and shall show major ductwork and plumbing runs with sizing.
3. Electrical drawings shall provide for service entrance and distribution arrangement. Cable sizes and the switch and panelboard descriptions are required. Proposed switches, fixtures, and outlets shall be included.
4. Elevations shall be included as required to describe the work in this design.
5. A sufficient number of sections shall be provided as necessary to describe the design.
6. Typical wall sections to include materials, dimensions, and thickness of facing materials shall be furnished.
7. Roof Plans shall be included as necessary.
8. Clear indication of all required controlling dimensions shall be shown.
9. Sufficient detail shall be shown to clearly indicate that mechanical, plumbing and HVAC systems have been provided for.

**3.3.6** Add a new paragraph 3.3.6 as follows:

COMPLIANCE: Documents produced by the Architect in relation to the Project shall comply with applicable laws, statutes, ordinances, codes, orders, rules, and regulations. The Architect will coordinate and reconcile all major building code and fire apparatus access issues with the Division of Building Safety, the State Fire Marshall, and all Authorities Having Jurisdiction prior to the completion of the Design Development Phase.

- 3.4.1** (a) Delete "approval" at the end of the first sentence and insert in lieu thereof "review"; and  
 (b) Delete the period at the end of the first sentence and insert the following: "; provided, that the Owner's review of the Architect's design documents shall not be for the purpose of determining the accuracy, adequacy or completeness of such documents and shall not alter the Architect's responsibilities hereunder with respect to such documents."

**3.5.1** In the second sentence delete "Following the Owner's approval of the Construction Documents".

**3.6.4.6** Add a new paragraph 3.6.4.6 as follows:

CODE REVIEW: The Architect shall prepare drawings and specifications for a preliminary code review by the Division of Building Safety and authorities having jurisdiction, and shall participate in the code review. The Architect shall coordinate the code review with the Contractor.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**5.1** Delete this paragraph and substitute therefor the following: "The Owner shall provide such timely information as may be reasonably necessary for the Architect to perform Architect's services."

**5.3** In the first sentence, delete "act on the Owner's behalf" and insert in lieu thereof "represent the Owner".

**5.16** A new paragraph 5.16 is added as follows:

The Owner may have furnished some information regarding the physical characteristics of utility locations for the Project site including, possibly, geotechnical surveys and above ground site surveys. The Owner does not assume any responsibility regarding any surveys, test borings, or other investigations regarding the site, and makes no warranty or guaranty regarding the site conditions. The Architect shall make such site investigations as the Architect deems necessary and shall make available to the Owner and Contractor all reports of such site investigations.

**5.17** A new paragraph 5.17 is added as follows:

Architectural and Engineering Services, University of Idaho, Moscow, Idaho is responsible for the administration of this Agreement with the Architect. No change shall be made in the provisions of the contract without written authorization by the Department of Architectural and Engineering Services.

## **ARTICLE 7 COPYRIGHTS AND LICENSES, SPECIFICATIONS AND OTHER DOCUMENTS**

In the title, insert "DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS".

**7.2** Delete this paragraph and substitute therefor the following:

The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to the Project, and the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. Notwithstanding the foregoing, the Owner shall have a non-exclusive license of indefinite duration to use the Architect's Drawings, Specifications and other documents for additions to this Project, completion of this Project by others, and other university purposes. Use of said Drawings, Specifications and other documents for additions to this Project or for other University purpose (excluding completion of this Project by others) shall be at the Owner's sole risk, and the Owner shall indemnify and hold harmless the Architect from liabilities arising from the Owner's use thereof with respect to additions to this project or other university purposes (excluding completion of this Project by others).

**7.3** This paragraph is deleted.

**7.3.1** This paragraph is deleted.

**7.4** This paragraph is deleted.

## **ARTICLE 8 CLAIMS AND DISPUTES**

Article 8 is deleted in its entirety and a new Article 8 is substituted therefor as follows:

**8.1** **MEDIATION.** Disputes arising between the Owner, Architect, Contractor, Subcontractor or Supplier, under the Contract Documents, this Agreement or relating to or arising from the Project may, at the sole discretion of the Owner, be mediated as follows:

- 8.1.1** APPOINTMENT. If Owner decides that a dispute should be mediated, Owner, Architect and Contractor shall mutually select a mediator ("Mediator").
- 8.1.2** REFERRAL OF DISPUTE. If the Owner, Architect or Contractor, with or without the informal assistance of the Mediator, are unable to resolve any dispute, the Owner may refer the dispute to the Mediator, in writing, for resolution pursuant to the methods and procedures then in effect. The Architect consents to joinder to any mediation involving the Owner and Contractor and the Contractor consents to joinder to any mediation involving the Owner and Architect.
- 8.1.3** ADMINISTRATIVE SESSION. Upon the reference of a dispute by the Owner, the Mediator shall conduct an initial administrative conference with the parties to establish a plan of action for the review and analysis of the dispute and the agenda and schedule for undertaking the process.
- 8.1.4** DISPUTE RESOLUTION SERVICES. The services to be performed by the Mediator, depending upon the nature of the dispute, shall generally include (i) identification, receipt and organization of relevant documentation; (ii) preliminary issue identification, review and evaluation; (iii) interviews with Project personnel and other necessary individuals who are knowledgeable about the problem and issues in dispute; (iv) joint meetings with the Owner, Architect and/or Contractor to present key issues; (v) additional document acquisition, interviews, preliminary issue evaluation; (vi) meeting with the Owner, Architect and/or Contractor to present a draft report of the Mediator's assessment of the dispute including a range of recoverable damages; (vii) review of submissions of clarifications and rebuttal from the parties in preparation of a final report; and (viii) meeting with the parties for presentation of the Mediator's final report and for one or more settlement conferences.
- 8.1.5** INFORMAL RESOLUTION. During the time any dispute is pending, the Mediator may meet informally with any party in an effort to achieve agreement on any aspect of the dispute.
- 8.1.6** FINAL REPORT. As part of the evaluation performed by the Mediator in connection with any dispute, the Mediator will issue a final written report within 5 business days after referral of the dispute to the Mediator by any party, including guidance to the parties on measures that could be successful in eliminating similar disputes from occurring in the future.
- 8.1.7** COMPENSATION. The Owner, Architect and Contractor shall share the Mediator's fees and costs equally. Each party shall be responsible for its own attorneys fees and costs, if any, related to the mediation process.
- 8.2** RESOLUTION OF CLAIMS AND DISPUTES -- LITIGATION OR ARBITRATION. If the dispute cannot be resolved pursuant to Paragraph 8.1, then the dispute shall be decided as follows: (a) unless elected by Owner, by a court of competent jurisdiction located in Latah County; (b) if elected by the Owner, at the Owner's sole discretion, by arbitration (to be conducted at a location selected by the Owner) pursuant to the rules of the American Arbitration Association. The Architect consents to joinder to any arbitration involving the Owner and Contractor and the Contractor consents to joinder to any arbitration involving the Owner and Architect.
- 8.3** ATTORNEY FEES. Except as provided in paragraph 8.1.7, in the event a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including reasonable attorney fees, at trial and on appeal. A party shall be deemed a prevailing party only if it prevails on the main issue in the action or suit and only if it prevails substantially to the extent of its original contention.

## ARTICLE 9 TERMINATION, SUSPENSION

- 9.1** This paragraph is deleted and a new paragraph 9.1 is substituted therefor as follows:

Either party may terminate this Agreement at any time for any or no reason by providing written notice of such termination. Such termination shall not limit any right of remedy available to the Owner or Architect at law or in equity under this Agreement, including, without limitation, the right to collect damages and seek injunctive relief.

**9.2** In the first sentence, insert "through no fault of the Architect," immediately following "Project".

In the second sentence, delete "expenses" and insert in lieu thereof "direct expenses reasonably".

**9.10** A new paragraph 9.10 is added as follows:

If the Owner fails to make payment when due for services and expenses, the Architect may, upon fourteen days written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within fourteen days after the notice is received by the Owner, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall not have liability to the Owner for delay or damage caused the Owner because of such suspension of services.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**10.4** At the end of this paragraph, a new sentence is added as follows: "The Owner is not obligated, required or responsible for determining whether the Work is constructed in accordance with the Plans and Specifications in a good and workmanlike manner and in conformity with good construction and engineering practice."

**10.5** This paragraph is deleted and a new paragraph 10.5 substituted therefore as follows:

Except as noted in Section 2.2, nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**10.6** This paragraph is deleted and a new paragraph 10.6 substituted therefore as follows:

Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

**10.7** In the first sentence, delete the first word "The" and insert ", Subject to the Owner's prior review and written approval thereof, the".

In the last sentence, delete "shall" and insert in lieu thereof "may, in its sole discretion,".

**10.10** A new paragraph 10.10 is added as follows:

NOTICE. Any notice under this Agreement shall be in writing and shall be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

OWNER:	The Regents of the University of Idaho Vice-President of Finance & Administration University of Idaho Moscow, ID 83844-3168 Phone: (208) 885-6174 Fax: (208) 885-5504
--------	--

ARCHITECT:	(Name of Design Professional Representative)
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(Name of Design Professional Company)  
 (address).  
 (city, state, zip)  
 Phone:  
 Fax:

Any notice shall be deemed to have been given on the earlier of (a) actual delivery or refusal to accept delivery, (b) the date of mailing of certified mail, or (c) the day facsimile delivery is verified. Actual notice, however, and from whomever received, shall always be effective.

**10.11** A new paragraph 10.11 is added as follows:

DUPLICATE ORIGINALS: This Agreement shall be signed with two originals. Owner, Architect and Contractor shall each retain an original.

**10.12** A new paragraph 10.12 is added as follows:

CONTRACT CONSTRUCTION. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. If any provision of this Agreement of capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

**10.13** A new paragraph 10.13 is added as follows:

PERFORMANCE EXCUSED. Any prevention, delay or stoppage due to acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes, except strikes, lockouts, or labor disputes, beyond the reasonable control of the party obligated to perform (except for financial ability) shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

**10.14** A new paragraph 10.14 is added as follows:

RELATIONSHIP OF PARTIES. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, employment or agency relationship between the parties. The Architect is acting at all times as an independent contractor.

**10.15** A new paragraph 10.15 is added as follows:

DISCRIMINATION. The Architect agrees not to discriminate against any employee or applicant for employment in the performance of this Agreement with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly relating to employment because of race, sex, color, religion, national origin, disability, ancestry or status as a Vietnam veteran. Breach of this Paragraph shall be regarded as a material breach of this Agreement.

**10.16** A new paragraph 10.16 is added as follows:

CONFIDENTIALITY. The parties agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure and other laws and regulations, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the parties, such agreement not to be withheld unreasonably.

**10.17** A new paragraph 10.17 is added as follows:

**APPROVAL.** This Agreement may be subject to approval by the Regents of the University of Idaho or the Executive Director of the Idaho Board of Education. If the Agreement is subject to such approval and such approval is not granted, this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

**10.18** A new paragraph 10.18 is added as follows:

**USE OF NAME.** Excepted as provided for elsewhere in this Agreement, the Architect shall not, without the Owner's express written consent in each case, which consent will not be unreasonably withheld, use any name, trade name, trademark, or other designation of the Owner (including contraction, abbreviation or simulation) in advertising, publicity, promotional, or any other activities or context.

**10.19** A new paragraph 10.19 is added as follows:

**TIME OF ESSENCE.** Except as otherwise mentioned herein, all times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

## **ARTICLE 11 COMPENSATION**

**11.9** This paragraph is deleted.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

**12.1** A new paragraph 12.1 is added as follows

**INDEMNITY.** The Architect and the Architect's Consultant shall indemnify and hold the State of Idaho and Owner and their employees, and assigns harmless from and against claims, damages, and liabilities (including reasonable attorneys' fees) that may be suffered or incurred and that arise as a direct result of and/or which are caused by the Architect or the Architect's work.

**12.2** A new paragraph 12.3 is added as follows:

**FINANCIAL INFORMATION.** The Architect represents and warrants to the Owner the following: (a) that Architect is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the services required and perform its obligations; (b) that Architect is able to furnish any and all of the plant, tools, materials, supplies, equipment, and labor required to complete the required services and obligations and has sufficient experience and competence to do so; (c) that Architect is authorized to do business in Idaho and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the required services and the Project itself; (d) that Architect's execution of this Agreement and its performance thereof are within its duly authorized powers; and (e) that Architect has visited the Project, familiarized itself with the local conditions under which the required services are to be performed. Architect agrees that the representations and warranties contained in this Paragraph shall survive the execution and delivery of this Agreement.

### **OWNER:**

THE REGENTS OF THE UNIVERSITY OF IDAHO  
Moscow, ID 83844

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_



Brian Foisy, VP, Finance and Administration

**ARCHITECT:**

(Design Professional Name)

(address)

(city, state, zip)

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Design Professional Signatory Authority)

**END OF STANDARD AMENDMENTS TO AIA B101 – 2017**



May 1, 2018

(Insert Contractor Name)  
Address, City, State, Zip  
Phone Number; E-mail

## Facilities

875 Perimeter Drive MS 2281  
Moscow ID 83844-2281

Phone: 208-885-6246  
facilities@uidaho.edu

**RE: (SAMPLE) LETTER CONTRACT**  
(Insert Contractor Name)  
(UI CP Number); (Work Order Number)  
University of Idaho, Moscow, Idaho

This is to inform you that your fees for services for the above referenced project in the amount listed below has been accepted by the project manager. Therefore, Architectural & Engineering Services authorizes you to perform the necessary services for the project.

This document is your **NOTICE TO PROCEED** per the following conditions:

**Please provide the following documents:**

Certificate of Liability Insurance (see Attachment “B”); Idaho Unemployment Insurance and Workmen’s Compensation and State of Idaho W-9 Tax Identification (On file).

**You will be responsible for:**

Providing Contracting Services as described in Attachment "A".

**Schedule:**

The Contractor shall perform basic and any additional services, as expeditiously as is consistent with professional skill, care and orderly progression of the work.

**Compensation:**

Compensation shall be provided on a time and material basis **NOT TO EXCEED (Insert contract amount in words) (\$ insert contract amount in numbers)** unless authorized in writing by the Owner.

Should any additional service be deemed necessary beyond those represented, they will be authorized in writing by the Owner as an amendment to this Agreement.

*For payment send the invoice to: Terri Benscoter; University of Idaho; Architectural & Engineering Services; Moscow, Idaho 83844-2281 (Payment Application form is attached and must be used for payment processing).*

### Project Coordination:

The contact person for coordinating the work for the project is (Project Manager), AES, University of Idaho, Moscow, Idaho (208-885-5495).

If these terms are acceptable, please sign one copy of this letter and return it as soon as possible. Keep the other copy for your information and file. We look forward to working with you in the most expeditious manner.

Sincerely,

Raymond Pankopf, NCARB  
Director, Architectural & Engineering Services

(Insert Contractor Name) Acceptance:

By: \_\_\_\_\_  
(Insert Contractor Name)

Date: \_\_\_\_\_

Attachments

c: Project File, AES Read

ROUGH DRAFT 19 MAY 2020

**(SAMPLE) ABBREVIATED BID PROPOSAL****Project Name****Project Location or Building - 000**

UI PN: CP20XXXX

UNIVERSITY OF IDAHO

Moscow, Idaho

**University of Idaho**Architectural and  
Engineering Services**Bid Opening Location:**

Facilities Maintenance &amp; Operations

875 Perimeter Drive MS2281

Moscow, Idaho 83844-2281

**Bid Opening Date/Time:**

Thursday, (Insert Date / Time)

2:00 p.m.

**BIDDER'S NAME AND ADDRESS:**


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**CONTACT PERSON:** (insert name of UI PM), UI AES, (208) 885-5495

TO: Facilities Architectural &amp; Engineering Services, University of Idaho, Moscow, Idaho

The bidder, in compliance with the Advertisement for Bids for the above-referenced project, having examined the specifications, related documents, and the site of the proposed work, and having become familiar with local conditions surrounding the proposed work, including availability of materials and labor, hereby proposes to perform all work in accordance with the contract documents, within the time limits set therein, and at the prices stated below, which are to cover all expenses incurred in performing the work.

The bidder agrees to complete work on this project per the following schedule:

Pre-Bid Meeting:	(Insert Pre-Bid date and time)
Location:	(insert Pre-Bid location)
Bids Received:	2:00 pm (local time), March 13, 2018
DBS Plan Review Process:	Complete
Issue Notice-to-Proceed to Contractor by:	(Insert anticipated NTP date)

Submittals / Shop Drawing Phase:	(Insert anticipated date range)
On-Site Mobilization:	(Insert anticipated mobilization date)
Construction Period:	?? Calendar Days after On-Site Mobilization (Construction Completion by ???)

The bidder agrees to pay as liquidated damages Five-Hundred and No/100 Dollars (\$500.00) per calendar day of delay thereafter.

Bidder acknowledges receipt of addendum(s) number(s) \_\_\_\_\_.  
(Please list)

**BASE PROPOSAL.** Bidder agrees to perform all of the base proposal work described in the specifications and shown on the plans for the sum of

\_\_\_\_\_. Dollars \$ \_\_\_\_\_  
(Amount shall be shown in both words and figures. If there is a discrepancy, the amount shown in words shall govern.)

**(NO BID ALTERNATES)**

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall remain valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

**SUPPLEMENTARY CONDITIONS:**

1. Following the bid, the University will review the budget, determine the successful bidder and issue a Notice-to-Proceed (N.T.P.) to that contractor.
2. No **Bid Bond** will be required.
3. **Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace.** The bidder shall submit, with the bid proposal, an affidavit certifying his compliance with Idaho Code, Title 72, Chapter 17, requiring the contractor and his subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the contract. (See affidavit form included in bid materials.)
4. **Contract.** The successful contractor shall enter into agreement with the University via a standard Facilities Letter Contract. The contractor shall sign and return the letter contract to the University. In addition, at that time, **the Contractor must provide proof of Idaho Workman's Compensation coverage, Idaho Unemployment Insurance and a copy of the contractor's Certificate of Insurance showing general business liability insurance in the amount of \$100,000, valid in the State of Idaho.** The University will then return an executed copy of the contract to the contractor.
5. **Payment and Performance Bond** shall be secured in the amount of 50% of the contract. The surety of the bond shall be licensed in the State of Idaho.

6. The contractor shall be responsible for obtaining and paying for the building permit and all mechanical and electrical permits from Division of Building Safety. The cost of the permits shall be included in the Base Bid. Information and building permit fee tables can be found at the following:  
<https://dbs.idaho.gov/programs/publicworks/>
7. It is anticipated that there will be pay requests submitted monthly on this project. Monthly progress payments will be made based on completed work in the field as reviewed by the UI Project Manager.
8. 5% retainage will be withheld from each monthly pay application. The contractor may submit a final pay application at the end of the project requesting retainage once all punchlist items are completed, close-out documentation is submitted, and keys and other items are returned to the Owner.

#### IDAHO NAMING LAW

Pursuant to Section 67-2310, Idaho Code, the Idaho Naming Law requires that a general contractor must list the business name and Public Works license number of certain subcontractors in the Bid Form at the time the bid is submitted. The law stipulates that these will be the major mechanical and electrical subcontractors who the general contractor agrees to engage to do the work. **The firms listed below must be those who will actually do the work on site, regardless of contractual considerations between the general contractor and the subcontractors.** If the scope of work does not include mechanical or electrical components, any firm hired to do incidental piping or wiring such as the installation of a temporary service to a job trailer, need not be listed.

The names and address of subcontractors to whom work will be awarded, subject to approval of the Owner and architect, if the undersigned is awarded the contract, are as follows:

Does this project involve plumbing? No \_\_\_\_\_ Yes \_\_\_\_\_

Name of plumbing contractor \_\_\_\_\_

Public Works license number \_\_\_\_\_

Does this project involve hydronic piping? No \_\_\_\_\_ Yes \_\_\_\_\_

Name of hydronic contractor \_\_\_\_\_

Public Works license number \_\_\_\_\_

Does this project involve warm air heating, air conditioning or sheet metal work?

No \_\_\_\_\_ Yes \_\_\_\_\_

Name of heating/cooling contractor \_\_\_\_\_

Public Works license number \_\_\_\_\_

Does this project involve electrical work? No \_\_\_\_\_ Yes \_\_\_\_\_

Name of electrical contractor \_\_\_\_\_

Public Works license number \_\_\_\_\_

The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available.

The contractor certifies by submission of this bid proposal that the products or materials to be furnished as a result of this bid are asbestos free. Projects for which an adequate substitute is not available shall be identified by a separate written statement. The asbestos content shall be given if known and a certification that no known asbestos substitute exists.

The owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.

The undersigned notifies that he is of this date duly licensed as a Public Works Contractor and further that he possesses Idaho State Public Works Contractor's License No. \_\_\_\_\_, and is domiciled in the State of \_\_\_\_\_.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
(City, State)

Respectfully submitted,

\_\_\_\_\_  
Name of Bidder (Company) (Seal, if bid is by a corporation)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

END OF BID PROPOSAL

ROUGH DRAFT 19 MAY 2020



(SAMPLE)  
**UNIVERSITY OF IDAHO**  
**REQUEST for CERTIFICATE of INSURANCE**  
**Page 1 of 2**

**Give this form to your insurance agent / broker**

The organization or individual ("Insured") seeking to negotiate an Agreement or use facilities with the University of Idaho ("Certificate Holder") is required to carry the types and limits of insurance shown in this Request, and to provide Certificate Holder with a Certificate of Insurance.

- Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho  
 Attn: Risk Management  
 875 Perimeter Drive, MS 2433  
 Moscow, ID 83844-2433

- Description area of certificate shall refer to the appropriate Agreement, or Facility Use Agreement, or operations of the Insured.
- All certificates shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All insurers shall have a Best's rating of A- or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.

If Insured is responsible for subcontractors, ISO form CG 2038 0413 shall be used.

- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder's option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured's liability under the terms of the grant or contract.

(SAMPLE)  
**UNIVERSITY OF IDAHO**  
**REQUEST for CERTIFICATE of INSURANCE**  
**Page 2 of 2**

*Required Insurance Coverage.* Insured shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella Liability Insurance. Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Coverage for camp participants shall be included. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- Workers' Compensation. Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
- Professional Liability. Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

*If you have additional questions, please contact:*

Risk Management,  
 University of Idaho.  
 PH (208) 885-6177  
[risk@uidaho.edu](mailto:risk@uidaho.edu)

**(SAMPLE) PRE-BID CONFERENCE AGENDA**

(Insert Date)

**Project Name****Building**

for the

UNIVERSITY OF IDAHO

Moscow, Idaho

UI CP# (insert UI Project No.)

**Attendance:**Persons Present:

(Refer to attached attendance sheet.)

**Project Team Introductions**Design Professional

Name / Title

Phone: 000-000-0000

E-mail: email address

University of Idaho Project Manager

Name / Title

Phone: 000-000-0000

E-mail: email address

University of Idaho Construction Inspector

Name / Title

Phone: 000-000-0000

E-mail: email address

**Description Of The Project:** (Refer to Specification Section 01100 - Summary of Work.)*(Outline project scope and requirements.)***Bid Opening / Bid Proposal:**

Bid Opening is on \_\_\_\_\_ at 2:00pm at Architectural and Engineering Services, 875 Perimeter Drive, Moscow, Idaho 83844. Bring bids to the Facilities front desk prior to 2:00 where they will be time stamped by the attendant.

This project requires a State of Idaho Public Works contractor's license prior to submitting the bid.

A 5% Bid Bond is required to be submitted with each Bid.

Bidders shall take care to fill out the Bid Proposal correctly using verified business names and license numbers.

Make sure to list all Alternates and receipt of addendums.

Make sure to include all required paperwork with the bid. (Bid bond, Power of Attorney, Contractor's

Affidavit Concerning Alcohol and Drug-Free Workplace.)

Each Bid submitted must be good for 30 days after the Bid Opening.

100% Performance and Labor and Materials Payment Bonds are required for this project.

There is **no** federal funding on this project and there are **no** prevailing wage requirements.

**Construction Contract / Duration:**

The Construction Contract time period will be \_\_\_\_\_ calendar days from issuance of the Notice To Proceed. If bids are favorable, the Owner intends to issue the N.T.P as soon as possible.

Contract to be standard AIA contracts with University of Idaho standard modifications as outlined in the Specifications.

Liquidated Damages will be assessed at \$\_\_\_\_\_ per day for not completing work within the 75-day contract period as outlined in the Bidding and Contract Requirements.

The estimated construction cost is \$\_\_\_\_\_ as published in the Ad for Bid.

**Bid Addenda:**

An Addendum will be issues by (insert date) and will include the meeting minutes and the attendance sheet from this Pre-Bid Conference.

**Permits and Inspections:**

The State of Idaho Division of Building Safety requires Building Permits for all University of Idaho (and State of Idaho) projects. The contractor shall include the cost of the permit in the bid, as well as obtain the permit at the necessary time. The fee schedule for building permits can be found at the DBS website.

The Owner / Design Professional has already processed and paid for the plan review with the Division of Building Safety for this project. The drawings are approved and ready for permit application. The Plan Review ID# will be issued to the successful bidder.

The Owner will hire a qualified special testing agency for all required construction testing on the project. (Soils, concrete testing, welds, etc ...)

**Base Bid & Alternates:**

*(Outline Base Bid Scope and any additional Bid Alternates or Unit Pricing.)*

**Project Schedule:**

*(Outline overall schedule and any special requirements.)*

**Construction Laydown and Staging Area:**

*(Design Professional and UI Construction Manage or Project Manager to outline preliminary constraints*

*and requirements for project lay-down and staging area.)*

The construction site and the adjacent staging/storage area must be enclosed by a chain link fence. For smaller projects, or where special conditions exist, this requirement may be waived or modified by written agreement from the UI Project Manager.

**Parking:**

Parking availability is at a premium, and parking enforcement is a critical issue on campus. Violators, including contractors, will be ticketed. Unpaid tickets will be charged to the Contractor.

Construction equipment may be parked within the site confines without a permit.

Construction Permits will be issued to the General Superintendent and the Superintendent for each major subcontractor for their shop pickups. These vehicles must be parked within the site confines or in designated spaces nearby. Construction Permits are issued free by Facilities.

**Questions and/or Discussion:**

*(Document all other questions and discussions raised at the meeting.)*

**Post Meeting Site Walk-Thru:**

*(Document any additional questions and discussions raised at the project site walk-thru.)*

Reported By:

Design Profession Name, Title

cc: Planholder's List  
project file

**END OF PRE-BID CONFERENCE AGENDA**

## (Sample) Pre-Construction Conference Agenda

*(The design Professional shall incorporate the following information, as applicable, into their own outline or office standard meeting agenda format.)*

DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

UI PROJECT NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ARCHITECT/ENGINEER: \_\_\_\_\_

### INTRODUCTION OF THOSE PRESENT

Distribution of the attendance sheet

#### **Project team**

Project Architect (A/E)

Phone \_\_\_\_\_ cell \_\_\_\_\_ e-mail \_\_\_\_\_

Project Manager (UI)

Phone \_\_\_\_\_ cell \_\_\_\_\_ e-mail \_\_\_\_\_

Construction Manager (UI)

Phone \_\_\_\_\_ cell \_\_\_\_\_ e-mail \_\_\_\_\_

Construction Inspector (UI)

Phone \_\_\_\_\_ cell \_\_\_\_\_ e-mail \_\_\_\_\_

Project Manager (Contractor)

Phone \_\_\_\_\_ cell \_\_\_\_\_ e-mail \_\_\_\_\_

Superintendent (Contractor)

Phone \_\_\_\_\_ cell \_\_\_\_\_ e-mail \_\_\_\_\_

### CONTRACT ITEMS

Distribution of the contract package.

**Contract**

The contract amount is \$\_\_\_\_\_

The contract includes Bid Alternates:\_\_\_\_\_

**Notice to Proceed**

The NTP sets the start and completion dates for the contract.

The start date is: \_\_\_\_\_ .

The contract period is: \_\_\_\_\_ calendar days.

The completion date is therefore: \_\_\_\_\_ .

**Liquidated Damages**

The contract provides for liquidated damages at the rate of \$ \_\_\_\_\_ per calendar day.

**Bonds**

If not provided on the Bond and/or Power of Attorney, the name and phone number of a specific person handling inquiries on the Contractor's bonds is required.

**Subcontractors**

The Contractor is required to submit a complete list of subcontractors and suppliers for review by the A/E and the Owner. A copy of the Idaho State Tax Commission Public Works Contract Report is attached to the contract for this purpose.

An updated list is required as additional subcontractors are engaged by the Contractor.

All subcontractors must hold an Idaho Public Works Contractor's License in the proper categories and in sufficient capacity for their work on the project.

**Interpretations of the Contract Documents**

The A/E is responsible for all interpretations of the project plans and specifications. These interpretations are to be completed in writing on the proper forms

**GOVERNING AUTHORITY****Permits and Licenses**

The University has received a plan review approval number from the Idaho Division of Building Safety (DBS). *Verify*. The Contractor is responsible for obtaining and paying for the DBS building permit.

State of Idaho Plumbing and Electrical permits must be secured from DBS by the appropriate subcontractors. Inspections of the plumbing and electrical work must be scheduled through DBS.

CITY OF MOSCOW - The City of Moscow has no permitting or inspection authority on campus. However, the campus branch sewer lines connect to City sanitary and storm sewer mains, and



the City is the governing authority for that work. There is no permit or tapping fee required.

Except for those streets which have been vacated as walkways, all streets on campus are City streets. The City has the responsibility for traffic enforcement, and the City is the governing authority for street ordinances. All cutting and patching, backfill and compaction, traffic re-alignment, use of barricades and flag-persons on City streets must conform to City regulations. The Contractor must obtain the necessary City permits for traffic modifications or street closures. There is no fee.

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) - An EPA NPDES permit must be obtained by the contractor prior to the start of work on any project with a total site, including staging areas, 1 acre or larger. This is commonly known as a Storm Water Pollution and Prevention Plan (SWPPP), and it must document how the site will be configured to preclude any storm water from eroding beyond the site limits.

An EPA Notification of Demolition and Renovation permit must be obtained by the Contractor two weeks prior to the start of any work involving hazardous material abatement or selective demolition. There must be a separate permit for each structure. Application for this permit must be coordinated through the University of Idaho Environmental Health and Safety Office (EH&S).

The Contractor will obtain and pay for all other applicable permits, licenses, fees or other charges.

The Contractor must call for utility locations prior to any excavation.

## **PAYMENTS**

### **Schedule of Values**

The Contractor is required to submit a breakdown of contract values, as they will appear on the Pay Request, for review by the A/E and the Owner. Submit 15 days before the first Pay Request.

The Schedule of Values must include a line item for Project Closeout.

The Schedule of Values must include a line item for Commissioning if the commissioning process is an element of the project documents.

### **Payment Requests**

Payment Requests must be submitted on the standard UI form, unless an alternate is approved in advance. The Schedule of Values must be completed and attached. Do not round off. Carry all figures to two decimal places.

Payment Requests should be submitted to the A/E three working days before the date of the monthly construction meeting. Progress should be estimated to include the work that will logically be complete through the end of the 30-day billing cycle.

The UI has 30 days after the A/E's approval of the Pay Request to make payment.

The Contractor shall not withhold from a subcontractor or supplier more than the percentage withheld on a payment certificate for his portion of the work. Idaho code requires that the Contractor must pay subcontractors and suppliers upon receipt of payment from the Owner.

### **Retainage**

5% of the value of the work will be withheld as retainage.

Retainage is withheld, according to Idaho code, to pay subcontractors, suppliers and labor. It can be released upon receipt of the Closing Documents which include the Release of Liens and the Certificate of Payment of Debts and Claims. Retainage is not withheld to guarantee completion of the work by the Contractor. Therefore, to ensure 100% payment on completed items, the Contractor should include a line item in the Schedule of Values for close-out, clean-up and demobilization.

#### **Off-site Storage**

Payment for materials stored off site will not be allowed. The UI PM may allow payment for off-site storage in certain special case, but this will require prior approval and inspections from UI representatives.

### **POST-BID REQUIREMENTS**

#### **Materials Substitutions**

Materials Substitutions are generally not permitted during the construction phase. Guidelines for the approval of substitutions can be found in the project specifications.

No substituted material will be permitted without an approved Substitution Request.

#### **Construction Schedule**

The Contractor is required to prepare and submit a schedule of construction activities, as they are intended to be completed, for review by the A/E and the Owner. For projects over 1 million dollars, the Contractor is to submit a Critical Path Method (CPM) schedule within three weeks after award of the contract.

The Contractor is expected to continuously update the schedule as work progresses and present it at every monthly meeting. Updates shall consist of showing actual work accomplished against the progress expected, as shown on the approved schedule. No adjustment shall be made to the original timeline except for those adjustments authorized by an approved Change Order or Proposal Request.

#### **Shop Drawings and Other Submittals**

The Contractor should review the project specifications for submittal format and/or any special requirements such as a submittal schedule or log. The following conditions will apply:

- The Contractor should submit shop drawings and other submittals to the A/E as quickly as practical.
- The Contractor is required to review and approve all submittals prior to submitting to the A/E.
- The Contractor should make every effort to submit relevant drawings and/or other submittals as a complete package.
- Allow two weeks, excluding mail time, for the return of approved submittals.
- The Contractor should retain the appropriate number of submittals for use in the M&O Manuals. Photo-copies of an approved original are acceptable. Three copies of the M&O Manuals are required.
- The owner requires one copy of all submittals for review, concurrent with the submittal to the

A/E. The owner does not require Shop Drawings unless requested.

- The total number of copies required is: \_\_\_\_\_ (To be determined at the Pre-construction meeting).

### **Color Selections**

The Contractor should review the project documents to identify all materials and equipment requiring color selections and/or samples.

Final color selections are the responsibility of the UI Project Manager. Selections will be made upon the receipt of all required submittals.

### **Testing Requirements**

The UI will arrange and pay for all required soils, concrete, welding and/or other required testing.

The Contractor must notify the A/E and/or the UI CM adequately in advance of the work requiring testing (minimum 48 hours). An alternate method by which the Contractor schedules directly with the testing agency may be approved by A/E and Owner.

A/E will determine the frequency and types of testing to be performed.

Testing required in the Electrical and Mechanical specification sections are the responsibility of the Contractor. These tests must be scheduled with Idaho DBS inspectors or with the UI Construction Inspector as applicable.

The Testing Agency for this project is: \_\_\_\_\_

### **Contractor's Project Superintendent**

The A/E and/or the Owner may require background information related to the qualifications and suitability of the Contractor's selected Superintendent.

### **Project Inspection**

The Contractor must coordinate all permit inspections with the local DBS Building Inspector.

Day to day inspections will be made by the UI CI and the A/E. The Field Rep will assist the Contractor with site logistics and coordination of construction activities. The site inspections by the UI CI, the UI PM and the A/E do not in any way imply final acceptance of the work in place, unless specifically stated as such in writing.

The Contractor should be aware that IDBS inspectors, the State Fire Marshall, and other State officials may make site visits. In addition, representatives from the various Facilities departments and shops may inspect the work in progress. The Contractor may require a check-in procedure, and in certain situations may require that these visitors be accompanied by the Field Representative.

City and County Building officials do not have jurisdiction on UI projects, except in some special cases such as the Health Department jurisdiction over food service operations.

### **Project Safety**

Project safety is solely the responsibility of the Contractor. However, the A/E and/or the UI representatives will report instances of unsafe work practices to the Contractor and, in the case of

imminent danger, will immediately stop work until the situation is rectified.

The Contractor is required to hold mandatory weekly safety meetings for all personnel employed on the job-site. The Owner requires a copy of the sign-in sheet or agenda as proof of this meeting.

## CHANGES TO THE CONTRACT DOCUMENTS

### Change Orders

All changes to the contract must be authorized by a Change Order. All Change Orders must correspond to an A/E issued Proposal Request and/or Construction Change Directive (CCD).

### Proposal Request

Change items must be initiated by the A/E issuance of a Proposal Request (PR). If the Proposal Request constitutes a change in scope, the UI Project Manager must approve the PR before it is issued to the Contractor by the A/E.

### Construction Change Directive

A Construction Change Directive (CCD) may be used as a method of gaining quicker approval for change items. The A/E can issue a CCD for minor changes, and the work in question may proceed. Subsequent pricing of the CCD must be approved by the A/E, and the amount of the CCD will be included in the next Change Order much as a Proposal Request would be.

### Supplemental Instruction

The A/E may issue a Supplemental Instruction (SI) to make minor, no-cost changes. SI's require the A/E and the Contractor's signature. By signing, the Contractor is indicating his agreement that the changes included are no-cost changes. Failure to sign within 21 days constitutes acceptance of the SI.

In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials, equipment and subcontracts. In no case will a change involving over \$1,000 be approved without such itemization.

Contract time extensions or deletions must be requested as a Proposal Request, and must be approved as a component of a Change Order. No adjustment of the contract time and no modification to the project schedule may be made except through this process.

## RECORD DOCUMENTS

### Record Drawings

The Contractor is required to keep a clean set of contract plans and specifications, marked-up with all changes during the course of construction.

The A/E is required to review the drawings at the monthly construction meeting.

At the project completion, these as-built documents must be submitted to the A/E for review and approval. Submission of these documents is a component of the close-out process.

### Maintenance and Operations Manuals

The Contractor is required to prepare and submit manuals containing maintenance, operation,

product, technical, warranty and certification information for materials and equipment used in the project. Three copies are required. The Contractor should check the project specifications for specific requirements on content and format.

The M&O Manuals must be submitted to the A/E at the end of the project. Final acceptance requires the approval of the A/E and the UI Project Manager prior to final payment.

## PROJECT CLOSEOUT

### Certificate of Substantial Completion

- The Contractor should conduct a preliminary inspection to verify the status of his work and that of his subcontractors. The Contractor shall then notify the Architect in writing that the project is complete and ready for final inspection. This notification must also include a list of any items known to be incomplete.
- The A/E will schedule a Substantial Completion inspection as soon thereafter as possible. The Project Manager and other UI representatives will submit a list of concerns to the A/E prior to the inspection, or they will accompany the A/E on the inspection.
- The issuance of the Certificate of Substantial Completion, signed by the A/E, represents the actual completion date with respect to the contract time period. The Contractor is to sign the Certificate and send it to the UI Project Manager within three days of receipt.
- A list of items requiring completion or correction must be attached to the Certificate. Record Drawings, M&O Manuals, warranties, and other close-out documentation, not submitted at the time of Substantial Completion must be included in the list. Under no conditions will the Contractor be given more than 30-days to complete the list.
- Failure to complete the items on the punch list within the time stated on the Certificate will be considered a violation of the contract.
- The issuance of the Certificate of Substantial Completion starts the warranty periods, except for those items on the punch list. The Owner's insurance coverage begins at this point also.
- Substantial Completion won't be awarded until the DBS inspector can issue the Certificate of Occupancy or Certificate of Completion.

### Project Closeout Requirements

- Record Drawings must be submitted and approved.
- M&O Manuals must be submitted and approved.
- All product and equipment warranties must be submitted.
- A statement of the Contractor's one year warranty of materials and workmanship must be submitted.
- UI maintenance and operation training must be completed and signed off.
- The A/E's final acceptance letter/checklist must be submitted to the UI Project Manager.
- The forms, Consent of Surety, Release of Claims, and Affidavit of Payment of Debts and Claims, must be executed and submitted.

- A final Payment Request, requesting 100% payment, may now be made. A separate Payment Request is required for release of retainage.

**MISCELLANEOUS ITEMS****Meetings**

Monthly project meetings are required. These meetings are to be set up, chaired and recorded by the A/E. Minutes will be sent to all parties concerned no later than 10 days after the monthly meetings. Approval of these minutes will take place at the next meeting. A prepared agenda is to be used.

Pre-installation Conferences are required prior to the start of significant elements of the work on major capital projects. They are encouraged on all projects. The required Pre-installation Conferences will be determined by the PM and/or the consulting A/E. Typical examples could include utilities, CIP concrete, concrete flatwork, steel erection, masonry, mechanical installations, paint and roofing.

Weekly subcontractor coordination meetings are encouraged at the discretion of the Contractor. The UI CI and/or UI CM may attend.

**Parking**

Parking availability is at a premium, and parking enforcement is a critical issue on campus. Violators, including contractors, will be ticketed. Unpaid tickets will be charged to the Contractor.

Construction equipment may be parked within the site confines without a permit.

Construction Permits will be issued to the General Superintendent and the Superintendent for each major subcontractor for their shop pickups. These vehicles must be parked within the site confines or in designated spaces nearby. Construction Permits are issued free by Facilities.

All other employees may park in the limited free spaces around campus, or they may purchase monthly parking permits from Parking Services.

**Fences and Barricades**

The construction site and the adjacent staging/storage area must be enclosed by a chain link fence. For smaller projects, or where special conditions exist, this requirement may be waived or modified by written agreement from the UI Project Manager.

All barricades and temporary barriers must be hard, constructed type. Sandwich boards, saw horses, plastic construction fence and tape or ribbons are not acceptable barriers.

All signs and traffic control devices used for street work must conform to DOT requirements. Flag Persons must be employed during any work which encroaches into any drive lane. Flag Persons must wear an orange vest and hard hat.

The movement of all equipment and delivery vehicles through campus, and any construction activity that takes place outside the site confines, must be accompanied by a spotter on foot.

**Temporary Utilities**

The Contractor may make connection to the campus steam distribution system, and may use



campus steam for temporary heat if practical. There is no charge for the steam. Connections must be made under the supervision of UI Facilities personnel, and provisions must be made to return the treated condensate to the campus system.

The Contractor may make connection to the campus domestic water system, and may use campus water for construction purposes. There is no charge for the water. Connections must be made under the supervision of UI Facilities personnel, and a reduced pressure (RP) backflow preventer must be used on each connection.

The Contractor may make connection to the campus electrical distribution system, and may use campus power for construction purposes. There is no charge for the electricity. Connections must be made by a licensed and qualified electrician, under the supervision of UI Facilities personnel. Any necessary switches, transformers, panels or other equipment required is the responsibility of the Contractor.

### **Other**

The University cannot dedicate sufficient staging area to accommodate an unlimited number of office or construction trailers on site. The Contractor is responsible for controlling the trailers allowed within the site confines. Some additional space is available for parking trailers at a location remote from the site.

All anticipated utility, building service or fire system shutdowns should be shown on the project schedule if possible. The UI requires minimum 2-week notification of any shutdown.

Any work that may affect fire alarm systems, including bagging of them, must be approved by the UI Environmental Health and Safety Office. This includes, but is not limited to, sweeping of construction material in the area of detectors.

The Contractor will be responsible for disposing of all construction materials waste. UI dumpsters will not be used unless prior approval has been given by the UI Project Manager in special circumstances.

If any suspected asbestos containing material is encountered and is at risk of being disturbed, the Contractor must contact the UI CI or the UI PM. Do not disturb the material. The UI has an in-house abatement shop that may be able to remove small amounts of material with minimal down-time.

The campus landscape comprises a high profile and high value resource. All effort will be made by the Contractor to prevent damage to any and all landscape items such as lawns, planting beds, trees, shrubs, sidewalks, sprinkler irrigation systems, signage, etc. Any disturbance of the landscape caused by storage, parking, driving, trenching, excavating, etc. must be approved by the UI Project Manager or the owner's representative prior to the work. The Contractor may be required to take extraordinary measures to protect the landscape. These could include such things as fencing to the drip line of any endangered tree, placing plastic or tarps under certain equipment, and excavation of shrubs for re-planting elsewhere by UI personnel.

The construction site is required to be isolated against migration of dust and odors into occupied adjacent buildings. Care must be taken to avoid operating equipment near building air intakes, and the Contractor may be required to construct dust barriers over nearby windows. Watering of the soils or building materials must be accomplished during dusty earthwork or demolition.

Door lock cylinders and keys will be shipped from Schlage Lock Company direct to the U of I, Facilities Locksmith. The Contractor shall provide the UI with the name and address of the hardware supplier for the project as soon as possible. The UI will provide the supplier with a signed authorization form listing the appropriate restricted keyway number to forward to the lock



company. Cylinders and keys will be shipped zero-bitted by registered mail only to the UI Facilities Locksmith.

The UI Design and Construction Project Document Standards are on the Facilities web site. The contractor is encouraged to view the web site and raise a question with the Project Manager where substantial elements are not found in the project specifications. Other helpful forms, instructions and documents are also available on this site. Go to [www.uidaho.edu](http://www.uidaho.edu), click Services, then Facilities Management, then Forms and Standards.

## **OTHER DISCUSSION**

## **END OF PRECONSTRUCTION CONFERENCE AGENDA**

(Sample)  
**Warranty Deficiency Report No. 1**

**Project Name****Building Name**

UI Capital Project No.  
 University of Idaho  
 Moscow, Idaho



**University of Idaho**

Architectural and  
 Engineering Services

Architect:**Architect Name**

Street Address

City, State, Zip

Phone Number

E-mail

Contractor:**Contractor Name**

Street Address

City, State, Zip

Phone Number

E-mail

<b>Description of Deficiency:</b>	<b>Noted By:</b>	<b>Date:</b>	<b>Emergency or Critical Repair?</b>
Item #1	(Insert who noted deficiency)	(Date deficiency was noticed)	(insert "yes" or "no")
Item #2 (if multiple items)			
Item #3 (if multiple items)			

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (signature of UI PM)

<b><i>This table to be filled out by General Contractor</i></b>		
<b>Description of Corrective Action Taken:</b>	<b>Corrected By:</b>	<b>Date:</b>
Item #1	(Insert who corrected deficiency)	(Insert date deficiency corrected)
Item #2		
Item #3		

**Owner Accepts Corrective**

**Work by Contractor:** \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 (signature of UI PM)

## *Facilities Maintenance & Operations*

### ***Key/Access Authorization Form for Contractors***

*Project Manager* \_\_\_\_\_ *Work Order #* \_\_\_\_\_

1. AES Approval \_\_\_\_\_ Date: \_\_\_\_\_

**2. Date keys scheduled to be returned: (Filled out by PM)**\_\_\_\_\_

\*\*\*\*\*

3. Company Name: \_\_\_\_\_ Project \_\_\_\_\_ CP# \_\_\_\_\_

4. Name: \_\_\_\_\_  
Last First Middle

5. Permanent Address and Phone \_\_\_\_\_

6. Driver's License # and Issuing State: \_\_\_\_\_

\*\*\*\*\*  
\*

I understand and agree that the key(s)/access listed above have been issued to me for official authorized University of Idaho business use only, are the property of the University of Idaho, and are to be returned to Facilities when the project requiring the keys/access ends or upon request.

I understand and agree that I am responsible for the security of the keys/access, their proper use and the spaces they unlock while under my care.

I agree that I will not lend the keys/access to others or permit any to be reproduced.

I also understand and agree that misuse and or loss of the keys/access issued to me could result in severe disciplinary action up to and including prosecution and/or restitution to re-key all affected areas.

I understand that project retention will not be released until keys and Facilities short term access cards are returned.

**7. Signature of Individual Receiving Key(s)/Access** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*\*\*\*\*  
\*

8. Key Shop Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

9. Keys Picked Up- Witnessed By: \_\_\_\_\_ Date: \_\_\_\_\_

10. Signature and date verifying returned keys \_\_\_\_\_ Date: \_\_\_\_\_

ROUGH DRAFT 19 MAY 2020

## Contractor/ Visitor Key Check-out Step by Step Instructions.

**IMPORTANT:** Keys cannot be checked out to any firm or person that does not have a contract, a letter of contract, or a purchase order specifically with the UI. (NOTE: sub-contractors will no longer be able to check out keys, they must obtain access via the General Contractor or contract holder)

1. The Key request authorization form is filled out lines 1 thru 4 by the project manager or authorized UI agent making the key/access request. Forms are available in the PM file cabinet. Use the back of the form for specific access information or specific room numbers, etc.
  2. The request form is placed in the interiors mail box.
  3. Key shop will process the form, make the keys, and sign line # 9. Completed key requests will be placed in the contractor key p/u basket at the front desk. Allow 24 hours for keys to be processed.
  4. Pick up keys. The contractor fills out lines 5 thru 8. A UI employee signs line #10 and places the form in the corresponding PM file in the file cabinet at the front desk.
  5. Keys returned. Facilities employee receives the keys, inquires which project and project manager then pulls the form from the PM file cabinet. Place the keys with the form in the interiors mail box. **NOTE:** Attach keys to form using an envelope & paper clip – Do not tape keys to the form.
  6. Key shop then processes returned keys and returns form to the specific project manager file. If a full return is made line #11 is signed. PM's check forms prior to authorizing final pay request.
- NOTE:** Partial key returns will be processes but line #11 will not be signed. (Line #11 must be signed prior to final pay requests being processed.)
7. Payment requests for CP's, letter contracts and P.O.'s must be checked against the forms for key requests and the appropriate return signatures. Payments cannot be made unless line #11 is signed by the key shop personnel.

**APPENDIX G****System Operating Efficiency Reporting**

1. Boiler efficiencies
  - a. Boiler A (Nebraska – wood): 76%
  - b. Boiler B (Cleaver Brooks – gas): 85%
  - c. Boiler C (Babcock and Wilcox – gas): 78%
  - d. Boiler D (Combustion Engineering – gas): 85%
2. Thermal efficiency of District Energy Plant (at maximum wood boiler/turbine capacity)
  - a. 69%
3. District Energy Plant steam in plant use, total use (K pounds) and % of boiler production
  - a. <1% of boiler production
4. District Energy Plant hot lime softener blowdown rate (%)
  - a. <1% of total throughput
5. Steam distribution losses (%)
  - a. <2%
6. Condensate return (%)
  - a. 98%
7. Chiller efficiency (kW/ton and steam pounds/ton)
  - a. Carrier single-effect absorber: 14 lb/ton
  - b. Armstrong/SmardT centrifugal: 0.49 kW/ton
  - c. York centrifugal: 0.57 kW/ton
8. South Campus Chiller Plant electric consumption
  - a. 21.25 kW at 0% chiller load / 1031.38 kW at 100% chiller load
9. Chilled Water loop average make-up
  - a. Summer: 5,000 gal/month / Winter: 15,000 gal/month
10. Water Plant efficiency
  - a. Well 3 pump efficiency: 69%
    - i. 0.166 kW/GPM
  - b. Well 4 pump efficiency: 61%
    - i. 0.186 kW/GPM
11. Water system losses (Mgal)
  - a. 4.9 Mgal Approximately 2% of the annual use

Protocol for  
response to and  
prevention of  
communicable  
diseases in the  
University of Idaho  
community.  
Infectious Disease  
Response  
Team2020





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### **IDRT Purpose**

We collaboratively develop and implement strategies for response to and prevention of communicable diseases in the University of Idaho community.

### **IDRT Goals**

- To identify communicable disease threats and issues for the University of Idaho community.
- To determine and coordinate actions for prevention of, education about, and/or control of communicable diseases on campus.
- To design and implement appropriate protocols and communication plans.
- To develop relationships and improve communications with other health care stakeholders in the community.

### **Statement of Principle for U of I Infectious Disease Response Protocol**

Control of communicable diseases is not an exact science and each outbreak presents a unique set of challenges. Epidemiologic evidence is often incomplete and uncertain. Variations in the environment, season, individual susceptibility, specific pathogen, and numerous other factors require that authoritative medical resources list risks as ranges of probability rather than absolute limits.

Nevertheless, when faced with an actual outbreak, local authorities may be required to use absolute limits to determine when to institute isolation, quarantine, vaccination and other methods of infection control to protect the public health and safety. They must always balance the implementation of such limits with an awareness of the public's rights to liberty.

This protocol recommends employing the most conservative authoritative medical and epidemiological evidence when faced with a range of possible actions. This statement is based upon the principle that lack of scientific certainty or consensus must not be used to postpone preventive action in the face of a threat to public health or safety.

**Infectious Diseases Response Team**

Student Health Services  
Public Health-Idaho North Central District  
Gritman Medical Center  
Facilities Management  
Environmental Health & Safety  
International Programs Office  
Fraternity and Sorority Life Office  
Public Safety and Security  
Department of Athletics  
University Communications and Marketing  
Housing and Residence Life  
Counseling & Testing Center  
Human Resources  
Campus Dining Services  
Latah County Disaster Services  
Recreation & Wellbeing  
Office of Research and Economic Development (*in the event of a laboratory caused outbreak*)

## Family Educational Rights and Privacy Act (FERPA) Restrictions

FERPA prohibits university officials from releasing information about students other than directory information. One of the exceptions allows release of protected information in a health or safety “emergency.” In a 2002 opinion from the US Department of Education (DOE), the interpretation of public health “emergency” seemed to be less strict than previous interpretations. DOE advised that a school district in Pennsylvania was able to emergently disclose student information to the health department after learning that six students had died in the previous year.

It is preferable to get a student's consent prior to releasing protected information in a public health emergency if this can be done without having a negative impact on contact tracing or treatment. However, we recognize the importance of responding promptly to public health emergencies and our past experience has taught us that students generally are not concerned about having information released to the health department if they understand the reason for the disclosure.

Requests made by the public health district for student information should be addressed to Student Health Services. If they are unable to reach a representative from Student Health Services, other department heads may be contacted. All department heads are listed with the Office of Public Safety on campus (see contact list on pages 20-21 of this document).

## Training

To ensure members of the campus community are ready to respond to an infectious disease, the IDRT will conduct ongoing trainings and table-top exercises with staff and student-staff who would be involved in the response to an infectious disease. The training plan is as follows:

1. Public Health – Idaho North Central District will conduct a *modified* Blood Borne Pathogens training with staff and students who may come in contact with an infectious disease. This training will allow for dialogue and a discussion of situations that the trainees may encounter. Trainings will be conducted on an annual basis during the fall semester to the following groups:
  - a. Housing & Residence Life professional live-in staff, student-staff, and custodial staff
  - b. Fraternity and Sorority Life advisors and chapter presidents
  - c. Facilities and USS Facilities staff
  - d. Other groups, faculty, staff or students as needed
2. IDRT will engage in an annual table-top exercise to practice coordination and communication activities among campus officials and staff in the event of an infectious disease outbreak. Exercises will be facilitated by Public Health – Idaho North Central District and conducted during the fall semester of the academic year.

**Isolation/Quarantine Protocols for U of I Students Living in Group Facilities****Residence Hall**

1. Student Health Services (SHS), in consultation with the Public Health – Idaho North Central District (PH-INCD), makes a recommendation either to quarantine one or more individuals who have been exposed but are without symptoms, or to isolate any individual who has been exposed and has symptoms.
2. SHS contacts the Public Health – Idaho North Central District Epidemiologist (see contact list) according to Idaho Public Health regulations in cases involving a reportable disease (Appendix 2).
3. Housing & Residence Life (HRL) will identify appropriate space at the beginning of each semester for emergency use.
4. SHS contacts the HRL Professional on-call (see contact list) to make arrangements for use of a designated isolation or quarantine space and to get the room/hall keys. The HRL Professional will arrange to have keys assigned to that student.
  - a. The HRL Professional on-call will coordinate with HRL Assignments staff to identify an appropriate space based on the student's needs and room availability.
  - b. The HRL Professional on-call follows their protocol in contacting HRL leadership to inform them of the situation
  - c. The HRL Professional on-call will document the situation as appropriate.
5. The room/hall key is issued to the student by an authorized HRL employee.
6. The student occupies the room for the duration of time specified by SHS staff in consultation with Public Health-North Central District and the Idaho Department of Health and Welfare.
7. The student is provided with information contained in this document and is given parameters about contact with others. SHS and PH-INCD advises HRL staff on specific precautions the student must take, dining preparations, and custodial training, etc.
8. HRL works with the individual to gather necessary belongings from her current room and provide meals and/or accommodations for meals. HRL will provide linen when necessary.
9. Students who do not have a housing contract with HRL will be charged for room use and food/board costs on a prorated basis for the duration of the use of the facilities.
10. SHS will coordinate arrangements with HRL, as necessary, for skilled home health care for care of residents with acute illnesses not requiring hospitalization.

### Fraternity and Sorority Life

1. SHS in consultation with the PH-INCD, makes a recommendation to either quarantine an individual who has been exposed and is asymptomatic or isolate an individual who has been exposed and is symptomatic.
2. SHS contacts the Public Health – Idaho North Central District Epidemiologist (see contact list) according to Idaho Public Health regulations in cases involving a reportable disease (Appendix 2).
3. The Office of Fraternity and Sorority Life contacts the Chapter President and Alumni Advisor to determine if an isolation or sick room is available. An isolation room is required to have a window, a door that can close, and access to a private bathroom. This room may house more than one individual with the same illness (to be determined by a clinician at SHS or by PH-INCD).
4. If an isolation room is unavailable in the fraternity or sorority, SHS and PH-INCD will work with The Office of Fraternity and Sorority Life to find suitable housing.

### Emergency and Non-Emergent Transportation Guidelines

1. Persons who are seriously ill with a contagious respiratory infection and in need of critical medical care will be transported via ambulance by the Emergency Medical System (EMS) responders. The EMS is activated by calling 911.
2. Persons who are not in need of immediate medical attention but who require transportation to a medical facility may be transported by one of the medical transport companies on the list kept by Student Health Services. These services have an associated cost.
3. A patient with a known diagnosis of an infectious disease (such as measles or chicken pox) who is not in need of immediate medical attention may be transported by private car by an individual who is immune to the disease. After transport the car should be left vacant for a period of time determined by health care personnel at Student Health Services or Environmental Health and Safety based on the guidelines for the specific disease.
4. Staff members who are arranging transportation for the patient must inform all transporters and destinations (such as clinics or hospitals) of the patient's status prior to transport.
5. Transport should be limited as much as possible and be determined by the condition of the patient. To minimize possible exposures, only necessary personnel should be involved with the patient.
6. The patient should not use public transportation nor travel with unexposed or unimmunized (if applicable) persons.

7. Instruct the patient with an airborne illness to don a surgical mask if tolerated. If not tolerated, or if a mask is not available, have patient cover the mouth/nose with a tissue when coughing and then sanitize the hands.

Note: In the event of an epidemic outbreak situation, medical transportation may not be available due to increased demands on the emergency medical system and non-emergent transportation alternatives. Public health officials may issue recommendations regarding medical care for individuals that may include staying at home or not going to the hospital.

### **Procedures for Cleaning Infectious Disease Patient Care Areas**

Cleaning and disinfecting environmental surfaces are important components of infection prevention and control in healthcare/living facilities. Cleaning and disinfecting procedures, use of personal protective equipment (PPE), and medical waste disposal procedures are dependent on the scope and nature of the infectious disease or disease outbreak. Proper procedures and guidance will be advised by SHS, INDC, and Environmental Health & Safety.

### **Protocols for Faculty & Staff**

For employment related issues regarding infectious disease among faculty and staff, contact Human Resources.



## Communication Plan

### Introduction

This communication plan is specific to a communicable disease situation and is intended to function as an adjunct to the broad University of Idaho Crisis Communication Plan (*draft*).

When the possibility of an infectious disease incident involving U of I students, faculty, staff or visitors first arises, the **Dean of Students will be the initial contact**. Please alert the Dean of Students if you hear of a potential infectious disease. The Dean of Students will inform other members of the IDRT as necessary, including, but not limited to, Student Health Services, Recreation & Well-being, and Public Safety & Security. Student Health Services, leaders of other appropriate campus organizations (depending on the nature of the incident) and representatives of the Public Health-Idaho North Central District will assess the threat and determine its validity. If it appears that there is an incident, or there is a legitimate threat of an outbreak, or the rumor level is sufficient to create media interest, the Vice Provost for Student Affairs will contact U of I Communications and Marketing to determine and implement a communication plan.

### Philosophy and Descriptions

As a public institution, U of I operates in an open manner. Yet the privacy of our students and employees, as dictated by legal and ethical guidelines, also influences our willingness and ability to share information.

All information released from U of I about specific outbreaks of infectious diseases, individual cases, actions to address the problem and various impacts on the university MUST be approved by the Student Health Clinic, Vice Provost for Student Affairs and U of I Communications and Marketing or designee who will work in consultation with the PH-INCD and the Idaho Department of Health and Welfare.

In most cases, the Vice Provost for Student Affairs will be the primary spokesperson to the news media on the medical aspects of these events. If the Vice Provost for Student Affairs is unavailable, they will appoint a designee. In some instances, the spokesperson for the medical aspects of the event may be a representative of the appropriate county, state or federal government agency. U of I Communications and Marketing or designee will serve as spokesperson for the university on all non-medically related aspects of the situation. (See contact list)

**Types of Situations Requiring a Communication Plan**

The communication plan should serve as a general guideline. Each case must be evaluated on its own merits. Situations that have occurred within the past few years, or could occur in the future, include cases of:

1. Measles
2. Salmonella
3. E. coli
4. Ebola Virus Disease
5. Novel Influenza or Coronaviruses (e.g. SARS, MERS)
6. Meningococcal disease
7. Norovirus
8. Mumps
9. Pertussis

**Communicating Internally**

The nature of an outbreak will dictate which campus units need to be informed. While updates designed for the news media should come from U of I Communications and Marketing – with the approval of the Student Health Clinic and/or Vice Provost for Student Affairs – other leaders will need to answer questions from students, employees, visitors, parents and other members of the public. To ensure that people answer questions accurately and restrict their comments to certain areas, there must be regular communication to the appropriate groups, including possible scripts and referrals for more information. In the event of an infectious disease outbreak or situation, the following areas and/or people will be contacted, consulted and/or instructed as needed. SHS and PH-INCD will develop guidelines for appropriate communication or action on a case-by-case basis. This flow of information, and appropriate targets, should be decided by the Student Health Services and/or U of I Communications and Marketing, or their designees.

1. U of I Communications and Marketing
  - a. Web Communications
  - b. News and Research Communications
2. President and Provost Offices
  - a. Strategic Enrollment Management
    - i. International Programs Office
3. Division of Student Affairs
  - a. Office of the Dean of Students
  - b. Student Health Services
  - c. Recreation & Well-being
  - d. Housing & Residence Life
  - e. Office of Fraternity & Sorority Life
  - f. Counseling & Testing Center
4. Office of Human Resources
5. Environmental Health and Safety
6. Facilities Maintenance Operations
7. Public Safety

- a. U of I Alert system
- b. Telecommunications Office and Campus Operator
8. Campus Dining Services
9. Athletics
10. Campus Vendors
11. Others as needed

Other communication strategies, including the use of e-mail, University of Idaho News, news releases, etc., will be implemented on a case-by-case basis after a mutual decision is made by the Vice Provost for Student Affairs, Student Health Clinic, and the U of I Communications and Marketing, or their designees.

### **Communication Guidelines**

The Vice Provost for Student Affairs, in consultation with the U of I Communications and Marketing, will determine the appropriate level of communication both on and off campus. These decisions will be made in consultation with the Public Health-North Idaho Central District and/or the Idaho Department of Health and Welfare.

In cases of inter-agency consultation, a teleconference is recommended and should be called by the Student Health Clinic or PH-INCD. The U of I Communications and Marketing will also participate. If the two administrators should disagree on an issue, there will be an immediate consultation with the Vice Provost of Student Affairs.

### **Other Communication Guidelines:**

1. All e-mails sent to the aforementioned list should include a warning in boldface that the material is confidential, might include student information and should not be forwarded under FERPA.
2. All patient status information MUST come directly from the Student Health Clinic or PH-INCD. If the patient is hospitalized, the appropriate staff member(s) from that hospital would provide that information.
3. If there is a criminal investigation, information about the investigation will only be discussed by the appropriate leader or designee of the investigating law enforcement agency.
4. Oral or written communication about communicable disease scenarios should be factual, avoid making assumptions, be limited to appropriate audiences, be clear and concise, and be timely.

**\*Possible sample messages:****Message Header:**

*This e-mail contains confidential student information. Further disclosure may be a violation of FERPA. Do not forward or copy this message.*

**Message Footer:**

*This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, is confidential and may be privileged. If you are not the intended recipient, please be aware that any retention, dissemination, distribution, or copying of this communication is prohibited. Please reply to the sender that you have received the message error; then delete it. Thank you for helping to maintain privacy.*

**Media Contacts**

All inquiries from the news media about infectious/communicable diseases should be referred to the Student Health Clinic, PH-INCD, or U of I Communications and Marketing. Contact information can be found in the contact list.

**Communication DOs and DON'Ts**

- Do: Put in bold print at the beginning of emails that it contains student information and that disclosure might violate FERPA.
- Do: Keep appropriate individuals informed.
- Do: Clarify with the U of I Communications and Marketing and Central Administration what specific information they want to know.
- Don't: Forward any e-mail communication.
- Don't: Send emails too broadly: Keep the send list as small as possible – see communication plan for appropriate personnel communication links.
- Don't: Give out medical information (this function will be delegated to someone in SHS or PH-INCD).
- Don't: Talk about investigations.
- Don't: Make medical assumptions that aren't confirmed.
- Don't: Waste time - keep people informed as soon as you have information.

**Translators**

For information regarding possible on-campus translators contact International Programs Office. Use of a language translation telephone service through SHS is another option.

## Appendices

### Appendix 1

#### General Isolation and Quarantine Information

Both isolation and quarantine are common practices in public health and both aim to control exposure to infected or potentially infected individuals. Both may be undertaken voluntarily or compelled by public health authorities. The two strategies differ in that isolation applies to people who are known to have an illness and quarantine applies to those who have been exposed to an illness, are suspected to be susceptible to infection, but who may or may not become infected.

#### Isolation: For People Who Are Ill

Isolation of people who have a specific illness separates them from healthy people and restricts their movement to stop the spread of that illness. Isolation allows for the focused delivery of specialized health care to people who are ill, and it protects healthy people from getting sick. People in isolation may be cared for in their homes, in hospitals, or at designated health care facilities. Isolation is a standard procedure used in hospitals today for patients with tuberculosis (TB) and certain other infectious diseases. In most cases, isolation is voluntary; however, in Idaho local public health authorities have legal authority (at <http://www.idaholaws.org/ors/chapter/431> and <http://www.idaholaws.org/ors/chapter/433>) to compel isolation of sick people to protect the public.

#### Quarantine: For People Who Have Been Exposed But Are Not Ill

Quarantine, in contrast, applies to people who have been exposed and may be infected but are not yet ill. Separating exposed people and restricting their movements is intended to stop the spread of that illness. Quarantine is medically very effective in protecting the public from disease. Idaho empowers local public health authorities with this power as well at <http://www.idaholaws.org/ors/chapter/431> and <http://www.idaholaws.org/ors/chapter/433>. The Centers for Disease Control and Prevention (CDC), through its Division of Global Migration and Quarantine, is also empowered to detain, medically examine, or conditionally release individuals suspected of carrying certain communicable diseases. This authority derives from section 361 of the Public Health Service Act (42 U.S.C. 264), as amended.

## Appendix 2

**Idaho Reportable Diseases and Conditions**

Health care providers, laboratorians, and hospital administrators are required, according to the Idaho Reportable Diseases Rules (IDAPA 16.02.10),

[https://www.cdhd.idaho.gov/pdfs/cd/FINAL%20PHD%204%20Reportable%20Disease%20Poster\\_2015.p](https://www.cdhd.idaho.gov/pdfs/cd/FINAL%20PHD%204%20Reportable%20Disease%20Poster_2015.p)

dfto report communicable diseases and conditions to their local health district or the Epidemiology Program within the Office of Epidemiology, Food Protection, and Immunization (OEFI). Reports must be made within three (3) working days of identification or diagnosis unless otherwise noted. The complete and current list of reportable diseases and timeline to report can be found at <http://www.epi.idaho.gov>.

After-hours reporting can be done through the State Communications public health paging system (State Comm) at (800) 632-8000. A public health official will be paged immediately to assist with the report.

## Appendix 3

**Seasonal Influenza Virus Talking Points****Some Basics**

1. Influenza (flu) is a contagious respiratory illness caused by influenza viruses. Different viruses cause the common cold.
2. Both illnesses share similar symptoms, but flu can be more severe. Typical symptoms of influenza include high fever, headache, muscle aches, cough, fatigue and runny nose. Vomiting and diarrhea are symptoms rarely found in adults with influenza. Colds are characterized by a runny nose, mild aches, mild cough, sore throat and sometimes a slight fever.
3. Influenza can sometimes lead to death, most commonly in the very young or elderly.
4. Complications of influenza can include bacterial pneumonia, ear infections, sinus infections, dehydration or worsening of chronic medical conditions such as diabetes, asthma or congestive heart failure.
5. The typical flu season in Idaho occurs from December until March but can occur at any time. Flu season occurs at different times in other countries. Influenza is one of the most common illnesses contracted by travelers.
6. Influenza is contracted through the air from people who are coughing or sneezing or by touching contaminated surfaces and then touching their nose or mouth.
7. The incubation period for influenza ranges from one to four days.
8. People with influenza are contagious from one day before, up to seven days after, the onset of symptoms.
9. In most years, 5-20% of the population gets influenza, resulting in 36,000 deaths in the United States from influenza and its complications.

**Prevention**

1. Cough into your sleeve or cover your nose and mouth with a tissue when coughing or sneezing. Use tissues only once.
2. Do not touch your nose, eyes or mouth. This can move germs into the body and make you sick.
3. Wash your hands with soap and water several times a day, especially before eating and after using the toilet.
4. If you are sick, stay away from others as much as possible and stay home from work or school.
5. Get a flu vaccination annually. This contains the three strains of influenza thought most likely to circulate in the United States that year.
6. Contact your medical provider if you have been exposed to influenza and are considered at high risk for complications of influenza due to underlying chronic medical conditions or are elderly. Antiviral drugs are sometimes prescribed for prevention in these situations.
7. Stay informed, develop a healthy lifestyle, eat a balanced diet, get sufficient sleep and stop smoking.
8. Make a plan in case you or someone in your home gets the flu.
9. Have supplies of fever and pain medicines (acetaminophen, ibuprofen or aspirin) on hand.
10. Stock up on soup, juice, and tissue so you can stay home if you get sick.



11. Ask someone in your neighborhood to be your flu buddy and go get food or supplies for you if you can't leave the house.

### Treatment

1. Take non-prescription fever and pain medicines (acetaminophen, ibuprofen or aspirin) as needed. Do not give aspirin to children.
2. There are several prescription antiviral drugs that provide some benefit for influenza patients. They work best if taken within the first 48 hours of symptoms. These medications may decrease the duration and severity of illness.
3. Take all prescription medications only as prescribed by your doctor.
4. Do not share prescription medications with others.
5. Antibiotics work only against bacteria. Antibiotics don't work against the flu because the flu is caused by a virus.
6. Influenza can lead to bacterial infections, including pneumonia. Contact your health care provider if you do not get better in 5-7 days.

### Additional Information

<http://www.cdc.gov/flu/>

<http://healthandwelfare.idaho.gov/Health/DiseasesConditions/Influenza/tabid/2505/Default.aspx>

## Avian and Pandemic Influenza Talking Points

### Some Basics

1. Avian influenza (bird flu) is a disease caused by a virus that infects domestic poultry and wild birds (geese and ducks and shorebirds). Each year there is a bird flu season just as there is for human influenzas. Some forms of the bird flu are worse than others.
2. Pandemic influenza is a global "super-epidemic" of a highly virulent influenza. It is not the same as bird flu. It could evolve as a mutation from a bird flu virus. It is now believed that a mutated bird flu virus caused the 1918 influenza pandemic.
3. The highly pathogenic (high-path) H5N1 strain of bird flu has been found in Europe, Asia and Africa. As of March 2011, no high-path H5N1 has been found in any wild or domestic birds in North America.
4. At present, the high-path H5N1 strain is primarily a disease of birds. Low-path H5N1 has been documented for years in North America. It and high-path H5N1 are two of 144 strains of avian influenza viruses that have been identified. Most strains of bird flu cannot infect humans.
5. There have only been a few hundred confirmed cases of bird flu in humans but a high percentage (60%) of them has been fatal.
6. Most human cases have occurred as a result of extensive direct contact with infected birds. There have been only a few possible cases of human-to-human transmission of bird flu.
7. In rural areas of Asia many households keep small poultry flocks. These birds often roam freely, sometimes entering homes or sharing outdoor areas where children play. Because many households in Asia depend on small flocks of ducks or chickens for income and food, many

families sell or slaughter and consume birds when signs of illness appear in a flock. Exposure to bird flu appears to be most likely during slaughter, de-feathering, butchering or preparation of sick or dead poultry for cooking.

8. It is considered likely the high-path H5N1 strain will spread to the Americas at some time. Federal, state and local governments are taking steps to prepare for and minimize the potential impact of bird flu.
9. Detection of the highly pathogenic H5N1 virus in birds alone does not signal the start of a human pandemic.
10. State and federal wildlife agencies are working together to test and monitor wild birds for the earliest possible detection. In addition, USDA monitors U.S. domestic bird populations. Monitoring is conducted in three key areas: live bird markets, commercial flocks and backyard flocks.
11. As a primary safeguard, USDA maintains trade restrictions on the importation of poultry and poultry products from countries where the H5N1 HPAI strain has been detected in commercial or traditionally raised poultry.
12. No one is known to have caught this virus from eating properly cooked birds, either domestic or wild.
13. If a highly pathogenic H5N1 were detected in the U.S., the chance of infected poultry entering the human food chain would be extremely low. Even if it did, proper cooking kills this virus.
14. Idaho has been preparing for pandemic influenza for several years and recently revised its pandemic influenza preparedness plan.
15. Preparations include ongoing surveillance and the ability of the Idaho State Public Health Laboratory to test for highly pathogenic H5N1.
16. Idaho also is working with federal, state and local response partners to prepare and to encourage communities, schools, businesses, religious and other organizations to make plans for coping with pandemic influenza.
17. The U.S. Department of Health and Human Services is aggressively working to ensure that the public health is protected. More information about the efforts of the federal government is available at [www.pandemicflu.gov](http://www.pandemicflu.gov).

## Prevention

1. Wash your hands with soap and water several times a day, especially before eating and after using the toilet.
2. Cough into your sleeve or cover your nose and mouth with a tissue when coughing or sneezing. Use tissues only once.
3. Do not touch your nose, eyes or mouth. This can move germs into the body and make you sick.
4. Stay away from others as much as possible if you are sick. Stay home from work and school if you are sick.
5. Get a flu vaccination every year. This may provide some cross immunity to pandemic flu. Flu vaccines take 6 months or more to manufacture, so an effective vaccine against the pandemic virus strain will most likely not be available in the early months of a pandemic.
6. Contact your medical provider if you have been exposed to pandemic influenza and are considered at high risk for complications of influenza due to underlying chronic medical

conditions or are elderly. Antiviral drugs are sometimes prescribed for prevention in these situations.

7. Stay informed, develop a healthy lifestyle, eat a balanced diet, get sufficient sleep and stop smoking.
8. When working with birds:
9. Cook any birds, wild or store-bought, until they're done all the way through (at least to 165° F) before eating them.
10. Wash your hands and knife with soap and water after handling or cleaning any birds, or wear rubber gloves.
11. Prevent cross-contamination by keeping raw meat, poultry, fish, and their juices away from other foods and thoroughly cleaning cutting boards and utensils.
12. Do not handle birds that are obviously sick or birds found dead.
13. Report sick and dead wild birds to Idaho Department of Fish and Wildlife district biologists.
14. Storing supplies of water and food sufficient to last several weeks. During a pandemic, if you cannot get to a store, or if stores are out of supplies, it will be important for you to have extra supplies on hand. This can be useful in other types of emergencies such as power outages and disasters.
15. Storing a supply of prescription and nonprescription drugs and other health supplies, including pain relievers, stomach remedies, cough and cold medicines, and fluids with electrolytes.
16. Exchanging phone lists so those who are ill can contact others to do their shopping.
17. Talking with family members and loved ones about how they would be cared for if they got sick or what will be needed to care for them in your home.
18. Volunteering with local groups to prepare and assist with emergency responses.
19. Getting involved in your community as it works to prepare for an influenza pandemic.

## Treatment

1. Take non-prescription fever and pain medicines (acetaminophen, ibuprofen or aspirin) as needed. Do not give aspirin to children.
2. Antiviral medications are prescription medications that are sometimes used to shorten the length and severity of flu.
3. Federal and State authorities are stockpiling antiviral medications in the hopes that they might be effective against a pandemic strain of flu virus.
4. Many health experts advise against personal stockpiles of antiviral medications.
5. Take all prescription medications only as prescribed by your doctor.
6. Do not share prescription medications with others.
7. Antibiotics work only against bacteria. Antibiotics don't work against the flu because the flu is caused by a virus.

For more Information visit <http://www.cdc.gov/flu>

## Appendix 4

**Contaminated Food Recalls**

When a possible specific food related disease outbreak occurs or a recall is issued by the government or a food processor, Dining Services will remove all suspected foods from use until such time as the food in question has been determined to be non-contaminated. Foods determined to be contaminated will be returned to the vendor or destroyed. In addition, SHS may post known community food recalls on the SHS website.

## Appendix 5

**Infectious Disease Response Team & Contact Information****University of Idaho**

Department	Name	Work Number
Vice Provost for Student Affairs	Blaine Eckles, VP for Student Affairs and Dean of Students	208-885-6757
	Debbie Huffman, Director of Administrative & Fiscal Operations	208-885-6076
Student Health Services	Dr. Jake Christensen, Vandal Health Clinic, Moscow Family Medicine	208-885-6693
Recreation & Well-being	Rusty Vineyard, Executive Director	208-885-9211
	Emily Tuschhoff, Director, Health Promotion	208-885-4146
Housing and Residence Life	Dee Dee Kanikkeberg, Director	208-885-6571
	Corey Ray, Associate Director	208-885-5848
Emergency Management & Security Systems	Todd Perry, Director Emergency Management & Security Systems	208-885-7179
Environmental Health & Safety	Samir Shahat, Director, University Safety Officer	208-885-7208
Office of Research and Economic Development	Audrey Harris, Director	208-885-4054
Athletics	Chris Walsh, Director of Athletic Training Services	208-885-0256
Fraternity and Sorority Life	Nick O'Neal, Interim Director	208-885-6757
International Programs Office	Aryn Baxter, Executive Director	208-885-1180
	Dana Brolley, Director, International Services	208-885-8984
University Communications & Marketing	Jodi Walker, Director of Communications	208-885-4295
Human Resources	Wes Matthews, Executive Director	208-885-3478
Facilities	Brian Johnson, Asst. Vice President	208-885-6246

	Gene Gussenhoven, Director, Utilities and Engineering Services	208-885-0141
Counseling & Testing Center	Greg Lambeth, Director	208-885-6716
Campus Dining - Sodexo	George Hulett, General Manager	208-885-9137

### Community

Organization	Name	Work Number
Public Health – Idaho North Central District	Carol Moehrle, Director	208-799-0344
	Mike Larson, Division Administrator	208-799-0381
	Anna Olson, Staff Epidemiologist	208-799-0387
Latah County Disaster Services	Mike Neelon, Coordinator	208-883-2265
Gritman Medical Center	Annette Veneziano, RN Infection Prevention	208-882-4511



LEGEND

Area Under Construction

Paved Surfaces

Water Elements

Electrical System

Electrical System - Underground

PUBLIC UTILITY MAPS ARE FOR PLANNING AND ESTIMATING PURPOSES. USERS ARE TO FIELD VERIFY INFORMATION.

FOR CONTINUATION SEE K1-C

1  
K1-B  
MAIN CAMPUS - ELECTRICAL DISTRIBUTION SYSTEM  
Scale: 1"=170' @ 8.51



LEGEND

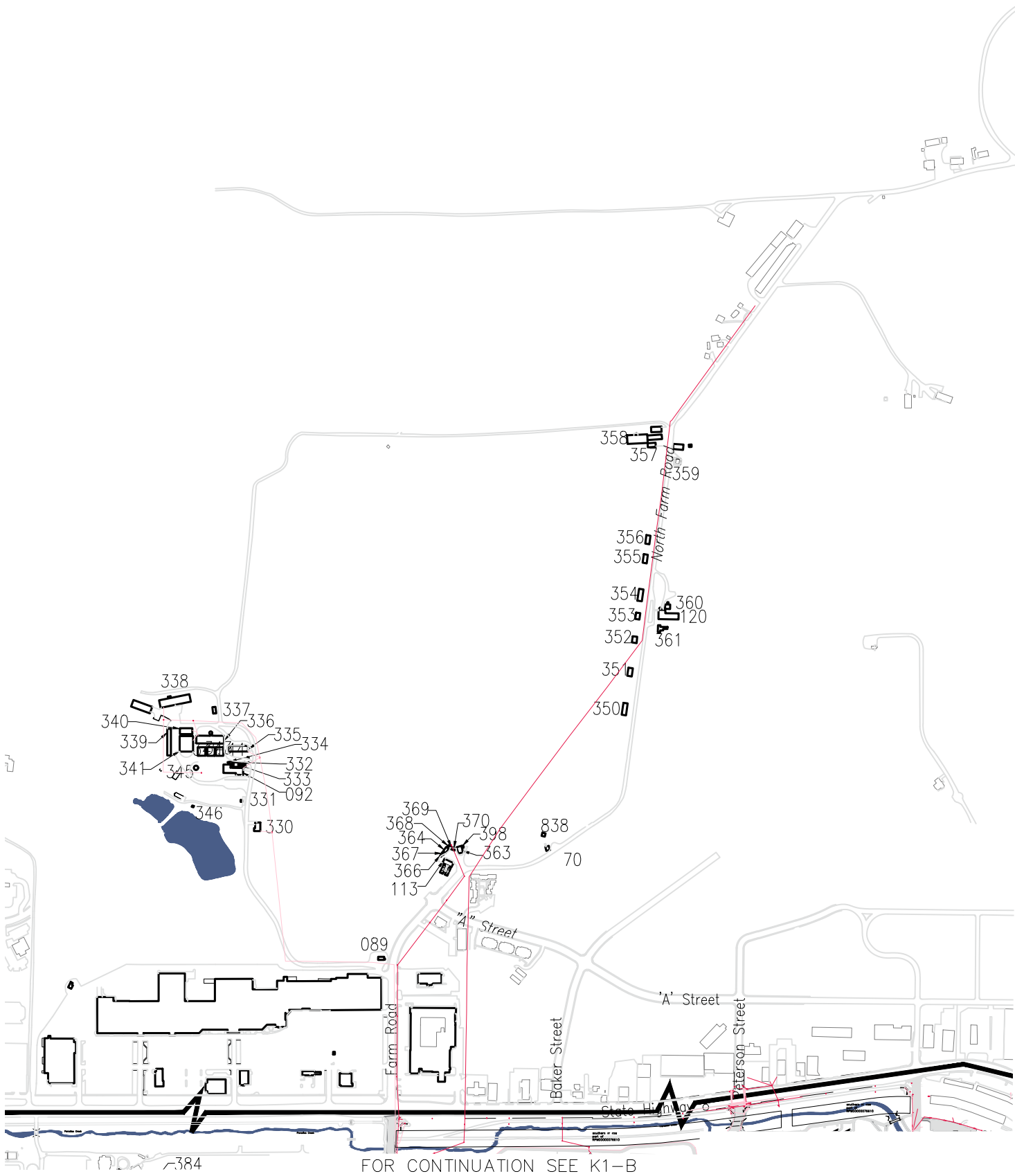
Area Under Construction

Paved Surfaces

Water Elements

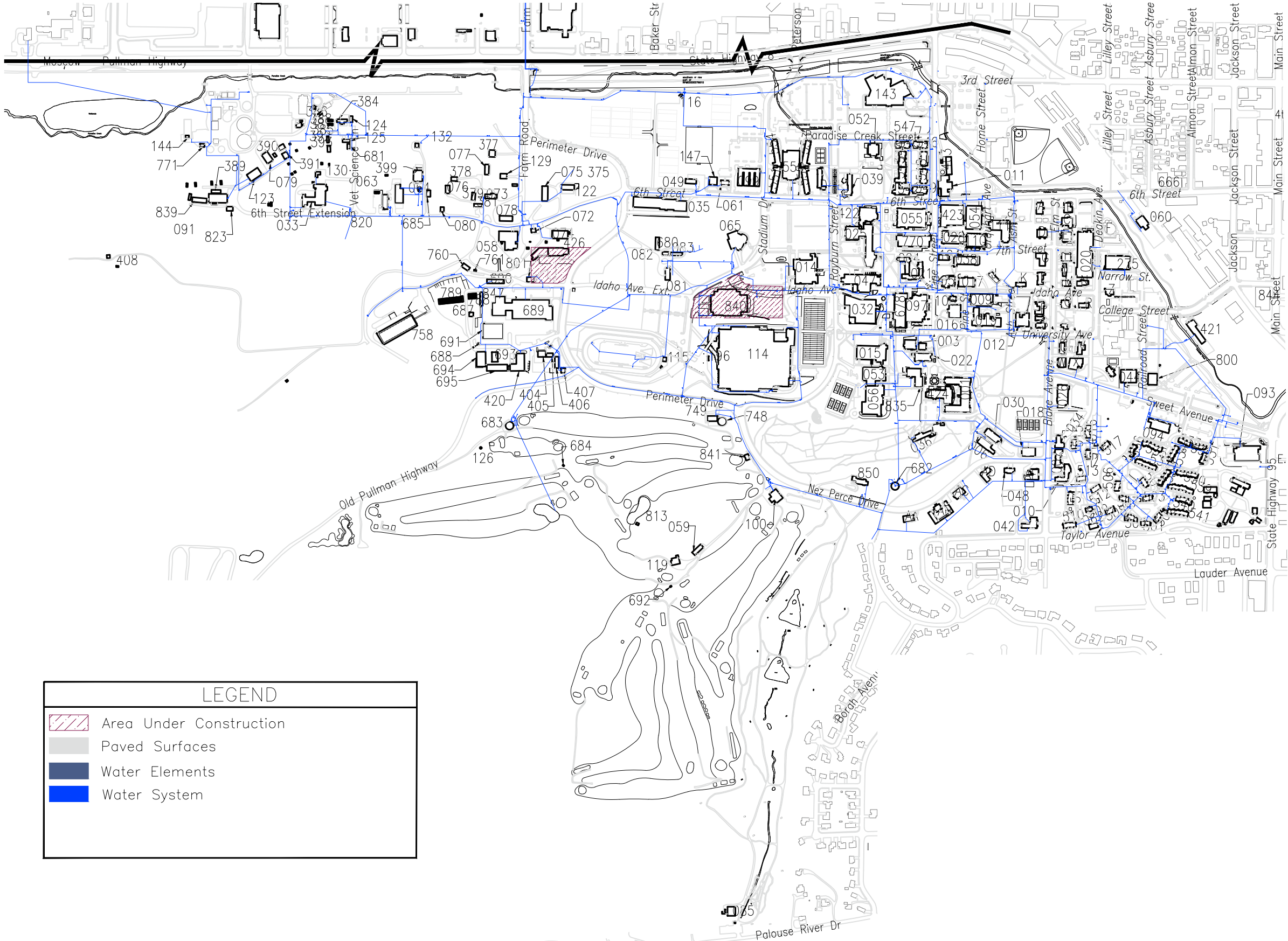
Electrical System

Electrical System — Underground



**1**  
**K1-C**  
**NORTH FARM - ELECTRICAL DISTRIBUTION SYSTEM**  
Scale: 1" = 800'

FOR CONTINUATION SEE K2-B



LEGEND

Area Under Construction

Paved Surfaces

Water Elements

Water System

PUBLIC UTILITY MAPS ARE FOR PLANNING AND ESTIMATING PURPOSES. USERS ARE TO FIELD VERIFY INFORMATION.

1  
K2-A

CAMPUS DOMESTIC WATER DISTRIBUTION SYSTEM  
Scale: 1"=519' @ 85%

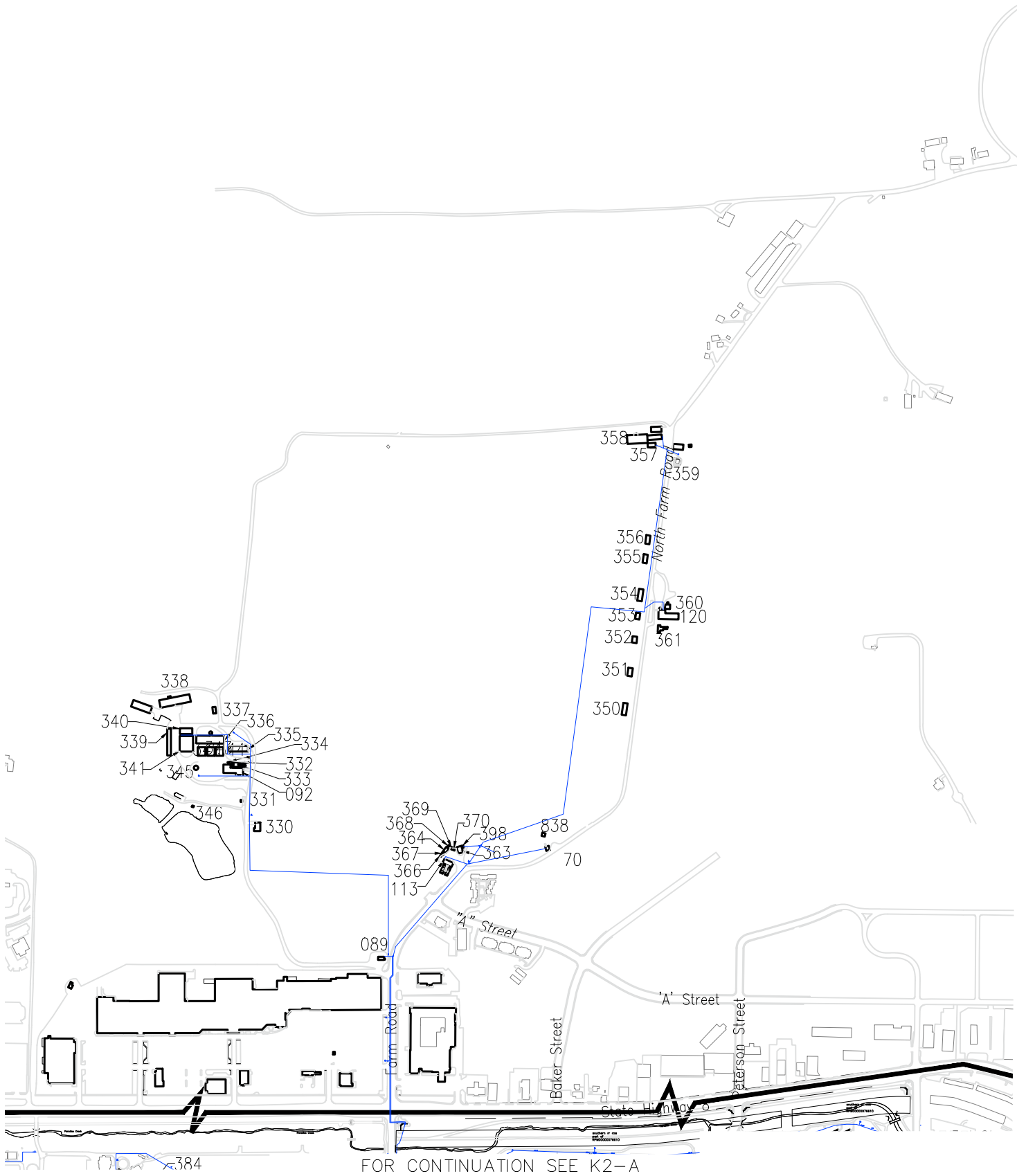
LEGEND

Area Under Construction

Paved Surfaces

Water Elements

Water System

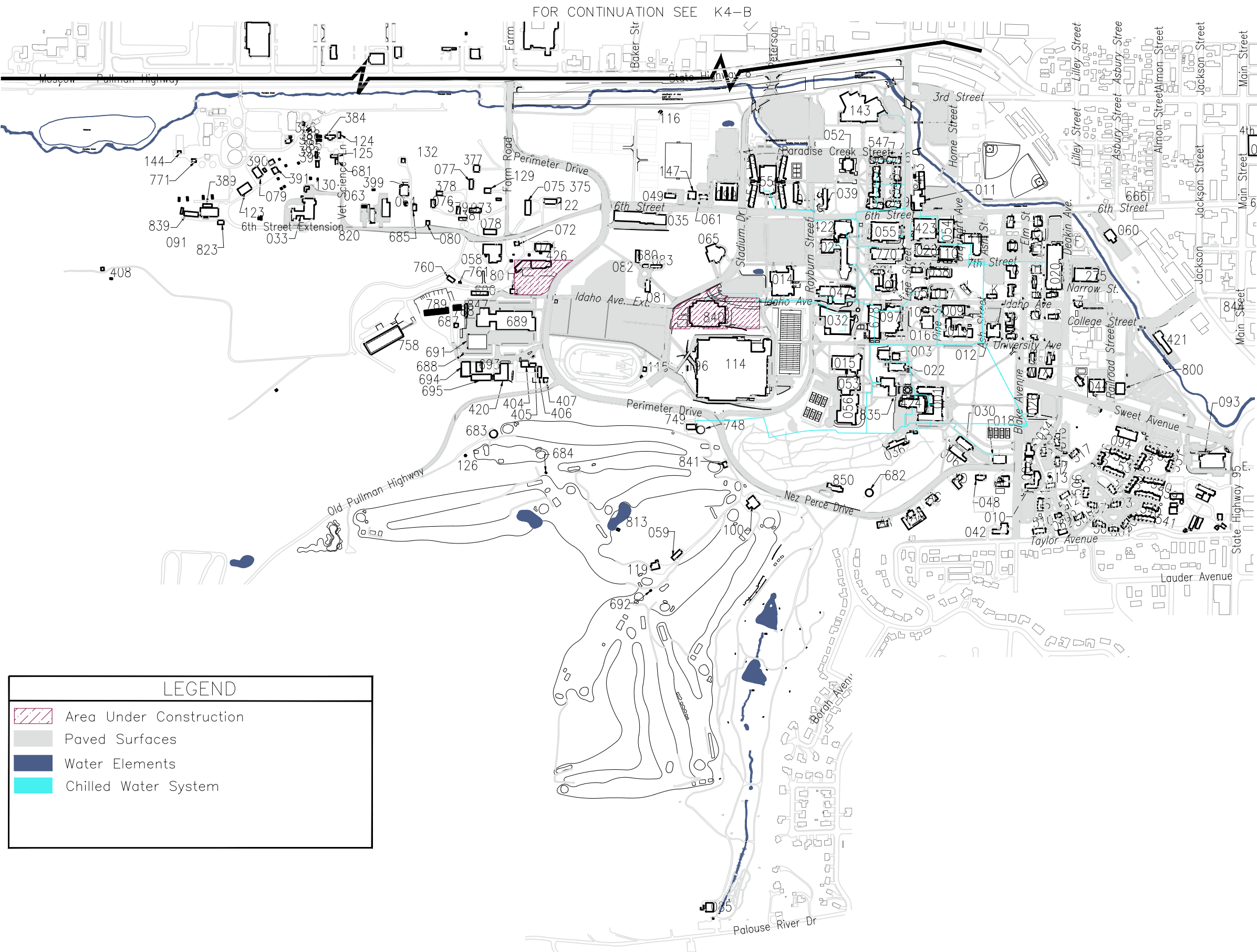


1  
K2-B

**NORTH FARM DOMESTIC WATER DISTRIBUTION SYSTEM**

Scale: 1" = 800'





LEGEND

- Area Under Construction
- Paved Surfaces
- Water Elements
- Chilled Water System

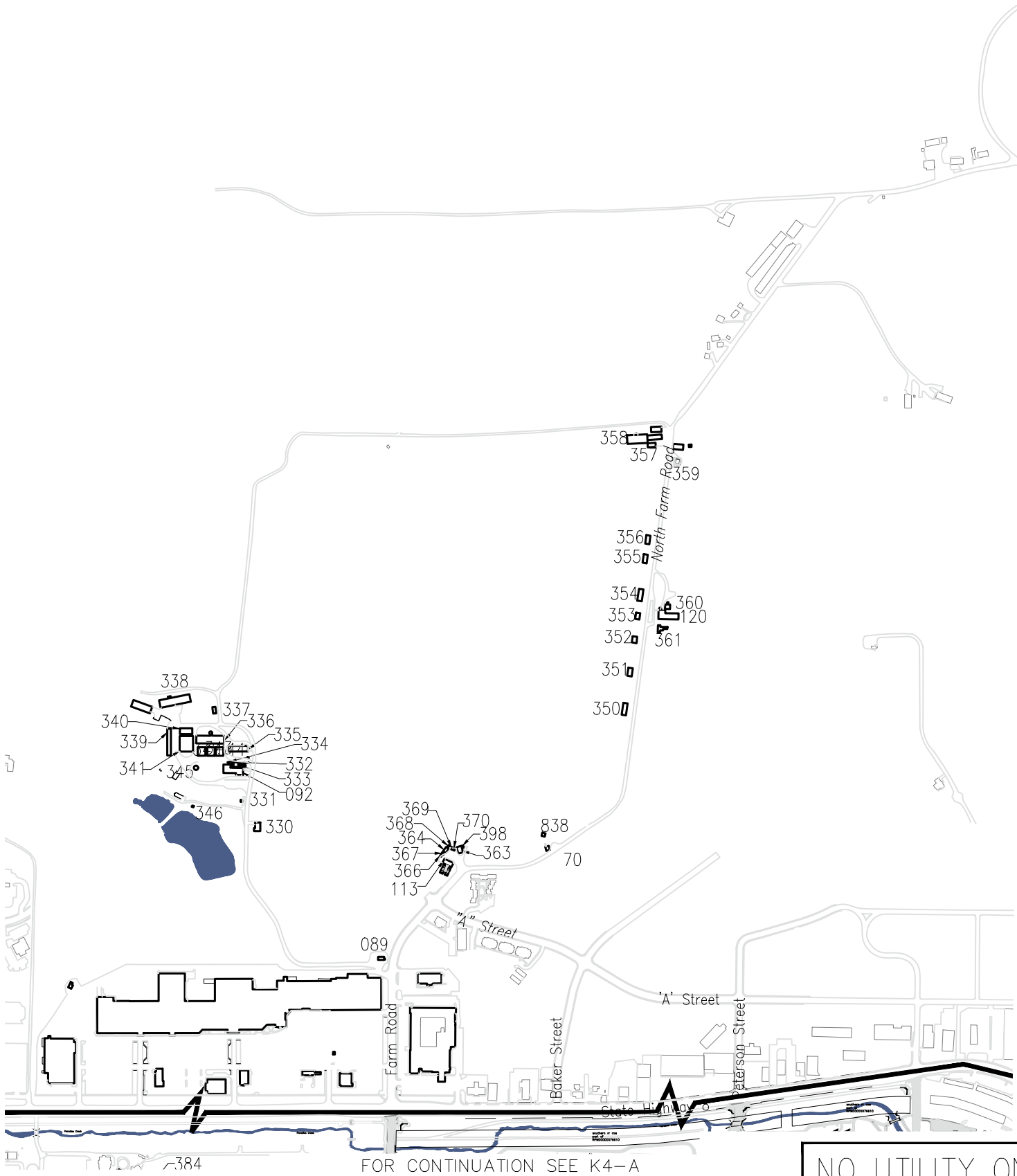
PUBLIC UTILITY MAPS ARE FOR PLANNING AND ESTIMATING PURPOSES. USERS ARE TO FIELD VERIFY INFORMATION.

1  
K4-A

CAMPUS CHILLED WATER DISTRIBUTION SYSTEM  
Scale: 1" = 52.80' 851

LEGEND

Area Under Construction

Paved Surfaces

1  
K4-B

**NORTH FARM CHILLED WATER DISTRIBUTION SYSTEM**

Scale: 1" = 800'

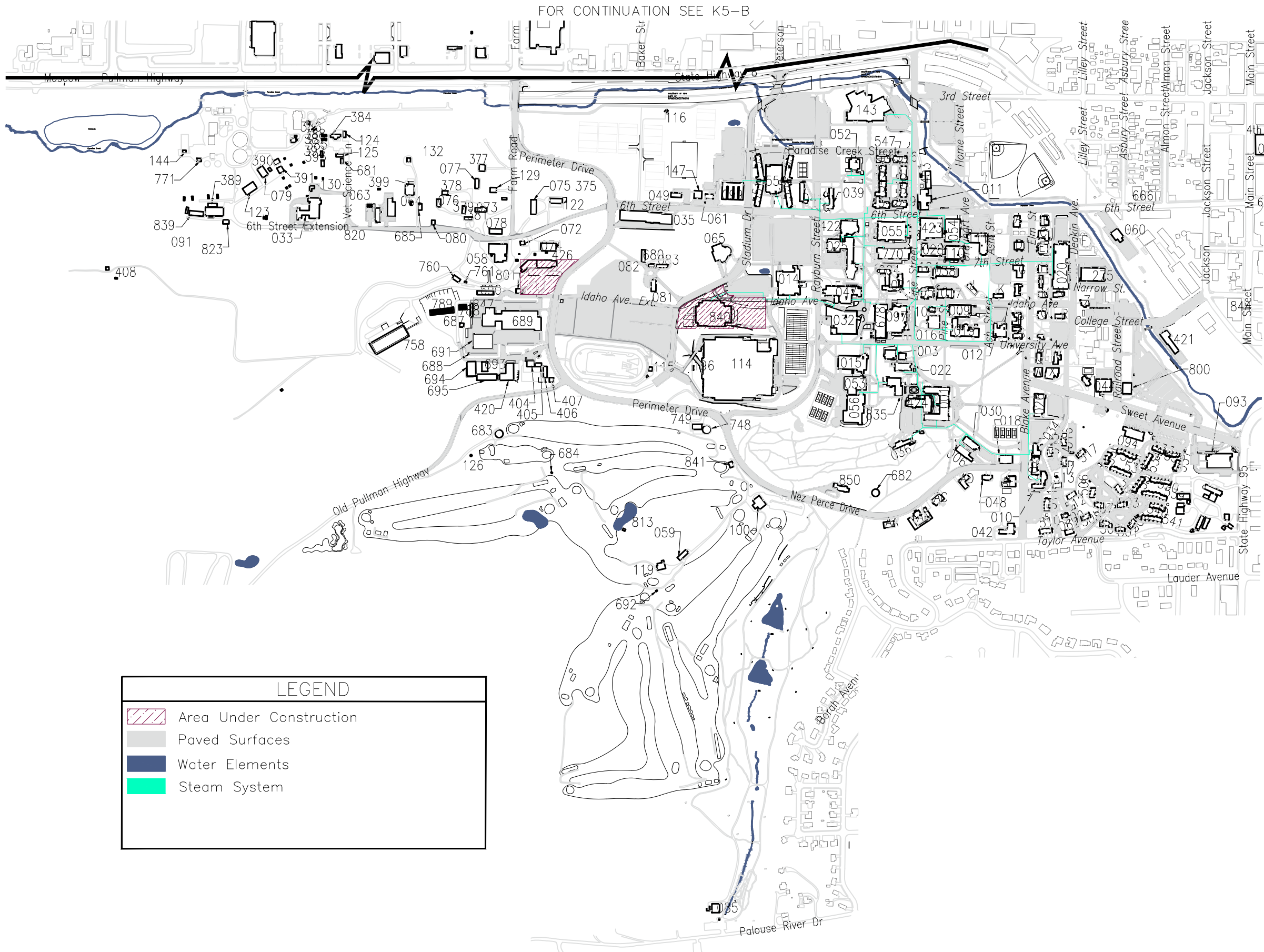


PUBLIC UTILITY MAPS ARE FOR PLANNING AND ESTIMATING PURPOSES. USERS ARE TO FIELD VERIFY INFORMATION.

1  
K5-A

CAMPUS STEAM DISTRIBUTION SYSTEM

Scale: 1" = 52.306851'



FOR CONTINUATION SEE K5-B

LEGEND

Area Under Construction

Paved Surfaces

Water Elements

Steam System

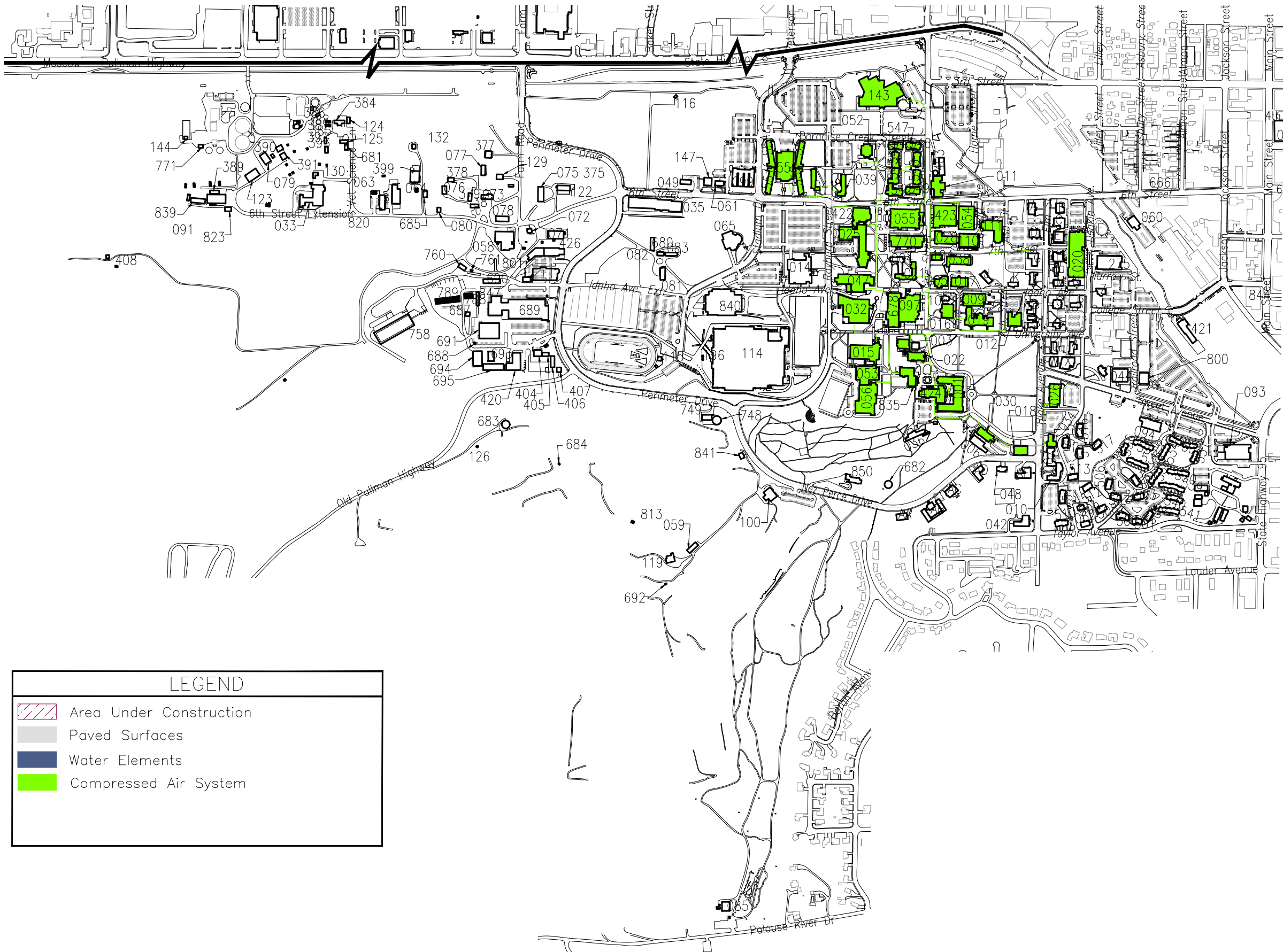


1  
K5-B NORTH FARM STEAM DISTRIBUTION SYSTEM  
Scale: 1" = 800'

NO UTILITY ON THIS SHEET



FOR CONTINUATION SEE K6-B



LEGEND

Area Under Construction

Paved Surfaces

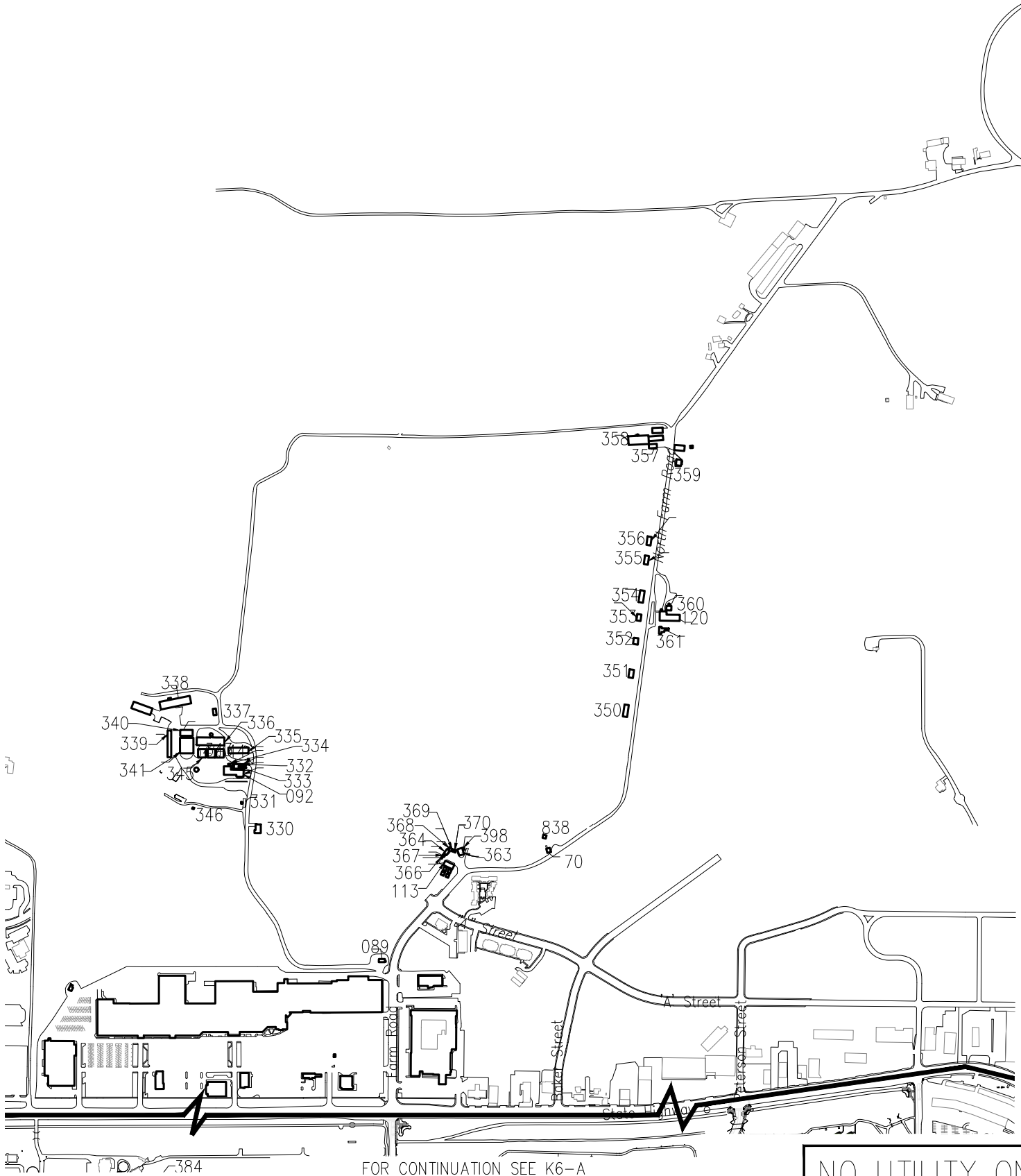
Water Elements

Compressed Air System

PUBLIC UTILITY MAPS ARE FOR PLANNING AND ESTIMATING PURPOSES. USERS ARE TO FIELD VERIFY INFORMATION.

LEGEND

Area Under Construction

Paved Surfaces

NO UTILITY ON THIS SHEET

1 NORTH FARM COMPRESSED AIR DISTRIBUTION  
K6-B Scale: 1" = 800'



FOR CONTINUATION SEE K8-B



LEGEND

- Area Under Construction
- Paved Surfaces
- Water Elements
- Storm Drain System





PUBLIC UTILITY MAPS ARE FOR PLANNING AND ESTIMATING PURPOSES. USERS ARE TO FIELD VERIFY INFORMATION.

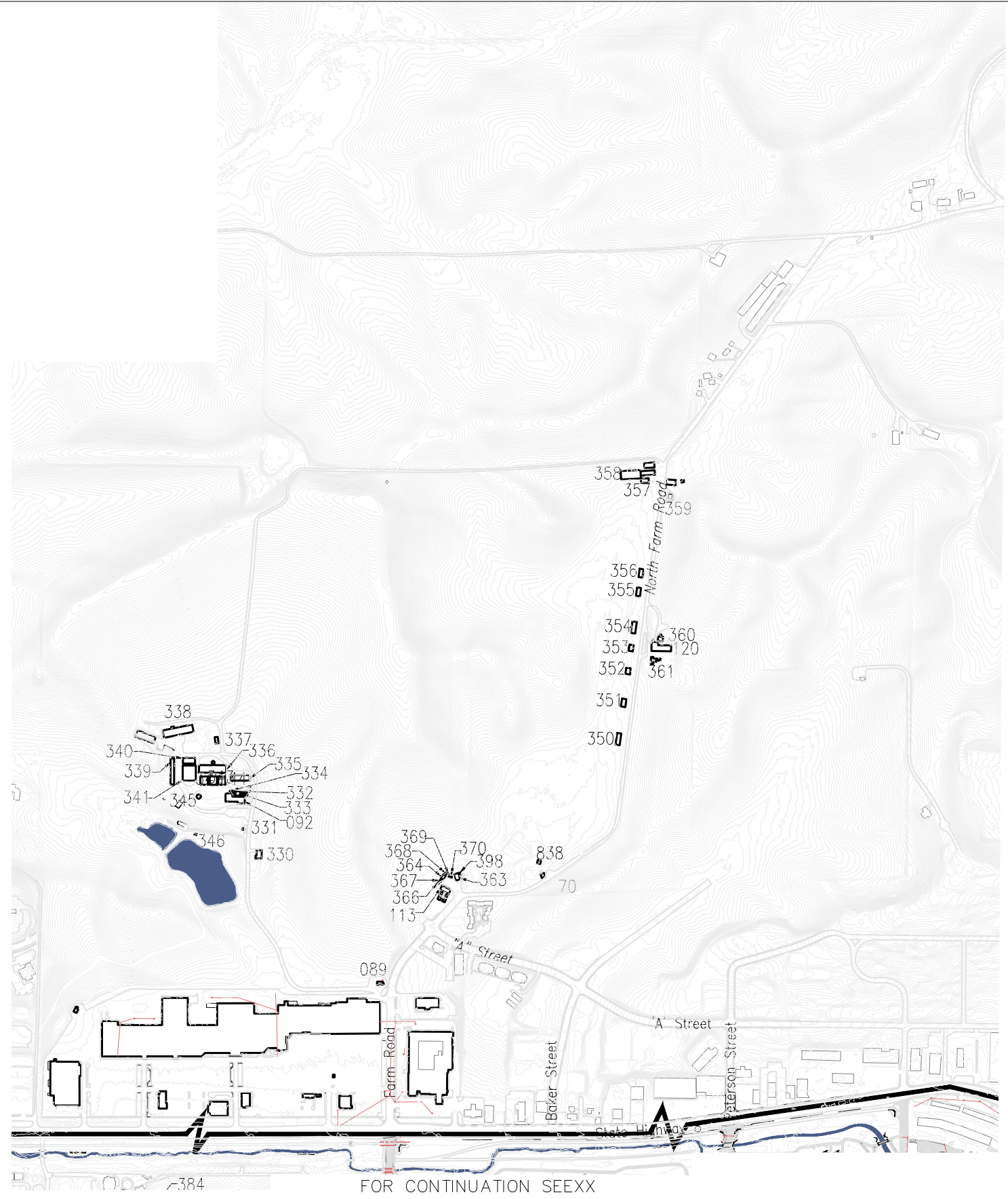
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K8-A

CAMPUS STORMWATER COLLECTION SYSTEM

Scale: 1" = 5280'



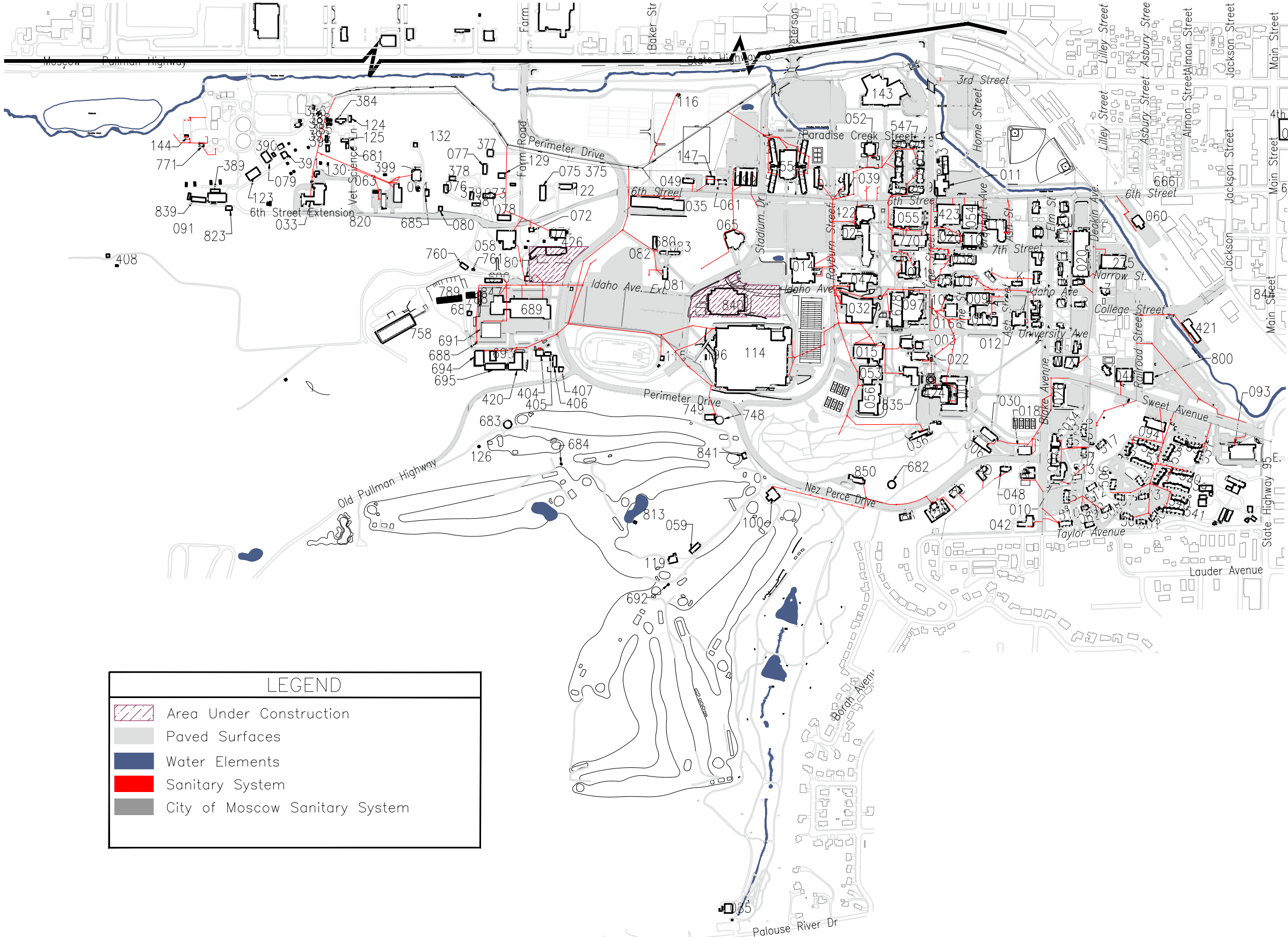
LEGEND	
	Area Under Construction
	Paved Surfaces
	Water Elements
	Storm Drain System



1 NORTH FARM STORMWATER COLLECTION SYSTEM  
K8-B Scale: 1" = 800'



FOR CONTINUATION SEE K7-B



LEGEND

- Area Under Construction
- Paved Surfaces
- Water Elements
- Sanitary System
- City of Moscow Sanitary System

PUBLIC UTILITY MAPS ARE FOR PLANNING AND ESTIMATING PURPOSES. USERS ARE TO FIELD VERIFY INFORMATION.

1  
K7-A

CAMPUS SANITARY COLLECTION SERVICE  
Scale: 1" = 529' 0"

LEGEND

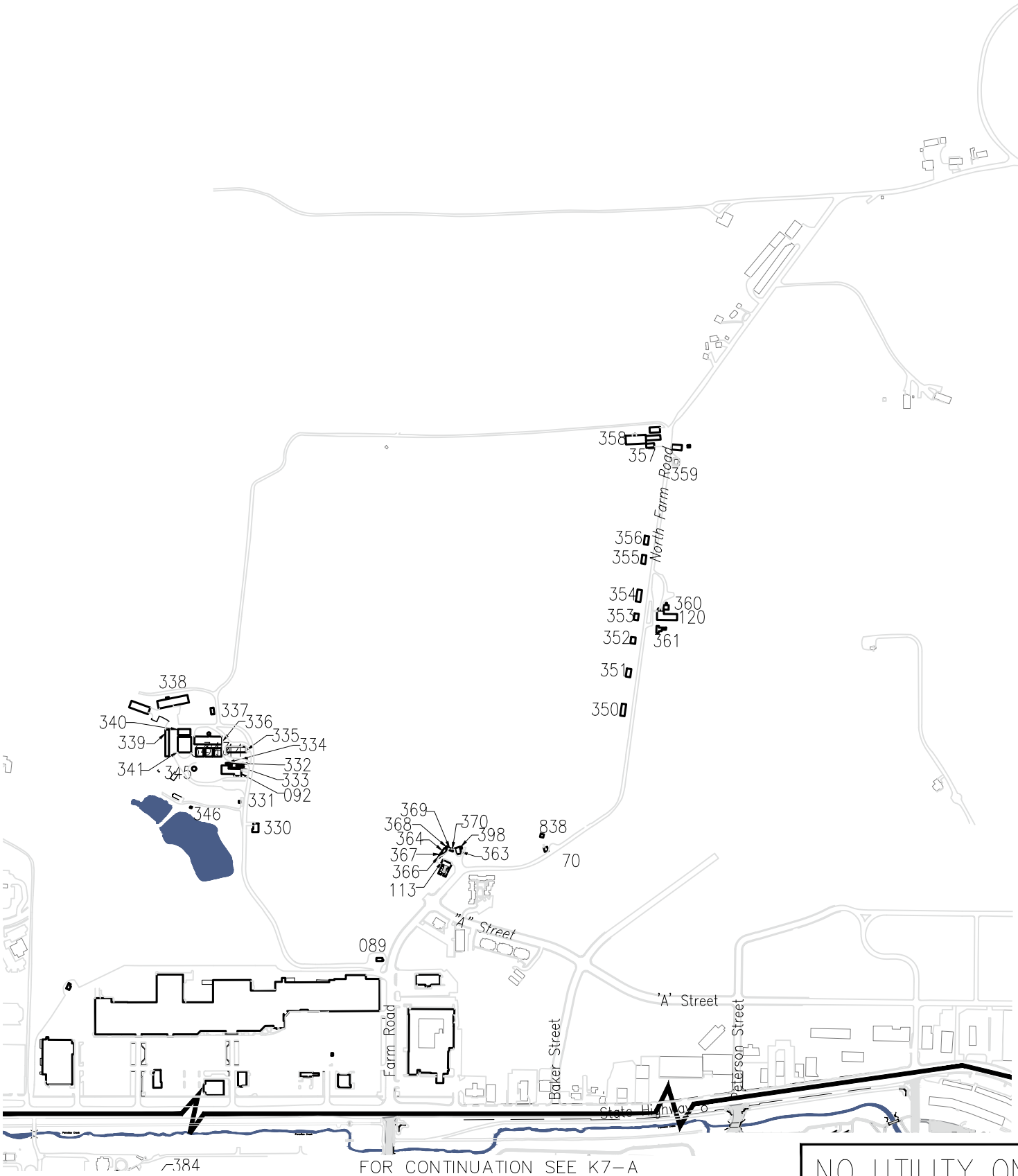
Area Under Construction

Paved Surfaces

Water Elements

Sanitary System

City of Moscow Sanitary System

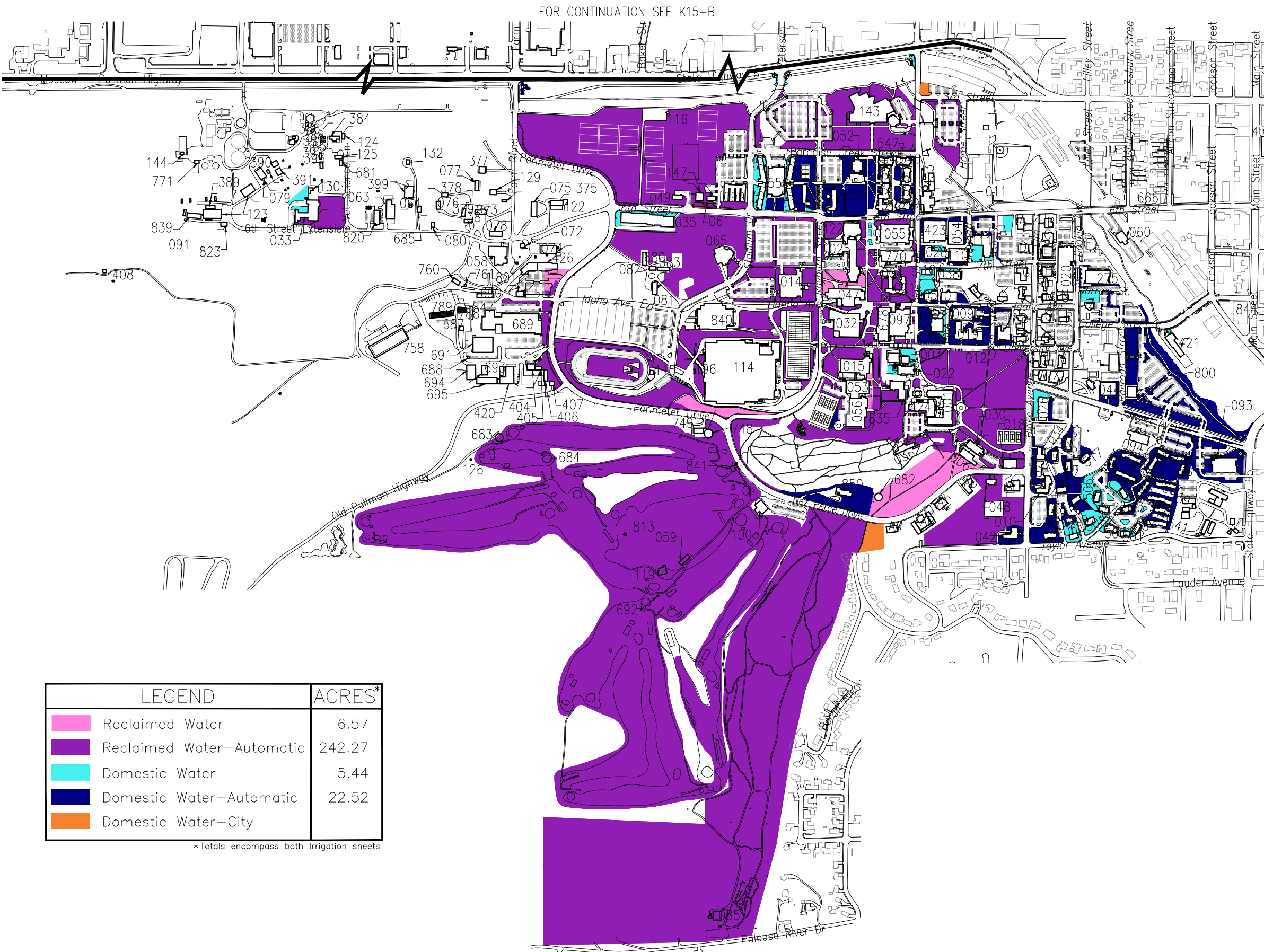


1  
K7-B

**NORTH FARM SANITARY COLLECTION SERVICE**

Scale: 1" = 800'










LEGEND		ACRES*
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<span style="display:inline-block; width:15px; height:15px; background-color: #800080; border:1px solid black;"></span>	Reclaimed Water-Automatic	242.27
<span style="display:inline-block; width:15px; height:15px; background-color: #00CED1; border:1px solid black;"></span>	Domestic Water	5.44
<span style="display:inline-block; width:15px; height:15px; background-color: #000080; border:1px solid black;"></span>	Domestic Water-Automatic	22.52
<span style="display:inline-block; width:15px; height:15px; background-color: #FF8C00; border:1px solid black;"></span>	Domestic Water-City	

\*Totals encompass both Irrigation sheets

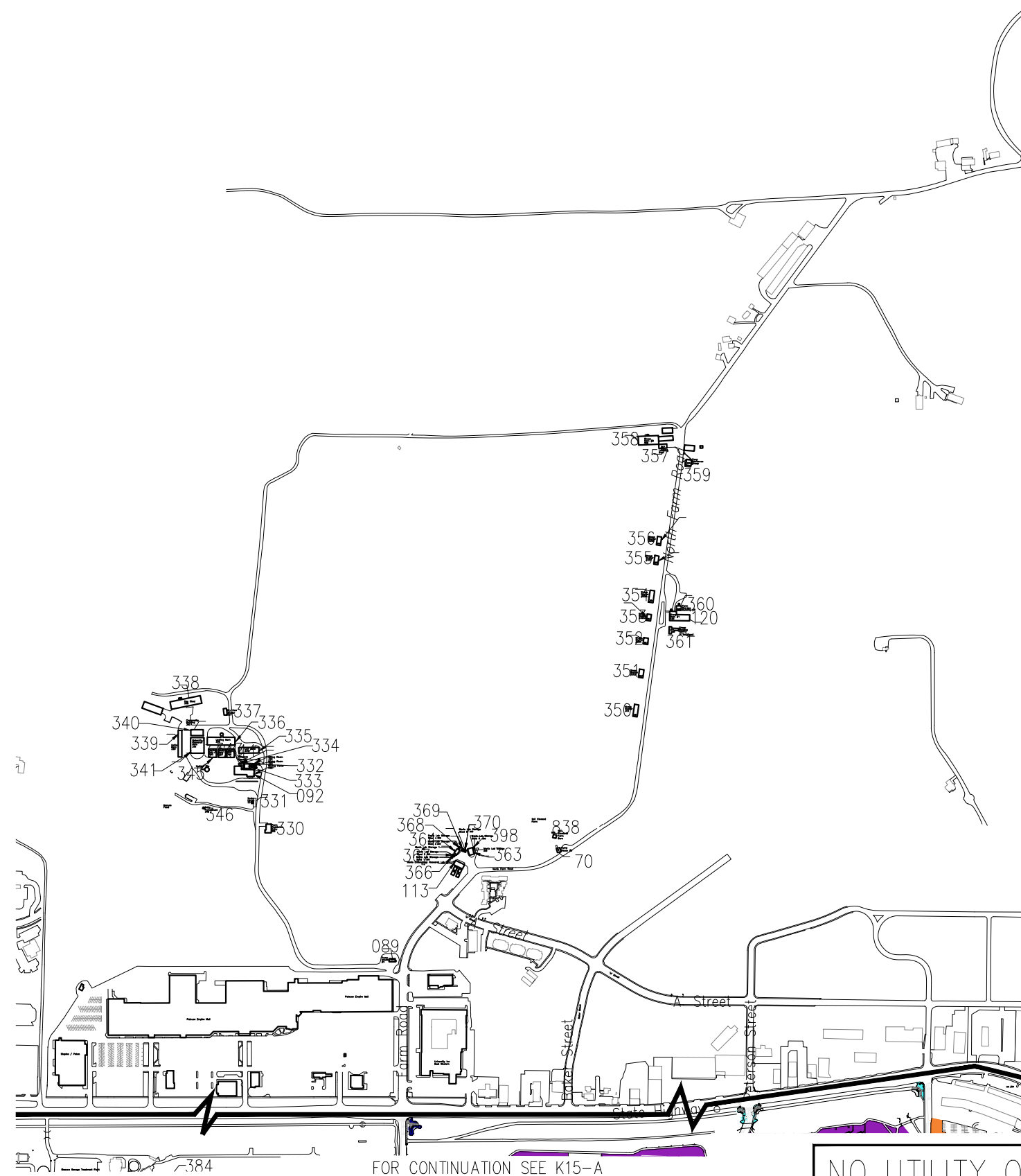
PUBLIC UTILITY MAPS ARE FOR PLANNING AND ESTIMATING PURPOSES. USERS ARE TO FIELD VERIFY INFORMATION.

**1**  
**K15-A** **MAIN CAMPUS - RECLAIMED & DOMESTIC IRRIGATION WATER SERVICE**  
Scale: 1" = 500' of 851



LEGEND		ACRES*
	Reclaimed Water	6.57
	Reclaimed Water—Automatic	242.27
	Domestic Water	5.44
	Domestic Water—Automatic	22.52
	Domestic Water—City	

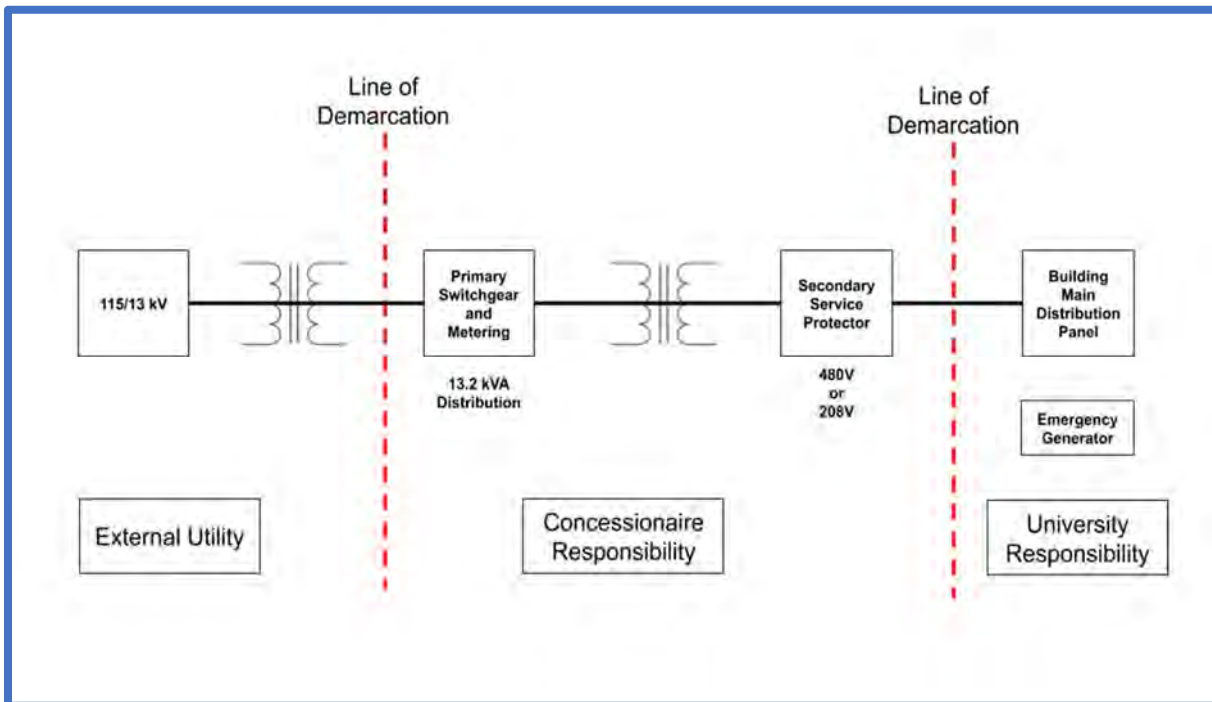
\*Totals encompass both Irrigation sheets



1  
K15-B

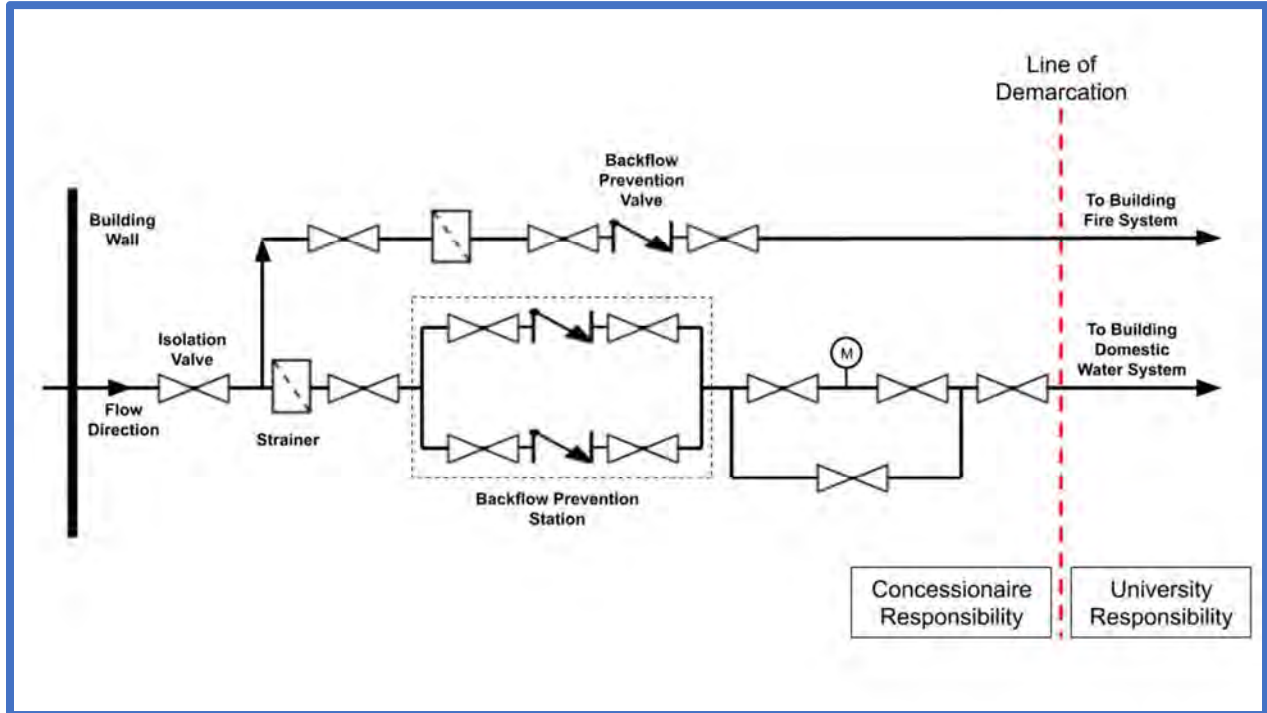
NORTH FARM - RECLAIMED & DOMESTIC IRRIGATION WATER SERVICE

Scale: 1" = 800'

**APPENDIX L****Lines of Demarcation****APPENDIX L-1**  
**Electric Line of Demarcation***Moscow Campus*

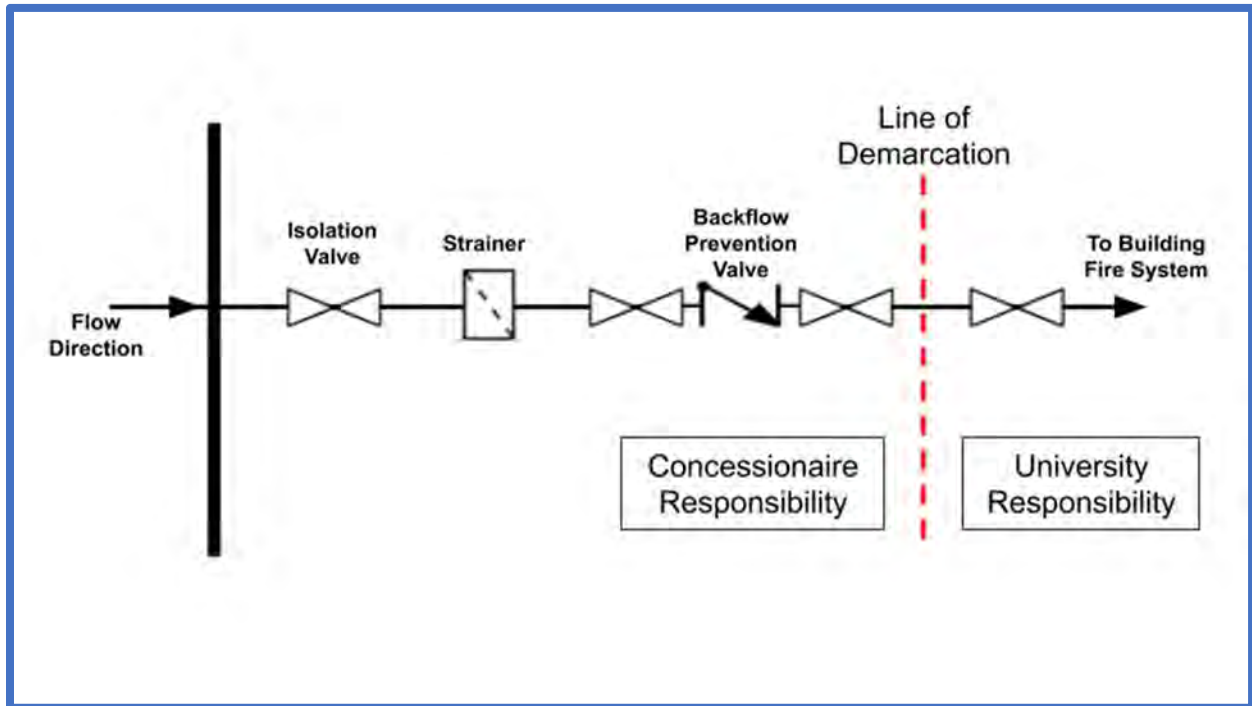
**APPENDIX L-2-A**  
**Domestic Water Line Demarcation – Fire Line of Demarcation Case 1**

*Moscow Campus*



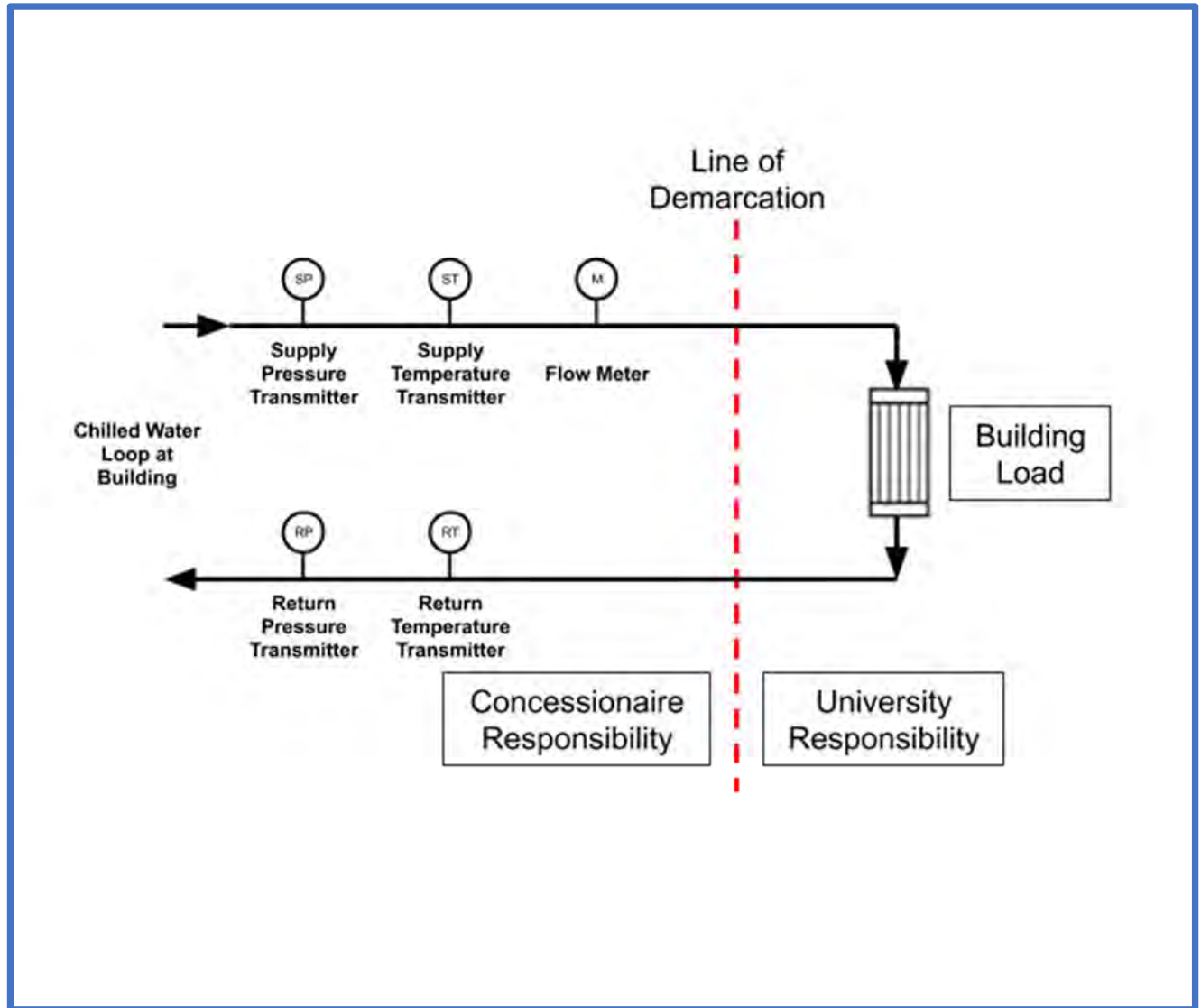
**APPENDIX L-2-B**  
**Fire Water Line of Demarcation-Case 2**

*Moscow Campus*



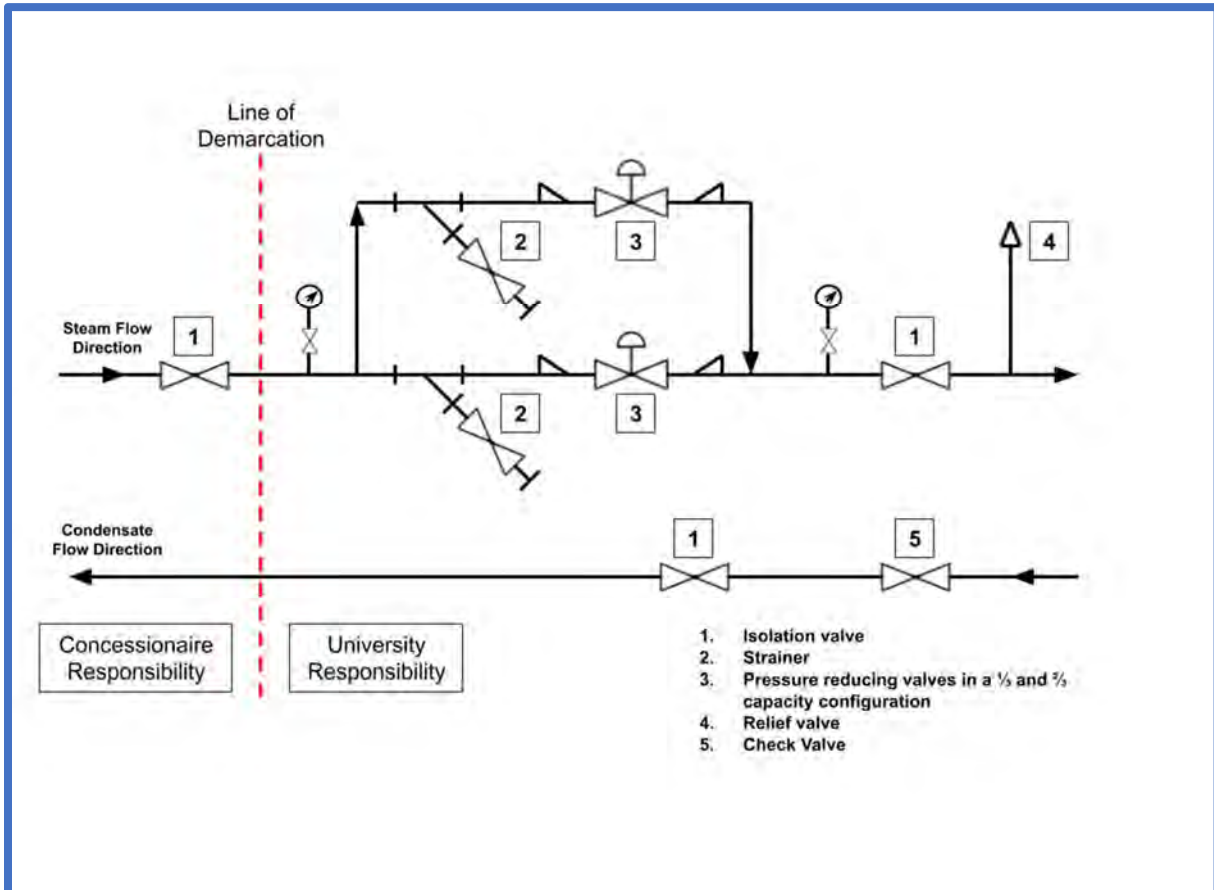
**APPENDIX L-3**  
**Chilled Water Line of Demarcation**

*Moscow Campus*

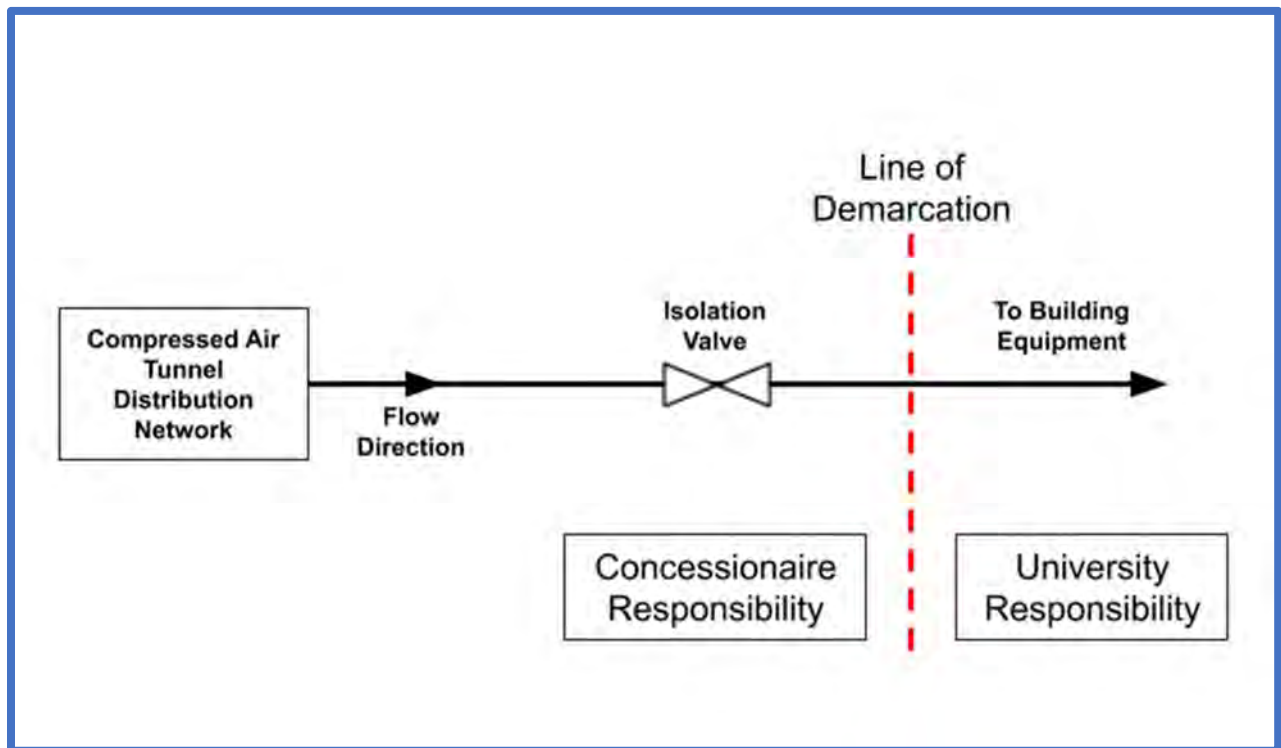


**APPENDIX L-4**  
**Steam and Condensate Line of Demarcation**

*Main Campus Line of Demarcation*



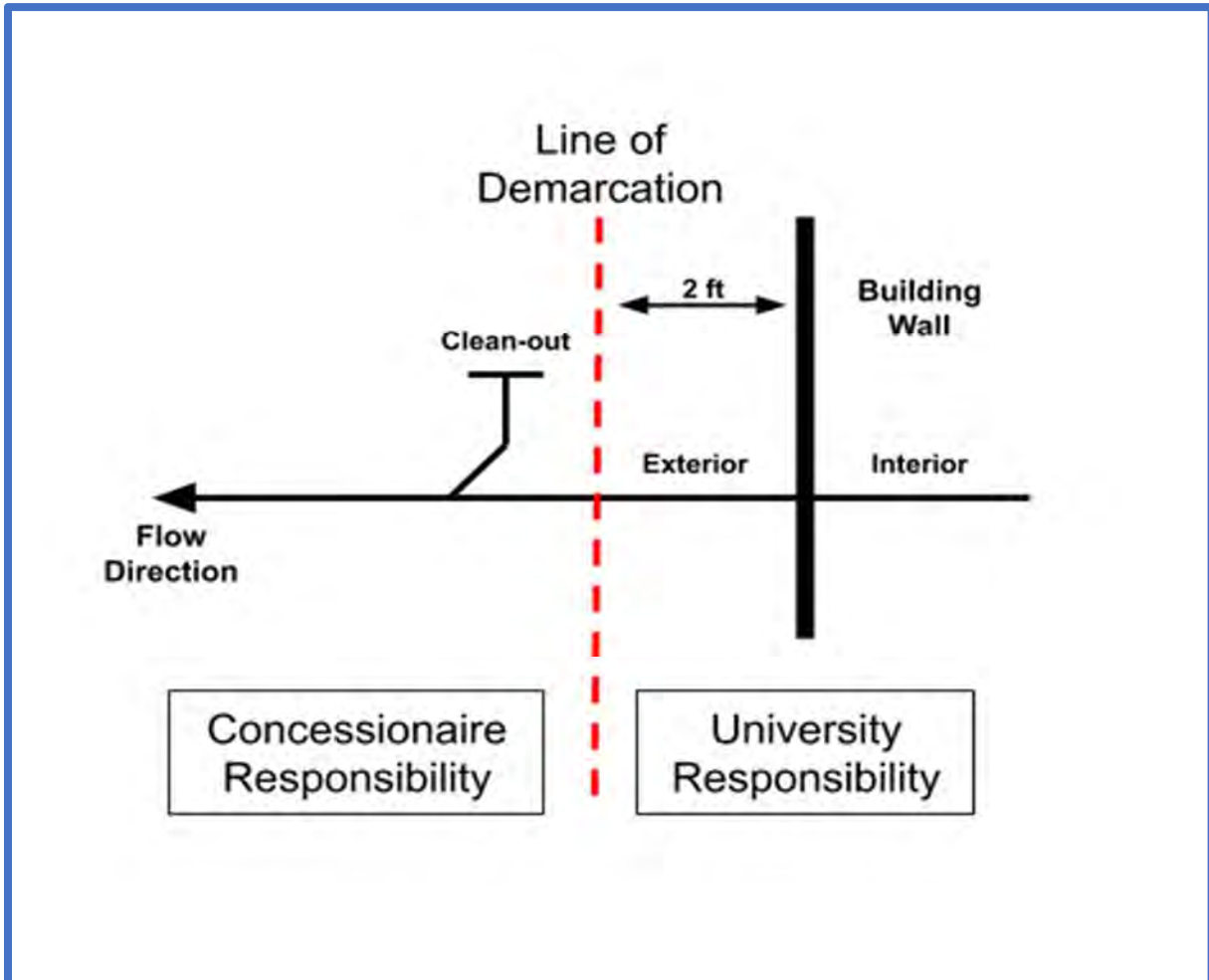
## APPENDIX L-5

Compressed Air Line of Demarcation*Main Campus Line of Demarcation*



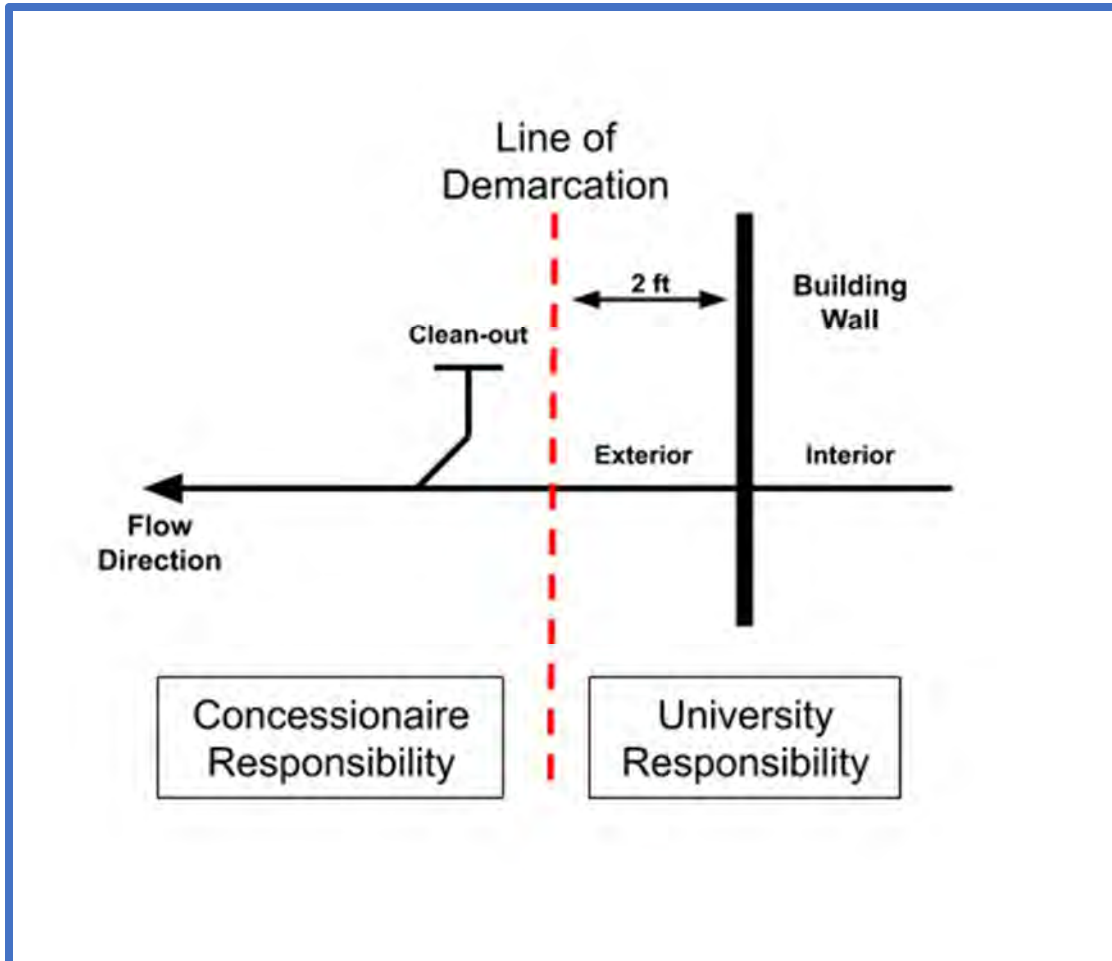
**APPENDIX L-6**  
**Storm Water Line of Demarcation**

*Main Campus Line of Demarcation – Off building storm drain leaders*



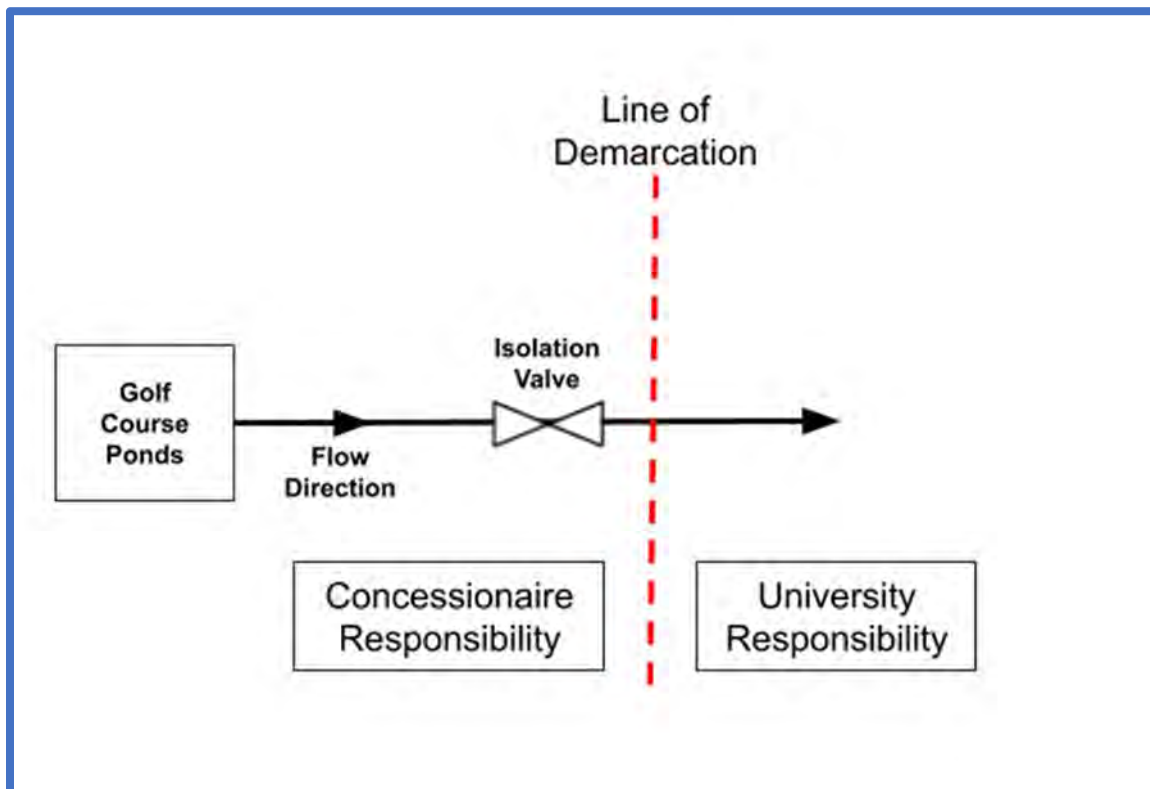
**APPENDIX L-7**  
**Sanitary Sewer Line of Demarcation**

*Main Campus Line of Demarcation*



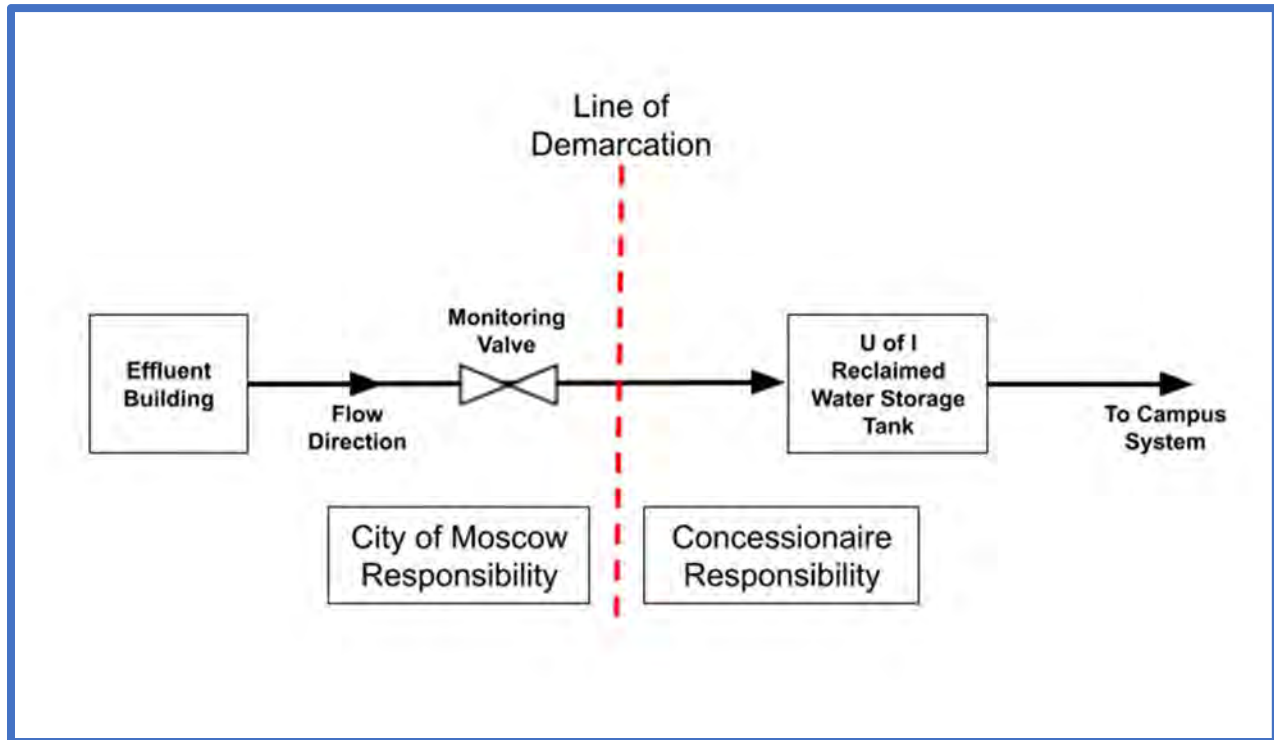
**APPENDIX L-8**  
**Reclaimed Golf-Course Service Line of Demarcation**  
**w/University of Idaho Golf Course**

*Main Campus Line of Demarcation*



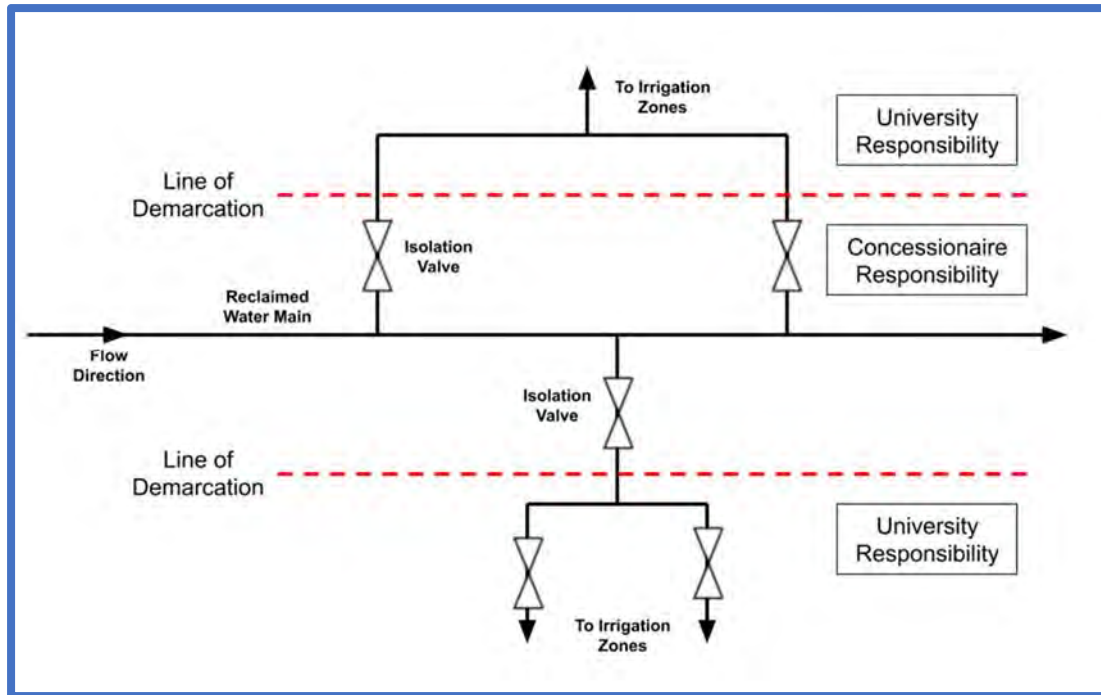
**APPENDIX L-9-A**  
**Reclaimed Line of Demarcation**  
**w/ City of Moscow WWTP**

*Main Campus Line of Demarcation*



**APPENDIX L-9-B**  
**Reclaimed Irrigation Line of Demarcation**  
**w/ University Irrigation Lines**

*Main Campus Line of Demarcation*



**APPENDIX M**  
**Reclaimed Water Permit**

06-29-12 A10:01 /N

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IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY  
REUSE PERMIT  
WRU M..02a..3  
(formerly LA..000028-03)

University of Idaho (hereafter "permittee") is hereby authorized to construct, install, and operate a reuse facility in accordance with 1) this permit; 2) IDAPA 58.01.17-Recycled Water Rules; 3) the approved plan of operation; and 4) all other applicable federal, state, and local laws, statutes and rules. This permit is effective from the date of signature and expires on June 20, 2022.

Clayton Steele  
Clayton Steele  
Regional Administrator  
Lewiston Regional Office  
Idaho Department of Environmental Quality

---

6/20/2012  
Date

ROUGH DRAFT 19 MAY 2020



Reuse Permit WRU M-028-3:  
Permit Issuance Date: June 20, 2012

University of Idaho

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Permit Expiration Date: June 20, 2022

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University of Idaho

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## I. Abbreviations and Definitions

<b>CA</b>	compliance activity
<b>CFU</b>	colony forming units
<b>COD</b>	chemical oxygen demand
<b>CQA</b>	construction quality assurance
<b>DEQ</b>	Idaho Department of Environmental Quality
<b>Director</b>	Director of the Idaho Department of Environmental Quality or the Director's Designee unless otherwise specified
<b>Ei</b>	irrigation efficiency
<b>FM</b>	flow monitoring
<b>GW</b>	ground water
<b>GWQR</b>	Ground Water Quality Rule
<b>HMU</b>	hydraulic management unit
<b>IDAPA</b>	Idaho Administrative Procedures Act.
<b>IWR</b>	irrigation water requirement
<b>LG</b>	lagoons
<b>MG</b>	million gallons
<b>MU</b>	management unit
<b>NTU</b>	nephelometric turbidity unit
<b>NVDS</b>	non-volatile (fixed) dissolved solids
<b>PS</b>	point serial (plant tissue monitoring)
<b>PO</b>	plan of operation
<b>QAPP</b>	quality assurance project plan
<b>SU</b>	soil monitoring unit
<b>WW</b>	wastewater

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Permit Expiration Date: June 20, 2022

## 2. Facility Information

Information type	Information specific for this permit
Type(s) of recycled water (check relevant boxes)	C8J Municipal  D Industrial
Facility location address	709 S Deakin Ave, Moscow, ID 83843 Latah County
Facility mailing address and phone and fax	P.O. Box 442281 Moscow, Idaho 83844-2281 (208) 885-6246; (208) 885--5748
Facility contact information	Joseph Klirie, P.E. Director of Utilities and Engineering (208) 885-6246 . facilities@uidaho.edu

## 3. Compliance Schedule for Required Activities

Compliance activity number and Completion due date	Compliance activity description
CA-028-01 One (1) year after permit issuance	<p><b>Plan of Operation:</b> Permittee shall submit to DEQ for review and approval a Plan of Operations (PO). The Plan of Operations shall comply with requirements stated in IDAPA 58.01.17.300.05. The Plan of Operations should generally include or address all of the information in the latest revision of the Plan of Operation Checklist, found in Section 1.9.3; page 1-72, of DEQ's "<i>Guidance for Wastewater Reclamation and Reuse</i>".</p> <p>The plan shall include a Quality Assurance Project Plan (QAPP) for monitoring required in this permit. The plan shall cover field activities; data verification and validation; data storage; retrieval and assessment; and monitoring program evaluation and improvement.</p> <p>The approved Plan of Operation will be included by reference and shall be an enforceable part of this permit.</p>

Compliance activity number and Completion due date	Compliance activity description
CA-028-02 One (1) year after permit issuance	<p><b>Golf Course Storage Lagoons:</b> The facility includes two storage lagoons associated with the golf course in which the condition of the liner is unknown. The permittee must conduct a Ground Water impact Assessment that assumes the lagoons are not lined to demonstrate that the addition of treated wastewater to the lagoons does not violate IDAPA 58.01.11, "Ground Water Quality Rule" (GWQR). The Ground Water impact Assessment must be submitted to DEQ for review and approval within one (1) year of permit issuance.</p> <p>If the assessment indicates that the requirements of the GWQR are not met, then the permittee shall submit to DEQ a schedule for implementation of necessary modifications/actions required for compliance with the GWQR. Upon approval of the schedule, the</p>
CA-028-03 May 1, 2013	<p><b>Turbidity Monitoring:</b> The permittee shall install one (1) in-line recording turbidimeter prior to University of Idaho disinfection that will continuously monitor the turbidity levels to demonstrate compliance with the turbidity limit as required in the Recycled Water Rules (IDAPA 58.01.17) for the Class B effluent: the daily arithmetic mean of all measurements of turbidity shall not exceed five</p>
CA-028-04 May 1, 2013	<p><b>Chlorine Residual Monitoring and Additional Flow Meters:</b> The permittee shall install a continuous chlorine residual monitor and additional flow meters as required to ensure minimum chlorine residuals are met and the required flows are measured and loadings calculated. Monitoring must be installed and working by the start of the shown</p>
CA-028-05 One hundred eighty (180) days after permit issuance	<p><b>Irrigation Management Plan:</b> The permittee shall submit to DEQ for and approval an Irrigation Management Plan to ensure that areas listed in F. Permit Limits and Conditions (Allowable irrigation sites and uses) be irrigated during periods of non-use will be segregate and the plan shall demonstrate how the system will comply with the requirement.</p>
CA-028-06 Meeting due one (1) year prior to permit expiration date Application due one hundred eighty (180) prior to the expiration	<p><b>Permit Renewal Pre-Application Meeting and Application Submittal:</b> If the permittee anticipates continuation of the operations under a reuse permit, then the permittee shall schedule a pre application meeting with DEQ at least one (1) year prior to the expiration of the permit</p> <p>In accordance with IDAPA 58.01.17.400, "Recycled Water Rules", the permittee must submit an application for permit renewal to DEQ one hundred eighty (180) day prior to expiration of the existing permit.</p>

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## 4o Permit Limits and Conditions

### 4.1. Hydraulic Management Unit Descriptions

Serial Number	Description	Type of recycled water allowed	Irrigation System Type/Irrigation Efficiency (Ei) (a proportion)	Acres
MU-028-01	Lawns, Play Fields, Arboretum (See maps in Section IO for details)	Class B	Commercial in-ground Turf Sprinkler System/ (Ei = 0.90)	348
MU-028-02	UI Golf Course	Class B	Commercial in-ground Turf Sprinkler System/ (Ei = 0.90)	134

### 4.2. Hydraulic Loading Limits, Vegetation and Grazing

Serial Number	Growing season hydraulic loading	Non growing season maximum hydraulic loading	Allowed vegetation	Grazing/ Waiting period between recycled water application & grazing
MU-028-01	Substantially at the irrigation water requirement [1]	Not allowed	Turf/ Landscape/ Pastures	Not allowed without a DEQ approved Grazing Management Plan
MU-028-02	Substantially at the irrigation water requirement [1]	Not allowed	Turf	Not allowed

[1] Irrigation Water Requirement-Any combination of wastewater and supplemental irrigation water applied at rates commensurate to the moisture requirements of the crop, and calculated monthly during the growing season (GS). The equation used to calculate the IWR is:

$$IWR = P_{def} / E_i$$

$P_{def}$  is the precipitation deficit and is synonymous with the net irrigation water requirement of the crop. The  $P_{def}$  can be found at the following website; <http://www.kimberly.uidaho.edu/ETidaho/>.

$E_i$  is the irrigation system efficiency.

### 4.3. Constituent Loading Limits

Serial Number	Constituent loading (from all sources)				
	Nitrogen (lb/acre/year)	Phosphorus (lb/acre/ year)	Salt (Non-volatile dissolved solids, NVD ) (lb/acre/year)	COD: growing season/ non-growing season (lb/ac-day)	Other (lb/acre/ year)
MU-028-01	190	N/A	N/A	N/A	N/A
MU-028-02	190	N/A	N/A	N/A	N/A

### 4.4. Hydraulic Management Unit Buffer Zones, Fencing, and Posting

Serial Number	Buffer distances (in feet) from Hydraulic Management Units				
	Inhabited dwellings/ Areas accessible to the public	Fencing and Posting	Permanent and intermittent surface water	Irrigation ditches and canals	Private water supplies/ Public water supplies
MU-028-01	60 /0	Posting required for indicated public areas and on the fence surrounding the main chlorination/pumping facility by the wastewater treatment plant see Note [I]	60	50	500/1,000
MU-028-02	60/0	Posting required for irrigated public areas and on the fence surrounding the main chlorination/pumping facility by the wastewater treatment plant see Note [1]	60	50	500/1,000

Note[I]: Signs shall read "Caution: Recycled Water- Do not Drink", or equivalent in English. Signs are to be posted every 500 feet and at each corner of the outer perimeter of the buffer zone(s) of the site.



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## 4.5. Other Permit Limits and Conditions

<del>Category</del>	<del>Permit Limits and Conditions</del>
Growing Season	May 1 through October 31 (184 days)
<del>Non-growing Season</del>	November 1 through April 31 (181 days)
<del>Operating</del> Year for Annual Loading Rates	November 1 through October 31
Operator Certification Required	The wastewater treatment facility and reuse systems shall be operated by personnel certified and licensed in the State of Idaho wastewater operator training program at the operator class level specified in IDAPA 58.01.16.203 of the "Wastewater Rules" and properly trained to operate and maintain the system. Operation of the wastewater treatment system shall be monitored on a 24-hour basis for alarm conditions, including notification of the qualified operating personnel under alarm conditions.
Disinfection Limits in Recycled Water	The median number of total coliform organisms shall not exceed 2.2 CFU/100 mL, as determined from the bacteriological results of the last 7 days for which analyses have been completed. No sample shall exceed 23 CFU/100 mL in any confirmed sample, as determined from the bacteriological results of the last 7 days for which analyses have been completed.
Disinfection requirements contact time	<ul style="list-style-type: none"> <li>• Total chlorine at the point of compliance of not less than one (1) mg/L total chlorine residual after a contact time of thirty (30) minutes at peak flow, or</li> <li>• An alternate process that is comparable. Any alternate process must be pre-approved by DEQ.</li> </ul>
Wastewater Treatment System Effluent, Turbidity Limit, Nephelometric Turbidity Units (NTUs)	<ul style="list-style-type: none"> <li>• Instantaneous maximum shall not exceed 10 NTU at anytime</li> <li>• Daily arithmetic mean shall not exceed 5 NTU</li> </ul>
Total Nitrogen (Total Kjeldahl Nitrogen+Nitrate-N+Nitrite-N Effluent Concentration Limit (mg/L)	No limit at the issuance of the permit. However, a limit may be established based on the Ground Water Impact Assessment required in CA-028-02.
Irrigation Period	Irrigation of the management units is only allowed during periods of non-use by the public. Non-use includes those times not normally used by the public and times when access is restricted by the permittee for maintenance and repair and when in compliance with the approved operating plan.
Runoff and Ponding Restrictions	The permittee shall, to the maximum extent reasonably possible, operate the land application site to prevent ponding and runoff.

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Ground Water Quality Requirement	Wastewater reuse activities conducted by permittee shall not cause a violation of the IDAPA 58.01.11, "Ground Water Quality Rule".
Construction Plans	Prior to construction, modification, or expansion of any wastewater facilities associated with the reuse systems, detailed plans and specifications shall be submitted to and approved by DEQ. Within 30 days of completion of construction, the permittee shall submit record plans and specifications to DEQ.
Annually, or as recommended by manufacturer	Document the flow measurement calibration of all flow meters and pumps used directly or indirectly to measure all wastewater, tail water, flushing water, and supplemental irrigation water flows applied to

## 5. Monitoring Requirements

### 5.1. Recycled Water and Irrigation Water Monitoring, Sampling, and Analyses

#### 5.1.1. Microbial and Constituent Monitoring

Monitoring point serial number and location	Sample description	Sample type/Frequency	Constituents (units in mg/L unless otherwise specified)
WW-028-01 Filtration effluent prior to disinfection	Turbidity of filtered wastewater treatment plant effluent	In-line continuously monitoring and recording turbidimeter	-NTU
WW-028-02 Treated and disinfected effluent	Recycled water to MU-028-01 and MU-028-02	Monitor/Continuous, when applying wastewater	-Total Chlorine Residual
		Grab/three times per week, when applying wastewater	- Total Coliform (CFU/100 ml)
		Grab/weekly, when applying wastewater	- E. coli Bacteria (colonies/100 ml)
		Grab/Monthly, when applying wastewater	- Total Kjeldahl nitrogen, nitrate + nitrite-nitrogen, total phosphorous

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**5.1.2. Flow Monitoring**

Monitoring point serial number and location	Sample description	Sample type/Frequency	Measured Parameter
FM-028-01 Pump from the chlorine contact chamber to the reuse sites	Flow from LG-028-01 to MU-028-01 and MU-028-02	- Daily reading; - Monthly compilation of data;	- flow (MG/month)
FM-028-02 Flow from the chlorine contact chamber to each of the golf course lagoons	Flow from LG-028-01 to LG-028-02 and LG-028-03	- Daily reading; - Monthly compilation of data;	- flow (MG/month) to each pond

**5.2. Soil Monitoring****5.2.1. Soil Monitoring Unit Descriptions**

Monitoring point serial	Description	Associated MU
SU-028-01	Lawns, Play Fields, Arboretum	MU-028-01
SU-028-02	UI Golf Course	MU-028-02

**5.2.2. Soil Monitoring, Sampling and Analyses**

Monitoring point serial number	Sample type	Sample frequency	Constituents (units in mg/kg soil unless otherwise specified)
SU-028-01 SU-028-02	Composite samples	March of 2016 and March of 2021	- electrical conductivity (umhos/cm in saturated paste extract) - nitrate-nitrogen - ammonium nitrogen - plant available phosphorus

Five (5) locations in each soil monitoring unit (SU) shall be sampled. At each location, samples shall be obtained from three depths: 0- 12 inches; 12- 24 inches; and 24- 36 inches or refusal. The five (5) subsamples obtained from each depth shall be composited by depth to yield three comp site samples for each soil monitoring unit; one composite sample for each depth.

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**5.3. Lagoon Information**

Serial number	Description
LG-028-01	Concrete storage basin
LG-028-02	Golf Course Pond No. 1
LG-028-03	Golf Course Pond No. 2

**6. Reporting Requirements****6.1. Annual Report Requirements**

The permittee shall submit to DEQ an annual report prepared by a competent environmental professional covering the previous reporting year. The report shall be in the format as prescribed by DEQ.

**6.1.1. Due Date**

The annual report is due no later than January 31 of each year, which shall cover the previous reporting year.

**6.1.2. Required Contents**

6.1.2.1. The Annual Report shall include the following:

- 6.1.2.2. an interpretive discussion of all required monitoring data. The report shall address data quality objectives and facility environmental impacts. The reporting year for this permit is specified in Section 4.5.
- 6.1.2.3. the results of the required monitoring as described in Section 5 of this permit. If the Permittee monitors any parameter more frequently than required by this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the annual report.
- 6.1.2.4. written status of all work described in Section 3 of this permit.
- 6.1.2.5. written summary of all noncompliance events that occurred during the reporting year.
- 6.1.2.6. submittal of the calculations and observations for HMUs specified in the table below:

**Hydraulic Management Unit Reporting**

Monitoring point serial number	Parameter {calculate for each HMU}	Units
MU-028-01 MU-028-02	Recycled water loading rate	Million gallons/month Inches/month

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Monitoring point serial number	Parameter (calculate for each HMU)	Units
	Irrigation water loading rate	Million gallons/month Inches/month
	Recycled water nitrogen and phosphorus loading rates	Pounds/acre-year
	Irrigation water nitrogen and phosphorus loading rates	Pounds/acre-year
	Fertilizer nitrogen and phosphorus application rates	Pounds/acre-year

**6.1.3. Submittal**

The annual report shall be submitted to the following DEQ Regional Office at this address:

Clayton Steele, Regional Administrator  
Idaho Department of Environmental Quality  
Lewiston Regional Office  
1118 "F" St.  
Lewiston, ID 83501  
(208) 799-4370 / (208) 799-3451

**6.2. Emergency and Non-compliance Reporting**

Report noncompliance incidents to the DEQ Regional Office. See Section 6.1.3 for the Regional Office phone number.

In case of emergencies, call the Emergency 24 Hour Number: 1-800-632-8000 as well as the DEQ Regional Office.

See also Section 7, Standard Permit Conditions and IDAPA 58.01.17.500.06 for reporting requirements for facilities.

**7. Standard Permit Conditions**

The following Standard Permit Conditions are included as terms of this permit as required by the Recycled Water Rules, IDAPA 58.01.17.500.

**500. STANDARD PERMIT CONDITIONS.**

*The following conditions shall apply to and be included in all permits.* (4-1-88)

**OJ. Compliance Required.** *The permittee shall comply with all conditions of the permit.* (4-1-88)

2. **Renewal Responsibilities.** *If the permittee intends to continue operation of the permitted facility after the expiration of an existing permit, the permittee shall apply for a new permit in accordance with these rules.* (4-1-88)

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3. **Operation of Facilities.** *The permittee shall at all times properly maintain and operate all structures, systems, and equipment for treatment, control and monitoring, which are installed or used by the permittee to achieve compliance with the permit or these rules.* (4-1-88)

4. **Provide Information.** *The permittee shall furnish to the Director within a reasonable time, any information including copies of records, which may be requested by the Director to determine whether cause exists for modifying, revoking, re-issuing, or terminating the permittee, or to determine compliance with the permit or these rules.* (4-1-88)

5. **Entry and Access.** *The permittee shall allow the Director, consistent with Title 39, Chapter 1, Idaho Code, to:* (4-1-88)

a. *Enter the permitted facility.* (4-1-88)

b. *Inspect any records that must be kept under the conditions of the permitted.* (4-1-88)

c. *Inspect any facility, equipment, practice, or operation permitted or required by the permit.* (4-1-88)

d. *Sample or monitor for the purpose of assuring permitted compliance, any substance or any parameter at the facility.* (4-1-88)

6. **Reporting.** *The permittee shall report to the Director under the circumstances and in the manner specified in this section:* (4-1-88)

a. *In writing at least thirty (30) days before any planned physical alteration or addition to the permitted facility or activity if that alteration or addition would result in any significant change in information that was submitted during the permit application process. When the alteration or addition results in a need for a major modification, such alteration or addition shall not be made prior to Department approval issued in accordance with these rules.* (4-7-11)

b. *In writing thirty (30) days before any anticipated change which would result in noncompliance with any permit condition or these rules.* (4-1-88)

c. *Orally within twenty-four (24) hours from the time the permittee became aware of any noncompliance which may endanger the public health or the environment at telephone numbers provided in the permit by the Director.* (4-1-88)

d. *In writing as soon as possible but within five (5) days of the date the permittee knows or should know of any noncompliance unless extended by the Department. This report shall contain:* (4-1-88)

i. *A description of the noncompliance and its cause;* (4-1-88)

ii. *The period of noncompliance including to the extent possible, times and dates and, if the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and* (4-7-11)

m. *Steps taken or planned, including timelines, to reduce or eliminate the continuance or reoccurrence of the noncompliance.* (4-7-11)

e. *In writing as soon as possible after the permittee becomes aware of relevant facts not submitted or incorrect information submitted, in a permit application or any report to the Director. Those facts or the correct information shall be included as apart of this report.* (4-1-88)

7. **Minimize Impacts.** *The permittee shall take all necessary actions to eliminate and correct any adverse impact on the public health or the environment resulting from permit noncompliance.* (4-1-88)

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8. *Compliance with "Ground Water Quality Rule." Permits issued pursuant to these rules shall require compliance with IDAPA 58.01.11, "Ground Water Quantity Rule."* (4-7-11)

## 8. General Permit Conditions

The following General Permit Conditions are identical to the cited rules at the time of issuance and are enforceable as part of this permit. Note that the rules cited in this section, and elsewhere in this permit, are supplemented by the rules themselves. Rules applicable to your facility are enforceable whether or not they appear in this permit.

### 8.1. Operations

#### 8.2. Backflow Prevention

Reuse facilities with existing or planned cross-connections or interconnections between the recycled water system and any water supply (potable or non-potable), shall have backflow prevention assemblies as required by applicable rule or regulation and approved by DEQ. Such assemblies shall be adequately maintained, and shall be tested annually by a certified backflow assembly tester and repaired or replaced as necessary to maintain operational status. Records of backflow assembly test results, repairs, and replacements shall be kept at the reuse facility along with other operational records, and shall be discussed in the Annual Report and made available for inspection by DEQ. Other approved means of backflow prevention, such as siphons and air-gap structures that cannot be tested, shall be maintained in operable order.

Backflow prevention may be required on a case-by-case basis, as determined by DEQ, to isolate different classes of recycled water.

##### 8.2.1. Restricted to Premises

Wastewater(s) or recharge waters applied to the land surface must be restricted to the premises of the application site. Wastewater discharges to surface water that require a permit under the Clean Water Act must be authorized by the U.S. Environmental Protection Agency (IDAPA 58.01.16.600.02).

##### 8.2.2. Health Hazards, Nuisances and Odors Prohibited

Health hazards, nuisances, and odors are prohibited as follows:

- Wastewater must not create a public health hazard or nuisance condition. (IDAPA 58.01.16.600.03)
- No person shall allow, suffer, cause or permit the emission of odorous gases, liquids or solids into the atmosphere in such quantities as to cause air pollution, (IDAPA



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58.01.01.776.01)

- Air Pollution. The presence in the outdoor atmosphere of any air pollutant or combination thereof in such quantity of such nature and duration and under such conditions as would be injurious to human health or welfare, to animal or plant life, or to property, or to interfere unreasonably with the enjoyment of life or property. (IDAPA 58.01.01.006.06)

**8.2.3. Solids Management**

Solids must be managed as follows:

- Solid waste regulated under *IDAPA 58.01.06 - Solid Waste Management Rules and Standards* shall be managed to comply with such rules and, where applicable, this permit.
- Sludge usage regulated under *IDAPA 58.01.16.650- Wastewater Rules* shall be managed to comply with such rules and, where applicable, this permit.

Note: Biosolids use is regulated by federal law, and may be regulated by local ordinances.

**8.2.4. Temporary Cessation of Operations and Closure (IDAPA 58.01.17.801)**

Temporary cessation of operations and closure must be addressed as follows:

**01. Temporary Cessation.** A permittee shall implement any applicable conditions specified in the permit for temporary cessation of operations. When the permit does not specify applicable temporary cessation conditions, the permittee shall notify the Director prior to a temporary cessation of operations at the facility greater than sixty (60) days in duration and any cessation not for regular maintenance or repair. Cessation of operations necessary for regular maintenance or repair of a duration of sixty (60) days or less are not required to notify the Department under this section. All notifications required under this section shall include a proposed temporary cessation plan that will ensure the cessation of operations will not pose a threat to human health or the environment. (4-7-11)

**02. Closure.** A closure plan shall be required when a facility is closed voluntarily and when a permit is revoked or expires. A permittee shall implement any applicable conditions specified in the permit for closure of the facility. Unless otherwise directed by the terms of the permit or by the Director, the permittee shall submit a closure plan to the Director for approval at least ninety (90) days prior to ceasing operations. The closure plan shall ensure that the closed facility will not pose a threat to human health and the environment. Closure plan approval may be conditioned upon a permittee's agreement to complete such site investigations, monitoring, and any necessary remediation activities that may be required. (4-7-11)

**8.2.5. Plan of Operation (IDAPA 58.01.17.300.05)**

The Plan of Operation must comply with the following:

**05. Reuse Facility Operation and Maintenance Manual or Plan of Operations.** A facility's operation and maintenance manual must contain all system components relating to the reuse facility in order to comply with IDAPA 58.01.16 "Wastewater Rules," Section 425. Manuals and manual amendments are subject to the review and approval provision therein. In addition to the content required by IDAPA 58.01.16.425, manuals for reuse facilities shall include, if applicable: operation and equipment manuals reflecting responsibility, permits and standards, general plant description, operation and control of operations, and application site maps, wastewater characterization,

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*cropping plan, hydraulic loading rate, constituent loading rates, compliance activities, seepage rate testing, site management plans, monitoring, site operations and maintenance, solids handling and processing, laboratory testing, general maintenance, records and reports, store room and inventory, personnel, an emergency operating plan, and any other information required by the Department.* (4-7-11)

**8.2.6. 10-Year Lagoon Seepage Testing (IDAPA 58.01.16.493.02)**

Seepage testing must meet the following requirements:

*c. Subsequent Tests. All lagoons covered under these rules must be seepage tested by an Idaho licensed professional engineer, an Idaho licensed professional geologist, or by individuals under their supervision every ten (10) years after the initial testing.* (5-8-09)

*e. Procedures for Performing a Seepage Test. The procedure for performing a seepage test or alternative analysis must be approved by the Department, and the test results must be submitted to the Department. If an existing lagoon has passed a seepage test before April 15, 2012 and submitted the results to the Department, the owner of that lagoon has ten (10) years from the date of the testing to comply with this requirement.* (5-8-09)

**8.2.7. Ground Water Quality (IDAPA 58.01.11)**

The permittee shall comply with the requirements of IDAPA 58.01.11 - Ground Water Quality Rule.

**8.3. Administrative**

Requirements for administration of the permit are defined as follows.

**8.3.1. Permit Modification (IDAPA 58.01.17.700)**

***OJ. Modification of Permits.*** A permit modification may be initiated by the receipt of a request for modification from the permittee, or may be initiated by the Department if one (1) of more of the following causes for modification exist: (4-7-11)

*a. Alterations. There are material and substantial alterations or additions to the permitted facility or activity which occurred after permit issuance which justify the application of permit conditions that are different or absent in the existing permit.* (4-7-11)

*b. New standards or regulations. The standards or regulations on which the permit was based have been changed by promulgation of amended standards or regulations or by judicial decision after the permit was issued.* (4-7-11)

*c. Compliance schedules. The Department determines good cause exists for modification of a compliance schedule or terms and conditions of a permit.* (4-7-11)

*d. Non-limited pollutants. When the level of discharge of any pollutant which is not limited in the permit exceeds the level which may cause an adverse impact to surface or ground waters.* (4-7-11)

*e. To correct technical mistakes, such as errors in calculation, or mistaken interpretations of law made in determining permit conditions.* (4-7-11)

*j. PV* When a treatment technology proposed, installed, and properly operated and maintained by the

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permittee fails to achieve the requirements of the permit. (4-7-11)

**2. Minor Modifications.** Minor modifications are those which if granted would not result in any increased hazard to the environment or to the public health. If a permit modification satisfies the criteria for "minor modifications," the permit may be modified without issuance of and permit or public review. Minor modifications are normally limited to: (4-7-11)

- a. The correction of typographical errors or formatting changes; (4-7-11)
- b. Transfer of ownership or operational control, or responsible official; (4-7-11)
- c. A change in monitoring or reporting frequency requirements, or revision of a laboratory method; (4-7-11.)
- d. Change compliance due date in a schedule of compliance, provided the new date does not exceed six (6) months; (4-7-11)
- e. Change or add a sampling location; (4-7-11)
- f. Change to a higher level of treatment without a change in end uses; (4-7-11)
- g. Change in technology; (4-7-11)
- h. Removal of an allowed use; (4-7-11)
- i. Correct minor technical errors, such as citations of law, and citations of construction specifications;- (4-7-11)
- j. Change in a contingency plan resulting in equal or more efficient responsiveness; or (4-7-11)
- k. Remove of acreage from irrigation without an increase in loadings. (4-7-11)

**3. Major Modifications.** All modifications not considered minor shall be considered major modifications. The procedure for making major modifications shall be the same as that used for a new permit under these rules. Some examples of the major modifications are: (4-7-11)

- a. Changes in the treatment system; (4-7-11)
- b. Adding an allowed use; (4-7-11)
- c. Changes to a lower (less treated) class of water; (4-7-11)
- d. Addition of acreage used for irrigation; or (4-7-11)
- e. Changes to less stringent discharge limitations. (4-7-11)

### 8.3.2. Permit Transfer (IDAPA 58.01.17.800)

**1. General.** A permit may be transferred only upon approval of the Department. No transfer is required for a corporate name change as long as the secretary of state can verify that a change in name alone has occurred. An attempted transfer is not effective for any purpose until approved in writing by the Department. (4-7-11)

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**2. Request for Transfer.** *Either the permit holder,(permittee) or the person to whom the permit is proposed to be transfer (transferee) shall submit to the department a request for transfer at least thirty (30) days before the proposed transfer date. The request for transfer shall include:* (4-7-11}

*a. Legal name and address of the permittee;* (4-7-11 }

*b. Legal name and address of the transferee;* (4-7-11)

*c. Location and the common name of the facility;* (4-7-11)

*d. Date of proposed transfer;* (4-7-11)

*e. Sufficient documentation for the Department to determine that the transferee will meet the requirements listed in JDAPA 58.01.16 "Wastewater Rules," Section 409, relating to technical, financial and managerial capacity;* (4-7-11}

*f. A signed declaration by the transferee that the transferee has reviewed the permit and understands the terms of the permit;* (4-7-11)

*g. A sworn statement that the request is made with the full knowledge and consent of the permittee if the transferee is submitting the request, ·* (4-7-11)

*h. Identification of any Judicial decree, compliance agreement, enforcement order, or other outstanding obligating instrument, the terms of which have not been, met, along with legal instruments sufficient to address liabilities under such decree, agreement, order, or other obligating instrument, · and* (4-7-11)

*i.. Any other information the director may reasonably require.* (4-7-11)

**3. Effective Date ·Of Transfer.** *Responsibility for compliance with the terms and conditions of the permit and liability for any violation associated therewith is assumed by the transfer, effectilie on the date indicated in the approved transfer.* (4-7-11)

**4. Compliance with Permit Conditions Pending Transfer Approval.** *Prior to a transfer approval, the permittee shall continue to be responsible for compliance with the terms and conditions of the permit and be liable for any ·violation associated therewith, regardless of whether ownership or operational control of the permitted facility has been transferred.* (4-7-11)

**5. Transferee Liability Prior to Transfer Approval.** *If a proposed transferee causes or allows operation of the facility under his ownership or control before approval of the peImit transferl such transferee shall be considered to be operating without a permit or authorization required by these rules and may be cited for additional violations as applicable.* (4-7-11)

**6. Compliance Record of Transferee.** *The director may consider the prior compliance record of the transferee, if any, in the decision to approve or disapprove a transfer.* (4-7-11}

### **8.3.3. Permit Revocation (IDAPA 58.01.17.920)**

**1. Conditions for Revocation.** *The Director may revoke a permit if the permittee violates any permit condition or these rules, or the Director becomes aware of any omission or misrepresentation of condition or information relied upon when issuing the permit.* (4-7-11)

**2. Notice of Revocation.** *Except in cases of emergency, the Director shall issue a written notice of*

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*intent to revoke to the permittee prior to final revocation. Revocation shall become final within thirty-five (35) days*

*of receipt of the notice by the permittee, unless within that time the permittee requests an administrative hearing in writing. The hearing shall be conducted in accordance with IDAPA 58.01.23, Rules of Administrative Procedure Before the Board of Environmental Quality."* (5-3-03)

**3. Emergency Action.** *If the Director finds the public health, safety or welfare requires emergency action, the Director shall incorporate findings in support of such action in a written notice of emergency revocation issued to the permittee. Emergency revocation shall be effective upon receipt by the permittee. Thereafter, if requested by the permittee in writing, the Director shall provide the permittee a revocation hearing and prior notice thereof. Such hearings shall be conducted in accordance with IDAPA 58.01.23, Rules of Administrative Procedure Before the Board of Environmental Quality."* (3-15-02)

**4. Revocation and Closure.** *A permittee shall perform the closure requirements in a permit, the closure requirements of these rules, and complete all closure plan activities notwithstanding the revocation of the permit. (4-7-11)*

#### **8.3.4. Violations (IDAPA 58.01.17.930)**

*Any person violating any provision of these rules or any permit or order issued thereunder shall be liable for a civil penalty not to exceed ten thousand dollars (\$10,000) or one thousand dollars (\$1,000) for each day of a continuing violation, whichever is greater. In addition, pursuant to Title 39, Chapter J, - Idaho Code, any willful or negligent violation may constitute a misdemeanor.* (4-1-88)

#### **8.3.5. Severability**

The provisions of this permit are severable, and if a provision or its application is declared invalid or unenforceable for any reason, that declaration will not affect the validity or enforceability of the remaining provisions.

## **8.4. Other Applicable Laws**

The Department may refer enforcement of the following provisions to the state agency authorized to enforce that rule. The permittee shall comply with all applicable provisions identified in this section, as well as all other applicable federal, state, and local laws, statutes and rules.

### **8.5. Owners Responsibilities for Well Use and Maintenance**

#### **8.5.1. Well Use**

The well owner must not operate any well in a manner that causes waste or contamination of the ground water resource. Failure to operate, maintain, knowingly allow the construction of any well in a manner that violates these rules, or failure to repair or properly decommission (abandon) any well as herein required will subject the well owner to civil penalties as provided by statute. See IDAPA 37.03.09.036.01 and consult the Idaho Department of Water Resources (IDWR) for more information.

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The well owner must maintain the well to prevent waste or contamination of ground waters through leaky casings, pipes, fittings, valves, pumps, seals or through leakage around the outside of the casings, whether the leakage is above or below the land surface. Any person owning or controlling a non-compliant well must have the well repaired by a licensed well driller under a permit issued by the Director of the IDWR in accordance with the applicable rules. See IDAPA 37.03.09.036.02 and consult the IDWR for more information.

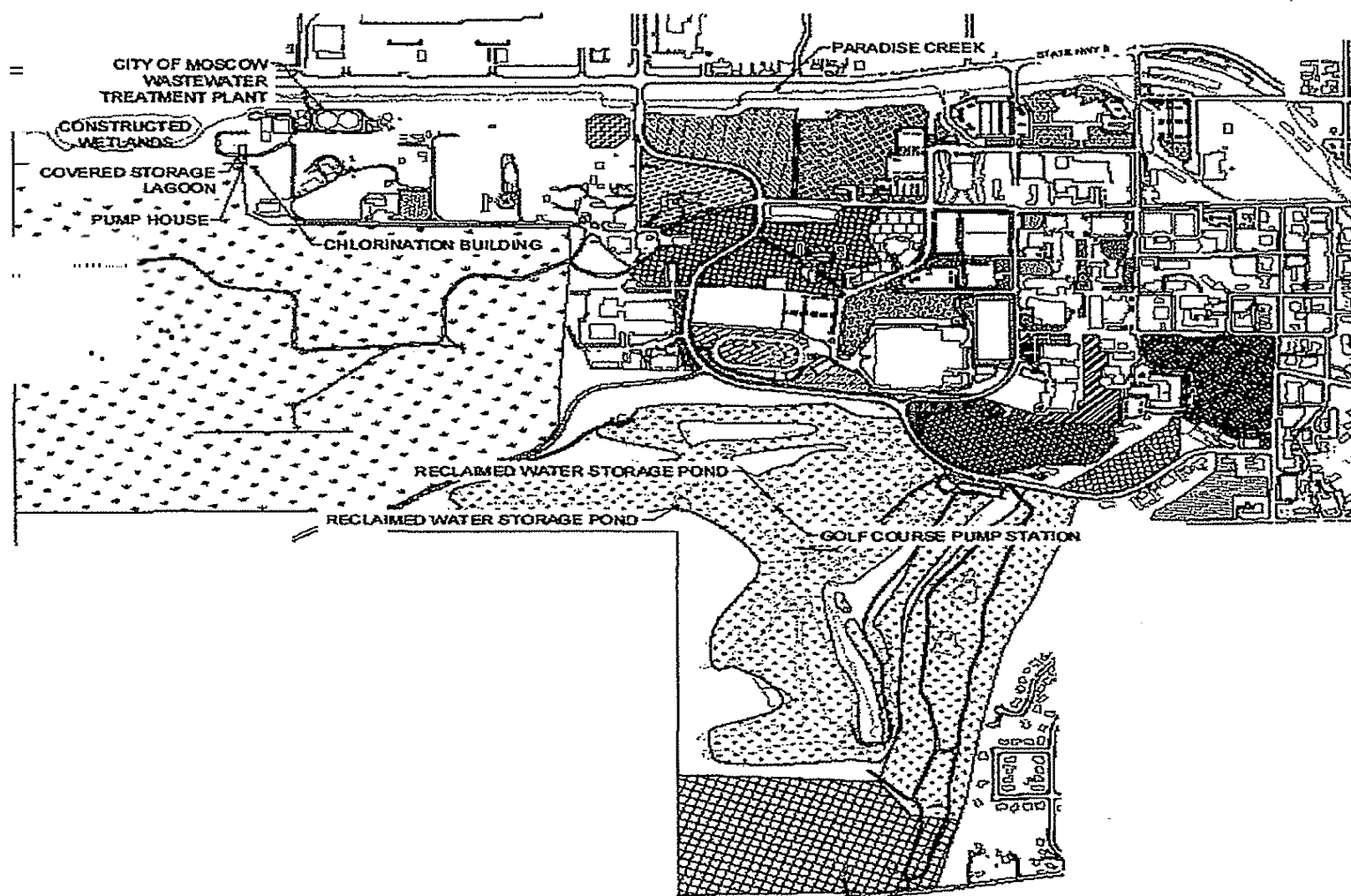
**8.5.3. Wells Posing a Threat to Human Health and Safety or Causing Contamination of the Ground Water Resource**

The well owner must have any well shown to pose a threat to human health and safety or cause contamination of the ground water resource immediately repaired or decommissioned (abandoned) by a licensed well driller under a permit issued by the Director of the IDWR in accordance with the applicable rules. See IDAPA 37.03.09.036.06 and consult the IDWR for more information.

## 10. Site Maps

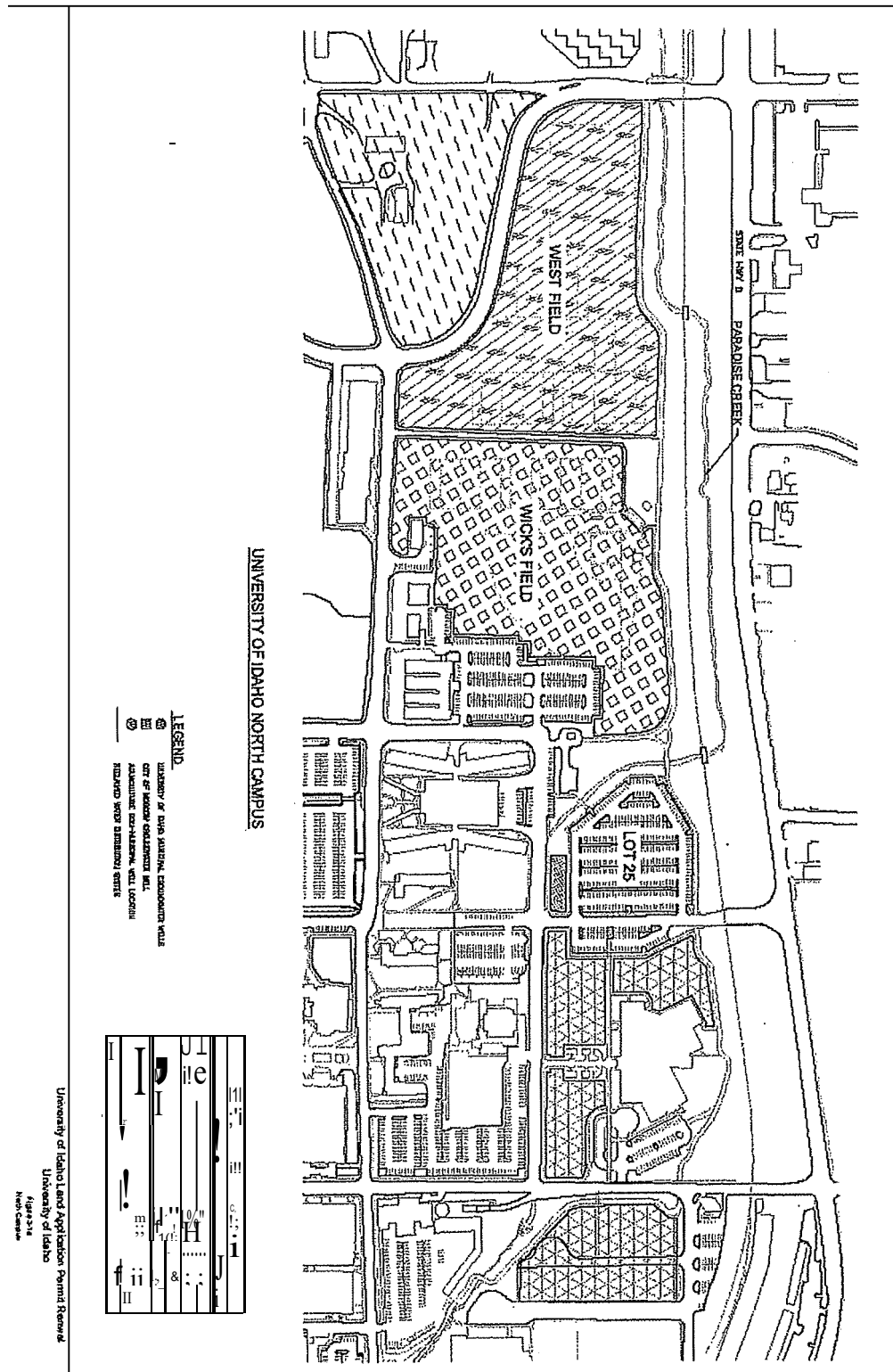
### 1.1 Facility Map(s)

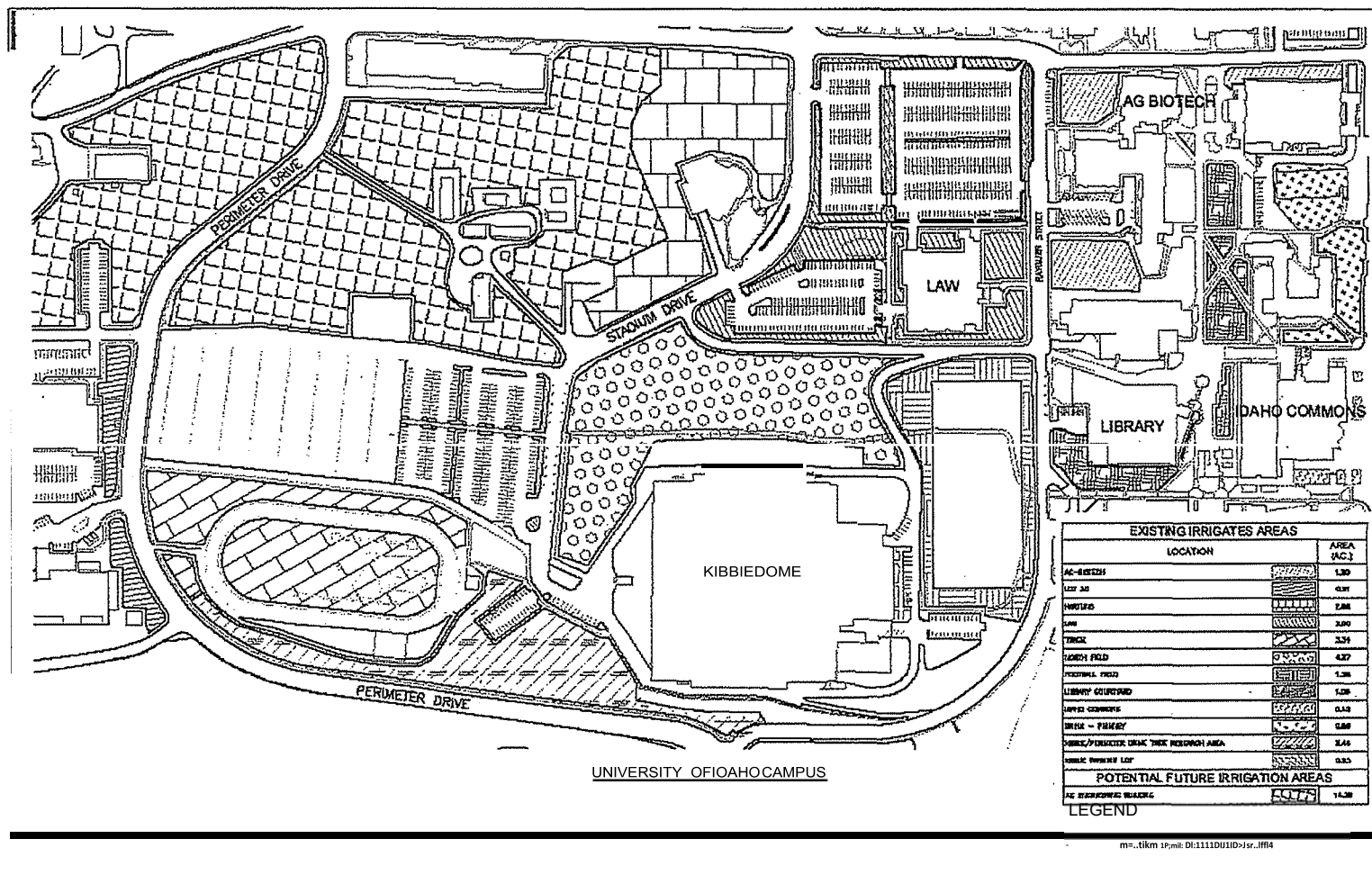


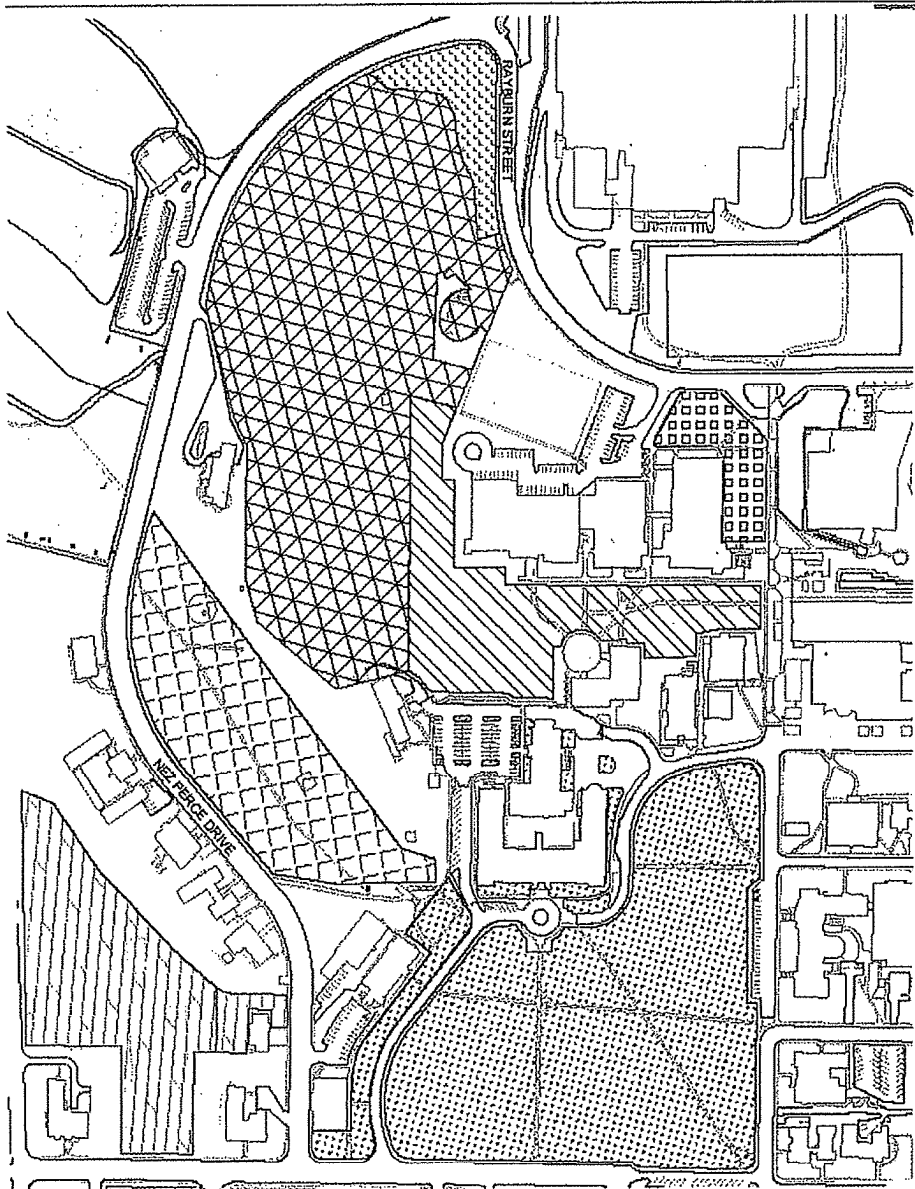


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2022







EXISTING IRRIGATED AREAS		
LOCATION	AREA (AC)	
1-3RD BLK.	4.38	
2ND FLD.	1.18	
ALLEGRA/ST. LAURENCE	8.95	
ST. LAURENCE/ST. JAMES	0.50	
ST. JAMES/ST. JAMES	5.21	
ST. JAMES/ST. JAMES		

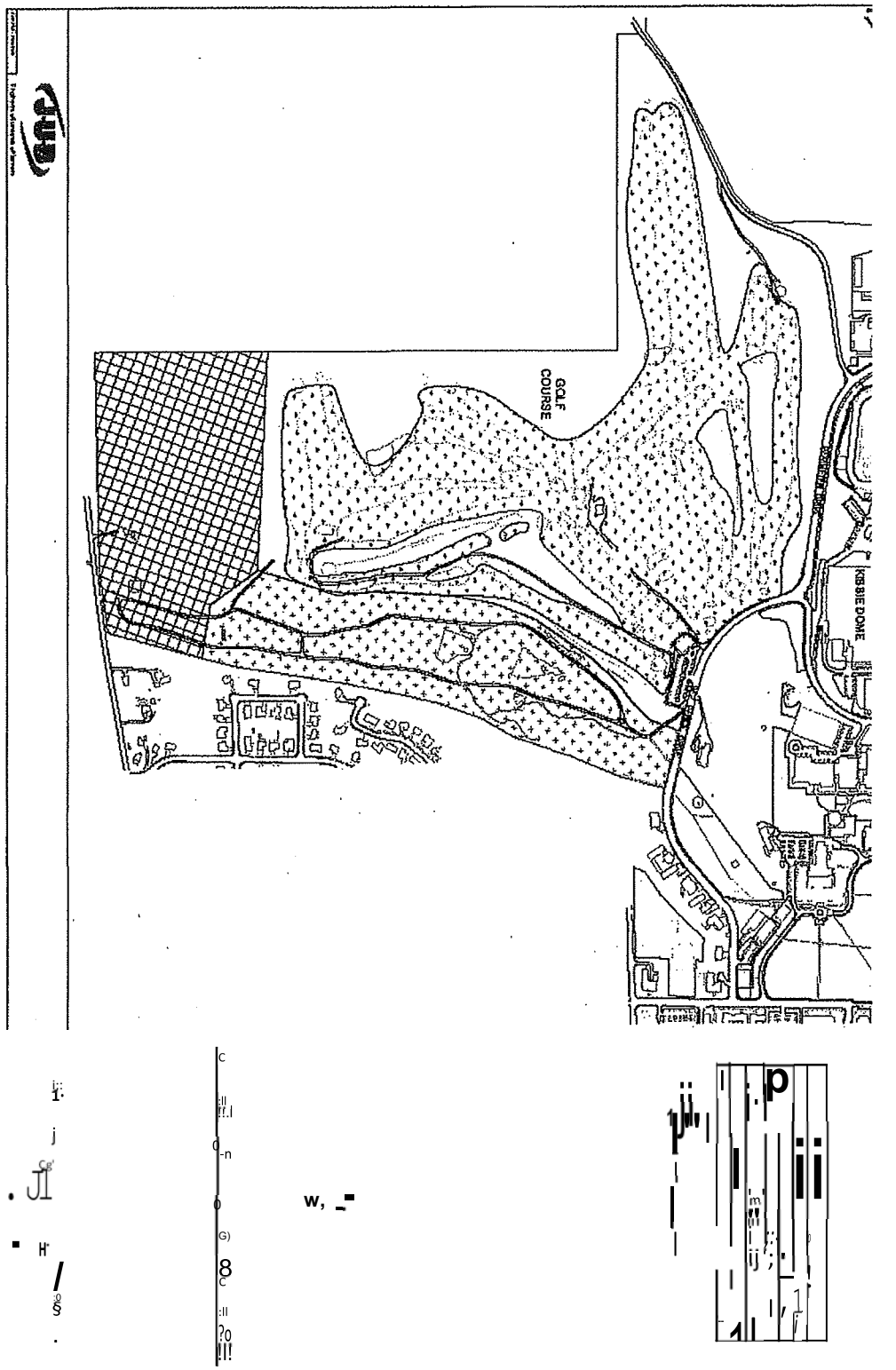
  

POTENTIAL FUTURE IRRIGATED AREAS		
LOCATION	AREA (AC)	
3RD CORNER	3.28	
NICHOLS SWA	5.85	
CD. ALLEGRA/ST. JAMES	9.41	

### DECLARED MOTOR CONTRIBUTION PROGRAM

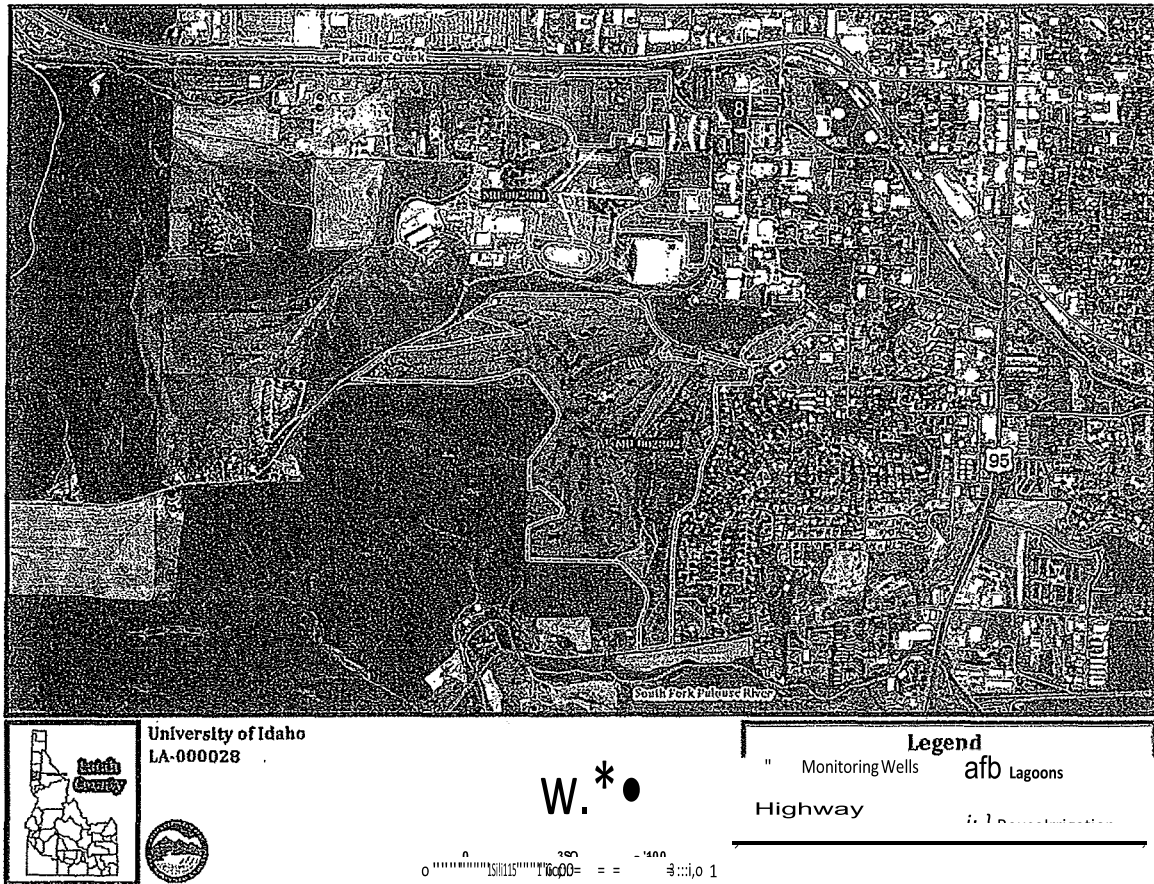
4

University of Idaho Land Application Permit Review  
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Figure 3-6  
U of I Campus





## 8.6. General Area Map(s)





**APPENDIX O****Monitoring Points**

Appendix O defines monitoring points for the Utility System as described in the Performance Standards. If a monitoring point is not available due to a power outage, other event, or does not exist then a reasonable substitution or estimate based from other monitoring points in the system shall be used.

Build NO. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
0	Moscow Campus - L000	SEWER	NON_METERED_SEWER	SEWER_PROD	PROD	GSF
0	Moscow Campus - L000	SEWER	NON_METERED_SEWER	SEWER_VIRTUAL	VIRTUAL	GSF
12	Student Health Center - 012	SEWER	NON_METERED_SEWER	SEW001-0-012	BILLING	GSF
39	McConnell Hall - 039	SEWER	NON_METERED_SEWER	SEW003-0-039	BILLING	GSF
42	Targhee Hall - 042	SEWER	NON_METERED_SEWER	SEW004-0-042	BILLING	GSF
52	Theophilus Tower - 052	SEWER	NON_METERED_SEWER	SEW005-0-052	BILLING	GSF
62	South Hill Community Center - 062	SEWER	NON_METERED_SEWER	SEW006-0-062	BILLING	GSF
94	Early Childhood Lrng Center - 094	SEWER	NON_METERED_SEWER	SEW007-0-094	BILLING	GSF
97	Idaho Student Union Building - 097	SEWER	NON_METERED_SEWER	SEW008-0-097	BILLING	GSF
100	Golf Course Clubhouse - 100	SEWER	NON_METERED_SEWER	SEW009-0-100	BILLING	GSF
102	SHillVista-see 530-541 (Inactive) - 102	SEWER	NON_METERED_SEWER	SEW010-0-102	BILLING	GSF
103	SHillTerrace-see 500-507 (Inactive) - 103	SEWER	NON_METERED_SEWER	SEW011-0-103	BILLING	GSF
114	ASUI Kibbie Activity Ctr / VAC - 114	SEWER	NON_METERED_SEWER	SEW012-0-114	BILLING	GSF
143	Student Recreation Center - 143	SEWER	NON_METERED_SEWER	SEW013-0-143	BILLING	GSF
508	South Hill Apts - 506 Taylor - 508	SEWER	NON_METERED_SEWER	SEW014-0-508	BILLING	GSF
548	LLC - Engineering - Bldg 7 - 548	SEWER	NON_METERED_SEWER	SEW021-0-548	BILLING	GSF
550	Wallace Residence- Common - 550	SEWER	NON_METERED_SEWER	SEW023-0-550	BILLING	GSF
551	Wallace Residence- Stevenson - 551	SEWER	NON_METERED_SEWER	SEW024-0-551	BILLING	GSF
552	Wallace Residence- Ballard - 552	SEWER	NON_METERED_SEWER	SEW025-0-552	BILLING	GSF
553	Wallace Residence- Willey - 553	SEWER	NON_METERED_SEWER	SEW026-0-553	BILLING	GSF
554	Wallace Residence- Gooding - 554	SEWER	NON_METERED_SEWER	SEW027-0-554	BILLING	GSF
678	Teaching & Learning Center - 678	SEWER	NON_METERED_SEWER	SEW028-0-678	BILLING	GSF

**ATTACHMENT 3**

<b>Build No. #</b>	<b>Property</b>	<b>Utility</b>	<b>Utility System</b>	<b>Meter Site</b>	<b>Meter Site Type</b>	<b>UOM</b>
694	Housing Storage - 694	SEWER	NON_METERED_SEWER	SEW029-0-694	BILLING	GSF

Table 2: Chilled Water Monitoring Points

Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
0	Moscow Campus - L000	CHILLED WATER	UICW	UICW-VIRTUAL	VIRTUAL	Ton
1	Administration Building - 001	CHILLED WATER	UICW	CWM012-0-001	CONSUMP	Ton
3	Art & Architecture North - 003	CHILLED WATER	UICW	CWM031-0-003	CONSUMP	Ton
4	Archie Phinney Hall - 004	CHILLED WATER	UICW	CWM007-0-004	CONSUMP	Ton
9	Gibb Hall - 009	CHILLED WATER	UICW	CWM025-0-009	CONSUMP	Ton
11	University Energy Plant - 011	CHILLED WATER	UICW	CWP001-0-NCCP	PROD	Ton
11	University Energy Plant - 011	CHILLED WATER	UICW	CWP002-0-NCCP	PROD	Ton
11	University Energy Plant - 011	CHILLED WATER	UICW	CWP003-0-NCCP	PROD	Ton
11	University Energy Plant - 011	CHILLED WATER	UICW	CWP004-0-NCCP	PROD	Ton
14	Menard Law Building - 014	CHILLED WATER	UICW	CWM033-0-014	CONSUMP	Ton
19	Life Sciences South - 019	CHILLED WATER	UICW	CWM026-0-019	CONSUMP	Ton
20	Bruce M. Pitman Center - 020	CHILLED WATER	UICW	CWM010-0-020	CONSUMP	Ton
25	Iddings Ag Science Building - 025	CHILLED WATER	UICW	CWM009-0-025	CONSUMP	Ton
28	Janssen Engineering Bldg - 028	CHILLED WATER	UICW	CWM032-0-028	CONSUMP	Ton
32	Library - 032	CHILLED WATER	UICW	CWM004-0-032	CONSUMP	Ton
43	College Of Ed Bldg (Demo 2015) - 043	CHILLED WATER	UICW	CWM028-0-043	CONSUMP	Ton
47	Renfrew Hall - 047	CHILLED WATER	UICW	CWM003-0-047	CONSUMP	Ton
47	Renfrew Hall - 047	CHILLED WATER	UICW	CWM013-0-047	CONSUMP	Ton
47	Renfrew Hall - 047	CHILLED WATER	UICW	CWP005-0-CMCP	PROD	Ton
47	Renfrew Hall - 047	CHILLED WATER	UICW	CWP006-0-CMCP	PROD	Ton
47	Renfrew Hall - 047	CHILLED WATER	UICW	CWP007-0-CMCP	PROD	Ton
54	Buchanan Engineering Lab - 054	CHILLED WATER	UICW	CWM024-0-054	CONSUMP	Ton
97	Idaho Student Union Building - 097	CHILLED WATER	UICW	CWM001-0-097	CONSUMP	Ton
97	Idaho Student Union Building - 097	CHILLED WATER	UICW	CWM002-0-097	CONSUMP	Ton
110	McClure Hall - 110	CHILLED WATER	UICW	CWM030-0-110	CONSUMP	Ton
110	McClure Hall - 110	CHILLED WATER	UICW	CWP000-0-110	PROD	Ton
110	McClure Hall - 110	CHILLED WATER	UICW	CWP009-0-110	PROD	Ton
143	Student Recreation Center - 143	CHILLED WATER	UICW	CWM008-0-143	CONSUMP	Ton
422	Agricultural Biotechnology - 422	CHILLED WATER	UICW	CWM006-0-422	CONSUMP	Ton
424	J. A. Albertson - 424	CHILLED WATER	UICW	CWM011-0-424	CONSUMP	Ton
424	J. A. Albertson - 424	CHILLED WATER	UICW	CWM014-0-424	CONSUMP	Ton
548	LLC - Engineering - Bldg 7 - 548	CHILLED WATER	UICW	CWM015-0-LLC	CONSUMP	Ton

**ATTACHMENT 3**

<b>Build No. #</b>	<b>Property</b>	<b>Utility</b>	<b>Utility System</b>	<b>Meter Site</b>	<b>Meter Site Type</b>	<b>UOM</b>
550	Wallace Residence- Common - 550	CHILLED WATER	UICW	CWM005-0-WRC	CONSUMP	Ton
678	Teaching & Learning Center - 678	CHILLED WATER	UICW	CWM029-0-678	CONSUMP	Ton
678	Teaching & Learning Center - 678	CHILLED WATER	UICW	CWM034-0-678	CONSUMP	Ton
678	Teaching & Learning Center - 678	CHILLED WATER	UICW	CWM035-0-678	CONSUMP	Ton

## Irrigation Monitoring Points

Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
0	Moscow Campus - L000	IRRIGATION	GREEK_IRRIGATION	GREEK_IRR	VIRTUAL	CU FT
0	Moscow Campus - L000	IRRIGATION	UIIRRIGATION	UI-IRRIGATION-PUMP1	PROD	CU FT
0	Moscow Campus - L000	IRRIGATION	UIIRRIGATION	UI-IRRIGATION-PUMP2	PROD	CU FT
0	Moscow Campus - L000	IRRIGATION	UIIRRIGATION	UI-IRR-VIRTUAL	VIRTUAL	CU FT
111	Engineering/Physics Bldg - 111	IRRIGATION	UIIRRIGATION	IWF003-0-111	CONSUMP	CU FT
424	J. A. Albertson - 424	IRRIGATION	UIIRRIGATION	IWF001-0-424	CONSUMP	CU FT
460	Alpha Gamma Delta - 460	IRRIGATION	GREEK_IRRIGATION	IWF004-0-460	CONSUMP	CU FT
548	LLC - Engineering - Bldg 7 - 548	IRRIGATION	UIIRRIGATION	IWF002-0-LLC	CONSUMP	CU FT

Table 3: Electrical Building Monitoring Points

Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
0	Moscow Campus - L000	ELECTRIC	AELEC	AELEC-PROD	PROD	KWH
0	Moscow Campus - L000	ELECTRIC	AELEC	AELEC-VIRTUAL	VIRTUAL	KWH
0	Moscow Campus - L000	ELECTRIC	UIELEC	E1235188-LAAB	PROD	KWH
0	Moscow Campus - L000	ELECTRIC	UIELEC	E500027-LAAB	PROD	KWH
0	Moscow Campus - L000	ELECTRIC	AELEC	ET12138437-121FP	CONSUMP	KWH
0	Moscow Campus - L000	ELECTRIC	GREEK_ELECTRIC	GREEK_ELEC	VIRTUAL	KWH
0	Moscow Campus - L000	ELECTRIC	UIELEC	UIELEC-VIRTUAL	VIRTUAL	KWH
1	Administration Building - 001	ELECTRIC	UIELEC	ELM052-0-001	CONSUMP	KWH
1	Administration Building - 001	ELECTRIC	UIELEC	ELM053-0-001	CONSUMP	KWH
1	Administration Building - 001	ELECTRIC	UIELEC	ELM054-M-001	CONSUMP	KWH
1	Administration Building - 001	ELECTRIC	UIELEC	ELM054-S1-NOC	CONSUMP	KWH
1	Administration Building - 001	ELECTRIC	UIELEC	ELM054-S2-NOC	CONSUMP	KWH
1	Administration Building - 001	ELECTRIC	UIELEC	ELM054-S3-NOC	CONSUMP	KWH
3	Art & Architecture North - 003	ELECTRIC	UIELEC	ELM057-0-003	CONSUMP	KWH
4	Archie Phinney Hall - 004	ELECTRIC	UIELEC	ELM095-0-004	CONSUMP	KWH
5	Food Research Center - 005	ELECTRIC	UIELEC	ELM068-0-005	CONSUMP	KWH
6	Graduate Art Studio - 006	ELECTRIC	UIELEC	ELM076-S1-006	CONSUMP	KWH
7	Mary E. Forney Hall - 007	ELECTRIC	UIELEC	ELM064-0-007	CONSUMP	KWH
9	Gibb Hall - 009	ELECTRIC	UIELEC	ELM069-0-009	CONSUMP	KWH
10	Gertrude L. Hays Hall - 010	ELECTRIC	UIELEC	ELM041-0-010	CONSUMP	KWH
11	University Energy Plant - 011	ELECTRIC	UIELEC	ELM077-0-NCCP	CONSUMP	KWH
11	University Energy Plant - 011	ELECTRIC	UIELEC	ELM080-0-011	CONSUMP	KWH
11	University Energy Plant - 011	ELECTRIC	UIELEC	ELM081-0-011	CONSUMP	KWH
0	Moscow Campus - L000	ELECTRIC	AELEC	AELEC-PROD	PROD	KWH
11	University Energy Plant - 011	ELECTRIC	UIELEC	ELM093-M-NCCP	CONSUMP	KWH
11	University Energy Plant - 011	ELECTRIC	UIELEC	ELM093-S1-011	CONSUMP	KWH
12	Student Health Center - 012	ELECTRIC	UIELEC	ELM042-0-012	CONSUMP	KWH
13	Memorial Gym - 015	ELECTRIC	UIELEC	ELM099-0-015	CONSUMP	KWH
14	Menard Law Building - 014	ELECTRIC	UIELEC	ELM071-0-014	CONSUMP	KWH
15	Memorial Gym - 015	ELECTRIC	UIELEC	ELM098-0-015	CONSUMP	KWH
16	Art & Architecture Building - 016	ELECTRIC	UIELEC	ELM059-0-016	CONSUMP	KWH
17	Morrill Hall - 017	ELECTRIC	UIELEC	ELM129-0-017	CONSUMP	KWH
17	Morrill Hall - 017	ELECTRIC	UIELEC	ELM130-0-017	CONSUMP	KWH
18	Ridenbaugh Hall - 018	ELECTRIC	UIELEC	ELM092-0-018	CONSUMP	KWH
19	Life Sciences South - 019	ELECTRIC	UIELEC	ELM072-0-019	CONSUMP	KWH
19	Life Sciences South - 019	ELECTRIC	UIELEC	ELM114-0-019	CONSUMP	KWH



Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
20	Bruce M. Pitman Center - 020	ELECTRIC	UIELEC	ELM030-0-020	CONSUMP	KWH
20	Bruce M. Pitman Center - 020	ELECTRIC SEL	UIELEC	ELM119-0-020	CONSUMP	KWH
21	Carol Ryrie Brink Hall (FOCE) - 021	ELECTRIC	UIELEC	ELM060-0-021	CONSUMP	KWH
22	Art & Architecture South - 022	ELECTRIC	UIELEC	ELM058-0-022	CONSUMP	KWH
25	Iddings Ag Science Building - 025	ELECTRIC	UIELEC	ELM056-0-025	CONSUMP	KWH
25	Iddings Ag Science Building - 025	ELECTRIC	UIELEC	ELM105-0-025	CONSUMP	KWH
25	Iddings Ag Science Building - 025	ELECTRIC	UIELEC	ELM106-0-025	CONSUMP	KWH
26	Hampton Music Building - 026	ELECTRIC	UIELEC	ELM075-0-026	CONSUMP	KWH
28	Janssen Engineering Bldg - 028	ELECTRIC	UIELEC	ELM137-0-028	CONSUMP	KWH
30	Niccolls Building - 030	ELECTRIC	UIELEC	ELM076-M-030	CONSUMP	KWH
32	Library - 032	ELECTRIC	UIELEC	ELM115-M-032	CONSUMP	KWH
32	Library - 032	ELECTRIC	UIELEC	ELM115-S1-LPC	CONSUMP	KWH
32	Library - 032	ELECTRIC	UIELEC	ELM115-S2-LPC	CONSUMP	KWH
33	Holm Center - 033	ELECTRIC	UIELEC	ELM094-0-033	CONSUMP	KWH
33	Holm Center - 033	ELECTRIC	UIELEC	ELM096-0-033	CONSUMP	KWH
34	Blake House - 034	ELECTRIC	UIELEC	ELM082-0-034	CONSUMP	KWH
35	J.W. Martin Lab - 035	ELECTRIC	UIELEC	ELM116-0-035	CONSUMP	KWH
36	Radio-Tv Center - 036	ELECTRIC	UIELEC	ELM120-0-036	CONSUMP	KWH
38	Mines Building - 038	ELECTRIC	UIELEC	ELM073-0-038	CONSUMP	KWH
38	Mines Building - 038	ELECTRIC	UIELEC	ELM074-0-038	CONSUMP	KWH
39	McConnell Hall - 039	ELECTRIC	UIELEC	ELM015-0-039	CONSUMP	KWH
41	Shoup Hall - 041	ELECTRIC	UIELEC	ELM135-0-041	CONSUMP	KWH
42	Targhee Hall - 042	ELECTRIC	AELEC	EC12152940-042	CONSUMP	KWH
0	Moscow Campus - L000	ELECTRIC	AELEC	AELEC-PROD	PROD	KWH
44	CLASS Annex - 044	ELECTRIC	AELEC	E1623214-044	CONSUMP	KWH
47	Renfrew Hall - 047	ELECTRIC	UIELEC	ELM131-0-047	CONSUMP	KWH
47	Renfrew Hall - 047	ELECTRIC	UIELEC	ELM132-M-047	CONSUMP	KWH
47	Renfrew Hall - 047	ELECTRIC	UIELEC	ELM132-S1-CMCP	CONSUMP	KWH
48	University Advancement Annex - 048	ELECTRIC	UIELEC	ELM118-0-048	CONSUMP	KWH
52	Theophilus Tower - 052	ELECTRIC	UIELEC	ELM121-0-052	CONSUMP	KWH
52	Theophilus Tower - 052	ELECTRIC	UIELEC	ELM146-0-052	CONSUMP	KWH
52	Theophilus Tower - 052	ELECTRIC	UIELEC	ELM147-0-052	CONSUMP	KWH
52	Theophilus Tower - 052	ELECTRIC	UIELEC	ELM148-0-052	CONSUMP	KWH
53	UI Swimming Center - 053	ELECTRIC	UIELEC	ELM084-0-053	CONSUMP	KWH
54	Buchanan Engineering Lab - 054	ELECTRIC	UIELEC	ELM061-0-054	CONSUMP	KWH
54	Buchanan Engineering Lab - 054	ELECTRIC	UIELEC	ELM062-0-054	CONSUMP	KWH

### ATTACHMENT 3

Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
55	College Of Natural Resources - 055	ELECTRIC	UIELEC	ELM139-0-055	CONSUMP	KWH
55	College Of Natural Resources - 055	ELECTRIC	UIELEC	ELM140-0-055	CONSUMP	KWH
56	Physical Education Bldg - 056	ELECTRIC	UIELEC	ELM078-0-056	CONSUMP	KWH
60	Human Resources - 060	ELECTRIC	AELEC	E1624273-060	CONSUMP	KWH
61	Environmental Health & Safety - 061	ELECTRIC	UIELEC	ELM136-0-061	CONSUMP	KWH
63	Aquaculture Wet Lab - 063	ELECTRIC	UIELEC	ELM102-0-063	CONSUMP	KWH
65	Hartung Theatre - 065	ELECTRIC	UIELEC	ELM070-0-065	CONSUMP	KWH
70	Pumphouse 3 - 070	ELECTRIC	AELEC	E1024304-070	CONSUMP	KWH
72	Farm Residence - Beef - 072	ELECTRIC	UIELEC	ELM004-0-072	CONSUMP	KWH
81	Arena Construction Office - 081	ELECTRIC	UIELEC	ELM138-0-081	CONSUMP	KWH
85	Arboretum Barn - 085	ELECTRIC	AELEC	E1421712-085	CONSUMP	KWH
89	Pumphouse 4 - 089	ELECTRIC	AELEC	E1024306-089	CONSUMP	KWH
93	WWAMI Medical Education Bldg - 093	ELECTRIC	AELEC	E1234730-093	CONSUMP	KWH
0	Moscow Campus - L000	ELECTRIC	AELEC	AELEC-PROD	PROD	KWH
96	Prichard Gallery - 096	ELECTRIC	AELEC	E830793-096	CONSUMP	KWH
97	Idaho Student Union Building - 097	ELECTRIC	UIELEC	ELM037-0-097	CONSUMP	KWH
97	Idaho Student Union Building - 097	ELECTRIC	UIELEC	ELM038-M-097	CONSUMP	KWH
99	PREEC Greenhouses (4 Units) - 099	ELECTRIC	UIELEC	ELM051-0-099	CONSUMP	KWH
100	Golf Course Clubhouse - 100	ELECTRIC	AELEC	E1622870-100	CONSUMP	KWH
104	Native American/Migrant Ed Ctr - 104	ELECTRIC	UIELEC	ELM133-0-104	CONSUMP	KWH
110	McClure Hall - 110	ELECTRIC	UIELEC	ELM023-0-110	CONSUMP	KWH
110	McClure Hall - 110	ELECTRIC	UIELEC	ELM024-0-110	CONSUMP	KWH
111	Engineering/Physics Bldg - 111	ELECTRIC	UIELEC	ELM066-0-111	CONSUMP	KWH
111	Engineering/Physics Bldg - 111	ELECTRIC	UIELEC	ELM067-0-111	CONSUMP	KWH
113	Manis Entomology Research Lab - 113	ELECTRIC	AELEC	E12211140-113	CONSUMP	KWH
113	Manis Entomology Research Lab - 113	ELECTRIC	AELEC	EC12211140	CONSUMP	KWH
114	ASUI Kibbie Activity Ctr / VAC - 114	ELECTRIC	UIELEC	ELM086-0-114	CONSUMP	KWH
114	ASUI Kibbie Activity Ctr / VAC - 114	ELECTRIC	UIELEC	ELM087-0-114	CONSUMP	KWH
114	ASUI Kibbie Activity Ctr / VAC - 114	ELECTRIC	UIELEC	ELM088-0-114	CONSUMP	KWH

# ATTACHMENT 3

Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
114	ASUI Kibbie Activity Ctr / VAC - 114	ELECTRIC	UIELEC	ELM089-0-114	CONSUMP	KWH
114	ASUI Kibbie Activity Ctr / VAC - 114	ELECTRIC	UIELEC	ELM090-0-114	CONSUMP	KWH
0	Moscow Campus - L000	ELECTRIC	AELEC	AELEC-PROD	PROD	KWH
114	ASUI Kibbie Activity Ctr / VAC - 114	ELECTRIC	UIELEC	ELM091-0-114	CONSUMP	KWH
114	ASUI Kibbie Activity Ctr / VAC - 114	ELECTRIC	UIELEC	ELM107-0-114	CONSUMP	KWH
116	Wicks Field Storage & Restroom - 116	ELECTRIC	AELEC	E50057678-116	CONSUMP	KWH
120	Sheep Barn #1 - 120	ELECTRIC	AELEC	E170072204-120	CONSUMP	KWH
126	Observatory - 126	ELECTRIC	AELEC	E1622580-126	CONSUMP	KWH
137	Natr'l Resources Greenhouse #1 - 137	ELECTRIC	AELEC	E1831986-137	CONSUMP	KWH
143	Student Recreation Center - 143	ELECTRIC	UIELEC	ELM047-0-143	CONSUMP	KWH
143	Student Recreation Center - 143	ELECTRIC	UIELEC	ELM048-0-143	CONSUMP	KWH
144	Irrigation System Pumphouse - 144	ELECTRIC	UIELEC	ELM112-0-144	CONSUMP	KWH
147	Agricultural Education - 147	ELECTRIC	UIELEC	ELM141-0-147	CONSUMP	KWH
275	Bookstore/US Post Office - 275	ELECTRIC	UIELEC	ELM124-0-275	CONSUMP	KWH
330	Farm Residence - Dairy - 330	ELECTRIC	UIELEC	ELM002-0-330	CONSUMP	KWH
358	Sheep Barn #2 - 358	ELECTRIC	AELEC	E290072203-358	CONSUMP	KWH
359	Farm Residence - Sheep - 359	ELECTRIC	UIELEC	ELM001-0-359	CONSUMP	KWH
362	Fuel Stor Scale House (Demo 2011) - 362	ELECTRIC	AELEC	E1024305-362	CONSUMP	KWH
373	Plant Sci Foundation Seed Bldg - 373	ELECTRIC	AELEC	E1831993-373	CONSUMP	KWH
381	Machine Shed - 381	ELECTRIC	AELEC	E1831983-381	CONSUMP	KWH
421	Art & Architecture East - 421	ELECTRIC	AELEC	E210019008-421	CONSUMP	KWH
422	Agricultural Biotechnology - 422	ELECTRIC	UIELEC	ELM040-0-422	CONSUMP	KWH
422	Agricultural Biotechnology - 422	ELECTRIC	UIELEC	ELM144-0-422	CONSUMP	KWH
423	Gauss-Johnson Engineering Lab - 423	ELECTRIC	UIELEC	ELM021-0-423	CONSUMP	KWH
423	Gauss-Johnson Engineering Lab - 423	ELECTRIC	UIELEC	ELM097-0-423	CONSUMP	KWH
424	J. A. Albertson - 424	ELECTRIC	UIELEC	ELM049-0-424	CONSUMP	KWH
424	J. A. Albertson - 424	ELECTRIC	UIELEC	ELM050-0-424	CONSUMP	KWH
430	Student Activity Field - L430	ELECTRIC	UIELEC	ELM113-0-430	CONSUMP	KWH

Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
0	Moscow Campus - L000	ELECTRIC	AELEC	AELEC-PROD	PROD	KWH
436	Sandpoint Maint Shop (SOAC) - 436	ELECTRIC	AELEC	E1421715-436	CONSUMP	KWH
437	Parking Lots - 437	ELECTRIC	AELEC	E1235946-437	CONSUMP	KWH
437	Parking Lots - 437	ELECTRIC	AELEC	E1624248-437	CONSUMP	KWH
437	Parking Lots - 437	ELECTRIC	AELEC	E1624321-437	CONSUMP	KWH
437	Parking Lots - 437	ELECTRIC	AELEC	E1624357-437	CONSUMP	KWH
437	Parking Lots - 437	ELECTRIC	AELEC	E2422935-437	CONSUMP	KWH
437	Parking Lots - 437	ELECTRIC	AELEC	E2422935-437-2	CONSUMP	KWH
447	Farmhouse - 447	ELECTRIC	UIELEC	ELM117-0-447	CONSUMP	KWH
548	LLC - Engineering - Bldg 7 - 548	ELECTRIC	UIELEC	ELM100-M-LLC	CONSUMP	KWH
548	LLC - Engineering - Bldg 7 - 548	ELECTRIC	UIELEC	ELM100-S1-LLC	CONSUMP	KWH
548	LLC - Engineering - Bldg 7 - 548	ELECTRIC	UIELEC	ELM101-M-LLC	CONSUMP	KWH
548	LLC - Engineering - Bldg 7 - 548	ELECTRIC	UIELEC	ELM101-S1-LLC	CONSUMP	KWH
550	Wallace Residence- Common - 550	ELECTRIC SEL	UIELEC	ELM125-0-WRC	CONSUMP	KWH
551	Wallace Residence- Stevenson - 551	ELECTRIC	UIELEC	ELM126-0-551	CONSUMP	KWH
552	Wallace Residence- Ballard - 552	ELECTRIC	UIELEC	ELM127-0-552	CONSUMP	KWH
553	Wallace Residence- Willey - 553	ELECTRIC	UIELEC	ELM085-0-553	CONSUMP	KWH
554	Wallace Residence- Gooding - 554 (ELM128-0-554)	ELECTRIC	UIELEC	Gooding	CONSUMP	KWH
554	Wallace Residence- Gooding - 554	ELECTRIC (Gooding)	UIELEC	ELM128-0-554	CONSUMP	KWH
667	Letters Arts Social Sci Annex (Inactive) - 667	ELECTRIC	AELEC	E690034772-667	CONSUMP	KWH
678	Teaching & Learning Center - 678	ELECTRIC	UIELEC	ELM038-S1-678	CONSUMP	KWH
678	Teaching & Learning Center - 678	ELECTRIC	UIELEC	ELM110-0-678	CONSUMP	KWH
680	Poultry Hill Warehouse - 680	ELECTRIC	UIELEC	ELM006-0-680	CONSUMP	KWH
682	I Tank - 682	ELECTRIC	UIELEC	ELM145-0-682	CONSUMP	KWH
683	Golf Course Water Tank - 683	ELECTRIC	AELEC	E1622581-683	CONSUMP	KWH
689	Facilities Services - 689	ELECTRIC	UIELEC	ELM108-M-FSC	CONSUMP	KWH
689	Facilities Services - 689	ELECTRIC	UIELEC	ELM108-S1-FSC	CONSUMP	KWH
689	Facilities Services - 689	ELECTRIC	UIELEC	ELM109-M-FSC	CONSUMP	KWH
689	Facilities Services - 689	ELECTRIC	UIELEC	ELM109-S1-FSC	CONSUMP	KWH
694	Housing Storage - 694	ELECTRIC	UIELEC	ELM104-0-694	CONSUMP	KWH
749	South Campus Chiller Plant - 749	ELECTRIC	UIELEC	ELM149-M-749	CONSUMP	KWH
766	Natural Resources Burn Lab - 766	ELECTRIC	AELEC	E290159531-766	CONSUMP	KWH
766	Natural Resources Burn Lab - 766	ELECTRIC	AELEC	E490150172	CONSUMP	KWH
816	Delta Zeta - 816	ELECTRIC	AELEC	E290159531-816	CONSUMP	KWH



Table 4: Building list with Steam Meters

Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
0	Moscow Campus - L000	STEAM	UISTEAM	UI-STEAM-VIRTUAL	VIRTUAL	LBS
1	Administration Building - 001	STEAM	UISTEAM	CNM084-0-001	CONSUMP	LBS
1	Administration Building - 001	STEAM	UISTEAM	CNM093-0-001	CONSUMP	LBS
7	Mary E. Forney Hall - 007	STEAM	UISTEAM	CNM083-0-007	CONSUMP	LBS
8	Art & Architecture North - 003	STEAM	UISTEAM	CNM037-0-003	CONSUMP	LBS
9	Gibb Hall - 009	STEAM	UISTEAM	CNM012-0-009	CONSUMP	LBS
10	Gertrude L. Hays Hall - 010	STEAM	UISTEAM	CNM002-0-010	CONSUMP	LBS
11	University Energy Plant - 011	STEAM	UISTEAM	CNM065-0-NCCP	CONSUMP	LBS
11	University Energy Plant - 011	STEAM	UISTEAM	UI-BOILER1	PROD	LBS
11	University Energy Plant - 011	STEAM	UISTEAM	UI-BOILER2	PROD	LBS
11	University Energy Plant - 011	STEAM	UISTEAM	UI-BOILER3	PROD	LBS
11	University Energy Plant - 011	STEAM	UISTEAM	UI-BOILER4	PROD	LBS
12	Student Health Center - 012	STEAM	UISTEAM	CNM009-0-012	CONSUMP	LBS
14	Menard Law Building - 014	STEAM	UISTEAM	CNM092-0-014	CONSUMP	LBS
15	Memorial Gym - 015	STEAM	UISTEAM	CNM066-0-015	CONSUMP	LBS
16	Art & Architecture Building - 016	STEAM	UISTEAM	CNM044-0-016	CONSUMP	LBS
17	Morrill Hall - 017	STEAM	UISTEAM	CNM014-0-017	CONSUMP	LBS
18	Ridenbaugh Hall - 018	STEAM	UISTEAM	CNM070-0-018	CONSUMP	LBS
19	Life Sciences South - 019	STEAM	UISTEAM	CNM011-0-019	CONSUMP	LBS
19	Life Sciences South - 019	STEAM	UISTEAM	CNM061-0-019	CONSUMP	LBS
20	Bruce M. Pitman Center - 020	STEAM	UISTEAM	CNM007-0-020	CONSUMP	LBS



Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
20	Bruce M. Pitman Center - 020	STEAM	UISTEAM	CNM008-0-020	CONSUMP	LBS
21	Carol Ryrie Brink Hall (FOCE) - 021	STEAM	UISTEAM	CNM074-0-021	CONSUMP	LBS
22	Art & Architecture South - 022	STEAM	UISTEAM	CNM095-0-022	CONSUMP	LBS
25	Iddings Ag Science Building - 025	STEAM	UISTEAM	CNM035-0-025	CONSUMP	LBS
25	Iddings Ag Science Building - 025	STEAM	UISTEAM	CNM036-0-025	CONSUMP	LBS
26	Hampton Music Building - 026	STEAM	UISTEAM	CNM005-0-026	CONSUMP	LBS
28	Janssen Engineering Bldg - 028	STEAM	UISTEAM	CNM013-0-028	CONSUMP	LBS
28	Janssen Engineering Bldg - 028	STEAM	UISTEAM	CNM091-0-028	CONSUMP	LBS
30	Niccolls Building - 030	STEAM	UISTEAM	CNM001-0-030	CONSUMP	LBS
32	Library - 032	STEAM	UISTEAM	CNM029-0-032	CONSUMP	LBS
32	Library - 032	STEAM	UISTEAM	CNM030-0-032	CONSUMP	LBS
34	Blake House - 034	STEAM	UISTEAM	CNM004-0-034	CONSUMP	LBS
38	Mines Building - 038	STEAM	UISTEAM	CNM015-0-038	CONSUMP	LBS
39	McConnell Hall - 039	STEAM	UISTEAM	CNM023-0-039	CONSUMP	LBS
41	Shoup Hall - 041	STEAM	UISTEAM	CNM022-0-041	CONSUMP	LBS
47	Renfrew Hall - 047	STEAM	UISTEAM	CNM056-0-047	CONSUMP	LBS
47	Renfrew Hall - 047	STEAM	UISTEAM	CNM058-0-047	CONSUMP	LBS
47	Renfrew Hall - 047	STEAM	UISTEAM	CNM059-0-047	CONSUMP	LBS
47	Renfrew Hall - 047	STEAM	UISTEAM	CNM088-0-CMCP	CONSUMP	LBS
52	Theophilus Tower - 052	STEAM	UISTEAM	CNM024-0-052	CONSUMP	LBS
53	UI Swimming Center - 053	STEAM	UISTEAM	CNM027-0-053	CONSUMP	LBS
54	Buchanan Engineering Lab - 054	STEAM	UISTEAM	CNM016-0-054	CONSUMP	LBS

Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
55	College Of Natural Resources - 055	STEAM	UISTEAM	CNM041-0-055	CONSUMP	LBS
56	Physical Education Bldg - 056	STEAM	UISTEAM	CNM068-0-056	CONSUMP	LBS
97	Idaho Student Union Building - 097	STEAM	UISTEAM	CNM085-0-097	CONSUMP	LBS
97	Idaho Student Union Building - 097	STEAM	UISTEAM	CNM096-0-097	CONSUMP	LBS
99	PREEC Greenhouses (4 Units) - 099	STEAM	UISTEAM	CNM094-0-099	CONSUMP	LBS
110	McClure Hall - 110	STEAM	UISTEAM	CNM062-0-110	CONSUMP	LBS
111	Engineering/Physics Bldg - 111	STEAM	UISTEAM	CNM087-0-111	CONSUMP	LBS
143	Student Recreation Center - 143	STEAM	UISTEAM	CNM049-0-143	CONSUMP	LBS
143	Student Recreation Center - 143	STEAM	UISTEAM	CNM050-0-143	CONSUMP	LBS
143	Student Recreation Center - 143	STEAM	UISTEAM	CNM051-0-143	CONSUMP	LBS
422	Agricultural Biotechnology - 422	STEAM	UISTEAM	CNM038-0-422	CONSUMP	LBS
423	Gauss-Johnson Engineering Lab - 423	STEAM	UISTEAM	CNM073-0-423	CONSUMP	LBS
424	J. A. Albertson - 424	STEAM	UISTEAM	CNM054-0-424	CONSUMP	LBS
424	J. A. Albertson - 424	STEAM	UISTEAM	CNM060-0-424	CONSUMP	LBS
548	LLC - Engineering - Bldg 7 - 548	STEAM	UISTEAM	CNM069-0-LLC	CONSUMP	LBS
550	Wallace Residence- Common - 550	STEAM	UISTEAM	CNM021-M-WRC	CONSUMP	LBS
551	Wallace Residence- Stevenson - 551	STEAM	UISTEAM	CNM021-S4-551	CONSUMP	LBS
552	Wallace Residence- Ballard - 552	STEAM	UISTEAM	CNM021-S2-552	CONSUMP	LBS
553	Wallace Residence- Willey - 553	STEAM	UISTEAM	CNM021-S1-553	CONSUMP	LBS

554	Wallace Residence- Gooding - 554	STEAM	UISTEAM	CNM021-S3-554	CONSUMP	LBS
678	Teaching & Learning Center - 678	STEAM	UISTEAM	CNM089-0-678	CONSUMP	LBS

Table 4, Water System Meters.

Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
0	Moscow Campus - L000	UIDW	GREEK_WATER	GREEK_DW	VIRTUAL	CU FT
0	Moscow Campus - L000	UIDW	NON_METERED_WATER	UI_NON_MET_WTR_V	VIRTUAL	CU FT
0	Moscow Campus - L000	UIDW	UIDW	UIDW-VIRTUAL	VIRTUAL	CU FT
0	Moscow Campus - L000	UIDW	UIDW	UI-DW-WELL1	PROD	CU FT
0	Moscow Campus - L000	UIDW	UIDW	UI-DW-WELL2	PROD	CU FT
7	Mary E. Forney Hall - 007	UIDW	UIDW	DWM039-0-007	CONSUMP	CU FT
11	University Energy Plant - 011	UIDW	UIDW	DWF018-0-011	CONSUMP	CU FT
11	University Energy Plant - 011	UIDW	UIDW	DWF026-0-NCCP	CONSUMP	CU FT
12	Student Health Center - 012	UIDW	NON_METERED_WATER	DWF039-0-012	CONSUMP	CU FT
39	McConnell Hall - 039	UIDW	NON_METERED_WATER	DWF041-0-039	CONSUMP	CU FT
42	Targhee Hall - 042	UIDW	NON_METERED_WATER	DWF042-0-042	CONSUMP	CU FT
47	Renfrew Hall - 047	UIDW	UIDW	DWF025-0-CMCP	CONSUMP	CU FT
47	Renfrew Hall - 047	UIDW	UIDW	DWF029-0-047	CONSUMP	CU FT
47	Renfrew Hall - 047	UIDW	UIDW	DWF035-0-047	CONSUMP	CU FT
52	Theophilus Tower - 052	UIDW	NON_METERED_WATER	DWF043-0-052	CONSUMP	CU FT
62	South Hill Community Center - 062	UIDW	NON_METERED_WATER	DWF044-0-062	CONSUMP	CU FT
93	WWAMI Medical Education Bldg - 093	UIDW	UIDW	DWF021-0-093	CONSUMP	CU FT
94	Early Childhood Lrng Center - 094	UIDW	NON_METERED_WATER	DWF045-0-094	CONSUMP	CU FT
97	Idaho Student Union Building - 097	UIDW	NON_METERED_WATER	DWF046-0-097	CONSUMP	CU FT
100	Golf Course Clubhouse - 100	UIDW	NON_METERED_WATER	DWF047-0-100	CONSUMP	CU FT
102	SHillVista-see 530-541 (Inactive) - 102	UIDW	NON_METERED_WATER	DWF048-0-102	CONSUMP	CU FT
103	SHillTerrace-see 500-507 (Inactive) - 103	UIDW	NON_METERED_WATER	DWF049-0-103	CONSUMP	CU FT
111	Engineering/Physics Bldg - 111	UIDW	UIDW	DWF033-0-111	CONSUMP	CU FT
111	Engineering/Physics Bldg - 111	UIDW	UIDW	DWF037-0-111	CONSUMP	CU FT
114	ASUI Kibbie Activity Ctr / VAC - 114	UIDW	NON_METERED_WATER	DWF050-0-114	CONSUMP	CU FT
143	Student Recreation Center - 143	UIDW	UIDW	DWF027-0-143	CONSUMP	CU FT
143	Student Recreation Center - 143	UIDW	NON_METERED_WATER	DWF051-0-143	CONSUMP	CU FT
422	Agricultural Biotechnology - 422	UIDW	UIDW	DWF008-0-422	CONSUMP	CU FT

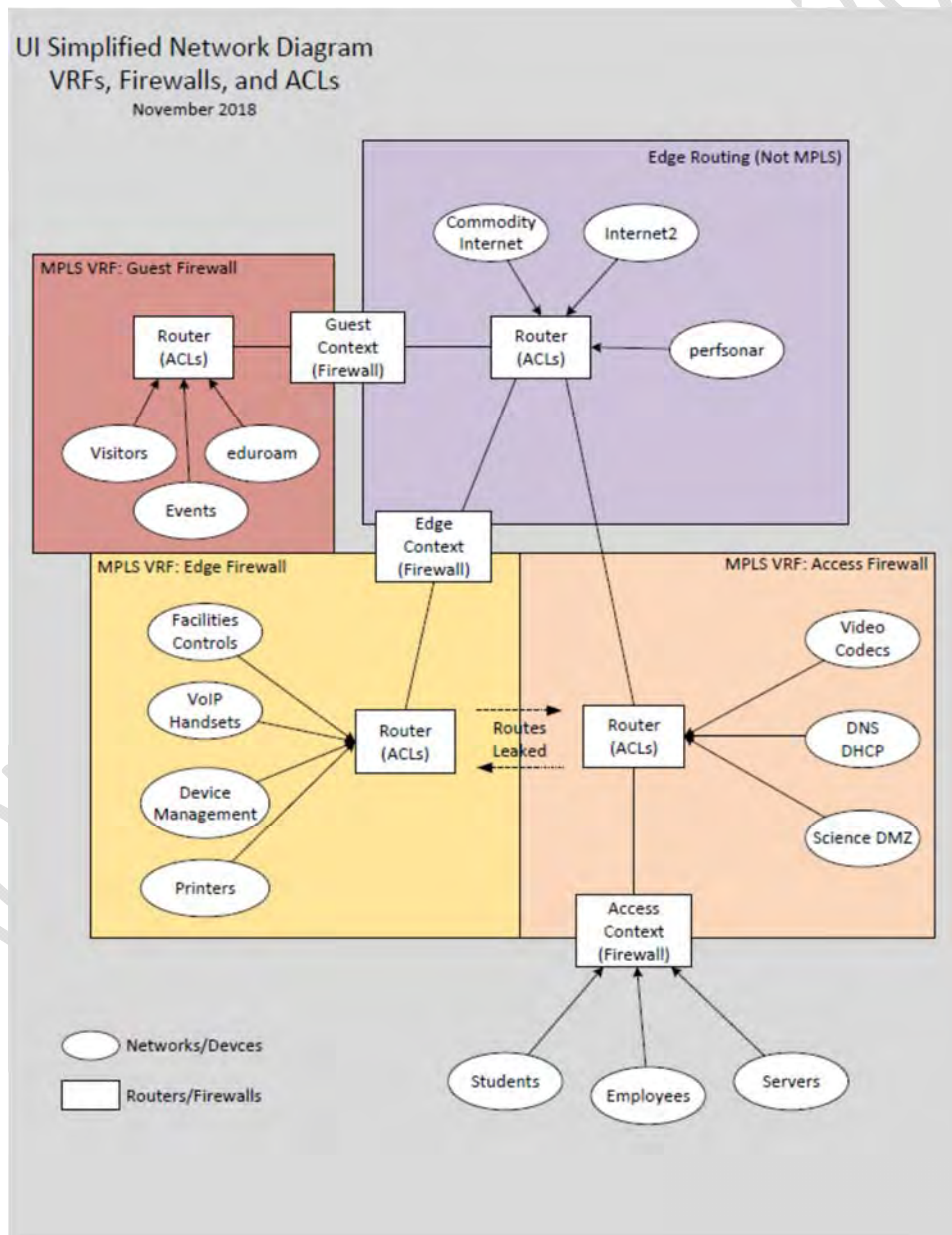
Build No. #	Property	Utility	Utility System	Meter Site	Meter Site Type	UOM
422	Agricultural Biotechnology - 422	UIDW	UIDW	DWF036-0-422	CONSUMP	CU FT
424	J. A. Albertson - 424	UIDW	UIDW	DWF009-0-424	CONSUMP	CU FT
441	Alpha Kappa Lambda - 441	UIDW	GREEK_WATER	DWF001-0-441	CONSUMP	CU FT
447	Farmhouse - 447	UIDW	GREEK_WATER	DWF007-0-447	CONSUMP	CU FT
454	Pi Kappa Alpha (Demo 2015) - 454	UIDW	GREEK_WATER	DWF005-0-454S	CONSUMP	CU FT
456	Sigma Chi - 456	UIDW	GREEK_WATER	DWF006-0-456	CONSUMP	CU FT
458	Alpha Gamma Rho (Sold) - 458	UIDW	GREEK_WATER	DWF003-0-458	CONSUMP	CU FT
460	Alpha Gamma Delta - 460	UIDW	GREEK_WATER	DWF004-0-460	CONSUMP	CU FT
508	South Hill Apts - 506 Taylor - 508	UIDW	NON_METERED_WATER	DWF052-0-508	CONSUMP	CU FT
548	LLC - Engineering - Bldg 7 - 548	UIDW	UIDW	DWF022-0-LLC	CONSUMP	CU FT
548	LLC - Engineering - Bldg 7 - 548	UIDW	NON_METERED_WATER	DWF059-0-548	CONSUMP	CU FT
550	Wallace Residence-Common - 550	UIDW	UIDW	DWF038-0-WRC	CONSUMP	CU FT
550	Wallace Residence-Common - 550	UIDW	NON_METERED_WATER	DWF061-0-550	CONSUMP	CU FT
551	Wallace Residence-Stevenson - 551	UIDW	NON_METERED_WATER	DWF062-0-551	CONSUMP	CU FT
552	Wallace Residence- Ballard - 552	UIDW	NON_METERED_WATER	DWF063-0-552	CONSUMP	CU FT
553	Wallace Residence- Willey - 553	UIDW	NON_METERED_WATER	DWF064-0-553	CONSUMP	CU FT
554	Wallace Residence-Gooding - 554	UIDW	NON_METERED_WATER	DWF065-0-554	CONSUMP	CU FT
678	Teaching & Learning Center - 678	UIDW	UIDW	DWF032-0-678	CONSUMP	CU FT
678	Teaching & Learning Center - 678	UIDW	NON_METERED_WATER	DWF066-0-678	CONSUMP	CU FT
694	Housing Storage - 694	UIDW	NON_METERED_WATER	DWF067-0-694	CONSUMP	CU FT
749	South Campus Chiller Plant - 749	UIDW	UIDW	DWF068-M-749	CONSUMP	CU FT
749	South Campus Chiller Plant - 749	UIDW	UIDW	DWF069-S1-749	CONSUMP	CU FT
749	South Campus Chiller Plant - 749	UIDW	UIDW	DWF070-S2-749	CONSUMP	CU FT
749	South Campus Chiller Plant - 749	UIDW	UIDW	DWF071-S3-749	CONSUMP	CU FT

## APPENDIX P

### Utility Network Map

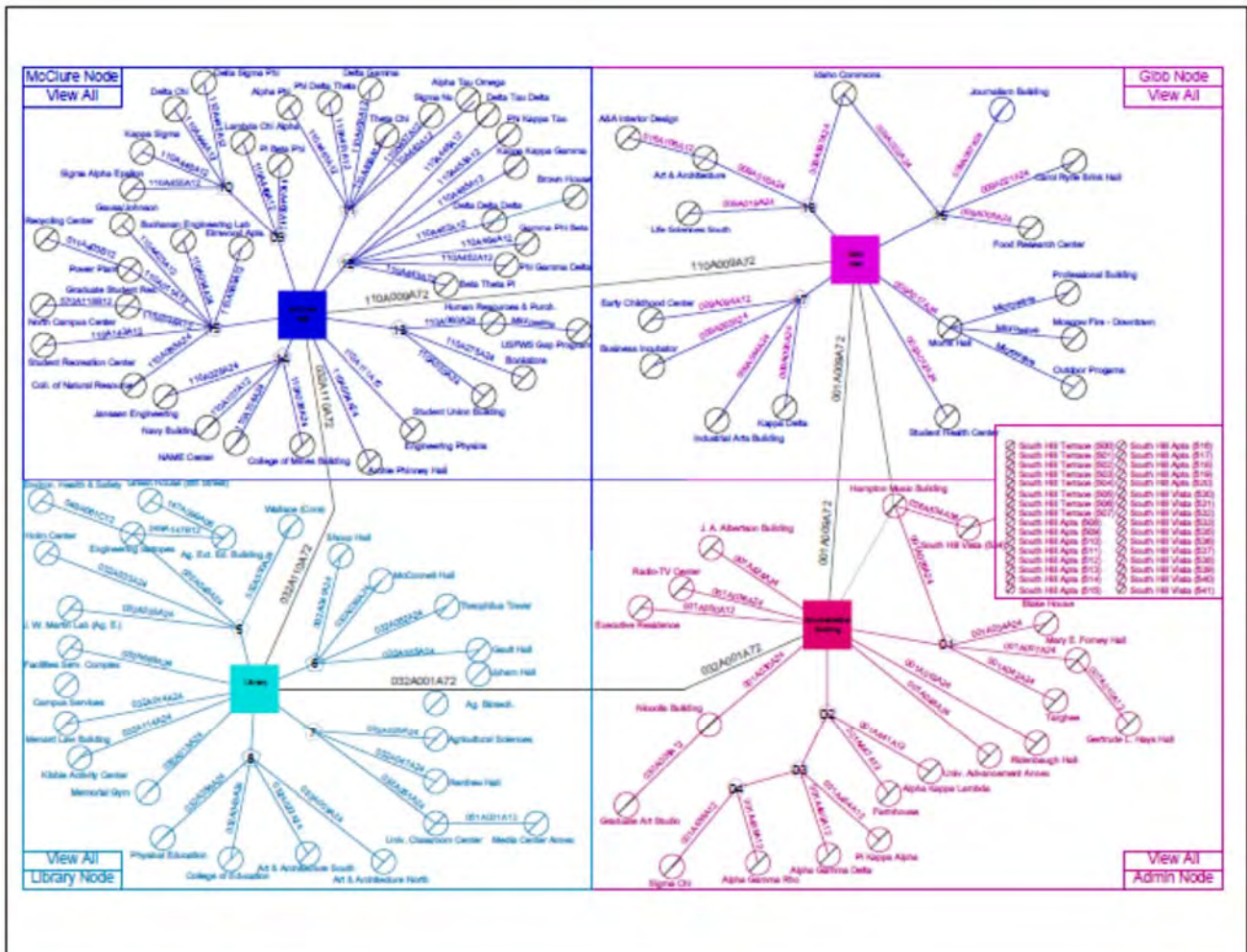
UI Utilities are not part of the Concession agreement, however, to operate the utilities the network and fiber distribution schematics are being provided for situational awareness.

Appendix P-1; UI Simplified Network Diagram



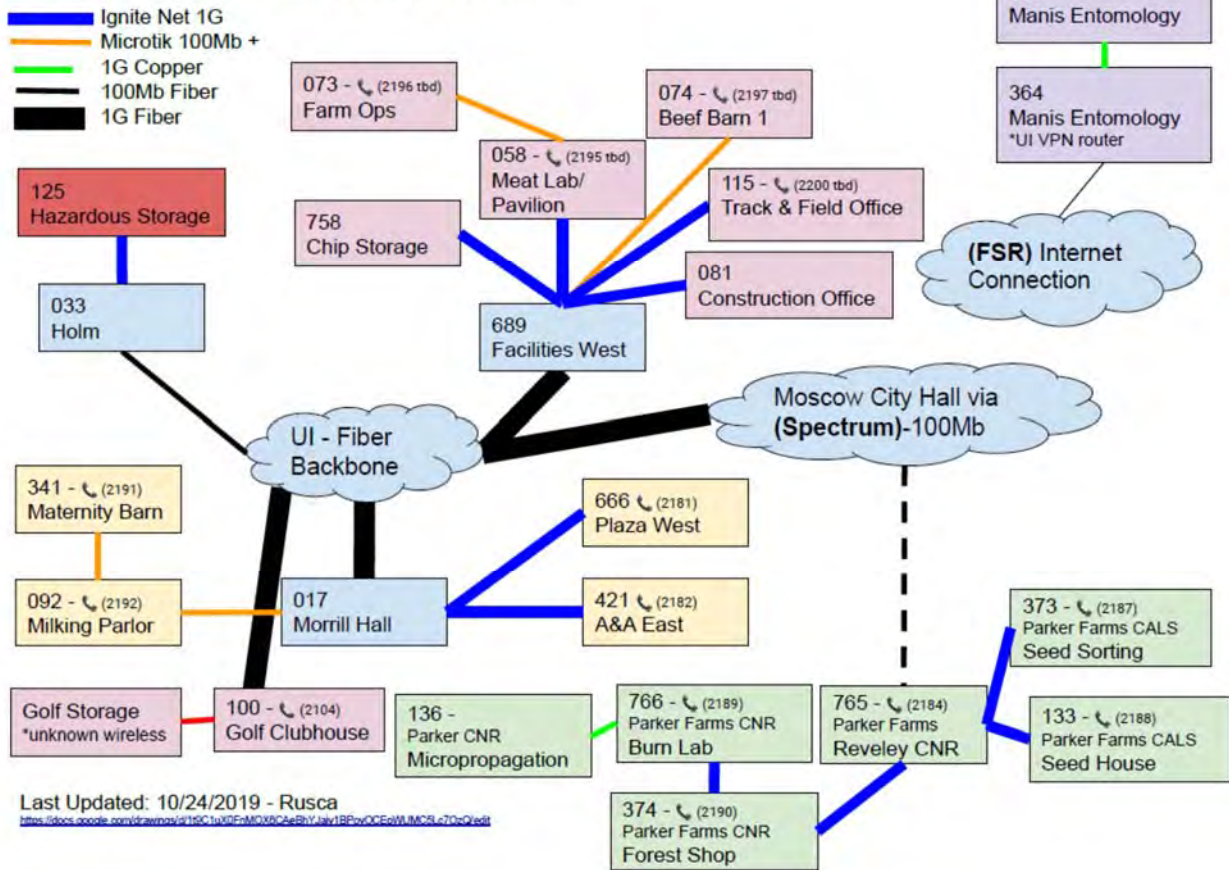


### Appendix P-2; UI Campus Fiber Distribution Schematic.



## Appendix P-2; City of Moscow WAN Wireless Locations.

## Moscow Metro WAN Wireless Locations



## **APPENDIX U**

### **Safety, Health and Environment Policy**

#### **Environmental Health & Safety Roles & Responsibilities**

Safety is a major component of a successful higher education program, providing a solid foundation for planning and executing policies and strategic practices. EHS services and activities are compliance-driven, following many federal, state and local regulatory requirements. Without these critical services, UI's mission and all federally funded programs are at risk (research grants, financial aid, etc.).

Beyond regulatory requirements, human safety is paramount. Our over-arching goal is to have everyone return home each day as healthy and injury-free as when they arrived on campus. Safety training, programs and initiatives directly contribute to creating and maintaining a safe and healthy environment in which the university community works and learns. Instilling safe work practices in students through instructors that lead by example creates more employable alumni and reflects positively on the university's reputation.

EHS provides many programs and services to keep our students and employees safe while complying with the many and varied mandatory requirements. Additional information about our programs is available on our website at <http://www.uidaho.edu/ehs>

#### **Emergency Response Team**

The University of Idaho maintains an Emergency Response Team (UIERT) through the office of Environmental Health and Safety. The team, comprised of all members of EHS, is trained and equipped to handle most incidents that may occur on campus, including chemical, radiological and biohazard incidents. We also have an agreement with the City of Moscow to respond to other incidents in the city as requested. This service is activated as needed by the Incident Commander acting for the City of Moscow, and may be initiated by calling 911.

#### **Safety Orientation**

EHS created an online orientation course, Safety Matters, for all university employees to provide information about many of the services offered by this office. This half-hour course is available through the University's learning management system (LMS). There is also a companion pamphlet that summarizes the information given in the course.

#### **Safety Training**

Safety training is provided in all safety programs under EHS, both online and in-person, and is managed in the online learning management system. Every employee in EHS has areas of expertise in which they are qualified to train the university community.

#### **Safety Programs**

EHS runs a multitude of programs, grouped into seven categories of specialization. With limited staff available, members have been cross-trained to assist in areas outside their own specialties in case of emergencies.

#### **Environmental Compliance**

Managed by the director of EHS, several environmental compliance programs, including air and water quality and oil pollution prevention, are in place to comply with and exceed the rules and regulations of federal and state agencies. These programs have a positive impact on the university and environment, and led to recognition of the university as the Pollution Prevention Champion for 2017 as awarded by Idaho Department of Environmental Quality. The director of EHS is the university's liaison to the U.S. Environmental Protection Agency (EPA) and Idaho Department of Environmental Quality.

### **Fire Safety**

The fire safety specialist is responsible for developing, implementing, and maintaining a comprehensive fire and life safety program for the university through expert knowledge of fire and building codes. Aspects of this program include resolving compliance issues; developing and enforcing fire and life safety policies for the university; assessing fire management and safety training needs, and presenting this training; conducting fire drills; advising on the safe design and installation of fire protection systems; coordinating acceptance testing of all fire safety-related equipment installations and acting as a liaison with regulatory agencies, including state and local fire officials, regarding fire safety issues.

Additional fire safety topics include:

- Emergency Equipment
- Evacuations
- Event planning
- Exits and Corridors
- Fire Safety Handbook
- Fire Safety in Laboratories
- Flammable Liquids
- General Fire Safety
- Inspections
- Open Burning
- Storage and Housekeeping

### **Hazardous Materials & Waste**

A joint effort of the hazardous materials specialist and hazardous materials technician, this program directs the university's hazardous waste management, PCB management and used oil management programs. They provide technical expertise in the handling, use, storage and characteristics of hazardous materials as well as state and federal laws and regulations relating to hazardous waste management and the transportation of hazardous materials. Drawing on this expertise, they also provide training in these areas. Programs and policies related to this field are regulated by the Environmental Protection Agency (EPA), Idaho Department of Environmental Quality (DEQ), Resource Conservation and Recovery Act (RCRA), Department of Transportation (DOT) and others at the state and federal level.

Additional hazardous materials & waste topics include:

- Hazard Communication
- Hazardous Materials Use and Storage



Hazardous Waste Management  
 PCB Management  
 RCRA Compliance  
 Universal Waste Management (batteries, fluorescent lamps, pesticides, and mercury-containing equipment)  
 Used Oil Management

### **Industrial Hygiene**

“Industrial Hygiene is a science and art devoted to the anticipation, recognition, evaluation, prevention, and control of those environmental factors or stresses arising in or from the workplace which may cause sickness, impaired health and well-being, or significant discomfort among workers or among citizens of the community” (Definition from the American Industrial Hygiene Association)

The university’s industrial hygienist, with assistance from the industrial hygiene specialist, manages campus-wide programs in industrial hygiene, asbestos and lead-based paint management, laboratory safety, chemical exposure and indoor air quality assessments, hearing conservation, respiratory protection, medical surveillance and related training. Industrial hygiene policies and procedures are based on the work of OSHA, National Institute for Occupational Safety and Health (NIOSH), Centers for Disease Control (CDC) and others. Additionally, the university maintains an active institutional membership in CSHEMA, the Campus Safety Health and Environmental Management Association.

Additional topics in this program include:

Animal Workers Medical Surveillance  
 Asbestos-containing Materials Management  
 Blood-borne Pathogens  
 Chemical Exposure Assessment  
 Hearing Conservation Program  
 Indoor Air Quality  
 Lead-containing Materials Management  
 Mold  
 Respiratory Protection

### **Laboratory Safety**

Also managed by the industrial hygienist, the purpose of the laboratory safety program is to minimize the risk of injury or illness to laboratory workers by ensuring that they have the training, information and support needed to work safely in the laboratory. EHS develops these resources based on current rules and regulations from state and federal entities, as well as recommendations on best practices provided by the Association of Public and Land-grant Universities (APLU), and assists laboratory workers in applying them as part of the university’s commitment to providing a safe laboratory environment for its faculty, staff, students and visitors. The industrial hygienist works closely with the radiation safety officer and/or radiation safety specialist in managing this program.

Topics under laboratory safety include:

Chemical Hygiene Plan

Laboratory Safety Plan  
 Laboratory Safety Commitment  
 Laboratory Signage Program  
 Laboratory Hazard Analysis  
 Laboratory Safety Inspections  
 Shower/Eyewash Inspections

### **Occupational Safety**

A multidisciplinary field, occupational safety is concerned with safety, health and welfare of people at work with a primary focus on the prevention of hazards. Regulated by federal and state legislation and codes, our comprehensive program includes job hazard analysis, fall protection, confined space work and training to name a few. The occupational safety specialist, assisted by the occupational safety technician, develops and maintains this program for the university, supervises the coordination and performance of facility inspections by outside agencies, performs safety inspections, prepares and monitors workers compensation claims, investigates accidents and develops and provides safety training and related resources. The occupational safety specialist is the secretary for the University Safety and Loss Control Committee (USLCC), providing monthly reports to and about the committee.

Topics in this program include:

Accident Investigations  
 AED Program Management  
 Building Inspections (with the Idaho Department of Building Safety)  
 Confined Space Program  
 Driver Safety  
 Electrical Safety  
 Ergonomics  
 Fall Protection Program  
 First Aid/CPR/AED Training  
 Hazardous Energy Control (LockOut/TagOut)  
 Job Hazard Analysis  
 Unit Safety Program/Committees  
 University Safety and Loss Control Committee (USLCC)  
 Workers Compensation Claims

### **Radiation Safety**

The University's radiation safety program is managed by the radiation safety officer (currently the director of Environmental Health and Safety). In the absence of a dedicated radiation safety officer (RSO), a radiation safety specialist provides technical assistance in handling, use, storage, and characteristics of radioactive material and radiation-producing equipment; and responds with the acting RSO to emergencies involving radioactive and hazardous materials. The RSO (or specialist, under the guidance of the RSO) provides training to the university in radiation safety, radioactive materials transport and x-ray safety.

The radiation safety program provides information and training on the theory, hazards, biological effects, protective measures, monitoring and disposal of radioactive

materials; establishes policies by which radioactive materials may be safely used; ensures compliance with local, state and federal regulations; and provides emergency response assistance. This program is governed by the Nuclear Regulatory Commission (NRC), which holds final approval for any RSO hired by the university. Additionally, the RSO is a member of the university-wide Radiation Safety Committee that administers our broad-scope radioactive material license.

Topics associated with this program include:

- Federal Licensing
- Radiation-producing Equipment Use
- Audits and Inspections
- Emergency Procedures
- Radioactive Material Use
- Radioactive Waste Disposal

### 35.32 - Safety & Loss Control Program

January 11, 2011

#### A. Institutional Safety and Responsibility. *[ed. 1-11]*

**A-1. Safety Policies and Procedures.** Safety policies and procedures which are required in order to ensure compliance with local, state, or federal law or regulation will be prescribed by the Director of Environmental Health and Safety. When proposed safety policies are a combination of legal or regulatory requirements and institutional policy, those portions with institutional policy will be submitted for review and approval by the University's Safety and Loss Control Committee. *[ren. & rev. 1-11]*

**A-2. Obligations.** Administrators, managers and supervisors are responsible for developing and implementing safe work practices, promoting safety, and setting the example for others. All employees are expected to adhere to safe operating work practices and are encouraged to provide expertise and offer ideas to make safety a part of the job. All members of the University community are expected to continuously promote safety awareness, maintain property and equipment in safe operating condition, and comply with APM Chapter 35 (Environmental Health & Safety). *[ren. & rev. 1-11]*

**A-3. Director of Environmental Health and Safety Responsibilities.** The Director of Environmental Health and Safety is responsible for administering the institutional Safety and Loss Control Program. To fulfill this responsibility, the Director of Environmental Health and Safety directs the activities of the Environmental Health and Safety ("EHS") Office, monitors the work environment and coordinates the efforts of all University units and employees to create and maintain safe conditions of study, research, and employment, to promote safe practices and to ensure compliance with applicable regulations. The Director of Environmental Health and Safety also serves as the University's environmental compliance officer. *[ed. & ren. 1-11]*



**A-4. Supervisor Responsibilities.** Deans, directors, department heads, faculty members, staff and other supervisory personnel are responsible for providing safe environments and operations under their control (including, but not limited to, work, classroom, laboratory, and field-trip activities), and are required to ensure that all reasonable and necessary precautions are taken to prevent accidents and to preserve the life and health of the employees, instructors, students and others under their supervision. Supervisors are responsible for ensuring that employees under their supervision are adequately trained, equipped, monitored, evaluated, and guided as appropriate to ensure compliance with established safety policies, standards, and procedures. Annual performance evaluations of supervisors shall reflect performance in promoting safe work practices. *[ed. & ren. 1-11]*

**A-5. Employee Responsibilities.** All University employees are required to comply with the safety policies, procedures, and work practices established by the University. Employees must avoid any activity that creates or constitutes a serious hazard to themselves or others while working for the University. Any employee who believes that performing an assigned work task or activity may pose a serious risk to life or health is expected to immediately bring their concerns to the attention of his or her supervisor, or others as designated by department/division procedures. *[ren. 1-11]*

**B. Safety and Loss Control Committee Function.** In conformity with the State of Idaho's Safety and Loss Control Program model, the University has established a Safety and Loss Control Committee. *[See also FSH [1640.76](#)]*

**B-1. Responsibilities.** The responsibilities and purposes of the committee are described in FSH [1640.76](#). *[ed. 7-10]*

**C. Safety and Loss Control Committee Membership/Structure.**

**C-1. Membership/Structure.** See FSH [1640.76](#). *[ed. 7-10]*

**C-2. Governance.** The Safety and Loss Control Committee is governed by a chair and vice-chair, with the vice-chair assuming responsibilities of the chair after a one-year rotation. Committee members are appointed by the University's Committee on Committees and serve a three-year period with students serving terms as recommended by the ASUI and GPSA. *[ed. 1-11]*

**D. Unit Safety Program.** Unit administrators are required to ensure that a unit safety program is developed and implemented using the template provided by EHS. *[add. 1-11]*

**D-1. Unit Safety Program Elements.** The Unit Safety Program is comprised of the following nine elements: *[add. 1-11]*

- Policy and Procedures
- Unit Safety Committee
- Job Hazard Assessment

- Safety Training
- Accident Reporting and Investigation
- Inspections
- Emergency Response Plans
- Vehicle Safety and Use
- Hazardous Materials Use

Further information, guidance, resources and tools to assist in the development of a unit safety program are available at the EHS website. Please click [here](#) to access the Unit Safety Program webpage. *[add. 1-11]*

**D-2. Unit Safety Program Assessment.** Unit administrators shall ensure that their safety program is reviewed annually to determine the progress made in reaching the goals described in the unit safety program template. To accomplish this, a Unit Safety Program Assessment Checklist is available. Please click [here](#) to access the Assessment Checklist. *[add. 1-11]*

**E. Information.** For additional information and assistance, please contact the Environmental Health and Safety Office at (208) 885-6524 or [Safety Office email](#). *[add. 1-11]*

### 35.35 - Public Use and Liabilities

Last updated March 17, 2015

#### A. General.

**A-1. Preface.** The University of Idaho ("University") encourages and welcomes the use of University facilities by the public and by organizations if used in an appropriate, safe, and responsible manner. While the University is a public institution, not all of its facilities are open to the public. The University has established this policy to allow the use of University facilities by the public while minimizing the risks and liabilities to the University and protecting University facilities from damage, vandalism, and abuse (see also Facilities Scheduling Policy Committee FSH [1640.40](#)). *[rev. 10-11]*

**A-2. University Facilities.** University facilities include the buildings, structures, grounds, lawns, sports fields, golf course, sidewalks, and farm areas, and all improvements contained within the property boundaries of the University. *[ed. 10-11]*

**B. Correcting or Reporting Unsafe Conditions.** Any University employee that observes a situation that exposes any person to an unsafe condition must immediately report the unsafe condition to his or her supervisor. The public is encouraged to report any unsafe condition to the Environmental Health and Safety Office ("EHS") at (208) 885-6524 or [safety email](#), Facilities at

(208) 885-6246 or [facilities email](#), or, after normal business hours, Campus Security at (208) 885-7054. *[ed. 7-10, 10-11, 1-14]*

**C. Accident Assistance and Reporting.** Any University employee that observes an accident that involves bodily injury or creates a hazardous situation should immediately call the appropriate local emergency response number. The accident must then be reported to the Risk Management Office, (208) 885-7177 or [risk email](#), or after normal business hours, Campus Security at (208) 885-7054, so that the circumstances of the accident can be documented and any necessary corrective action can be identified and taken. *[rev. 10-11, 1-14]*

#### **D. Use of University Facilities.**

**D-1. Facility and Space Reservations.** To schedule the use of any University facility, the approved venue locations, contact information, costs and other information can be found at the Facility and Space Reservations website at [Facility and Space Reservations](#). *[rev. 10-11]*

**D-2. Considerations of Use.** Persons responsible for organizing and conducting events in University facilities are expected to address the following as part of the planning process: a) Facility Use Agreement for use of space, (b) insurance; (c) developing and implementing procedures for reporting accidents and summoning aid; (d) security arrangements; (e) traffic control; (f) food services; and (g) sanitation requirements. At a minimum, Risk Management, Facilities, University Support Services, and Parking and Transportation Services ("PTS") are involved in approval process. (See Facility and Space Reservations website for more information at [Facility and Space Reservations](#). *[rev. 10-11]*

**E. Restricted Areas.** The public is not permitted in restricted areas on University property except with the permission of the appropriate University administrator. Restricted areas include, but are not limited to, non-public areas such as offices, classrooms, laboratories, shops, workplaces, roofs, mechanical spaces, construction areas, University operated residences and residential areas, swimming pools, weight rooms and athletic facilities, shooting ranges, animal facilities, various landscape areas and recreation fields, crop land, and forest lands. *[rev. 10-11]*

**F. Individual or Non-Sponsored Recreational Activities.** Individuals conducting recreational activities on University property are responsible and liable for their actions and for any damages caused. Any organized event must be approved by the venue administrator. Approved events take precedence over any unscheduled activities. Any violation of this policy should be reported to Campus Security at (208) 885-7054. *[rev. 10-11, 1-14]*

**F-1. Types of Recreational Activities.** Many recreational activities such as kite flying, cross-country skiing, group sports activities, and Frisbee/disc golf activities are permitted only in certain areas. Other activities are banned completely, or restricted to supervised classes only, because of safety and damage concerns. See list below for further clarification. Sports fields may be used if scheduled with the Athletic Department or Campus Recreation. Recreational and group activities using other campus green spaces must be approved by Facilities. *[rev. 10-11, 3-15]*

**F-2. Sledding, Snowboarding and Skiing.** There are no areas on campus for downhill sledding, snowboarding, or skiing at this time. Please use Moscow City Parks or other appropriate areas for downhill sledding, skiing, and snowboarding.

**F-3. Climbing and Rappelling Activities.** Climbing or rappelling activities are not allowed, except for the Climbing Walls at the Student Recreation Center and Memorial Gym.

**F-4. Frisbee/Disc Golf Activities.** The University has constructed a disc golf course on campus. Information and maps of this golf course can be obtained from Campus Recreation campus recreation. Individuals using the disc golf course, are responsible and liable for their actions, for any injuries to other persons, and for any property damage resulting from their activity. Disc play outside the disc golf course is not permitted. Other Frisbee team sports and catch are allowed only on the Theophilus Tower lawn, Wicks/Intramural fields, Sprint Turf field, North field, and Band field. Individuals are not permitted to climb onto buildings or roofs to retrieve their frisbees/discs or other items. Requests to retrieve all items should be made to Facilities at (208) 885-6246 or [facilities email](#). *[rev. 10-11]*

**F-5. Recreational Fires.** [See [APM 35.25](#)] Recreational fires on University property must be a) approved by the EHS Office, (208) 885-6524, b) approved, and a permit issued, by the Moscow Fire Department, (208) 882-2831, and c) approved by Facilities, (208) 885-6246. These fires are strictly limited in scope and used for University-sanctioned events only. No personal campfires or cooking fires are allowed on campus. *[rev. 10-11]*

**F-6. Driving on Campus Green Space.** Driving any vehicle (cars, trucks, bikes, ATV's, motorcycles, etc.) on campus green spaces for an event without prior permission from Facilities is not allowed. Protection of green space from rutting, tearing, and damage is critical. Proper use of protective materials is required before vehicles may be driven/parked on green space areas. Contact Facilities Landscape Department (208) 885-6734 or [landscape email](#) for assistance. [Note: Non-event driving on University green space by anyone other than authorized service or emergency vehicles is prohibited at all times, and citations will be issued by the Moscow Police Department ("MPD") for these violations.] *[ed. 10-11]*

**F-7. Tight Rope or Slack Line walking, tree climbing, and related activities.** Slack Line or Tight Rope walking and related activities are not permitted on campus. Campus property, including but not limited to trees & buildings, are not to be used for the purpose of anchors or poles to support cables and tightening devices being used for recreational activities or classes that include free climbing; tight rope walking; aerial cable slides or glides, or any other related activity. *[add. 4-07, ed. 10-11]*

Climbing trees for University sponsored class work leading to a professional degree, such as an arboricultural class, is permitted during class sessions through special arrangements with the Facilities – Landscape Division. Only the Campus Horticulturist; the Campus Arborist; the Campus Landscape Superintendent; and the Landscape & Exteriors Services Director can

authorize a particular tree or group of trees to be used for a University outdoor classroom event. Permission must be gained for such an event at least two (2) weeks prior to the event. *[add. 4-07, ed. 10-11]*

Trees selected by Landscape Staff will be reviewed against the type of event that is being planned, the number of people involved, and the expected negative impacts to the trees and landscape. Once these parameters have been determined, trees that will meet these needs with minimal damage will be assessed and visually checked for health; vigor; load capacity; and possible branch and root issues. Trees selected for the event are based upon the trees' ability to withstand and support the proposed event, not where the event coordinator would like to locate that event. *[add. 4-07, ed. 10-11]*

Trees that will not be allowed for this type of activity are iconic trees within the University landscape; unique specimen, species, or cultivars of trees on campus; historically or culturally significant campus trees; or campus trees that have received Memorial or Recognition status and have plaques by them. For example Camperdown Elms or any trees within the Administration Lawn would not be suitable candidates for an authorized outdoor classroom event. *[add. 4-07, ed. 10-11]*

For permission and/or any further questions, please contact Facilities at (208) 885-6246 or email us at [landscape email](#). *[add. 4-07, ed. 10-11]*

## **G. Bicycling, Skateboarding, and Rollerblading.**

**G-1. Bicycling.** The closed walkway systems and pedestrian areas on campus are considered sidewalks for the purposes of bicycle safety and enforcement. *[ed. 10-11, 1-14]*

a. Bicycles may not be brought into University general education buildings. Violations of this policy should be reported to the EHS Office, (208) 885-6524. *[add. 10-11]*

b. Bicycle parking is provided throughout the University campus and bicycles may only be parked in accordance with [APM 40.32](#), A-6. *[rev. 10-11, 1-14]*

c. Abandoned and disabled bicycles are handled in accordance with [APM 40.32](#), A-6. *[rev. 10-11, 1-14]*

d. More information on the University's bicycle rules and regulations is available on the Parking and Transportation Services website: <http://www.uidaho.edu/parking/rules-and-regulations/1,-d-,bicycles>. *[rev. 1-14]*

**G-2. Skateboarding and Roller Blading.** *[ed. 7-10]*

a. University facilities are not open to skateboarders or roller bladers other than currently enrolled University students or University employees. University students and employees wishing to use their skateboards or rollerblades as transportation around campus may do so on any walkway wider than eight (8)



feet. Safety and congestion problems occur when using walkways that are eight (8) feet or less. *[rev. & ren. 10-11]*

b. Skateboarding or rollerblading in a manner that may cause injury to self or others is not permitted on University property. *[ren. 10-11]*

c. Skateboarders and roller bladers must yield to pedestrians at all times. *[ren. 10-11]*

d. Recreational skateboarding or roller blading where jumps, tricks, or other maneuvers are performed is not allowed anywhere on the University campus. Please use Moscow Skate Park for these types of activities. The University campus is considered “off limits” for all recreational skateboarding. *[rev. & ren. 10-11]*

e. Waxing, grinding, permanent or semi-permanent surface markings, or damage to University property not applied by authorized University representatives is prohibited in all areas. University considers such activity to be defacing/vandalizing state property and will have MPD issue citations as needed. *[rev. & ren. 10-11]*

f. The University will pursue restitution for expenses for the cleanup, repair or replacement of any damage caused by persons who are skateboarding or rollerblading.

g. The University supports citing for trespass, as the police officer deems appropriate and applicable, any individual found skateboarding or rollerblading in violation of University policy. *[rev. 10-11]*

h. The University assumes no liability for injury caused by skateboarders or rollerbladers. Persons who skateboard or rollerblade on University property, or their parents in the case of minors, are solely and totally responsible for any injuries to self and others that result from their skateboarding or rollerblading activities. *[rev. 10-11]*

## **H. Weapons and Explosives.**

**H-1. Weapons.** See [APM 95.12](#). *[rev. 7-14, rev. 1-15]*

### **H-2. Explosives.**

a. Explosives include but are not limited to any chemical compound, mixture, or device, the primary or common purpose of which is to function by explosion. The term includes, but is not limited to, dynamite and other high explosives, black powder, pellet powder, initiating explosives, detonators, safety fuses, squibs, detonating cord, igniter cord, and igniters.



b. Except in the case of law enforcement officers engaged in official duties, explosive substances are prohibited on university premises unless the Executive Director of the Office of Public Safety and Security (OPSS) approves their use. *[ed. 1-14]*

**H-3. Violations of the Weapons and Explosives Policy.** Anyone who has concerns about possible violations of this policy should notify the Executive Director of OPSS at (208) 885-7209. *[ed. 1-14]*

a. Employees who violate this policy are subject to disciplinary action, up to and including dismissal.

b. Students who violate this policy are subject to disciplinary action, up to an including expulsion, as outlined in the Student Code of Conduct.

## **I. Aircraft Use and Parachute Jumps.**

**I-1. Aircraft Use.** The landing or use of aircraft (helicopters, ultra lights, hang gliders, unmanned aircraft systems, etc.) on University property is prohibited except as approved by the Executive Director of OPSS. See [APM 95.35](#). *[ed. 10-11, 1-14, rev. 3-15]*

**I-2. Parachute Jumps.** Parachute jumps, including skydiving, onto University property are prohibited. *[ed. 10-11]*

**J. Dogs and Other Animals.** See [APM 95.16](#), Animals on Campus. *[1-15]*

**K. Overnight Camping on Campus.** Overnight camping on the University campus is prohibited, unless authorized by Parking and Transportation Services (PTS), Facilities or its designee for a University sponsored event. This privilege is extended only to persons attending University sponsored activities (e.g., athletic events, short courses, Family Weekend, and/or Homecoming, etc.) and granted only for self-contained recreational vehicles ("RVs"). Unauthorized camping is considered a trespass on University property and is enforceable by the MPD. The following guidelines explain allowable and unallowable procedures for overnight RV camping on University property. *[rev. 10-11, ed. 1-14]*

**K-1. Designated Camping Areas.** Authorized RV overnight camping is only allowed in parking lot 110 (west of the Kibbie-ASUI Activity Center, north of the all-weather track and lot 57). Prior authorization from PTS is required. *[rev. 10-11]*

**K-2. Open Fires Prohibited.** Open fires are strictly prohibited. *[ren. 10-11]*

**K-3. Camping Trash Collection.** Trash and/or debris disposal should be made only in the designated trash receptacles for the sponsored events. *[ren. 10-11]*

**K-4. Information.** For additional information or questions regarding overnight RV camping on University property, please contact Parking and Transportation Services (PTS) at (208) 885-6424. *[rev. & ren. 10-11, ed. 1-14]*

### 35.33 - Human Resources & Safety Training

Last updated August 18, 2005

**A. Human Resources and Safety Training.** Adequate protection and development of human resources are essential for the University to accomplish its purpose, functions and objectives [See [FSH 1320](#)].

**A-1. Workplace Health and Safety.** The president is charged with the responsibility and authority for maintaining order and providing for the safety and well-being of everyone who is admitted to, enrolled in, employed by, or associated with the UI.

**a. Drug Free Work Areas.** The UI strives to maintain an environment conducive to inquiry and learning which is free of illegal drugs and abuse of alcohol [See APM 05.32]. To maintain a safe and productive work environment, the UI expects support and cooperation from employees in implementation of this policy.

**b. Workplace Supervision and Access.**

**i) Supervision.** Supervisors, employees and students are responsible for ensuring that personnel within their workplace are adequately supervised. Students engaged in classroom and laboratory activities must be constantly monitored. Visitors, children and other personnel may not be aware of the hazards within a typical workplace and may require more careful supervision. Open and/or low sill windows, unprotected electrical outlets, tools, paper shredders, paper cutters, electric staplers, equipment that can cause severe burns (laminators, space heaters, etc.), heavy storage items, unsecured bookcases and cabinets, work tables and stools, and chemicals are examples of hazards that may be encountered by persons unfamiliar with a workplace. Persons on tours of UI facilities or those attending university events or workshops must be protected from workplace hazards.

**ii) Access.** Workplaces must be secured to prevent unauthorized entry when no one is present. Only authorized personnel are allowed in hazardous spaces such as laboratories, shops, mechanical rooms, roofs, and other areas. Children are not allowed in hazardous spaces except during university approved activities and must be under supervision of a responsible adult and, if in a group, must have previously obtained the written permission of a parent or guardian to participate in the activity.

**c. Reporting Safety Concerns.** Questions about workplace health and safety should be referred to the Environmental Health and Safety (EHS) Office. Additional information about specific safety procedures may found in the Administrative Procedures Manual. Any potentially hazardous situations and problems should be reported immediately to the Safety Officer.

**A-2. Hiring and Safety Training.** Ensuring employees are adequately trained and qualified for their assigned responsibilities not only reduces the risk of injury to persons or damage to university property, but also positively benefits the university by preventing the waste of the significant resources it takes to address the many indirect costs associated with accidents.

**a. Supervisor Responsibilities.** Deans, directors, department heads, and other supervisory personnel are responsible to ensure that each person reporting to them has the training and experience necessary to conduct assigned work activities in a safe and prudent manner. Employees must be furnished with appropriate safety equipment, devices, and safeguards and are required to adopt and use the practices, methods, operations, and processes that are provided to render the workplace safe.

**i) Safety Orientation.** Supervisors are responsible to ensure that each employee hired receives an employee safety orientation [See APM 35.77] as soon after hiring as possible. Such training includes documentation signed by both the supervisor and employee to verify that applicable safety policies and procedures have been reviewed prior to assigned work tasks. This documentation must be kept on file and must be accessible for review by the Safety Officer or authorized designee.

**ii) Minimum Training Requirements.** Supervisors are responsible for ensuring each employee receives necessary initial and continuing training to perform safely assigned work tasks [See APM 35.77]. (Contact EHS Office for availability of checklists and other training materials that may be used to conduct and document employee safety training as well as safe work practices.)

**iii) Training Assistance.** Upon request, EHS personnel will assist supervisors in ensuring that employees receive necessary safety training. For additional information on safety training issues and opportunities, contact the EHS Office, (208) 885-6524.

**B. Reporting Accidents and Incidents.** Every employee is required to report all accidents that result in personal injury or damage to university property to his or her supervisor as soon as possible. Incidents that do not actually result in damage to persons or property should also be reported to supervisors. Supervisors are responsible for ensuring that accidents and incidents brought to their attention are promptly reported, as required by appropriate accident reporting procedures [See [APM 35.71](#) and/or [APM 35.35](#)].

**C. Workplace Safety Inspections.** UI safety personnel and regulatory agencies conduct inspections of UI building and campus areas and coordinate compliance with applicable federal, state, and local agencies and codes. [See [APM 35.74](#)] Reasonable access during these inspections must be provided. Supervisors are encouraged to ensure that safety inspections of workplaces are performed at least quarterly and to periodically review the practices and procedures being used when fieldwork or other work-related activities are performed in isolated areas to verify that

related hazards are adequately acknowledged. Checklists that are used to document in-house workplace safety inspections may be obtained by contacting the EHS Office, (208) 885-6524.

## **1. 35.36 - Environmental Issues**

Last updated August 18, 2005

### **A. General.**

**A-1. Preface.** The University of Idaho strives to demonstrate its leadership in the protection and conservation of natural resources. Preserving natural resources benefits the UI and surrounding community by providing a better place to work and live, enhances its excellence in research and education, and conserves its economic resources. Compliance with environmental regulations is a responsibility and legal requirement that provides for a safer working and learning environment, protects the environment, and minimizes the legal and financial liabilities of the institution and the members of the university community.

**A-2. Activities.** Employees engaged in teaching, research, outreach, farming, service, maintenance, and other UI activities are expected to assess the impact that their activities may have on areas of environmental concern. These areas may include, but are not limited to, air quality, disturbing or using asbestos-containing materials, the installation and use of aboveground and underground storage tanks, biohazardous materials, hazardous materials and waste management, disturbing lead-based paint, polychlorinated biphenyls (PCBs), radiation safety, solid waste, and water quality.

**A-3. Compliance.** All employees are expected to comply with all applicable federal, state and local laws, rules, and regulations as well as UI policies and procedures. The Environmental Health and Safety Office provides guidance on compliance with environmental regulations and can be contacted for information on environmental issues, (208) 885-6524.

### **B. Pollution Prevention.**

**B-1. Prevention.** Eliminating pollution before it enters the environment is preferable to managing the pollution after it enters the environment. Often, pollution prevention activities reduce operating costs, minimize liabilities, and reduce regulatory requirements. Employees need to explore and implement ways in which pollutants and waste from their activities can be reduced or eliminated. The following suggestions provide guidance to accomplish this requirement:

- a. **Source Elimination.** Replacing products or processes that use hazardous materials will eliminate the costs to manage and dispose of these materials. An example is replacing a mercury thermometer with a non-mercury thermometer. Use of computers, models, or instrumentation can also eliminate the need for using and disposing of hazardous materials.

b. Source Reduction. Substituting a less hazardous material or less polluting process for a more hazardous material or more polluting process will reduce potential environmental concerns. Reducing the amount of hazardous materials used in a process or product, as in microscale experiments, will minimize management and disposal of these materials.

c. Recycling. Unwanted materials from one department may be needed materials in another department. Surplus chemicals are an example. The exchange of these materials will reduce the need to purchase new chemicals and dispose of old chemicals. Recycling of solid wastes (aluminum cans, paper, cardboard, etc.) will reduce the university's waste disposal costs and conserve natural resources. [See [APM 40.05\(C\)](#)]

### C. Accountability.

**C-1. Violations of Laws, Rules, and Regulations.** Any violation resulting from the failure to comply with an applicable law, rule or regulation, or a UI policy or procedure, may subject an employee to disciplinary action. In addition, if a violation leads to the payment of a monetary penalty by the UI, that portion of the monetary penalty attributable to the employee's failure to comply may be assessed against the operating budget of the employee's department. Fines or penalties imposed on an employee individually by a court or by statute for violation of laws or regulations must be paid for by the employee.

### D. UI Representative.

**D-1. Safety Officer.** The safety officer is responsible for providing guidance and technical consultation to assist the UI in complying with environmental regulations. The safety officer reviews UI activities, recommends corrective actions, develops policies and procedures, maintains required documentation, and accompanies regulatory agency representatives during inspections. The safety officer represents the UI as the liaison with regulatory agencies and manages applicable environmental permits.

## 35.40 - Hazardous Waste Management

Created January 23, 2009

***Preamble:** The University of Idaho complies with the Resource Conservation and Recovery Act, the Idaho Hazardous Waste Management Act, and other laws, rules and regulations which pertain to the management of hazardous waste.*

**A. Definitions.** Hazardous wastes are those materials that meet the definition of an ignitable, corrosive, reactive, or toxic waste (40 CFR Part 261); are listed by description, process, or named in federal environmental regulations (40 CFR Part 261); are used oil (40 CFR Part 279); or are defined as Universal Wastes (40 CFR Part 273), including fluorescent lamps, batteries, mercury-containing devices, and unused pesticides.

### B. Policy.



**B-1. Introduction.** Federal and state laws present a complex and strict legal framework for managing hazardous wastes. Procedures and training have been developed to assist the university community in understanding how to comply with these requirements. Many university activities, including research, teaching, maintenance, and office operations, have the potential to generate a hazardous waste. Managing these wastes in a safe, environmentally acceptable and legal manner is an expectation of all employees and students.

a. Management of radioactive, biohazardous, polychlorinated biphenyls (PCBs), or asbestos waste is not covered in this section.

**B-2. Responsibility.** Compliance with environmental requirements is a distributed responsibility and is required of all university community members. University employees and students are responsible for knowing and complying with this policy and related procedures. Unit administrators shall identify all employee and student positions that generate or manage hazardous waste, ensure that such employees and students are familiar with the requirements herein, and shall provide opportunities for and require such employees and students to attend hazardous waste management training presented by the Environmental Health and Safety Office.

**B-3. Training.** All employees and students who are identified by their unit administrators as one who generates and/or manages hazardous waste shall attend the university Hazardous Waste Management workshop, or other appropriate training approved by the Environmental Health and Safety Office, **prior** to generating and/or managing hazardous waste at any university facilities. After initial training, this training requirement must be met once every five years.

**B-4. Violations of Laws, Rules, and Regulations.** Any violation resulting from the failure to comply with an applicable law, rule or regulation, or a university policy or procedure, may subject an employee or student to disciplinary action. In addition, if a violation leads to the payment of a monetary penalty by the university, that portion of the monetary penalty attributable to the employee's or student's failure to comply may be assessed against the operating budget of the employee's or student's administrative unit. In the event that individual fines or penalties are imposed on an employee or student by operation of state or federal law, such individual shall be responsible for such fines in accordance with applicable laws.

**C. Procedures.** Procedures on how to identify, manage and request disposal of hazardous wastes can be found at the following Environmental Health and Safety website:

[Environmental Health and Safety](#)

In addition, this website offers information on how to minimize the generation of hazardous wastes, information on the hazards of certain categories of chemicals, and lists emergency response procedures and information on personal protective equipment.

**D. Contact Information.** For further information, please contact the Environmental Health and Safety Office, 208-885-6524.



## APPENDIX V

### Tunnel Security Requirements

The Concessionaire shall take all reasonable efforts to restrict access to the Tunnels by applying locks at all entrances. Electronic access control, where appropriate, as well as keying of physical locks shall be coordinated with the University's Environmental Health and Public Safety.

**6 May 2020**

**Standard Operating Procedure:** Tunnel Confined Space Entry, Permitting Protocol and Policy  
University of Idaho, Facilities

**References:**

**CFR 29, Part 1910.146, Permit-required confined spaces, General Industry Regulations**

**Section .043, Idaho General Safety & Health Standards,**

**35.75 - Confined Space Standards, University of Idaho, APM**

**Definitions:**

**Confined Space means a space that:**

- (1) Is large enough and so configured that an employee can bodily enter and perform assigned work; and
- (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, tunnels and pits are spaces that may have limited means or entry);
- (3) Is not designed for continuous employee occupancy.

**EHS – Environmental Health and Services.** EHS Proponent and Authority having jurisdiction for the university confined space entry program, (See also, APM 37.75, Confined Space Entry Program).

**Purpose of this policy:** Provide for the occupational safety of all employees, staff, students, faculty, public and assigns have requirements to enter or work in the University of Idaho campus steam tunnels or other confined spaces such as sewer systems, storm water systems, water tanks etc. The policy specifically, establishes a standard operating procedure for entering the steam tunnel network support the university campus.

**Intent.** Provide university students, faculty, staff, and public a means of gaining managed access to confined space entry without hindering efficiency but, providing situational awareness of employee working conditions and dispatch of resources to effect positive occupational health and safety and, or safe rescue or recovery in the event of an incident. Confined spaces offer hazards that are not hereto without risk. The expanded intent is to augment APM 35.75 with an operational procedure and business process maintaining compliance with entry into confined

spaces. Entry permits are to be programmed and issued to entrants within the following levels of training, (See Also, APM 35.75):

**Level I Entrant** – Requires Basic awareness, must know the definition of confined space and a hazardous site.

**Level II Entrant** – Air monitoring and training as an attendant to monitoring training.

**Level III Entrant** – Requires all training including extraction supporting rescue and recovery.

**Training Requirements.** All employees entering the UI Tunnel System will have at a minimum training for Level I Entrant as provided by the PHS and in accordance with APM 37.75. Training is offered annually, any higher level of entrant training will suffice for Level I Entrant Training. Employees are encouraged to seek entrant training at a greater level in support of operational safety, however, should seek guidance from a supervisor.

**Central Energy Plant:** For the interest of the steam tunnel the Central Energy Plant is the authority having jurisdiction and monitoring work of and entry into the steam tunnel network supporting the university campus.

**Water Systems Manager:** For the interest of campus water systems, the water systems manager is the supervising authority having jurisdiction upon confined space entry into Storm water, domestic water, sanitary sewer and reclaimed water systems.

**Director of Trades.** For the interest of confined space mechanical areas the Director of Trades is the supervising authority having jurisdiction over safe confined space entry into mechanical spaces including but not limited to building confined spaces, building mechanical rooms, storage tanks, crawl spaces etc. The Director of Trades shares joint oversight of the steam tunnel network and the Director of Utilities.

**Director of Utilities and Engineering Services.** For the interest of this policy and oversight of the confined space entry program on campus the Director of Utilities and engineering services is the authority having jurisdiction for enforcement of campus confined space entry and joint staffing of the policy herein.

**Central Energy Plant Steam Tunnel Network.** The University of Idaho contain 8 miles of underground tunnel network serving as a conduit for the distribution of high pressure steam, chilled water, electricity, water, coolant lines, irrigation lines, telecommunications line and other utility transmission services. To afford efficiency of process the Central Energy Plant (Steam) will monitor all entrants with access to the steam tunnel, in accordance with the university Confined Space Entry Program APM 35.75 and CFR 29, Part 1910.164. Access will be afforded to those who have completed and demonstrate completion of a confined space entry course outlined under university policy, outlined by EHS, See Also,

<https://www.uidaho.edu/infrastructure/pss/ehs/safety-programs/occupational-safety/confined-spaces>

**Outside Vendors and Contractors:** Outside vendor must contact the Steam Plant Supervisor, Karrie May, 885-6271 or the Chilled Water Plant Supervisor Ben Tucker, 885-5261, and schedule the entry. The contractor will complete a form with steam plant or chilled water plant supervisor supplying contact information (including the supervisors contact info) in the event those contacts become necessary due to notification for injury, accident, incident, and emergencies, including death.

**Monitoring Process.** The Steam plant records the time, date and area of tunnel entry, as well as the nature of work being performed and the know hazards associated with their work and/or any work going on in other tunnel sections that may affect. After the work is concluded Steam Plant Personnel walk the effected section verifying:

- Conduct a notification of vendors entering a hazard area of unique conditions
- Monitor access to the facility and work area for the purpose of preventing
- Ensure no personnel were left behind
- Maintain environmental cleanup and, or removal of all the trash
- Tunnel covers, lids are secure,
- Turn-off lights, equipment, or other appurtenances left operating or unchecked, etc.

**Other, Non-facility, UI employees, Staff, Students and Faculty.** Non-facilities staff and faculty, Students for educational purposes only are to contact either the Director of Utilities and Engineering or the Central Energy Plant Manager to coordinate access and supervision of visits to the tunnel network. A simplified version of the permit form is available to provide access to the plant. Supervisors must contact the steam plant and provide notice of who is entering the tunnels, the nature of the work, and the expected areas they will be performing work. Access will be restricted to appointment only Central Plant Manager, Phone: 208-885-5271.

**Monitoring and Tracking.** All information is tracked on a board, for Steam Plant personnel to monitor. When a supervisor is finished, they contact the steam plant and announce they are complete and have accountability of their personnel. The business process keeps us aware of everything going on in the tunnels and allows the central energy plant to share information about hazards that these people may not be aware of. The steam plant personnel survey these areas of tunnel when they are finished to assure no one is left behind, the trash is taken out, and the lids are all secure, etc. All UI employees will be tracked using **Appendix B, Tunnel Location Reference Map and Appendix C, Tunnel Location Reference Table**. The appendices are share with Public Safety to support response, search, rescue and recovery.

**Conditional Exception.** There is an exception for facilities staff and employees working around mechanical rooms who must be complete work near the tunnel entrance and may be considered incidental to an adjoining tunnel exit or entrance. Provided work around the tunnel plane of entry is not greater than a 10'- radius, beyond said plane of the exit / entrance point at the mechanical room. It is the responsibility of field supervisors to monitor and maintain accountability of single individuals working under these conditions, employees are required to maintain contact with their supervisor. Single individuals entering the tunnel regardless of the

conditional exceptions will notify the steam plant prior to entry. Work Teams entering the tunnel entering conditions defined as beyond 10' of penetration of entry and prolonged work periods greater than 30 min. will notify the steam plant and maintain contact with a supervisor. Ventilation of and work conditions within the tunnel network cannot be guaranteed and disorientation of an employee may lead to incapacitation as a result of fumes, contusions suffered from overhead obstructions, ruptures of high pressure steam lines, high voltage electrical lines or other hazards.

**Overhead Protection.** All entrants to the tunnel shall wear overhead protection at all times.

**Confined Space Entry Water Systems.** All contractors, employees, staff and faculty are to contact the Director of Utilities and Engineering Services or the designated appointee Water Systems manager prior to access of the water system and any confined entry. The water systems manager is responsible for monitoring and tracking entry into confined spaces of the university water system.

**Confined Space Entry to Mechanical Rooms.** All contractors, employees, staff and faculty are required to contact the Director of Trades and or the designated appointee to gain access to mechanical rooms. Exceptions to this policy are facilities staff with purpose to enter the space.

### **Public Safety and Security.**

**Security:** Employees and entrants are reminded that the tunnel system affords subterranean access to all buildings connected to the tunnel network and the Steam Plant retains joint responsibility with the Security and Safety Office, for security and safety of that system. In the interest of safety many high pressure steam lines, as well as electrical lines are carried through the tunnel system exposing entrants in the tunnel to hazards critical to the welfare of the employee.

**Safety:** While the tunnel system is relatively well ventilated as a result of proximity to the surface hazardous conditions occur from buildup of gases. Like all confined spaces employees are further at risk to build-up of toxic and / or noxious gases such as CO<sub>2</sub> and CO, overhead obstructions and incapacitation from head injuries. Therefore, your movements are monitored in the event staff must affect a rescue regardless of how unlikely or remote the hazard. Relative to security, the UI takes appropriate measure to restrict access and prevent unfettered movement by mischievous persons seeking to vandalize, cause harm or otherwise negatively impact operations and safety of the students, staff, faculty and public on campus. If suspicious activity is noted it is reported to security and UI aims to prevent mistaken identity by monitoring movement of staff, employees requiring access to the tunnels.

**Environmental Health and Safety.** Environmental Health and safety is the authority having jurisdiction for the confined space program under APM. 35.75 and is responsible for outlining the program. Permit forms can be obtained through the responsible systems manager or Environmental Health and Safety office. Access to the tunnel system is only granted by selected Facilities Staff.

**Permit Form.** The current permit form used by environmental health and safety Appendix A, Confined Space Permit, will be completed by entrants prior to working in the tunnel if that work does not meet the conditional exceptions of this policy memorandum.

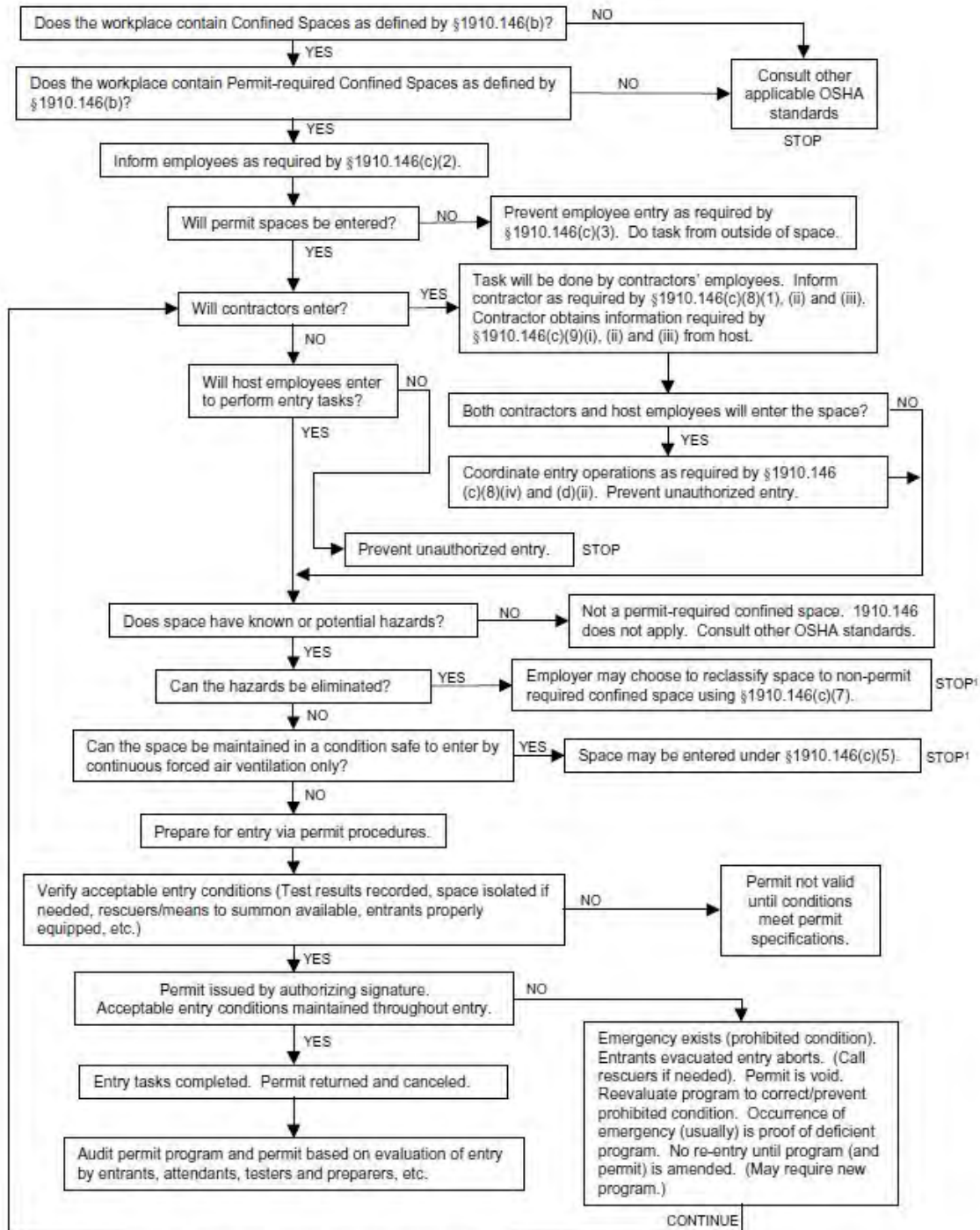
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## FLOW CHART

## Appendix A: 29 CFR 1910.146, Permit-required confined spaces standard

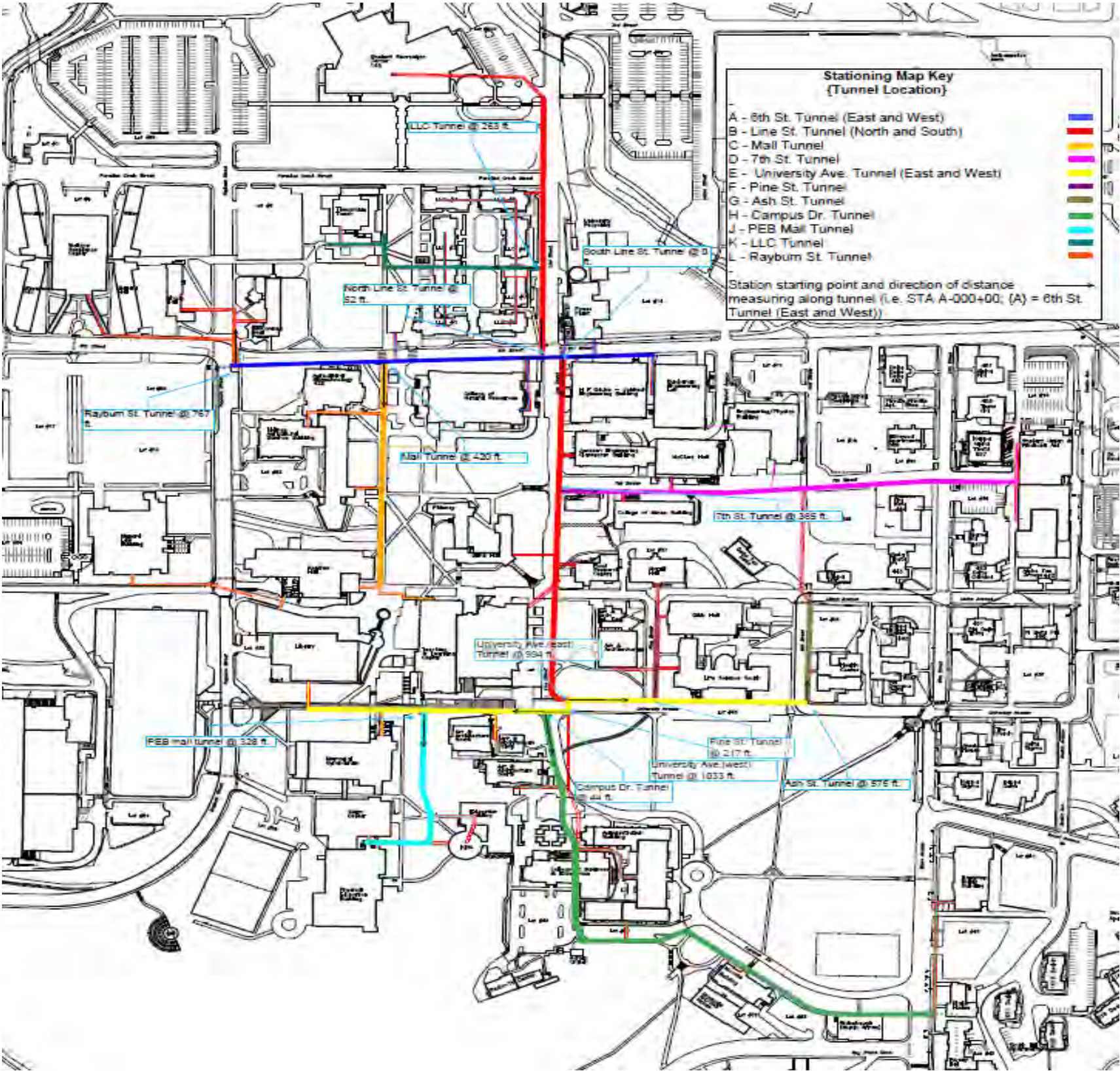
## Appendix A, Permit-required Confined Space Decision Flow Chart





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APPENDIX V  
Tunnel Map



Building Tunnel Access by Main Tunnels						
Building # (if applicable)	Building/ Tunnel Access	Distance to break off	Length of tunnel to site	Access features	Length to Access feature	Notes
6th St. Tunnel						
East						
11	Energy Plant(SW)	0	110	Panel	74 ft	
	Line St. Tunnel (S)	0		Panel	195 ft	
423	GJ(N)	40 ft				
11	Energy Plant(SE)	70 ft				
54	BEL (end)	207 ft (end)				
West						
11	Energy Plant (SW)	0		Panel	74 ft	
	Line St Tunnel (S)	0		Panel	668 ft	
	Line St Tunnel (N)	52 ft				
55	CNR	95 ft				
	Mall Tunnel	420 ft				
	Rayburn St. Tunnel	767 ft				
Line St. Tunnel						
North						
	LLC Tunnel	263 ft		Panel	70 ft	
546	LLC 5(NE)	462 ft		Panel	279 ft	
143	SRC	749 ft (end)		Panel	470 ft	
				Manhole	548 ft	
				Panel	710 ft	
South						
423	GJ(W)	88 ft (re-measure req)		Panel	142 ft	
28	JEB	283 ft		Manhole	431 ft	
	7th St. Tunnel	385 ft		Panel	937 ft	
21	Brink	567 ft				
5	FRC	592 ft				
97	Commons	664 ft				
	University Ave Tunnel (E)	994 ft				
	University Ave Tunnel (W)	1033 ft (end)				
University Ave. Tunnel						
East						
	Pine St. Tunnel	217 ft		Manhole	21 ft	
	Ash St. Tunnel	575 ft		Manhole	165 ft	
				Access panel	330 ft	
				Manhole	458 ft	
West						
	Campus Dr. Tunnel	44 ft		Panel	84 ft	
3	AA shop	156 ft		Panel	583 ft	
	PEB mall tunnel	328 ft				



15	Mem. Gym	439 ft	58		
32	Lib.	607 ft (end)	107		
Mall Tunnel					
25	Ag Sci (N)	143 ft		Manhole	91 ft
	IRIC	approx 225 ft		Panel	290 ft
25	Ag Sci (SE)	358 ft		Manhole	491 ft
47	Renfrew	638 ft		Manhole	626 ft
678	TLC	659 ft (end)			
7th St. Tunnel					
38	Mines	152 ft	55	Panel	75 ft
110	McClure	264 ft		Manhole	175 ft
	Ash St. Tunnel (buried)	574 ft		Manhole	275 ft
20	SUB(NW)	1087 ft (end)		Manhole	375 ft
20	SUB(SW)	1087 ft (end)		Panel	476 ft
				Manhole	596 ft
				Manhole	676 ft
				Manhole	777 ft
				Panel	872 ft
Pine St. Tunnel					
16	AA	89 ft	89	Panel	89 ft
19	LSS	89 ft		Panel	243 ft
9	Gibb	251 ft			
17	Morrill	324 ft (end)			
Ash St. Tunnel					
12	SHC	93 ft		Panel	18 ft
				Manhole	93 ft
				Manhole	97 ft
				Manhole	285 ft
				Manhole	(end?) 330 ft
Campus Dr. Tunnel					
22	AA south	214 ft		Panel	41 ft
1	Admin. (E)	417 ft	170	Panel	257 ft
424	Econ.	418 ft-524 ft		Panel	370 ft
1	Admin. (S)	802 ft		Panel	680 ft
30	Niccolls	1215 ft		Panel	812 ft
18	Ridenbaugh	1453 ft		Panel	1036 ft
26	Music	1616 ft (end)	342	Manhole	1152 ft
				Panel	1453 ft
PEB Mall Tunnel.					
43	Edu.	306 ft	68	Panel	23 ft

56	PEB	495 ft		Panel	444 ft
53	Swim	526 ft (end)			
Rayburn St. Tunnel					
39	McConnell	129 ft	74		
550	Wallace	80 ft	525		
41	Shoup	163 ft (end)	126		
LLC Tunnel					
548,549	LLC 7-8	64 ft		Panel	349 ft
545,546,547	LLC 4-6	64 ft		Panel	384 ft
542,543	LLC 1-2	229 ft			
544	LLC 3	229 ft			
52	Tower	544 ft (end)	29		

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## APPENDIX X

### Policies and Procedures for use of University's IT Network

The University's then existing IT Network Policies and Procedures, as may be updated from time to time, and is available at <https://www.uidaho.edu/governance/policy/policies/apm/30/13> or such other location as the University provides written notice thereof

#### **1. 30.02 - Administrative Systems and Applications**

January 11, 2010 (rewrite)

**A. General.** ITS-MIS (Information Technology Services and Management Information Systems), in partnership with the Functional Systems Support Group (FSSG), administers and maintains enterprise-level administrative systems. These systems support a wide range of activities and users across campus. For more information on specific supported applications please go to the following home page: [Management Information Systems](#).

**A-1. "Current" Administrative Systems.** Obtain the background information on the "current" administrative application. If the information is not available in the user's manual for the application system, contact the owning department for each system. (i.e., Registrar for student records, Business System and Accounting Services (BSAS) for financial information, etc.) *[ed. 7-10]*

#### **B. Process**

**B-1. New Administrative Applications.** Prior to initiating any action to implement a new administrative system, contact the MIS Manager for details on how to proceed.

**B-2. Modifying an Existing Production Program.** Contact the appropriate module leader for the application or application module. A list of module leaders for support applications can be obtained from the [Management Information Systems](#) home page. This individual is responsible for determining the modification requirements and coordinating the development of those changes. ITS-MIS is responsible for implementing any changes to the production system.

**B-3. Error Resolution.** The primary contact for issues related to supported administrative systems is the appropriate module leader. Contact the MIS Manager ([MIS Email](#)) if problems persist after reasonable attempts have been made at resolution.



## APPENDIX Y

### Communication Systems and Information Technology Protocol

The University's then existing Communication Systems and Information Technology Protocol, as may be updated from time to time, and is available at <https://www.uidaho.edu/governance/policy/policies/apm/30/12> or such other location as the University provides written notice thereof.

### **30.12 - Acceptable Use of Technology Resources**

Rewritten: March 24, 2017

**Preamble:** The University of Idaho (UI) provides access to technology resources in order to support its instruction, research, outreach, and service missions; administrative functions; and student and campus life activities. This policy sets forth the rights and responsibilities of users of UI technology resources and the measures that may be taken by the institution to ensure the integrity of UI technology resources and compliance with applicable law and policy.

#### **Contents:**

- A. Definitions
- B. Policy
- C. Scope
- D. Exceptions
- E. Process/Procedure
- F. Contact Information
- G. References

#### **A. Definitions.**

##### **A-1. Technology resources**

- All university owned, operated, leased, or contracted computing, networking, telecommunication, and information resources;
- All information maintained within the university's computing resources;
- All voice and data networks, telecommunications and communication systems and infrastructure; and

- All technology resources including all hardware, software, applications, databases, and storage media.

**A-2. Data owner.** The unit administrator with direct responsibility for all access and use of designated types of data. Use of this term, in connection with this policy, shall not affect university claims or rights of ownership of data or ownership of third party data in the possession of the university.

**B. Policy.** UI provides access to and use of its technology resources to its students, staff, faculty, and others, in order to support its mission. Access and use of UI technology resources is a privilege and requires that users of such technology resources act responsibly. Users shall only access and/or make use of UI technology resources in a manner that is consistent with applicable federal and state laws and Idaho State Board of Education and UI policies and procedures. Users accessing UI technology resources have no expectation of privacy with respect to such uses. Please note that applicable laws and policies are not limited to those specifically addressing access to and use of computers and networks; they may also include, but are not limited to, laws and policies related to personal conduct. (See FSH 3170 B-7)

**B-1. User Responsibilities.** Users of UI technology resources must:

- a. Follow all applicable federal and state laws;
- b. Follow all UI policies and procedures and IT standards;
- c. Actively maintain the security of all devices accessing UI technology resources or being used to access, store, or process UI-maintained data.
- d. Actively maintain the security and privacy of university data or UI-maintained third party data and store such data only in authorized locations, consistent with UI policies and standards.
- e. Report privacy, security, or technology policy violations to the UI ITS Security Office.

**B-2. User Actions Constituting Misuse of UI Technology Resources.** User actions, such as those described below, of UI technology resources shall be considered misuse of UI technology resources:

- a. Utilizing any identity or account not specifically assigned by UI to the user;
- b. Hindering monitoring, or intercepting another user's network traffic, except as expressly authorized by the UI;
- c. Attempting to access, disclose, destroy, use, or modify university systems or data without authorization of data owners;

- d. Using technology resources for partisan political or campaign activities (see FSH 6230), such as participating or intervening in a campaign for public office or making technology resources available to a candidate, campaign, political party, or political actions committee (see also FSH 3170 B-10).
- e. Using technology resources for commercial purposes (including but not limited to personal financial gain)
- f. Using university resources for personal, non-commercial purposes, excluding uses such as personal email or access to the internet, when such activities do not interfere with an individual's employment responsibilities at UI or give rise to a cost to UI.
- g. Using technology resources for unlawful communications or activity, including threats of violence, obscenity, child pornography, defamation, harassing communications (as defined by law), such as cyberstalking or other similar activities in violation of stalking laws;
- h. Using technology resources for the creation or transmission of materials which may put any person's personal safety at risk;
- i. Using technology resources for unauthorized access to any system or network;
- j. Engaging in the unauthorized copying, distributing, or transmitting of copyrighted materials (see FSH 5300), such as software, music, or other media.

**B-3. Noncompliance.** Noncompliance with this policy may result, depending upon the nature of the non-compliance, in the user's account or access to UI technology resources being temporarily suspended, or disabled, or permanently terminated. In the case of temporary suspension, UI may require implementation of certain remedial measures or satisfaction of certain educational courses prior to reinstatement of the user's account or access. Additionally, the user may be referred for institutional sanctions to the appropriate university disciplinary body and may be subject to civil and criminal penalties.

**B-4. Remediation.** The UI may take any actions it deems necessary to protect and manage the security and integrity of its technology resources, including but not limited to temporarily suspending or disabling user accounts or limiting the available resources through traffic shaping, data caps, or other measures.

**C. Scope.** This policy applies to all users of UI technology resources, whether or not formally affiliated with UI and whether on a UI campus or accessing and using technology resources from remote locations.

**D. Exceptions to the Policy.** Sections B-2 (d-f) do not apply to students, guests, or residents in university housing except when such uses are in violation of federal or state law, or give rise to a cost to UI.

Other exceptions to this policy may be submitted in writing to the UI Information Security Officer who will assess the risk and make a recommendation to the UI-CIO.

**E. Process/Procedure/Standards.** Given the changing nature of technology, users are encouraged to regularly review the latest IT standards on the ITS website for specific guidance on acceptable uses of technology resources.

**F. Contact Information.** The ITS Information Security Office ([its-security@uidaho.edu](mailto:its-security@uidaho.edu)) can assist with questions regarding this policy and related standards.

**G. References.**

Federal Information Security Management Act (FISMA) - National Institute of Standards and Technology (NIST) SP-800-53, Revision 4

UI – FSH 2300 – UI Student Code of Conduct

UI – FSH 2400 – Disciplinary Process for Alleged Violations of Student Code of Conduct

UI – FSH 3170 – University Ethics

UI – FSH 5300 – Copyrights, Protectable Discoveries and Other Intellectual Property Rights

UI – FSH 5700 – Research Data

UI – APM 30.11 – University Data Classification and Standards

UI – APM 45.19 – Export Controls, U.S.

UI – APM 65.02 – Records Inventory, Retention and Disposition

UI – APM 65.06 – University Electronic Records Management Guidelines

**APPENDIX AA****Commercial Drivers Training Program****Commercial Drivers Training Program****University of Idaho****Proposed Program****2 November 2017**

**Vision.** Facilities at the University of Idaho, engages in a commercial driver's training program as a sustainable business management practice serving infrastructure demands across Departments for operation of commercial vehicles under Idaho State Code, Rules and Regulations.

**Purpose.** The purpose of the program is to provide an alternative means of training commercial operators on UI vehicles and equipment where a CDL license is required. Type of license dependent on the particular vehicle/equipment being used.

**Intent.** Maintain an uninterrupted supply of qualified drivers supporting critical university functions and operations. Many programs within Infrastructure such as snow removal, wood fuels deliver to the plant, operation of heavy construction equipment and farm equipment mandate licensure as a commercial driver under Idaho State Code and Federal CDL regulations in accordance with the State of Idaho Department of Motor vehicle, Commercial Drivers Licensing Program.

- a. **Owner operators.** Owner operators may engage in a self-study programs and training of employees serving applicable business interests to reduce cost of sending operators to a broader formal school for training. Many Commercial Driver's Training Programs cost in excess of \$ 5,000.00 to \$ 10,000.00.
- b. **Drivers.** Many employees serve the university in a capacity where operating a commercial vehicle is less than 5% of their assigned duties but, mandatory to accomplish programmed tasks. For these positions the additional duty of commercial driving requires that it be listed as mandatory on their UIJD's for the positions that the majority of time is spent doing this work, while other positions are asked in emergencies situations to help. So training these staff with the particular vehicle/equipment they will be operating is the best and most effective way for the staff member to attain a CDL while becoming intimately familiar with that equipment to operate it safely.

- c. **Depth of Driver Resources.** The depth of commercial drivers requires some redundancy to support snow removal operations, landscaping operations, heavy equipment & transportation operations and district energy plant operations. Directors and managers maintain a roster of fully qualified drivers serving to maintain continuity of operations when losses of personnel occur due to in climate weather, illness, family emergency, or over work.

**Training.** All University employees eligible for operating Class A through D Commercial vehicles must demonstrate completion of an appropriate level of commercial vehicle operation or

- a. **District Energy Plant.** Energy Plant learner permit trainees (these are class A CDL trainees), they are preparing for the driving test that the ITD proctor will conduct.
- b. **Landscape BEX Training.** (Class B with air endorsement or greater)
- c. **TRADES.**
- d. **Water and Waste Water Systems.**
- e. **Parking and Transportation.** (Class C with Passenger Endorsement or greater)

**Training Program.** In compliance with the State of Idaho Commercial drives program Directors and managers will conduct, complete in a satisfactory manner and document in a log the following training requirements prior to scheduling a practical examination with a state of Idaho recognized driving examiner:

1. **Duties and Responsibilities.** All employees and or directors and or managers seeking training must receive a either a letter of endorsement from their director or produce a Job description reflecting their position is require to support a commercial driver's license.
2. **Commercial CDL Written Exam.** Before any UI employee engages in drivers training that employee will complete the written State of Idaho CDL exam with a passing grade. The exam must be recorded in the personnel file of the employee.
3. **Training Curriculum.** Supervisors and managers will direct employees to complete training on all associated tasks within the State of Idaho Commercial Drivers Licensure program and complete and pass a mock practical examination endorsed by the supervisor and or manager.
  - a. **Trainer.** Must be hold the appropriate license and endorsements under Idaho State Law with current and valid drug testing on file.
  - b. **Supervisor.** Will not allow any trainee to perform any practical operations other than training under designated locations in the field.



- c. **Driver / Operator Trainee.** A trainee may not operate a commercial vehicle of any class without an appropriately licensed trainer in the cab of the vehicle to supervise operations and training. Until that trainee complete drivers training they are not authorized solo occupation or operation of a commercial vehicle.

**Authorized Training Units. Only the following University Units within Facilities are authorized to train student drivers for the CDL program.**

- a. **District Energy Plant – Drivers training for Class A and Heavy Equipment with airbrake endorsement.**
- b. **Trades – Drivers Training for Backhoes, Class B, Class C and Class D**
- c. **BEX, Landscape – Heavy equipment operation meeting Class A, B, with airbrake endorsements.**
- d. **Parking and Transportation – Class B, C, D Bus with airbrake endorsement.**

#### **Training Facilities.**

- a. For all trainees required to complete a series of demonstrations (UI) will provide the appropriate vehicle/equipment that the staff member will possibly be operating in the future and used to support the following programmed training.
  - 1. Docking will be trained at Facilities or other scheduled facility loading docks.
  - 2. Parallel parking has been done at the Kibbie Dome parking lot or at the Facilities parking lot approved in writing by the Director having oversight of the staff member.. City driving skills is tested with a route around Moscow. Lastly, the highway driving skills has been done either North or South of town on highway 95.
  - 3. The Kibbie Gravel Parking lot and UI Streets were used for this test. Once they pass the driving portion of the test, they are CDL Certified
- b. All facilities must be approved in writing by an IDT proctor and or examiner. Venues may be changed as approved by the examiner.
- c. **Drug & Alcohol Testing.** All employees engage in Commercial Operation of vehicles are subject to the Federal Motor Carrier Safety Administration and ITD require drug & alcohol testing after the employee completes the licensing process.
  - (1) Trainee Drug Testing. Testing will be performed at time of pre-employment background check screening. If transferring from a non-safety sensitive role to safety sensitive roll testing will be done prior to performing any driving functions.

(2) CDL drivers training may start immediately after they have completing the licensing process, with completion of the written exam.

**Training Equipment.** The DMV prefers that the applicant perform driving the vehicle/vehicles/equipment that they will actually be using.

UI vehicles will be used to go out to the DMV and be used as part of the driver's test for our staff members.

**Student Resources.** The CDL applicant gets the study book from the DMV and takes the written test on his/her own. No UI involvement with that part of the testing procedure. If/When the person passes the test, then they have perform a practical driving test, See also, Appendix A.

### **Who Must Obtain a CDL**

Idaho's Commercial Driver's License (CDL) Program is designed to improve safety on our highways while meeting federal requirements for testing and licensing of all commercial drivers. You must have a CDL to operate any of the following commercial motor vehicles (CMV):

1. Combination vehicle with a gross combination weight rating (GCWR) of 26,001 or more pounds, provided that the gross vehicle weight rating (GVWR) of the towed unit is greater than 10,000 pounds
2. Single vehicle with a gross vehicle weight rating of 26,001 or more pounds
3. Vehicle designed to transport 16 or more persons (including the driver)
4. Any size vehicle that requires hazardous material placards
5. Vehicles Class employing airbrakes require and endorsement on the appropriate Class license. i.e. a Class A License may be issued without an airbrake endorsement. If issued without and airbrake endorsement the operator may only operate vehicles that, "**DO NOT EMPLOY AIRBRAKES**". Given this is an unlikely scenario most Heavy vehicles employ some form of airbrake and require then endorsement.

Gross vehicle weight rating (GVWR) is the manufacturer's assigned weight rating for the vehicle (truck, bus, or trailer), not the vehicle registered weight. On trucks, the GVWR is usually found on a plate or sticker inside the driver's door. On trailers, it may be found anywhere but is commonly found on the front of the trailer on the trailer tongue or frame. For Idaho, in the absence of a GVWR, the actual weight of the vehicle plus its heaviest load is considered to be the GVWR. The sum of the GVWR of the tires can also be used to determine approximate GVWR. Other states may use other definitions.

Gross combined weight rating (GCWR), is figured by adding the GVWR of each unit of a combination vehicle.

**Job Applications.** “Must have a Class B CDL License or better or be able to attain one within 6 months of hire.” If we can develop our own training program, that would likely be less costly in the long run for future staff members, but in the short term could be expensive to get established.

**Records keeping.** Records will be kept at HR, in the personnel files of the individuals being trained, the trainer and at the supervisor level to ensure compliance with state and federal DOT regulations and rules. The following records will be maintained on file for the entire period an individual serves the university in the capacity of a trainer, trainee and commercial driver:

- a. **Trainee.** The trainee will be required to keep and maintain the following records:
  1. **Log Book.** A log book with credible endorsement of the trainer for each task trained, the time logged in the vehicle and the signature and CDL Number of the Trainer. The log book will be presented to the supervisor before the trainee is allowed to schedule a test with an appropriate examiner.
  2. **Letter of Endorsement.** The supervisor will sign a letter of endorsement to be endorsed by the manager of the unit that the individual is required and approved to maintain a CDL before engaging in any training. The individual must further receive and endorsement in their log book from the trainer reflecting they have completed classroom and practical training before being scheduled for an exam.
  3. **Written Test Results.** Until that time the trainee is issued a certificate of licensure a copy of the written test results must be maintained in the following locations:
    - a. Supervisors Training File
    - b. Employee Records File.
- b. **Trainer.** All Trainers must carry a current State of Idaho commercial license for the class they are training. Trainers must also have on file a current drug test in accordance with drug testing of this CDL Program and current copy must reside in their personnel file.
- c. **NETLearning.** All records should be integrated into NETLearning serving as a redundant record to the individuals file.

**Appendices:**

Appendix A, State of Idaho Commercial Driving Program;

<http://itd.idaho.gov/itddmv/?target=drivers-license-id-cards#cdl>

Appendix B, State of Idaho Commercial Drivers Manual and Training

[http://www.itd.idaho.gov/DMV/DriverServices/documents/cdl\\_manual.pdf](http://www.itd.idaho.gov/DMV/DriverServices/documents/cdl_manual.pdf)

Appendix C, Idaho Commercial Driver's License Skills Tester List (Examiner).

[http://www.itd.idaho.gov/dmv/DriverServices/documents/cdl\\_testers.pdf](http://www.itd.idaho.gov/dmv/DriverServices/documents/cdl_testers.pdf)

**SCHEDULE 3**

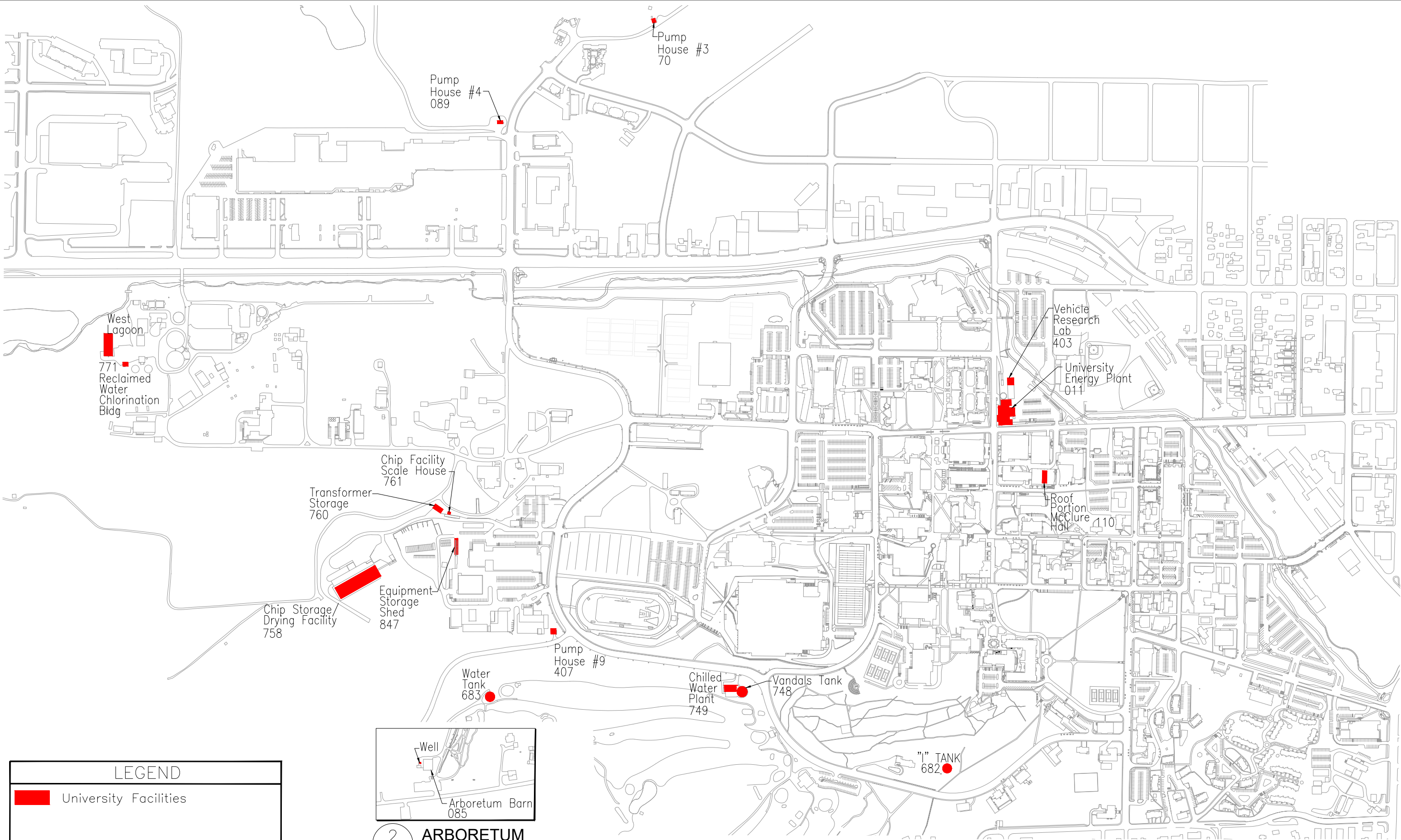
**UTILITY FACILITIES, UTILITY SYSTEM LAND AND UTILITY SYSTEM ASSETS**

**Schedule 3: Part 1<sup>1</sup>**

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<sup>1</sup> The general map of the University Campus included on the subsequent page depicts the Utility Facilities, which are described and depicted in further detail on the pages that follow in this Part 1 of Schedule 3. The buildings on the University Campus in which the Shared Spaces are located are also described and depicted both on the general map and in further detail in this Part 1, with a detailed depiction of each such Shared Space in Part 2 of this Schedule 3.





**ENERGY PLANT**

A building and attached facilities located in the City of Moscow, SW 1/4 SE 1/4 of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho described as follows:

**COMMENCING** at the south quarter corner of Section 7. from which the southwest corner of said Section bears S87°50'24"W, 2711.10 feet;

Thence N60°56'46"E, 66.64 feet to the southwest corner of the University Energy Plant and the **POINT OF BEGINNING**;

Thence along the west wall of said Energy Plant. N02°11'28"W, 24.38 feet to a fence corner;

Thence along said fence the following three (3) courses: S85°58'44"W, 10.58 feet:

Thence N00°45'26"W, 46.16 feet:

Thence N87°48'32"E, 9.42 feet to the west wall of the Energy Plant;

Thence along the west wall of said Energy Plant the following six (6) courses: N02°11'28"W, 55.06 feet;

Thence N87°48'32"E, 18.25 feet;

Thence N02°11'28"W, 39.17 feet;

Thence S87°48'32"W, 3.63 feet;

Thence N02°11'28"W, 17.84 feet;

Thence N42°48'32"E, 2.46 feet to the Wood Chip Storage Silo;

Thence along said Silo, 102.28 feet on a curve to the right with a radius of 20.79 feet and a chord which bears S63°43'49"E, 26.22 feet;

Thence leaving said Silo, S02°11'28"E, 7.08 feet to the north wall of the Energy Plant;

Thence along said north wall, N87°48'32"E, 56.30 feet to the northeast corner of a shed;

Thence along the east wall of said shed, S02°11'28"E, 20.35 feet to the southeast corner thereof;

Thence along the south of wall of said shed, S87°48'32"W, 10.50 feet to the east wall of the Energy Plant;

Thence along the east wall of said Energy Plant the following ten (10) courses:

S02°11'28"E, 16.90 feet;

Thence S87°48'32"W, 16.32 feet;

Thence S02°11'28"E, 18.30 feet;

Thence N87°48'32"E, 37.79 feet;

Thence S02°11'28"E, 54.22 feet;

Thence S87°48'32"W, 36.44 feet;

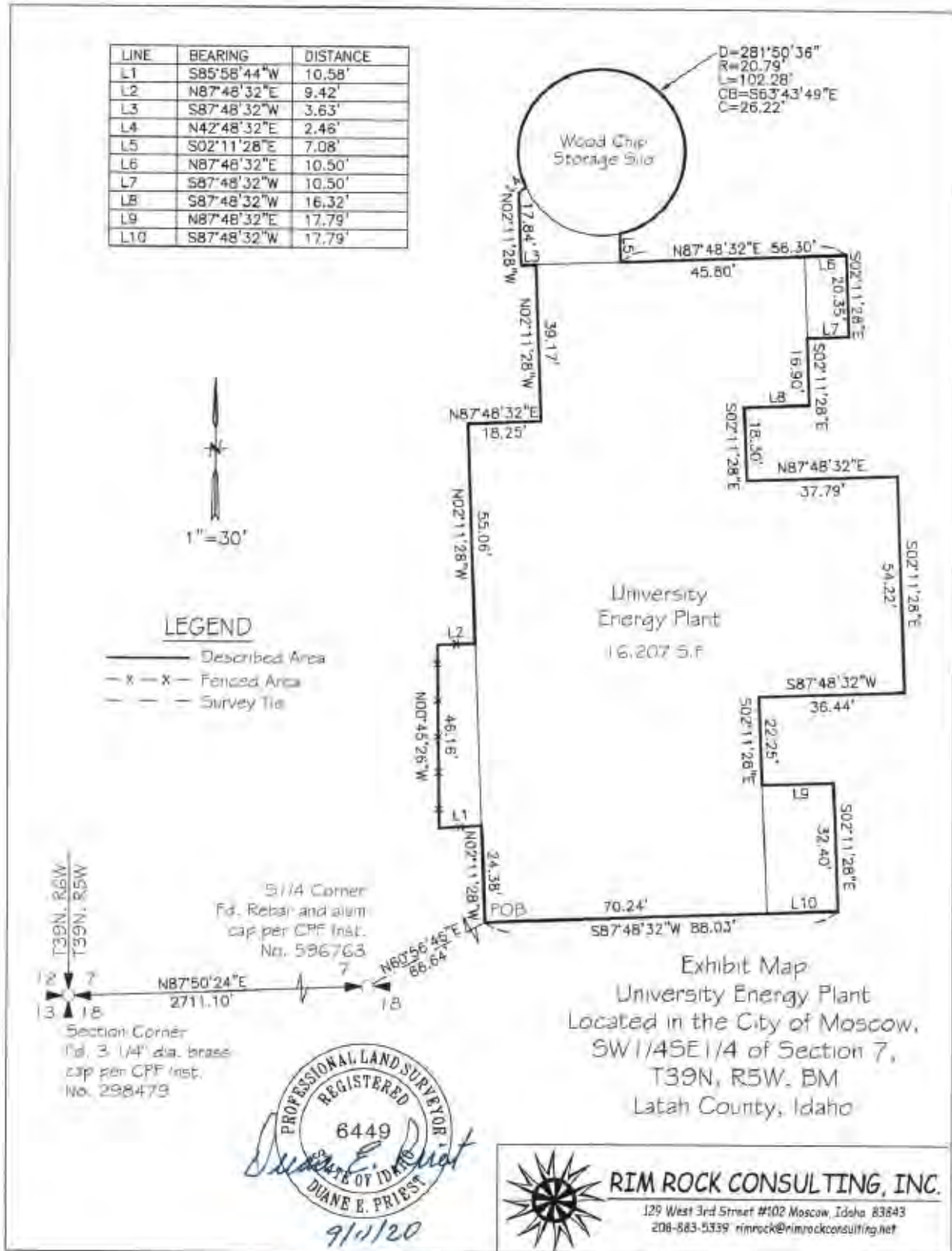
Thence S02°11'28"E, 22.25 feet;

Thence N87°48'32"E, 17.79 feet;

Thence S02°11'28"E, 32.40 feet;

Thence S87°48'32"W, 88.03 feet to the POINT OF BEGINNING.

Containing 16,207 Square Feet, more or less.



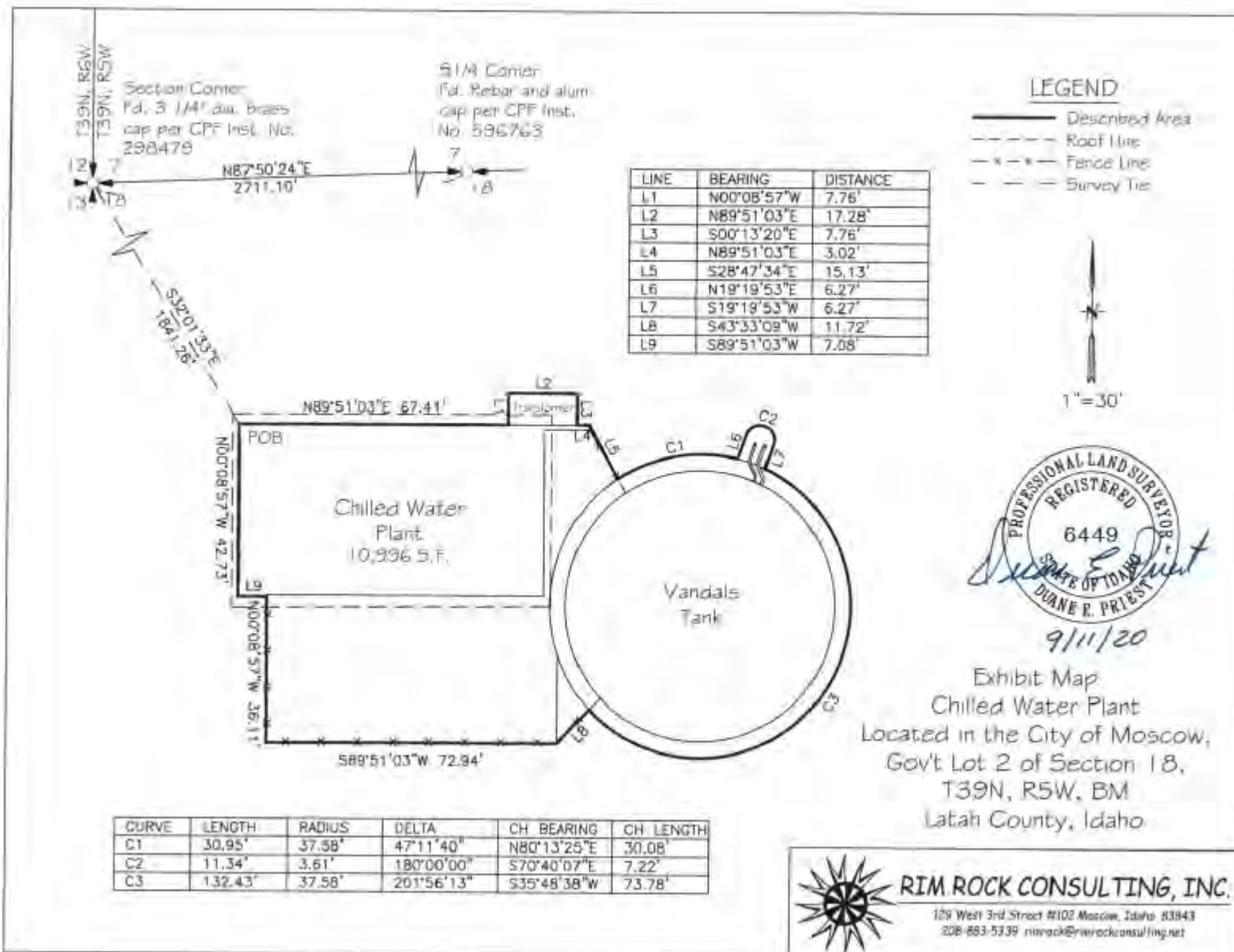
**SOUTH CAMPUS CHILLER PLANT and CHILLED WATER TANK (THERMAL ENERGY STORAGE)**

A building and attached facilities located in the City of Moscow, Government Lot 2 of Section 18, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the southwest corner of Section 7, from which the south quarter corner of said Section bears N87°50'24"E, 2711.10 feet;  
 Thence 532°01'33"E, 1841.26 feet to the northwest corner of the Chilled Water Plant and the POINT OF BEGINNING;  
 Thence along the north wall of said Chilled Water Plant, N89°51'03"E, 67.41 feet to the corner of a concrete pad;  
 Thence along said concrete pad, N00°08'57"W, 7.76 feet to the northwest corner of said concrete pad;  
 Thence N89°51'03"E, 17.28 feet to the northeast corner of said concrete pad;  
 Thence S00°13'20"E, 7.76 feet to the north wall of the Chilled Water Plant;  
 Thence along said north wall, N89°51'03"E, 3.02 feet to the northeast corner of said North Wall and the corner of a fence;  
 Thence along said fence, S28°47'34"E, 15.13 feet to the intersection with the Vandals Tank concrete base;  
 Thence along the concrete base, 30.95 feet on a curve to right with a radius of 37.58 feet and a chord which bears N80°13'25"E, 30.08 feet;  
 Thence N 19°19'53"E, 6.27 feet to a point on a circular concrete pad;  
 Thence along said pad 11.34 feet on a curve to the right with a radius of 3.61 feet and a chord which bears S70°40'07"E, 7.22 feet;  
 Thence S19°19'53"W, 6.27 feet to the intersection with the Vandals Tank concrete base;  
 Thence along the concrete base, 132.43 feet on a curve to the right with a radius of 37.58 feet and a chord which bears S35°48'38"W, 73.78 feet to a fence;  
 Thence S43°33'09"W, 11.72 feet to the southeast corner of a concrete pad;  
 Thence along the south line of said pad, S89°51'03"W, 72.94 feet to the southwest corner of said pad;  
 Thence along the west line of said pad, N00°08'57"W, 36.11 feet to the south wall of the Chilled Water Plant;  
 Thence along said south wall, S89°51'03"W, 7.08 feet to the southwest corner of the Chilled Water Plant;  
 Thence along the west wall of the Chilled Water Plant, N00°08'57"W, 42.74 feet to the POINT OF BEGINNING.

Containing 10996 Square Feet, more or less.





**CHIP STORAGE/DRYING FACILITY**

A building and attached facilities located in the City of Moscow, N 1/2 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

**COMMENCING** at the northeast corner of Section 13, from which the south quarter corner of Section 7, Township 39 North, Range 5 West, bears N87°50'24" E, 2711.10 feet;  
 Thence S55°57'49"W, 1522.52 feet to the southeast corner of the Chip Storage Drying Facility and the **POINT OF BEGINNING**;  
 Thence along the south wall of said Drying Facility, S60°37'02"W, 300.00 feet to the southwest corner of said Drying Facility;  
 Thence along the west wall and the west edge of a concrete pad, N29°22'58"W, 131.00 feet to the northwest corner of said concrete pad;  
 Thence along the north line of the concrete pad, N60°37'02"E, 137.40 feet to the intersection with a concrete ramp;  
 Thence along the west line of said ramp, N29°22'58"W, 37.73 feet to the northwest corner thereof;  
 Thence along the north line of said ramp, N60°37'02"E, 49.86 feet to the northeast corner thereof;  
 Thence along the east line of said ramp, S29°22'58"E, 37.73 feet to the north line of the aforementioned concrete pad;  
 Thence along said north line, N60°37'02"E, 112.73 feet to a retaining wall;  
 Thence along the east edge of the retaining wall, concrete pad and the east wall of the Chip Storage Drying Facility, S29°22'58"E, 131.00 feet to the **POINT OF BEGINNING**.

Containing 41,180 Square Feet, more or less.

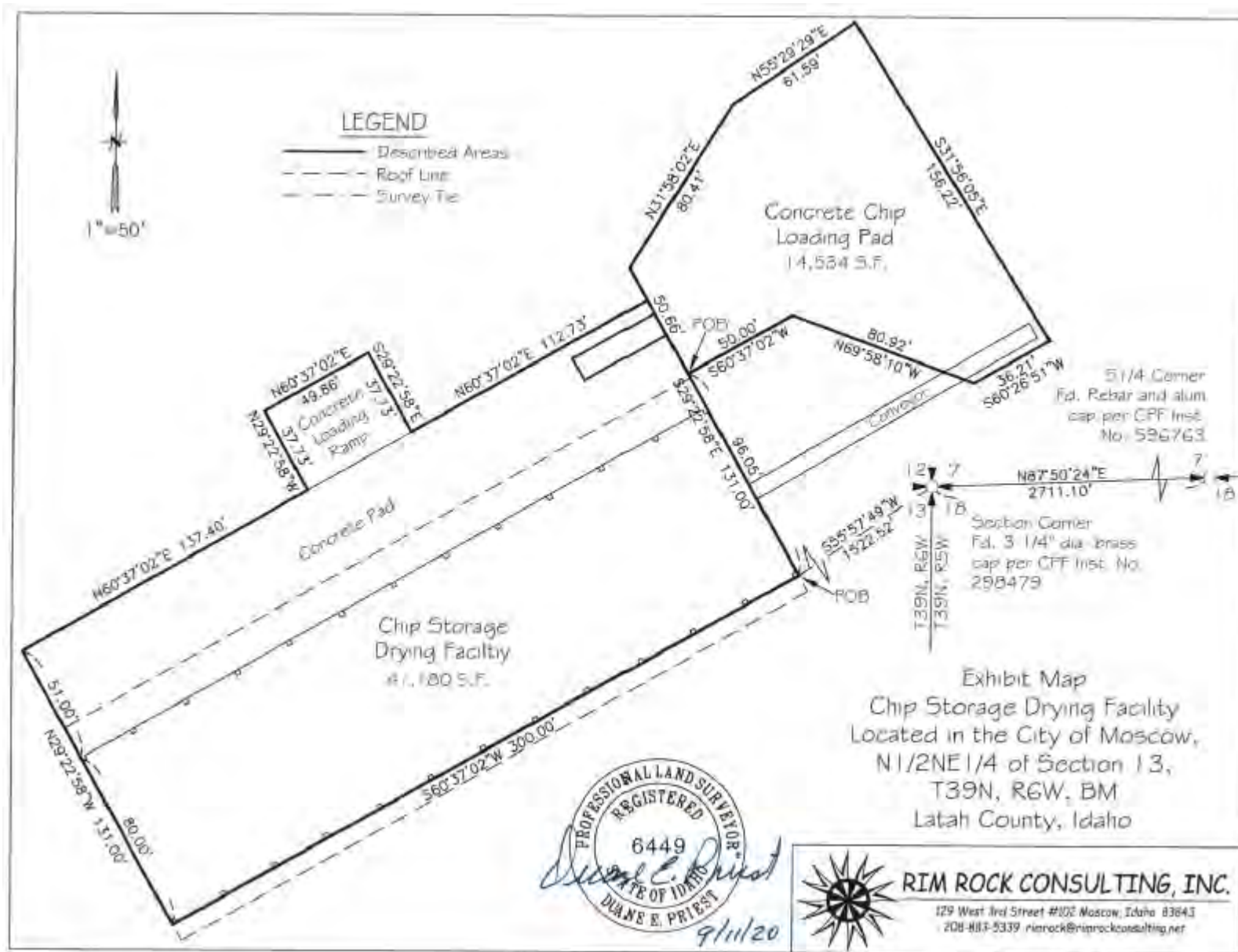
TOGETHER WITH a Concrete Chip Loading Pad located in the City of Moscow, N 1/2 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

**COMMENCING** at the northeast corner of Section 13, from which the south quarter corner of Section 7, Township 39 North, Range 5 West, bears N87°50'24"E, 2711.10 feet;  
 Thence S55°57'49 "W, 1522.52 feet to the southeast corner of the Chip Storage Drying Facility;  
 Thence along the east wall of the Drying Facility and the east edge of a concrete pad, N29°22'58"W, 96.05 feet to the corner of a retaining wall and the **POINT OF BEGINNING**;  
 Thence along the west edge of the retaining wall, N29°22'58"W, 50.66 feet to the northwest corner thereof;  
 Thence continuing along said retaining wall and a concrete pad, N31°58'02"E, 80.41 feet;  
 Thence along the north line of said concrete pad, N55°29'29"E, 61.59 feet to the northeast corner thereof;  
 Thence along the east line of said concrete pad, S31°56'05"E, 156.22 feet to the southeast corner thereof;  
 Thence along the south lines of said concrete pad the following three (3) courses:  
 S60°26'51"W, 36.21 feet;



Thence N69°58'10"W, 80.92 feet;  
Thence S60°37'02"W, 50.00 feet to the POINT OF BEGINNING;

Containing 14,534 Square Feet, more or less.



**CHIP FACILITY SCALE HOUSE**

A building and attached facilities located in the City of Moscow, NE 1/4 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the northeast corner of said Section 13, from which the south quarter corner of Section 7, Township 39 North, Range 5 West, bears N87°50'24"E, 2711.10 feet;

Thence S61°46'53"W, 917.52 feet to the northeast corner of the Chip Storage Scale House and the POINT OF BEGINNING;

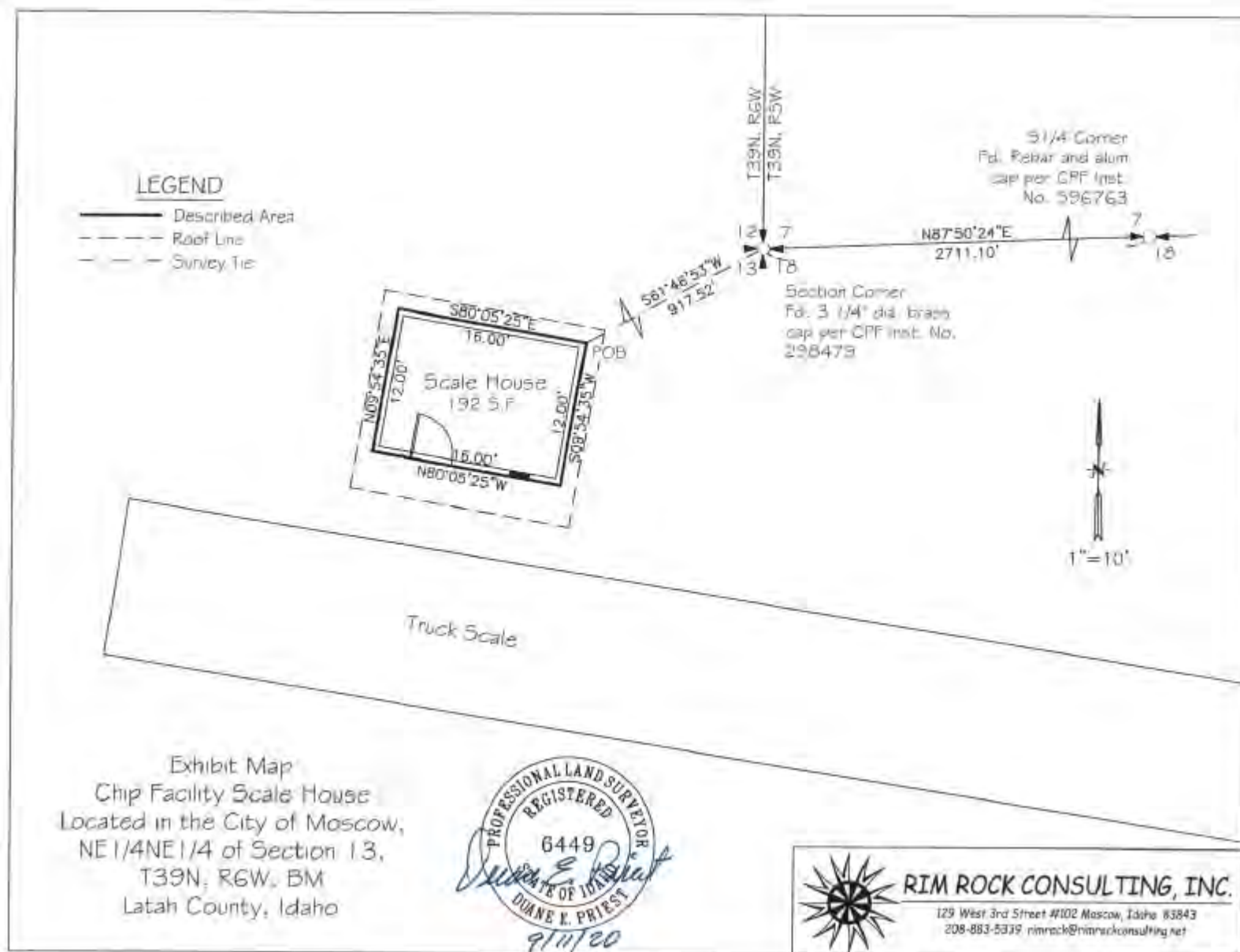
Thence along the east wall of said Scale House, S09°54'35"W, 12.00 feet to the southeast corner thereof;

Thence along the south wall of said Scale House, N80°05'25"W, 16.00 feet to the southwest corner thereof;

Thence along the west wall of said Scale House, N09°54'35"E, 12.00 feet to the northwest corner thereof;

Thence along the north wall of said Scale House, S80°05'25"E, 16.00 feet to the POINT OF BEGINNING.

Containing 192 Square Feet, more or less.

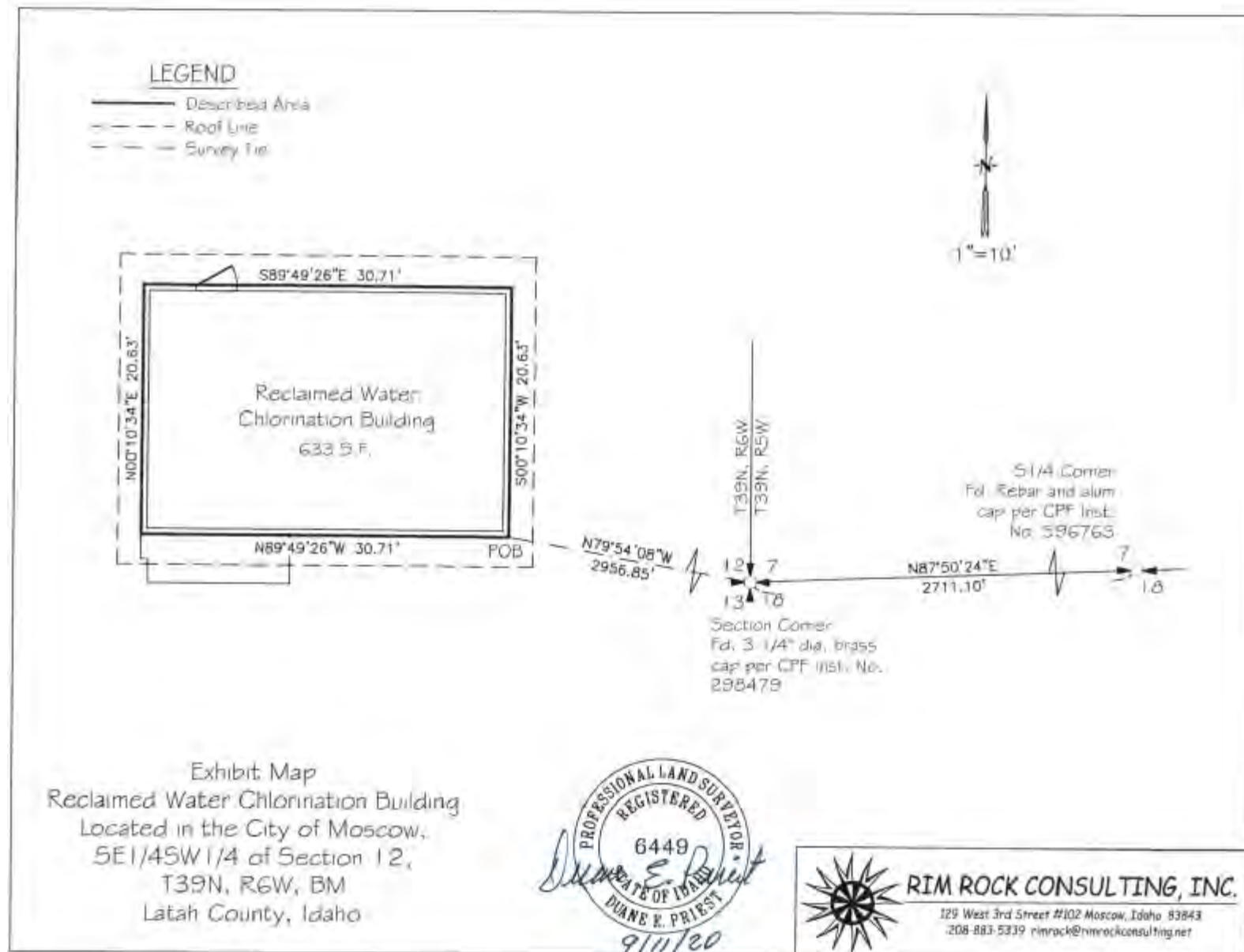


**RECLAIMED WATER CHLORINATION BUILDING**

A building and attached facilities located in the City of Moscow, SE 1/4 SW 1/4 of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

**COMMENCING** at the southwest corner of Section 7, from which the south quarter corner of said Section bears N87°50'24"E, 2711.10 feet;  
Thence N79°54'08"W, 2956.85 feet to the southeast corner of the Reclaimed Water Chlorination Building and the POINT OF BEGINNING;  
Thence along the south wall of said Building, N89°49'26"W, 30.71 feet to the southwest corner thereof;  
Thence along the west wall of said Building, N00°10'34"E, 20.63 feet to the northwest corner thereof;  
Thence along the north wall of said Building, S89°49'26"E, 30.71 feet to the northeast corner thereof;  
Thence along the east wall of said Building, S00°10'34"W, 20.63 feet to the POINT OF BEGINNING.

Containing 633 Square Feet, more or less.





**FACILITIES EQUIPMENT STORAGE**

A building and attached facilities located in the City of Moscow, NE 1/4 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the southwest corner of Section 7, Township 39 North, Range 6 West, from which the south quarter corner of said Section bears N87°50'24"E, 2711.10 feet;

Thence S51°32'30"W, 969.95 feet to the northeast corner of Equipment Storage Building and the POINT OF BEGINNING;

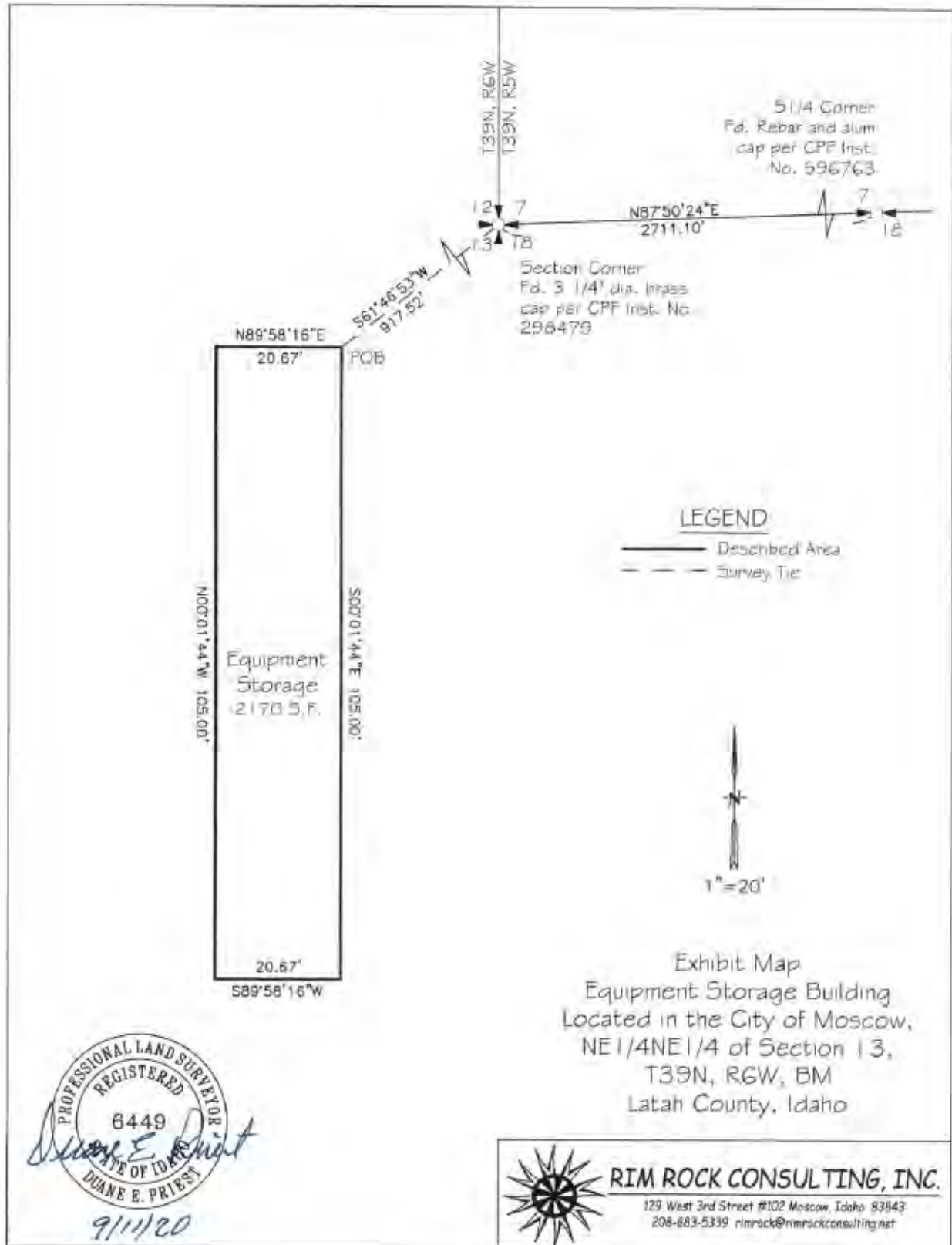
Thence along the east wall of said Building, S00°01'44"E, 105.00 feet to the southeast corner thereof;

Thence along the south wall of said Building, S89°58'16"W, 20.67 feet to the southwest corner thereof;

Thence along the west wall of said Building, N00°01'44"W, 105.00 feet to the northwest corner thereof;

Thence along the north wall of said Building, N89°58'16"E, 20.67 feet to the POINT OF BEGINNING.

Containing 2170 Square Feet, more or less.

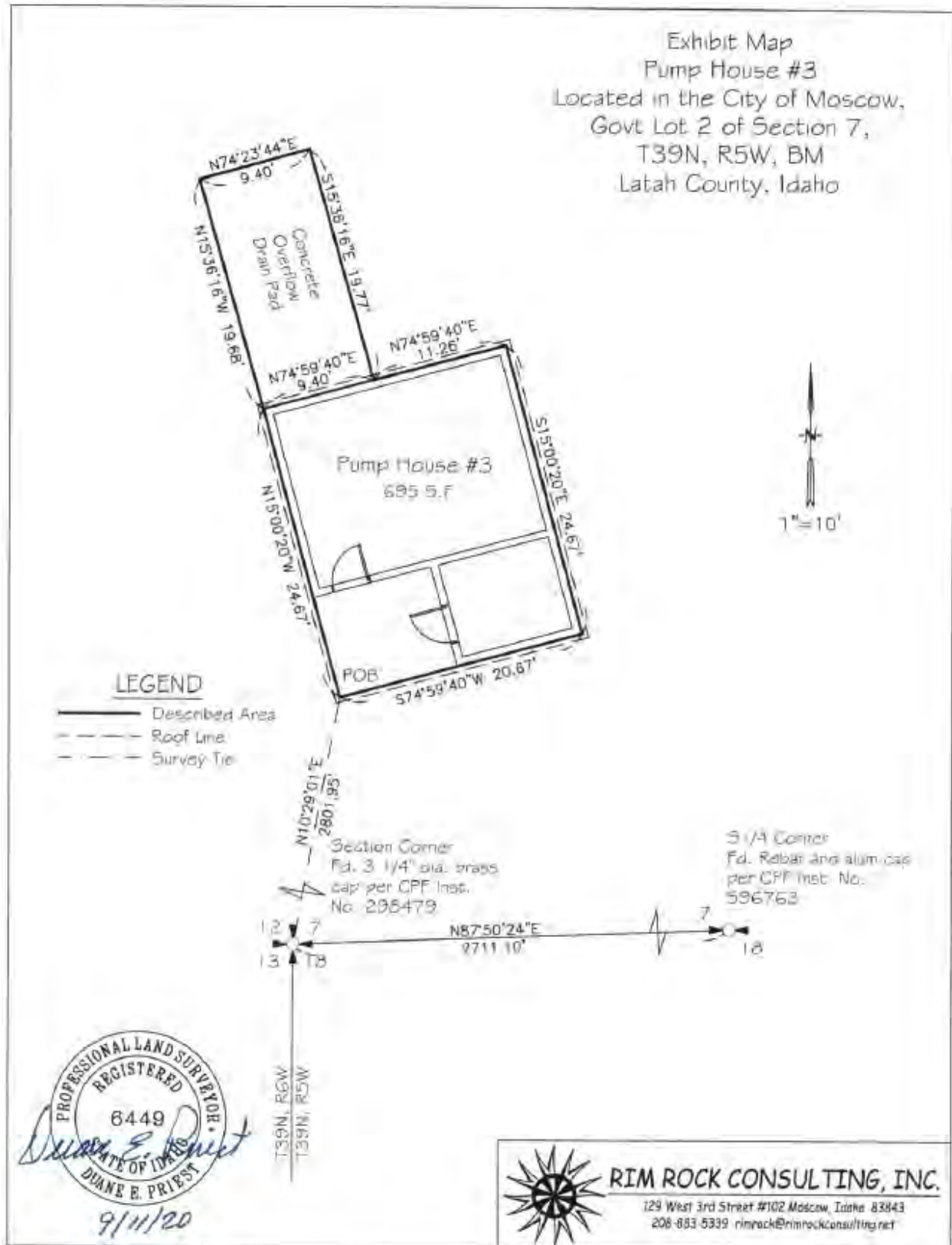


**PUMP HOUSE 3**

A building and attached facilities located in the City of Moscow, Government Lot 2 of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the southwest corner of Section 7, from which the south quarter corner of said Section bears N87°50'24"E, 2711.10 feet;  
 Thence N10°29'01"E, 2801.95 feet to the southwest corner of Pump House No. 3 and the POINT OF BEGINNING;  
 Thence along the west wall of said Pump House, N15°00'20"W, 24.67 feet to the northwest corner of said Pump House;  
 Thence N15°36'16"W, 19.68 feet to the northwest corner of a concrete drain pad;  
 Thence N74°23'44"E, 9.40 feet to the northeast corner of said drain pad;  
 Thence S15°36'16"E, 19.77 feet to the southeast corner of said drain pad and a point in the north wall of Pump House No. 3;  
 Thence along said north wall, N74°59'40"E, 11.26 feet to the northeast corner thereof;  
 Thence along the east wall of said Pump House, S15°00'20"E, 24.67 feet to the southeast corner thereof;  
 Thence along the south wall of said Pump House, S74°59'40"W, 20.67 feet to the POINT OF BEGINNING.

Containing 695 Square Feet, more or less.



**PUMP HOUSE 4**

A building and attached facilities located in the City of Moscow, NE 1/4 SE 1/4 of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the southwest corner of Section 7, Township 39 North, Range 5 West, from which the south quarter corner of said Section bears N87°50'24"E, 2711.10 feet;  
Thence N13°27'05"W, 2161.66 feet to the southwest corner of Pump House No. 4 and the POINT OF BEGINNING;

Thence along the west wall of said Pump House, N00°23'37"W, 16.75 feet to the northwest corner thereof;

Thence along the north wall of said Pump House, N89°36'23"E, 34.67 feet to the northeast corner thereof;

Thence along the east wall of said Pump House, S00°23'37"E, 11.05 feet to a concrete pad;

Thence leaving said east wall and along said concrete pad, N89°36'23"E, 6.85 feet to the northeast corner of said concrete pad;

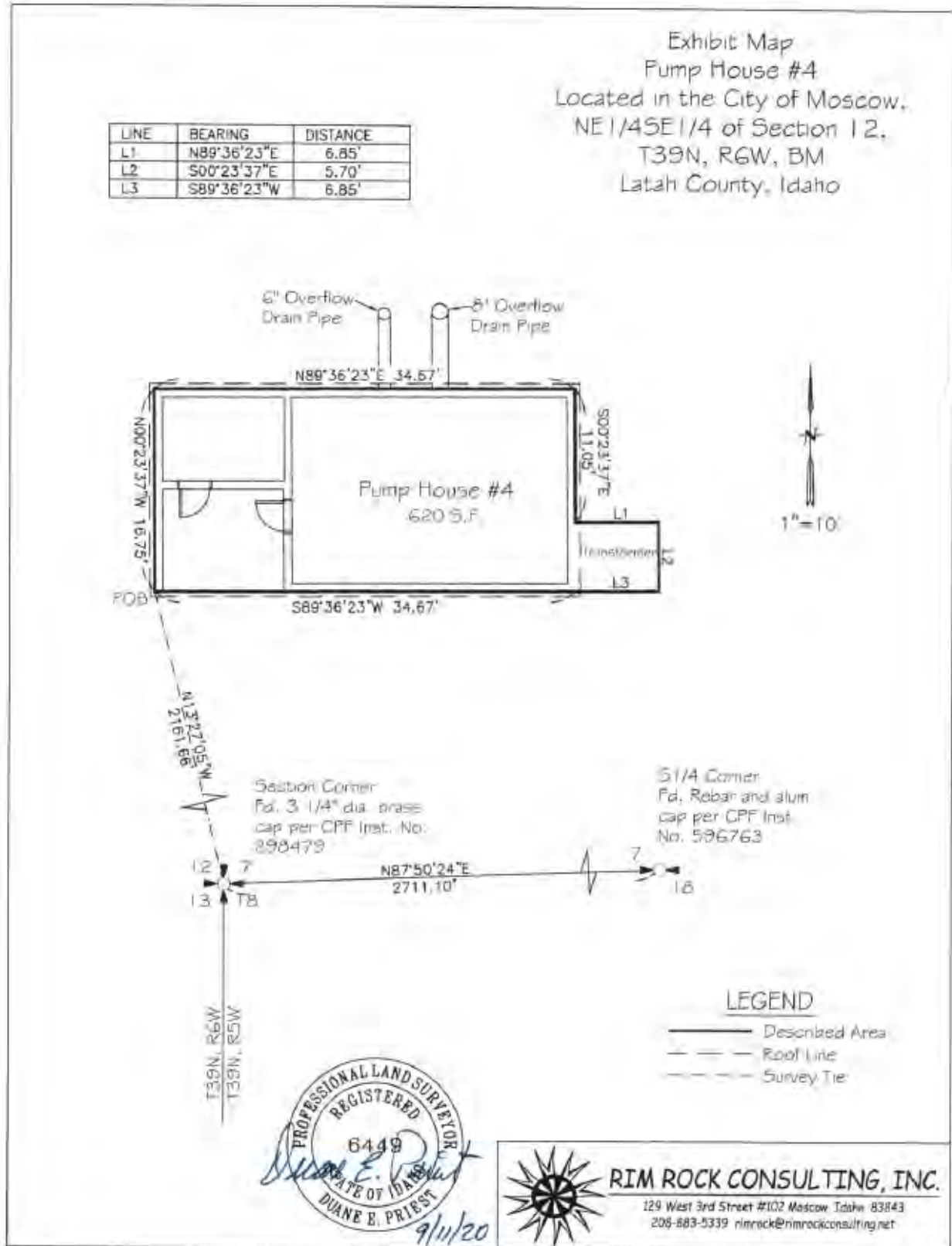
Thence S00°23'37"E, 5.70 feet to the southeast corner of said concrete pad;

Thence S89°36'23"W, 6.85 feet to the southeast corner of Pump House No. 4;

Thence along the south wall of said Pump House, S89°36'23"W, 34.67 feet to the POINT OF BEGINNING.

Containing 620 Square Feet, more or less.

TOGETHER WITH the overflow drain pipes on the north side of the Pump House.





**PUMP HOUSE 9**

A building and attached facilities located in the City of Moscow, NE 1/4 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the northeast corner of Section 13, from which the south quarter corner of Section 7, Township 39 North, Range 5 West, bears N87°50'24"E, 2711.10 feet;  
Thence S05°44'45"W, 1198.92 feet to the northeast corner of Pump House No. 9 and the POINT OF BEGINNING;  
Thence along the east wall of said Pump House, S00°25'27"W, 33.33 feet to the southeast corner thereof;  
Thence N89°34'33"W, 36.00 feet to the southwest corner of Pump House No. 9;  
Thence along the west wall of said Pump House, N00°25'27"E, 33.33 feet to the northwest corner thereof;  
Thence S89°34'33"E, 36.00 feet to the POINT OF BEGINNING.

Containing 1200 Square Feet, more or less.

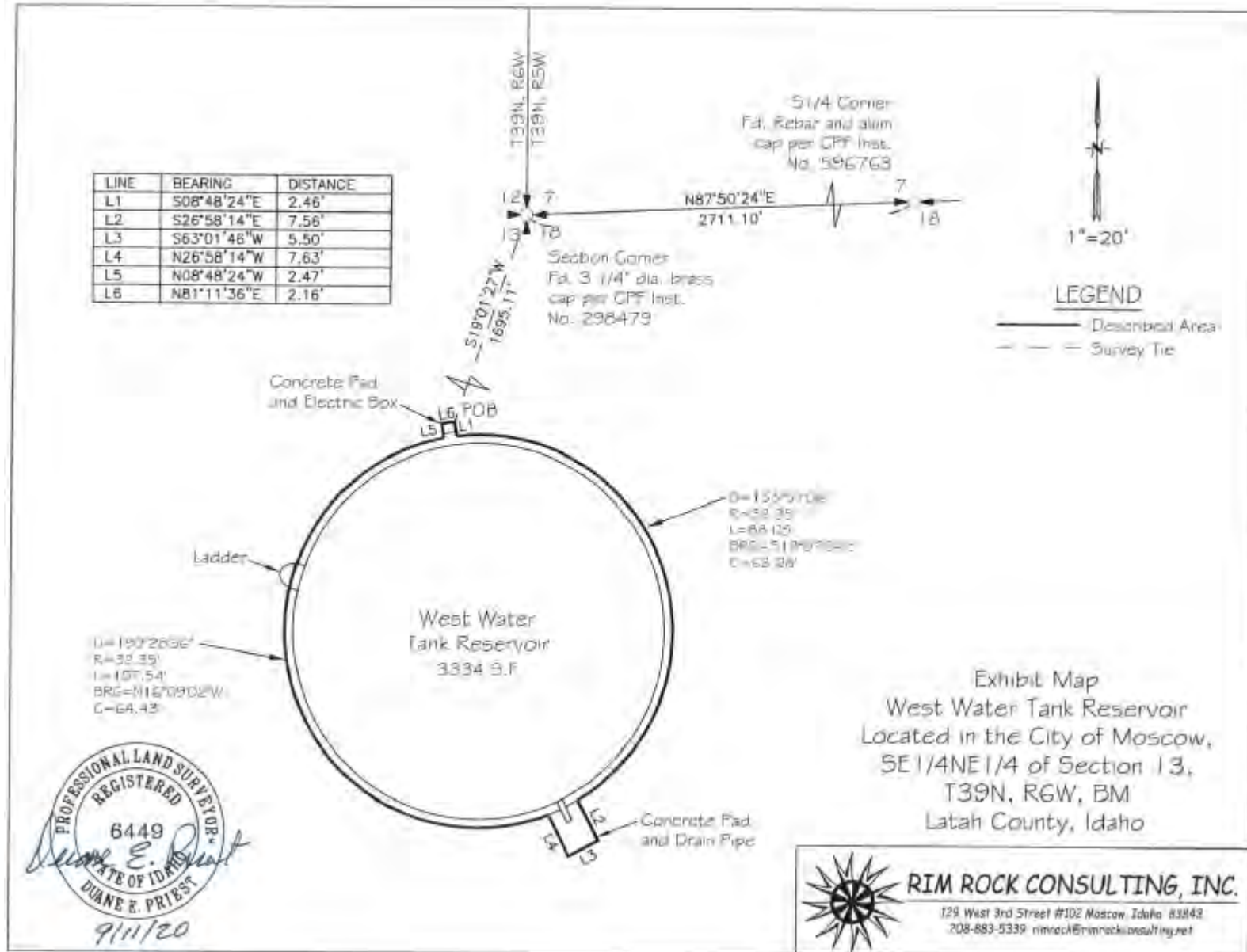


**GOLF COURSE WATER TANK**

A Water Tank and attached facilities located in the City of Moscow, SE 1/4 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the northeast corner of Section 13, from which the south quarter corner of Section 7, Township 39 North, Range 5 West, bears N87°50'24"E, 2711.10 feet;  
 Thence S19°01'27"W, 1695.11 feet to the northeast corner of a concrete pad with electric transformer and the POINT OF BEGINNING;  
 Thence along the east line of the concrete pad and the extension thereof, S08°48'24"E, 2.46 feet to the West Water Tank concrete base;  
 Thence 88.05 feet along said concrete base on a curve to the right with a radius of 32.35 feet and a chord which bears S19°07'04"E, 63.28 feet to a concrete pad and drain pipe;  
 Thence along the concrete pad the following three (3) courses:  
 S26°58'14"E, 7.56 feet;  
 Thence S63°01'46"W, 5.50 feet;  
 Thence N26°58'14"W, 7.63 feet to the West Water Tank concrete base;  
 Thence 107.54 feet along said concrete base on a curve to the right with a radius of 32.35 feet and a chord which bears N16°09'02"W, 64.43 feet to the extended west line of the concrete pad with electric transformer;  
 Thence N08°48'24"W, 2.47 feet to the northwest corner of said concrete pad;  
 Thence along the north line of said concrete pad, N81°11'36"E, 2.16 feet to the POINT OF BEGINNING.

Containing 3334 Square Feet, more or less.

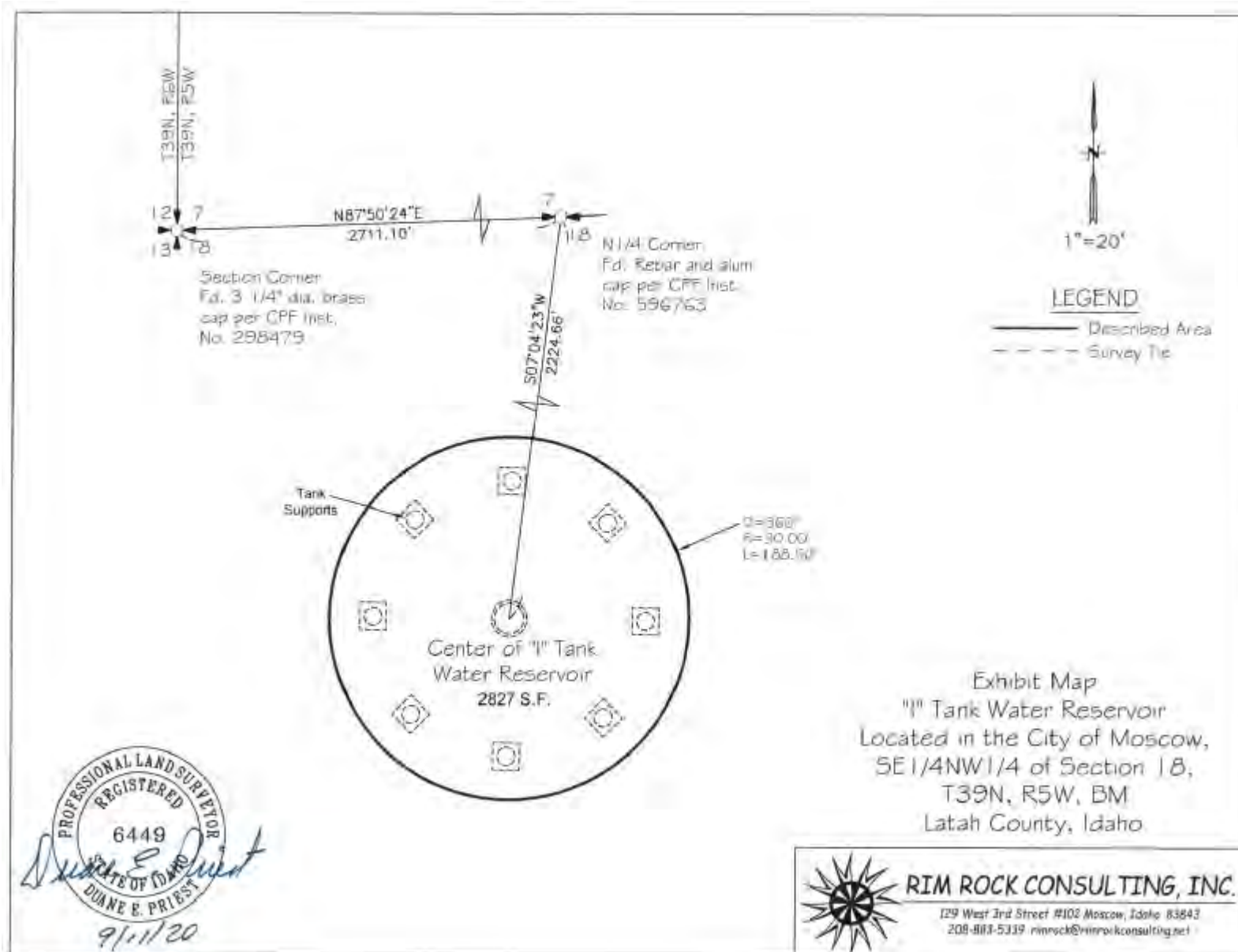


**I WATER TANK**

A circular parcel of land 60 feet in diameter located in the City of Moscow, SE 1/4 NW 1/4 of Section 18, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho. Said parcel being a distance of 30.00 feet from the center of an existing elevated water tank, and including attached facilities, the location of the center of said water tank being described as follows:

COMMENCING at the north quarter corner of Section 18, from which the northwest corner of said Section bears S87°50'24"W, 2711.10 feet;  
Thence S07°04'23"W, 2224.66 feet to the center of said water tank.

Containing 2827 Square Feet, more or less.





**WEST LAGOON**

A building and attached facilities located in the City of Moscow, SE 1/4 SW 1/4 of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

**COMMENCING** at the southeast corner of said Section 12, from which the south quarter corner of Section 7, Township 39 North, Range 5 West bears N87°50'24"E, 2711.10 feet;  
 Thence N79°01'17"W, 3068.02 feet to the southeast corner of the West Lagoon and the POINT OF BEGINNING;  
 Thence along the south line of said Lagoon, N88°49'29"W, 22.71 feet to the southeast corner of the Lagoon Building;  
 Thence continuing along the south line of said Lagoon, N88°49'29"W, 22.78 feet to the southwest corner of the Lagoon Building;  
 Thence continuing along the south line of said Lagoon, N88°49'29"W, 11.57 feet to the southwest corner of the Lagoon;  
 Thence along the west line of said Lagoon, N01°12'52"E, 147.06 feet to the northwest corner thereof ;  
 Thence along the north line of said Lagoon, S88°49'29"E, 57.06 feet to the northeast corner thereof;  
 Thence along the east line of said Lagoon, S01°12'52"W, 147.06 feet to the POINT OF BEGINNING.

Containing 8392 Square Feet, more or less.

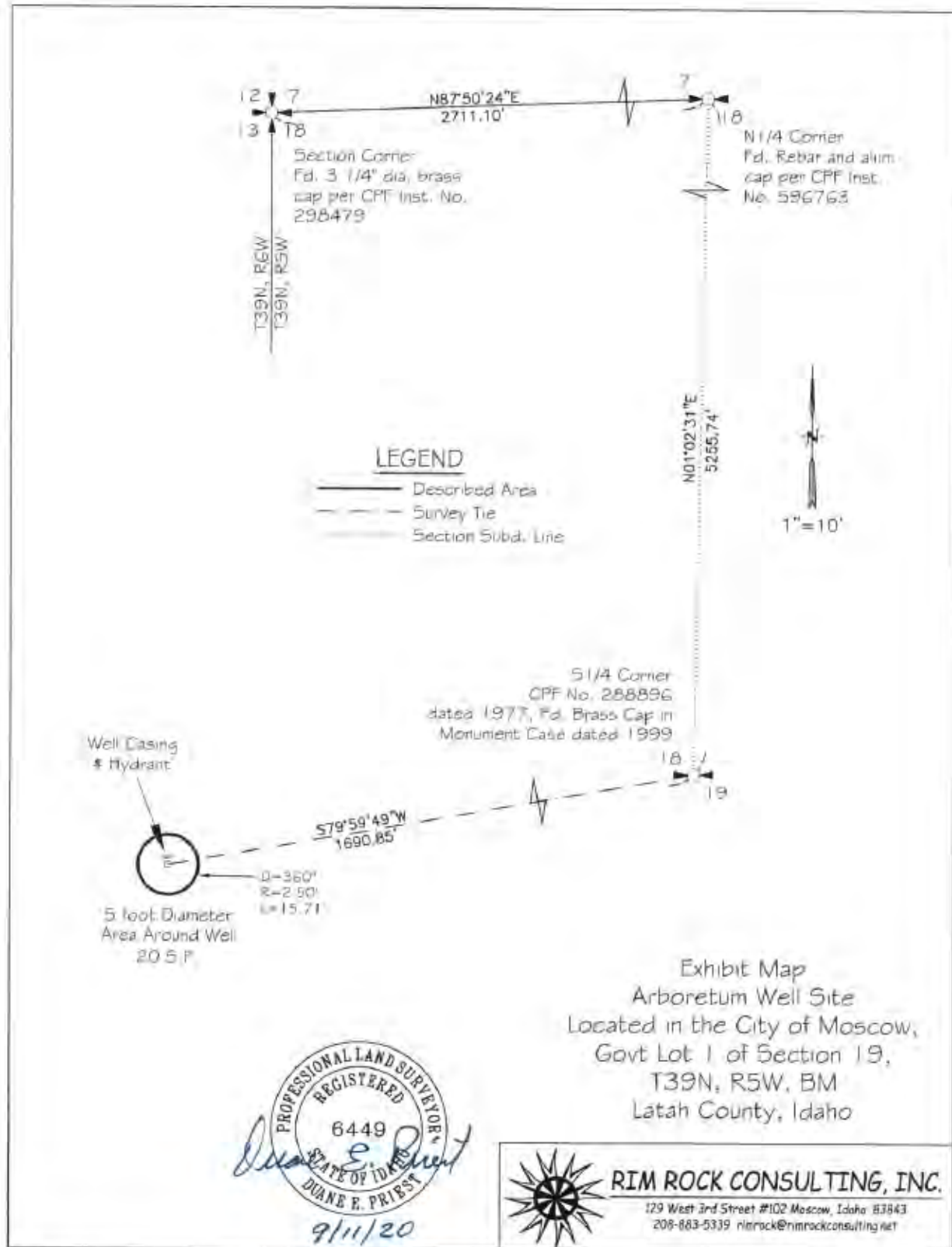


**ARBORETUM WELL**

A circular parcel of land 5 feet in diameter located in the City of Moscow, Government Lot 1 of Section 19, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho. Said parcel being a distance of 2.50 feet from the center of an existing water well casing, the location of said well casing being described as follows:

**COMMENCING** at the south quarter corner of Section 18, from which the north quarter corner of said Section bears N01°02'31"E, 5255.74 feet;  
Thence S79°59'49"W, 1690.85 feet to the center of said well casing.

Containing 20 Square Feet, more or less.



**McCLURE HALL**

A building and attached facilities located in the City of Moscow, NW 1/4 NE 1/4 of Section 18, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the south quarter corner of Section 7, from which the southwest corner of said Section bears S87°50'24"W, 2711.10 feet;

Thence S37°18'25"E, 445.19 feet to the southwest corner of McClure Hall and the POINT OF BEGINNING;

Thence along the west wall of McClure Hall, N00°49'24"E, 107.25 feet to the northwest corner thereof;

Thence along the north wall of McClure Hall, S89°10'36"E, 153.45 feet to the northeast corner thereof;

Thence along the east wall of McClure Hall the following three (3) courses:

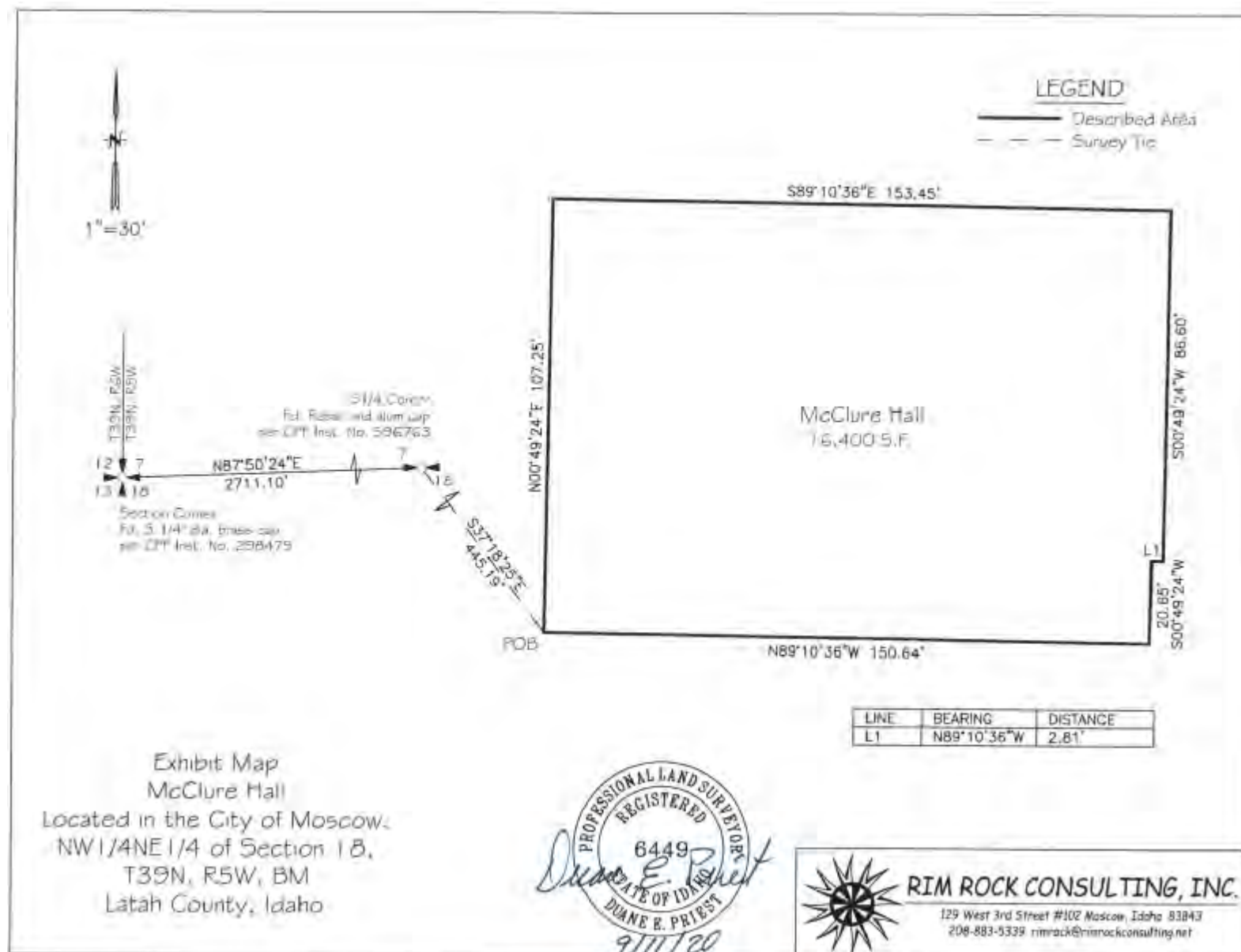
S00°49'24"W, 86.60 feet;

Thence N89°10'36"W, 2.81 feet;

Thence S00°49'24"W, 20.65 feet to the southeast corner of McClure Hall;

Thence along the south wall McClure Hall, N89°10'36"W, 150.64 feet to the POINT OF BEGINNING.

Containing 16,400 Square Feet, more or less.





**TRANSFORMER STORAGE**

A building and attached facilities located in the City of Moscow, NE 1/4 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the northeast corner of said Section 13, from which the south quarter corner of Section 7, Township 39 North, Range 5 West, bears N87°50'24"E, 2711.10 feet;  
Thence S64°09'32"W, 950.80 feet to the northeast corner of the Transformer Storage Building and the POINT OF BEGINNING;  
Thence along the east wall of said Storage Building, S34°11'34"W, 30.00 feet to the southeast corner thereof;  
Thence along the south wall of said Storage Building, N55°48'26"W, 60.00 feet to the southwest corner thereof;  
Thence along the west wall of said Storage Building, N34°11'34"E, 30.00 feet to the northwest corner thereof;  
Thence along the north wall of said Storage Building, S55°48'26"E, 60.00 feet to the POINT OF BEGINNING.

Containing 1800 Square Feet, more or less.



**VEHICLE RESEARCH LAB**

A building and attached facilities located in the City of Moscow, SW 1/4 SE 1/4 of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the south quarter corner of Section 7, from which the southwest corner of said Section bears S87°50'24"W, 2711.10 feet;

Thence N29°07'25"E, 233.10 feet to the southwest corner of the Vehicle Research Lab and the POINT OF BEGINNING;

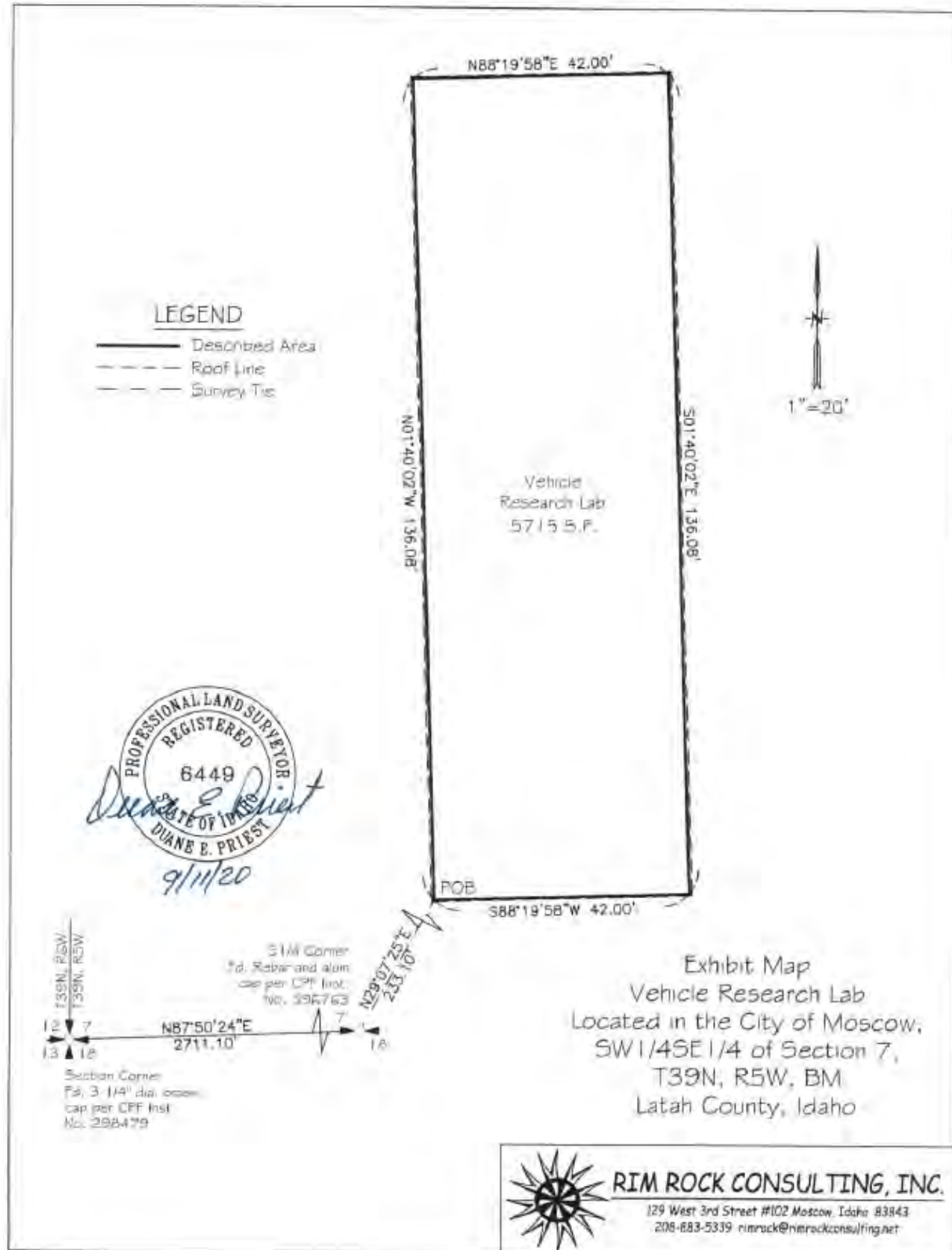
Thence along the west wall of said Research Lab, N01°40'02"W, 136.08 feet to the northwest corner thereof;

Thence along the north wall of said Research Lab, N88°19'58"E, 42.00 feet to the northeast corner thereof;

Thence along the east wall of said Research Lab, S01°40'02"E, 136.08 feet to the southeast corner thereof;

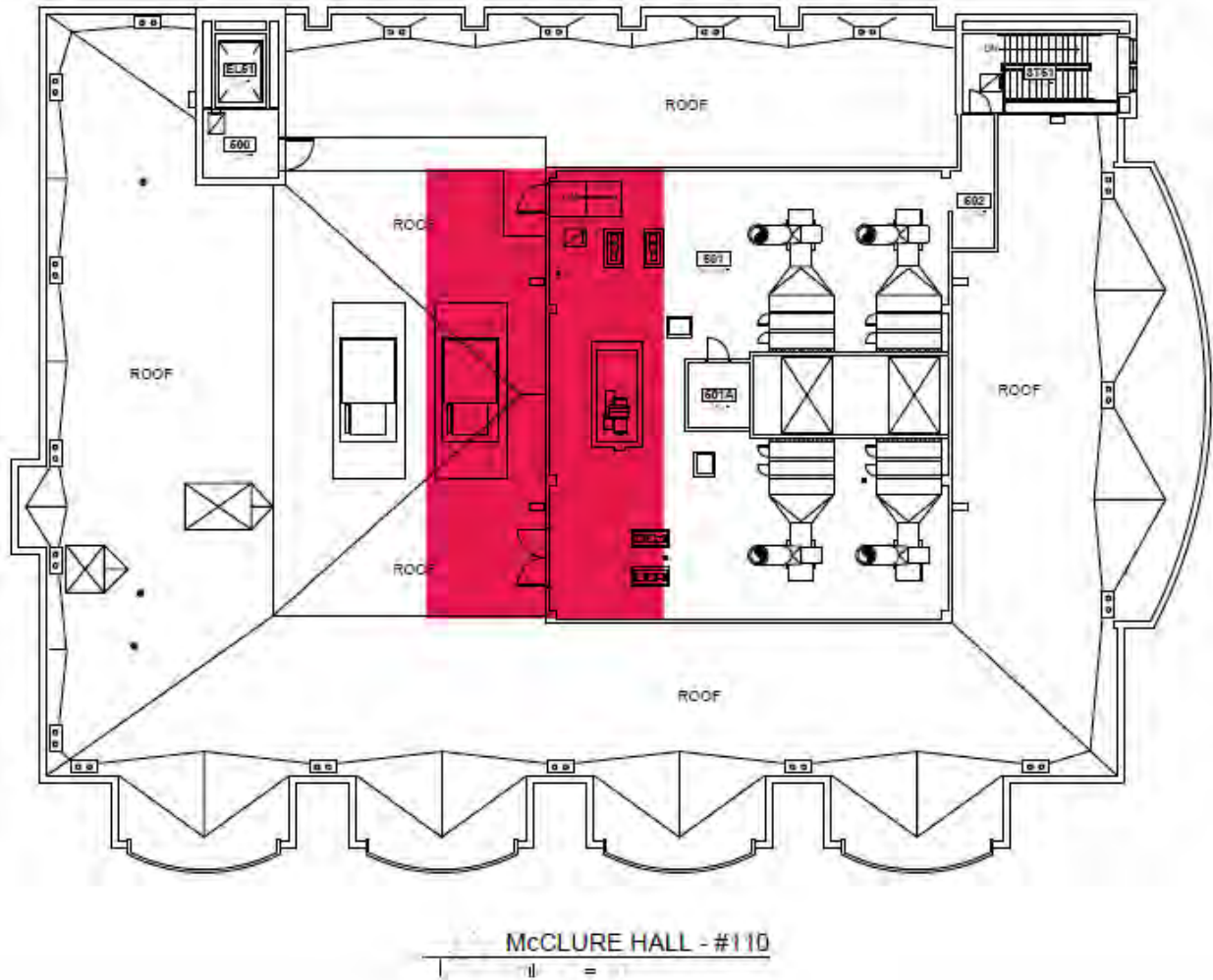
Thence along the south of wall of said Research Lab, S88°19'58"W, 42.00 feet to the POINT OF BEGINNING.

Containing 5715 Square Feet, more or less.



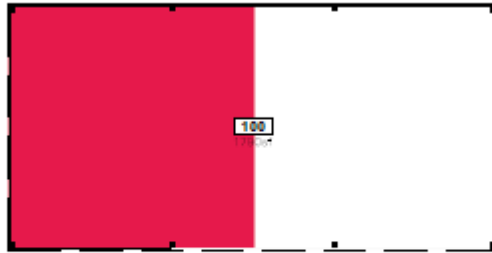
Schedule 3: Part 2

McCLURE HALL SPACE



LEGEND	
	Portion of Building used for Utilities

**TRANSFORMER STORAGE SPACE**

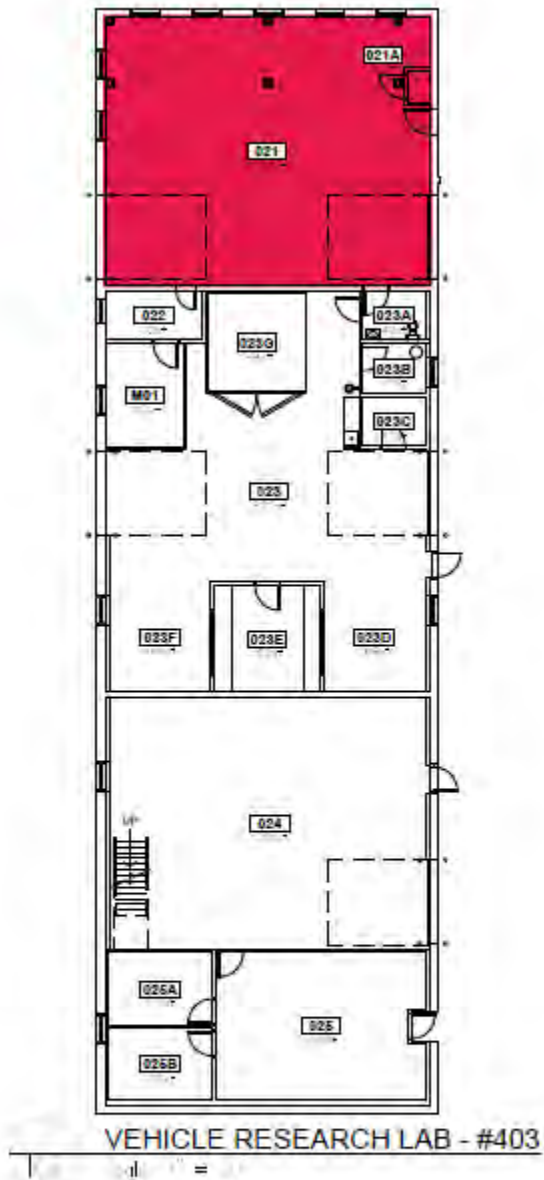


**2** **TRANSFORMER STORAGE - #760**  
K17 Scale: 1" = 20'

LEGEND	
	Portion of Building used for Utilities



**VEHICLE RESEARCH LAB SPACE**



**Schedule 3: Part 3**

<b>"A" Boiler Supplies</b>		
<b>Firebox Supplies</b>		
<b>Type</b>	<b>Quantity</b>	<b>Location</b>
Interlocking Boiler Firebrick Large	6	Under Silo
Interlocking Boiler Firebrick Small	6	Under Silo
Grate Puller (in house fabrication)	1	Shop
<b>"A" Boiler Equipment Belts</b>		
<b>Type</b>	<b>Quantity</b>	<b>Location</b>
BX50 Preheater	8	Under Silo
A62 New Underfire Fan	6	Under Silo
B114 'A' Boiler	4	Under Silo
B144 'A' Boiler Overfire Fan	6	Under Silo
AX44 Exhaust Fan	6	Under Silo
A52 Exhaust Fan	2	Under Silo
<b>Miscellaneous</b>		
<b>Type</b>	<b>Quantity</b>	<b>Location</b>
Fischer Water Column	1	Bay 3
Siemens Vacuum Assembly (Land Opacity Meter)	1	Bay 3
<b>Ash Handling</b>		
<b>Ash Handling Equipment</b>		
<b>Type</b>	<b>Quantity</b>	<b>Location</b>
PMV 8 Rotary Valve and Sprocket (Ash Hopper #1)	1	Deployed
Electrim 5 HP Motor (Ash Hopper #4)	1	Deployed
<b>Ash Handling Belts</b>		
<b>Type</b>	<b>Quantity</b>	<b>Location</b>
BX63 Auger	6	Under Silo
B64 Ash Hoppers	11	Under Silo
B67 Silo Exit/Ash Conveyor	4	Under Silo
B76 Ash Elevation Conveyor	4	Under Silo

Assorted Motors		
Motors		
Type	Quantity	Location
Baldor 7 1/2 HP	1	Bay 3
Century 1.3 HP Pool & Spa Motor	2	Bay 3
Century 3 HP	2	Bay 3
Dayton 1 HP	2	Bay 3
Dayton 3 HP (old UF Fan)	1	Bay 3
Dayton 3 HP	1	Bay 3
Delta 0.5 HP	1	Bay 3
DFT 100 L4-102	1	Bay 3
Dorris 107TR25 1/2 HP	1	Bay 3
Elektrim 5 HP	1	Bay 3
GE 1/2 HP	1	Bay 3
GE 1/3 HP	1	Bay 3
Leeson 3/4 HP	1	Bay 3
Leeson 1 1/2 HP	1	Bay 3
Lincoln 1/3 HP	1	Bay 3
Leroy Somer 1 HP	1	Bay 3
Magnatek 10 HP	1	Bay 3
Series 2000	1	Bay 3
Taco 1/3 HP Motor/Pump Assembly	1	Bay 3
Unimount 125 3 HP	1	Bay 3
Vangaurd 2 HP	1	Bay 3
Magnatek 7.5 HP	1	Bay 3
Elektrim 30 HP (FD Fan)	1	Bay 3
Magnatek 1/2 HP	1	Bay 3
Dorris 107TR25 Gearbox Assembly	1	Bay 3

"B" Boiler Supplies		
"B" Boiler Supplies		
Type	Quantity	Location
Bailey Positioner 532103A10 (FW Control)	2	Bay 3

Bearings		
Bearings		
Type	Quantity	Location
Timken 1 3/16" Feedwater #2	2	Storage Room
368 DE #4 Ash Flange	1	Storage Room
PB 900X1 Lime Tank Shaft	2	Storage Room
3782 Timken	1	Storage Room
GRA 103 RRB Timken	1	Storage Room
G1107 KRRB Fatnir	1	Storage Room
RAK 1 3/16" SKF Insert	1	Storage Room
1 3/16" SKF Insert	1	Storage Room
UCP 208-24	3	Storage Room
RCJ 1 7/16" Timken Overs Belt	2	Storage Room
2BR 2108 Rexnord	2	Storage Room
MP24 Sealmaster Ash Handling	2	Storage Room
1 1/2" Type E Pillow Block	1	Storage Room
UC 208 Insert	2	Storage Room
UC 211-200D1 Metering Bin	1	Storage Room
RCJC 1 1/4" Timken	2	Storage Room
1 15/16" Dodge	2	Storage Room
FYR 2-27 SKF-Metering Bin	2	Storage Room
MB 2200 Rexnord Metering Bin Auger	2	Storage Room
MFS 248N Rexnord Truck Dump Exit Auger	1	Storage Room
RAK 1 7/16" Classified Belt	2	Storage Room
VF 4S-224 Browning	2	Storage Room
MB 352-PA Insert	4	Storage Room
RAK 1 15/16" Timken	2	Storage Room
RCI 200 Sealmaster	1	Storage Room
E4B4 TRB 2 Ash #4 and Leveling Screw	2	Storage Room
P2B SCM 200 McClure Cooling Tower	2	Storage Room
C 352-716 Rexnord	4	Storage Room
SHY 2 7/16" SKF Boiler Bucket	1	Storage Room
PWG 2 7/16" Federal Mogul (PB only)	2	Storage Room
3" Moline	2	Storage Room
158-1538-001 Track Sprocket Hydraulic Motor	1	Storage Room
PB 22448H Rexnord Silo Exit Auger	1	Storage Room
3 7/16" Linkbelt Insert Silo Sweep Auger	3	Storage Room
P2B-E-307R Dodge	2	Storage Room
1VP44 7/8" Martin Exhaust Fan	2	Storage Room
SK 7/8" Martin Leveling Screw Drive	1	Storage Room
2SV 710 SK Martin Leveling Screw Drive	1	Storage Room
Q1 1 15/16" Martin Leveling Screw Drive	1	Storage Room
8JEM Martin Feedwater Pump	1	Storage Room
E-10 Element Rexnord Feedwater Pump	1	Storage Room
P 1 1/4" Martin Silo Diverter	1	Storage Room
SKF 6206 JEM Feedwater Pump	1	Storage Room
13510 SKF Feedwater Pump	3	Storage Room
12118 SKF Feedwater Pump	1	Storage Room
6205 ZZC3 Koyo Feedwater Pump	3	Storage Room
B33723 John Crane Feedwater Pump	1	Storage Room

Boiler Ram Kits		
Boiler Ram Repair Kits		
Type / Brand	Quantity	Part No.
PARKER - 1-3/8" Viton Rod Seal Kit	2	RK2AHL0135
PARKER - Gland Cartridge Kit	3	RG2AHL0135
PARKER - 3-1/4" Viton Piston Seal Kit	3	PK322HLL05

Condensate		
Condensate Meters		
Size	Quantity	Location
3/4"	1	Deployed
1"	3	Deployed
1-1/4"	0	Deployed
1-1/2"	5	Deployed
2"	2	Deployed
Condensate Pump Motors		
Size	Quantity	Location
Dayton 1/3 HP	1	Bay 3
Dayton 1/3 HP Jet Pump	2	Bay 3
GE 3/4 HP	1	Bay 3
Jordan 6769 H 1/2 HP	1	Bay 3
Leeson 2 HP	1	Bay 3
Marathon 1/3 HP	3	Bay 3
Marathon 1 1/2 HP	1	Bay 3
Condensate Tanks		
Size	Quantity	Location
15 x 15 x 16 (no pump/used)	2	Bay 3
12 x 13 x 24 (with pump)	1	Bay 3
Condensate Receiver Tank Float Switch		
Brand	Quantity	Location
Square D	8	Deployed
Replacement Contact Kit	2	Deployed
Schneider Electric		
Condensate Receiver Tank Float Switch		
Brand	Quantity	Location
Thrush Convertor Unit	1	Bay 3
Hoffman Condensate Receiver WC-6-20-B	1	Bay 3
Cork	8	Storage Room
Heat Exchanger Accessories		
Type	Quantity	Location
Aerco Rebuild Kit	1	Bay 3
Coil	4	Bay 3
Gasket	1	Bay 3
Condensate Riser	1	Bay 3
Coil Gaskets	22	Bay 3
Wrenches	3	Bay 3

"D" Boiler Supplies		
"D" Boiler Supplies		
Type	Quantity	Location
5VX1060 'D' Boiler ID Fan	2	Under Silo



Electrical Accessories		
Electrical Accessories		
Type	Quantity	Location
Electric Wire Stripping Tools	2	Shop
Fluke T5-600 Electrical Tester	1	Shop
Wave Tek Electrical Tester	1	Shop
Box 60 Count Electrical Connectors (Min. 3#, Max. #10)	1	Shop
Box 30 Count Electrical Connectors (Min. 2#22 to Max. 3#16)	1	Shop
Box 75 Count Electrical Connectors (Min. 3#2 to Max. 3#16)	1	Shop
Roll of Electrical Tape	3	Shop
#10-#12 Butt Connectors	24	Shop
#10-#12 Male Slide Connectors	50	Shop
#10-#12 Female Slide Connectors	40	Shop
#10-#12 1/2" Bolt Ring Terminals	40	Shop
#10-#12 3/8" Bolt Ring Terminals	30	Shop
#10-#12 5/16" Bolt Ring Terminals	35	Shop
#10-#12 1/4" Bolt Ring Terminals	30	Shop
#14-#16 Butt Connectors	15	Shop
#14-#16 Slide Connectors	50	Shop
#14-#16 Spade Terminal Connectors	35	Shop
#14-#16 Ring Terminals	2	Shop
#14-#16 Female Slide Terminals	33	Shop
#14-#16 Female Plug Connectors	27	Shop
#14-#16 Uninsulated Butt Connectors	29	Shop
#14-16 3/8" Ring Terminals	30	Shop
#14-#16 5/16" Ring Terminals	30	Shop
#14-#16 1/4" Ring Terminals	30	Shop
#14-#16 #10 Bolt Ring Terminals	35	Shop
#14-#16 #8 Bolt Ring Terminals	15	Shop
#14-#16 Male Plug Connectors	25	Shop
#18-#22 Spade Terminal Connectors	20	Shop
#18-#22 Male Slide Connectors	43	Shop
#18-#22 Female Slide Connectors	30	Shop
#18-#22 5/16" Ring Terminals	30	Shop
#18-#22 1/4" Ring Terminals	30	Shop
#18-#22 #10 Bolt Terminals	30	Shop
#18-#22 #8 Bolt Terminals	28	Shop
#18-#22 #6 Bolt Terminals	50	Shop
Fluke T5-600 Electrical Tester	1	Van
Electric Wire Stripper with Circuit Tester	1	SCCP
Fluke 117 Electrical Tester	1	SCCP
Electrical Cords and Lamps		
Size / Type	Quantity	Location
50' Extension Cord	7	Shop
30' Extension Cord 4 Prong Plug	1	Shop
48' Extension Cord 4 Prong Plug	1	Shop
6' Extension Cord 4 Prong Plug	1	Shop
Halogen Work Light	2	Shop
Halogen Clamp Work Light	1	Shop
Trouble Light 25' Cord	5	Shop
LED Work Light WL2540 LP	3	Shop
25' Extension Cord	2	Van
50' Heavy Extension Cord	1	SCCP

Flanges			
Flange Threaded #125			
Size	Quantity	Location	
3"	2	Storage Room	
4"	2	Deployed	
Flange Threaded #150			
Size	Quantity	Location	
2"	2	Storage Room	
2-1/2"	3	Deployed	
3 x 2"	2	Deployed	
Flange Weld #150			
Size	Quantity	Location	
1"	2	Storage Room	
1 -1/2"	6	Deployed	
2"	5	Deployed	
2-1/2"	2	Deployed	
3"	7	Deployed	
4"	8	Deployed	
5"	2	Deployed	
6"	7	Deployed	
6 x 4"	2	Deployed	
8"	4	Deployed	
Flange Blanks #150			
Size	Quantity	Location	
2-1/2"	2	Storage Room	
3"	5	Storage Room	
4"	4	Storage Room	
6"	2	Storage Room	
Flange Threaded #300			
Size	Quantity	Location	
2"	2	Storage Room	
Flange Weld #300			
Size	Quantity	Location	
1-1/4"	2	Storage Room	
1-1/2"	8	Storage Room	
2"	2	Deployed	
3"	1	Deployed	
Flange Blanks #300			
Size	Quantity	Location	
2"	2	Storage Room	
4"	3	Storage Room	
Flange Weld #600			
Size	Quantity	Location	
2-1/2"	2	Storage Room	

Fuel Storage Site Supplies		
Fuel Storage Site Supplied		
Type	Quantity	Location
Belt Roller Sets	3	Bay 3
Spare Belt Rollers	9	Bay 3
Electric Grease Guns	2	Bay 3
Set of Truck Tire Chains	1	Bay 3
Westward Air Compressor Model 4TW29B	1	Bay 3
BX90 Pile Shaker Belt	2	Under Silo
950 Loader Supplies		
Type	Quantity	Location
Set of 950 CAT Loader Tire Chains	1	Bay 3
Hydraulic Oil Filter #144-0832	1	Bay 3
Hi Efficiency Hydraulic Oil Filter #225-4118	1	Bay 3
Advanced HE Hydraulic Oil Filter #1G8878	1	Bay 3
Fuel Filter #1RO762	2	Bay 3
Fuel Water Separator #326-1644	2	Bay 3
Motor Oil Filter #1R1807	3	Bay 3
Cab Air Filter #7X-6041	1	Bay 3
Engine Air Filter Outer #245-6375	1	Bay 3
Engine Air Filter Inner #245-6376	1	Bay 3
Hough Loader Supplies		
Type	Quantity	Location
Oil Filter #1749	1	Bay 3
Oil Filter #1970	1	Bay 3
Fuel Filter #3405	1	Bay 3
Coolant Filter/Conditioner #4071	1	Bay 3

Gaskets		
Spiral Wound #150 - (Supplier: Wolseley)		
Size	Quantity	Location
1"	12	Storage Room
1-1/4"	12	Storage Room
1-1/2"	19	Storage Room
2"	14	Storage Room
2-1/2"	11	Storage Room
3"	5	Storage Room
4"	25	Storage Room
5"	9	Storage Room
6"	4	Storage Room
8"	5	Storage Room
10"	7	Storage Room
12"	1	Storage Room
Spiral Wound #300		
Size	Quantity	Location
1-1/4"	8	Storage Room
1-1/2"	6	Storage Room
2"	21	Storage Room
2-1/2"	25	Storage Room
3"	12	Storage Room
4"	20	Storage Room
5"	10	Storage Room
6"	11	Storage Room
8"	9	Storage Room
10"	10	Storage Room
Spiral Wound #600		
Size	Quantity	Location
8"	3	Storage Room
#150 NA 1/8 Ring Gasket (Supplier: Wolseley)		
Size	Quantity	Location
2"	20	Storage Room
2-1/2"	3	Storage Room
3"	5	Storage Room
4"	0	Storage Room
5"	0	Storage Room
6"	5	Storage Room
8"	5	Storage Room
10"	5	Storage Room
TOPOG-E		
Size	Quantity	Location
11" x 15" x 1-1/4"-E	12	Storage Room
12" x 16" x 1-1/4"-E	16	Storage Room
4" x 6" x 5/8"-E	5	Storage Room
11 3/4" x 15 3/4" x 1 3/8"	10	Storage Room
3" x 3 5/8" x 3/16"	22	Storage Room
3 3/8" x 4 1/4" x 1/4"	34	Storage Room
Trap Gaskets (Supplier: Spirax-Sarco)		
Model and Size	Quantity	Location
FT-10/FT-14/FT-40 2"	2	Storage Room
FTB-20 2"	2	Storage Room
FTB-30 2-1/2"	6	Storage Room
Pressure Motive Pump		
Model	Quantity	Location
PPEC (cover only)	2	Deployed

Piping and Fittings									
Pipe Nipples SCH 80									
Pipe Size:	1/4"	3/8"	1/2"	3/4"	1"	1-1/4"	1-1/2"	2"	2"
Close	-	8	8	5	-	-	-	-	-
1-1/2"	-	7	8	-	-	7	6	-	-
2"	-	9	4	6	2	7	6	3	-
2-1/2"	-	5	2	4	6	3	6	1	-
3"	-	9	5	3	3	14	6	7	-
3-1/2"	-	3	8	2	3	7	4	5	-
4"	-	7	10	7	-	8	11	3	-
4-1/2"	-	5	7	19	5	7	-	5	-
5"	-	1	12	8	6	7	6	6	-
5-1/2"	-	9	-	16	6	5	5	4	-
6"	-	6	10	7	3	6	2	2	-
45'	-	6	8	4	5	-	7	-	-
90'	13	23	3	7	7	4	4	5	-
TEE	14	11	8	23	12	-	5	3	-
UNION	5	8	1	6	6	2	2	2	-
Extra Heavy Nipples (Supplier: Wolseley)									
Pipe Size:	1/2"	3/4"	1"	1-1/4"	1-1/2"	2"	2-1/2"	3"	4"
6"	5	3	5	8	7	6	5	3	2
12"	-	-	-	-	-	-	-	1	-
16"	-	-	-	-	-	-	-	1	-
Black Iron Pipe									
Type	Size					Quantity	Location		
Schedule 40	3/8"-21'					1	Bay 3		
Schedule 40	1/2"-21'					2	Bay 3		
Schedule 40	3/4"-21'					2	Bay 3		
Schedule 40	3/4"-13'					1	Bay 3		
Schedule 40	1"-21'					2	Bay 3		
Schedule 40	1"-13'					1	Bay 3		
Schedule 40	1 1/4"-21'					1	Bay 3		
Schedule 40	1 1/4"-15'					1	Bay 3		
Schedule 40	2"-21'					2	Bay 3		
Schedule 40	2 1/2"-19'					1	Bay 3		
Schedule 40	2 1/2"-15'					1	Bay 3		
Schedule 80	1 1/2"-21'					1	Bay 3		
Schedule 80	1 1/2"-16'					1	Bay 3		
Schedule 80	1 1/2"-12'					1	Bay 3		
Schedule 80	2 1/2"-12'					1	Bay 3		
Schedule 80	4"-14'					1	Bay 3		
Schedule 80	4"-5'					1	Bay 3		

**21' Stainless Pipe**

Type	Size	Quantity	Location
Schedule 40	1/2" x 9'	1	Bay 3
Schedule 40	3/4" x 7'	1	Bay 3
Schedule 40	1" x 8'	1	Bay 3
Schedule 40	1 1/3" x 40'	2	Bay 3
Schedule 40	1 1/2" x 40'	2	Bay 3
Schedule 80	2" x 5'	1	Bay 3

**Brass Fittings**

Type	Size	Quantity	Location
Compression Nuts	1/8"	6	Shop
Compression Nuts	1/4"	10	Shop
Compression Nuts	3/8"	6	Shop
Compression Nuts	1/2"	15	Shop
Compression Tee	1/4"	7	Shop
Compression Tee	1/2"	1	Shop
Compression Tee	3/8"	10	Shop
Compression Ring	3/8"	10	Shop
Compression Ring	1/2"	6	Shop
Couplers	1/4"	7	Shop
Couplers	3/8"	5	Shop
Couplers	1/2"	3	Shop
Elbow	1/4"	7	Shop
Elbow	3/8"	6	Shop

**Pipe Taps**

Type	Size	Quantity	Location
Galvanized	3" 150 lb.	2	Storage Room
Socket Weld	4" 150 lb.	9	Storage Room
Socket Weld	2 1/2" 150 lb.	1	Storage Room
Socket Weld	3" 150 lb.	7	Storage Room
Socket Weld	1" 150 lb.	2	Storage Room
Socket Weld	1 1/4" 150 lb.	2	Storage Room
Socket Weld	1 1/2" 150 lb.	3	Storage Room
Socket Weld	1 1/2" 300 lb.	8	Storage Room
Socket Weld	2" 150 lb.	5	Storage Room
Socket Weld	1 1/2" 150 lb.	6	Storage Room
Threaded	2" 300 lb.	2	Storage Room
Threaded	4" 300 lb.	2	Storage Room
Threaded Stainless	3" 150 lb.	2	Storage Room
Socket Weld	2 1/2" 150 lb.	1	Storage Room
Socket Weld	2 1/2" 600 lb.	2	Storage Room
Socket Weld	6" 150 lb.	10	Storage Room
Socket Weld	4" 300 lb.	3	Storage Room
Socket Weld	8" 150 lb.	4	Storage Room
Socket Weld	6" x 4" 150 lb.	2	Storage Room
Socket Weld	5" 150 lb.	2	Storage Room
Socket Weld	1/2" x 3/4"	1	Storage Room



Miscellaneous			
Type	Size	Quantity	Location
Pipe with 150 lb. Flange	2 1/2"	2	Bay 3
Pipe with 150 lb. Flange	3"	1	Bay 3
Eccentric Reducer	4" 150 lb.	2	Storage Room
Eccentric Reducer	2 1/2" x 2" 150 lb.	2	Storage Room
Eccentric Reducer	2 1/2" x 1 1/2" 150 lb.	2	Storage Room
Eccentric Reducer	2 1/2" x 3" 150 lb.	2	Storage Room
Threaded Outlet Forged	1/2"	9	Storage Room
Threaded Outlet Forged	3/4"	5	Storage Room
Threaded Outlet Forged	1"	4	Storage Room
Threaded Outlet Forged	1 1/4"	7	Storage Room
Threaded Outlet Forged	1 1/2"	4	Storage Room
Threaded Outlet Forged	2"	7	Storage Room
Threadolet	36-3/4" x 1/2"	9	Storage Room
Threadolet	36-1 1/2" x 3/4"	11	Storage Room
Threadolet	36-3" x 1"	17	Storage Room
Threadolet	5-3" x 1 1/2"	8	Storage Room
Threadolet	36-4" x 1 1/4"	5	Storage Room
Threadolet	6-4" x 2"	10	Storage Room
Weldolet	8-3" x 1/2"	4	Storage Room
Weldolet	2-2" x 1/2"	3	Storage Room
Weldolet	Unknown 3/4"	6	Storage Room
Weldolet	10-6" x 1"	6	Storage Room

Power Tools		
Power Tools and Accessories		
Type	Quantity	Location
Grizzly Band Saw	1	Shop
Rigid Pipe Threader	1	Shop
Black and Decker 8" Bench Grinder	1	Shop
Bosch Angle Grinder	1	Shop
3/8" Air Ratchet 90° Angle	1	Shop
Makita 3/8" Corded Drill	1	Shop
Metabo 4" Angle Grinder	2	Shop
Porter Cable Air Chisel	1	Shop
Dewalt DW 474 Angle Grinder	1	Shop
Wagner 775 Heat Gun	1	Shop
Milwaukie 1/2" 0299-20 Corded Drill	1	Shop
Milwaukie 6230 Corded Band Saw	1	Shop
Dewalt DW 293 Corded Impact	1	Shop
Evolution Rage Skill Saw	1	Shop
Milwaukee 2361-20 Battery Light	1	Shop
Air Powered Refractory Thumper	2	Shop
Malco Turbo Shear TS1	1	Shop
Warn Pullzall Electric Hoist	1	Shop
Braukman 2500# Impact Driver	1	Shop
Milwaukee 28V Battery Sawzall with Case	1	Shop
Milwaukee 2680-20 Battery Angle Grinder	1	Shop
Milwaukee 1/2" Battery Impact Driver	2	Shop
Milwaukee 2705-20 Battery Drill	1	Shop
Milwaukee M12-M18 Charger	2	Shop
Milwaukee 28V Charger	1	Shop
Milwaukee 2720-21 Battery Sawzall with Case and Charger	1	Shop
Milwaukee 2780-20 Battery Angle Grinder with Case and Charger	1	Shop
Milwaukee D500 1/2" Corded Angle Drill with Case	1	Shop
Milwaukee 6390-20 7 1/4" Corded Skill Saw with Case	1	Shop
Milwaukee 2361-20 Battery Light	1	Shop
Porter Cable 7756 Corded Roto Hammer	1	Shop
Porter Cable 9748 Corded Sawzall with Case	1	Shop
Dewalt XRP 18V 12" Drill	1	Shop
Dewalt DW9116 Charger	2	Shop
Atlas Pedestal Drill Press	1	Shop
Drill Doctor 500X with Case	1	Shop
CM 1 1/2 Ton Chain Hoist	1	Shop
Rigid #2-5 Spiral Reamer	1	Shop
Dayton 3 Ton Arbor Press	1	Shop
1/8"-1/2" Drill Bit Set	1	Van
Milwaukee Battery Light	1	Van
Milwaukee 1/2" Drill Battery	1	Van
Milwaukee Battery Band Saw	1	Van
15/16" Impact Socket	1	Van
1 1/8" Impact Socket	1	Van
Rigid 4 Gallon Vacuum	1	Van
Grease Gun	1	Van
Milwaukee Angle 2780-21 Angle Grinder with Case	1	Van
Goodway RAM 55F Tube Cleaner	1	SCCP
Goodway GPW 220V Pressure Washer	1	SCCP
Goodway RAM 4-60 Tube Cleaner with (5) Tube Cleaner Cables	1	SCCP

Hoisting Equipment		
Type	Quantity	Location
Dayton 29XP46 3/4 Ton Chain Hoist	2	Shop
Dayton 5YGF5A 550 lb. Chain Hoist	1	Shop
7505 & 0407 2 Ton Cable Hoist	2	Shop
Tuff Edge 10'X2" Polyester Sling	1	Shop
Tuff Edge 3'X1" Polyester Sling	1	Shop
5/16" Lifting Chain with Hooks 20'	1	Shop
5/16" Lifting Chain with Hooks 5'	1	Shop
5/16" Lifting Chain with Hooks 8'	1	Shop
3/8" Lifting Chain with Hooks 10'	1	Shop
3/8" Lifting Chain with Hooks 11'	1	Shop
3/8" Lifting Chain with Hooks 4'	2	Shop
3/8" Cable Choker 6'	1	Shop
3/8" Cable Choker 3'	1	Shop
1/4" Lifting Chain with Hooks 11'	1	Shop
1/2" Lifting Chain with Hooks 10'	1	Shop
Messick 3/8"-1/2" Snatch Block Cable	1	Shop
3213 650# Single Pulley with Rope	2	Shop
500 lb. Chain Hoist	1	Van
Dayton 1000 lb. Electric Chain Hoist	1	SCCP

Pressure Reducing Valves		
New PRVs (Supplier: Boylston)		
Size	Quantity	Location
3/4"	1	Shop
1"	1	Shop
1-1/4"	0	Deployed
1-1/2"	0	Deployed
2"	0	Deployed
Used PRVs (Supplier: N/A)		
Size	Quantity	Location
3/4"	0	Deployed
1"	3	Shop
1-1/4"	0	Deployed
1-1/2"	0	Deployed
2"	0	Deployed

Pumps				
Pumps				
Type	Quantity	Location		
2" Educator Jet Pump Model SNAN5	1	Shop		
1 1/4" Educator Jet Pump Model SNAN3	1	Shop		
Dayton Rotary Gear Pump 4KHG1 (Lime Injection)	1	Warehouse		
Welch Vacuum Pump	1	SCCP		
Duo-Seal Vacuum Pump R1400	1	SCCP		
3/4 HP Transfer Pump	1	SCCP		
FTI Transfer Pump 1"	1	SCCP		
FTI Transfer Pump 1/2"	1	SCCP		
Welch 1400 Duoseal Vacuum Pump	1	NCCP		
Welch 1376N Duoseal Vacuum Pump	1	NCCP		
Liberty HT 41A Pump (Menard Pit)	2	Bay 3		

Safeties				
Safeties				
Supplier	Size	LBS Set	Quantity	Location
Apollo	1"	15	1	Bay 3
Conbraco	2"	50	1	Storage Room
Consolidated Safety	1 1/2"	25	1	Bay 3
Kunkle	3/4"	25	3	Bay 3
Kunkle	1"	25	2	Bay 3
Kunkle	1-1/4"	25	2	Bay 3
Kunkle	1-1/2"	25	2	Bay 3
Kunkle	2"	25	2	Bay 3
Kunkle	1/2"	125	1	Bay 3
Kunkle	1/2"	40	1	Bay 3
Kunkle	2"	25	1	Bay 3
Kunkle	2 1/2"	25	1	Bay 3
Kunkle	4"	25	3	Bay 3
Kunkle	4"	140	1	Bay 3
Kunkle	4"	200	1	Bay 3
Kunkle	4"	205	1	Bay 3
Kunkle	1-1/2"	20	1	Bay 3
Kunkle	2"	30	1	Bay 3
Kunkle	2"	50	1	Bay 3
Lonergan	2 1/2"	25	1	Bay 3

Safety Accessories			
Type	Size	Quantity	Location
Crane Vent / Catch Basin	4"	2	Bay 3

Seals	
Seals	
Brand; Part Number	Quantity
National Oil Seal; 4770712	4
National Oil Seal; 470954	1
National Oil Seal; 471570	1
National Oil Seal; 471567	2
National Oil Seal; 350679	1
TMC; 476838	1
Timken; 710110	2
SKF; 13439	1
National Oil Seal; 472239	1
SKF; 35020	1
National Oil Seal; 416273	3
Timken; 415995	2
Timken; 415483	3
Timken; 415437	1
National Oil Seal; 415437	1
CR; 33425	1
SKF; 29952	1
SKF; 26190	2
SKF; 22354	1
Sealed Power; N-11615	1
Shaft Seals	
Brand; Part Number	Quantity
Pac-Seal; 185V / 5NC12	4
Pac-Seal; 200V / 1R300	2
N/A; 248V	2
Pac-Seal; 359V / 5NC07	6
N/A; 361-21V	5
N/A; 394V	1
N/A; 687V	4
Pac-Seal; 703V	1
N/A; 703V	2
N/A; 790V	3
Pac-Seal; 877	4
N/A; 877V	2
Pac-Seal; S-60813V	3
Ramp Heater	
Brand; Part Number	Quantity
N/A; 2214	1
Softener #2 Box	
Brand; Part Number	Quantity
Gould Pumps - Brine; 10K62	1
Durametallic; 3pc / one complete set	1
John Crane; S4135458030880	2

Softener	
Softener Rebuild Kit for AT Ball Valves	
Item	Quantity In Stock
On softner (2) ZEOLITES 1-1/2"	9
Reverse Osmosis System (not being used)	1

Spirotop	
Spirotop	
Item	Quantity
Quick Release Air Vent	3

Steam and Heating Accessories			
Steam Valves			
Type	Size	Quantity	Location
Fisher	1 1/4"	1	Bay 3
Jordan 33 Electric	2"	1	Bay 3
Jordan SM1510A Butterfly/Control	N/A	1	Bay 3
Siemens Control	1/3"	1	Bay 3
Spence Type E	1"	1	Bay 3
Spence Type E	1 1/2"	1	Bay 3
Crane 125 PSI	2"	1	Under Silo
Newco 2" 600 PSI	2"	1	Under Silo
Sharpe 600 PSI ('A' Boiler Soot Blower)	2"	2	Under Silo
Hammond 125 PSI	2 1/2"	2	Under Silo
Nibco 125 PSI	2 1/2"	1	Under Silo
Grinnell 125 PSI	2 1/2"	1	Under Silo
Crane 150 PSI	3"	1	Under Silo
Grinnell 125 PSI	3"	6	Under Silo
Nibco 125 PSI	3"	1	Under Silo
Milvaco 125 PSI	3"	1	Under Silo
Hammond 125 PSI	3"	1	Under Silo
Grinnell 125 PSI	4"	1	Under Silo
Nibco 250 PSI	4"	1	Under Silo
Milwaukee 250 PSI	4"	2	Under Silo
Stockham 250 PSI	4"	1	Under Silo
Stockham 125 PSI (no handle)	6"	1	Under Silo
Stockham 250 PSI	6"	1	Under Silo
Crane 150 PSI	6"	1	Under Silo
Hammond 125 PSI	6"	1	Under Silo
Grinnell 125 PSI	6"	2	Under Silo
Nibco 125 PSI	6"	2	Under Silo
Milwaukee 125 PSI	6"	2	Under Silo
Grinnell 125 PSI	8"	2	Under Silo
Powell 250 PSI	8"	1	Under Silo
Milwaukee 125 PSI	8"	1	Under Silo
Butterfly Valve	10"	3	Bay 3
125 PSI	10"	1	Bay 3
Automatic Butterfly Valve	10"	1	Bay 3
Milwaukee 250 PSI	10"	1	Under Silo
Siemens 1/3 278-03059 with 599-03059	1/3"	1	Bay 3
TORO 90°	N/A	1	Bay 3
Leslie LXY	1"	1	Bay 3
Boylston	1 1/4"	1	Bay 3
Boylston	3/4"	2	Bay 3
Boylston	1/2"	2	Bay 3
Boylston	1 1/2"	1	Bay 3
Jordan with 4" Flange	1 1/2"	1	Bay 3
Jordan 60	2"	1	Bay 3
Spirax Sarco F87	1 1/2"	1	Bay 3
Nibco 250 PSI	4"	2	Bay 3
Nibco 125 PSI	4"	1	Bay 3
Stockham 250 PSI	3"	1	Bay 3
Boylston	1"	1	Bay 3
Boylston	1 1/2"	1	Bay 3



Check Valves						
Type	Size	Quantity				
Stainless	1/2"	4				
Stainless	3/4"	0				
Stainless	1"	2				
Stainless	1 1/4"	3				
Stainless	1 1/2"	0				
Stainless	2"	1				
Grinnell Cast	2 1/2"	2				
Grinnell Cast	3"	2				
Steam and Heat Accessories						
Type	Size	Quantity	Location			
Boylston #6 Pot	-	1	Bay 3			
Boylston #3 Pot	-	1	Bay 3			
Jordan 6769H Pilot	2"	1	Bay 3			
Jordan 67L	4"	1	Bay 3			
Jordan 67L Pilot	3"	1	Bay 3			
Jordan Pilot	-	1	Bay 3			
Jordan Diaphragm Plate	-	1	Bay 3			
Jordan Return Spring Nut	-	1	Bay 3			
Flanged Expansion Joint	3"X34"	1	Bay 3			
Flanged Expansion Joint	4"X34"	1	Bay 3			
Flanged Expansion Joint	5"X34"	1	Bay 3			
Flanged Expansion Joint	6"X36"	1	Bay 3			
Flanged Expansion Joint	8"X36"	1	Bay 3			
Flanged Expansion Joint	2"X18"	1	Bay 3			
Flanged Expansion Joint	3"X20"	1	Bay 3			
Flanged Expansion Joint	2 1/2"X20"	2	Bay 3			
Heater Coil	1 1/2"X4'	3	Bay 3			
Threaded Compensator	1"	2	Bay 3			
Threaded Compensator	1 1/4"	1	Bay 3			
Threaded Compensator	1 1/2"	1	Bay 3			
Threaded Compensator	2"	1	Bay 3			
Weld Compensator	1"	1	Bay 3			
Radiant Heater Cabinet	30"	2	Bay 3			
4 Tube Radiant Heater Coil	60"	2	Bay 3			
GFO Packaging						
Sizes	5/16"	1/4"	3/8"	3/16"	5/16"	1/2"

Tools		
Files		
Type	Quantity	Location
Round Flat	3	Shop
Flat	11	Shop
Round Flat	2	Shop
Three-Sided	1	Shop
Wrenches		
Type	Quantity	Location
3/8" Torque	1	Shop
1/2" Torque	1	Shop
2 1/4" Box End	1	Shop
1 7/8" Box End	2	Shop
1 3/4" Box End	1	Shop
1 5/8" Box End	1	Shop
1 1/2" Box End	1	Shop
1 7/16" Box End	2	Shop
1 3/8" Box End	1	Shop
1 5/16" Box End	3	Shop
1 1/4" Box End	2	Shop
1 3/16" Box End	1	Shop
1 1/8" Box End	2	Shop
1 1/16" Box End	1	Shop
1" Box End	1	Shop
15/16" Box End	4	Shop
7/8" Box End	2	Shop
13/16" Box End	1	Shop
3/4" Box End	2	Shop
11/16" Box End	1	Shop
5/8" Box End	2	Shop
9/16" Box End	2	Shop
1/2" Box End	1	Shop
7/16" Box End	2	Shop
3/8" Box End	1	Shop
5/16" Box End	1	Shop
1/4" Box End	1	Shop
Westward 5/8" Specialty Box End	1	Shop
Ace 1 1/4" Specialty Box End	1	Shop
Master 1 1/8" Box End	1	Shop
Set of 1/2" Drive Sockets 3/8"-1 1/4"	1	Shop
Set of 3/4" Drive Socket 7/8"-2 1/4" With Breaker Bar, Extensions, and Ratc	1	Shop
Set of 3/8" Drive Sockets 1/4"-1"	1	Shop
Set of 3/8" Drive Deep Well Sockets 1/4"-1"	1	Shop
Set of 1/2" Drive Metric Sockets 12mm-21mm	1	Shop
Set of 3/8" Drive Metric Sockets 10mm-21mm	1	Shop
Set of 3/8" Metric Sockets 12 pt. 12mm-21mm	1	Shop
Set of Box End Craftsman Metric Sockets 8mm-21mm	1	Shop
Set of Box End Proto Sockets 3/8"-3/4"	1	Shop
Set of Campbell Hausfeld Deep Well Impact Drive 5/16"-3/4"	1	Shop
Set of 1/2" Armstrong Drive 8 pt. Socket 3/8"-1"	1	Shop

Set of Flex Gear Drive Box End Wrenches 1/4"-3/4"	1	Shop
Set of Box End Gear Wrenches 1/4"-3/4"	1	Shop
Set of 3/8" Drive Allen Head 1/4"-3/8"	1	Shop
Set of 1/2" Drive Allen Head 1/4"-5/8"	1	Shop
Set of 1/2" Drive Impact Sockets 5/8"-1 3/16"	1	Shop
1/2" Drive 12" Extension	3	Shop
3/8" Drive 12" Extension	1	Shop
1/2" Drive Breaking Bars	2	Shop
1/2" Drive Long Handle Ratchet	2	Shop
1/2" Drive Short Handle Ratchet	3	Shop
3/8" Drive Short Handle Ratchet	4	Shop
1/4" Drive Ratchet	2	Shop
3/8" Speed Wrench	1	Shop
1/2" Speed Wrench	1	Shop
1/2" Drive Flex Joint	2	Shop
3/8" Drive Flex Joint	1	Shop
3/8" Drive Short Extension 1"	1	Shop
3/8"-1/4" Adaptor	1	Shop
Set of 1/2" Drive Sockets 5/16"-1"	1	Shop
Set of Nut Drivers 1/4"-1/2"	2	Shop
Size Spanner Wrench (Assorted)	5	Shop
Set of T Handle Allen Wrenches 3/32"-3/8"	1	Shop
Set of SAE Allen Wrenches	5	Shop
Set of Allen Wrenches 1.5mm-6mm	1	Shop
Set of Allen Wrenches 1.5mm-10mm	1	Shop
Set of Allen Wrenches 0.060-3/4"	1	Shop
Strap Wrench	3	Shop
Chain Wrench	2	Shop
Vice Grip Chain Wrench	2	Shop
Armstrong 33-080 2 1/2" Slug-Hammer Wrench	1	Shop
Armstrong 33-060 1 7/8" Slug-Hammer Wrench	1	Shop
Andree 14" Stem Wrench	1	Shop
Bonney 1 1/4" x 1 3/8" Open End	1	Shop
SK 3/8" Socket Set J52128 12 pc., 6 pt.	1	Shop
Thurson Socket Set 6pc. Wobble Head 33J Extension	1	Shop
3/8"; 9/16"; 5/8"; 11/16"; 3/4"; 7/16"; and 1/2" Sockets	1	Shop
Thurson 62J Speed Handle for Wobble Head Set	1	Shop
Rigid #25 1"-2" Nut Wrench	1	Van
13189 Metric T Handle Allen Set	1	Van
13138 Standard T Handle Allen Set	1	Van
Eklind SAE Allen Set	1	Van
6" Crescent Wrench	1	Van
3/8" Box End	1	Van
9/16" Box End	2	Van
3/4" Box End	2	Van
13/16" Box End	1	Van
15/16" Box End	4	Van

7/8" Box End	1	Van
1" Box End	1	Van
1 1/16" Box End	2	Van
1 1/8" Box End	1	Van
1 1/4" Box End	2	Van
1/2" Box End	1	Van
1/2" Ratchet	1	Van
Stanley Socket Set 1/4"	1	Van
Crescent X6 Socket Set	1	Van
Rohrzange 90° Wrench	1	Van
1/2" Allen	1	Van
6" Crescent Wrench	1	Van
Gear Wrench Set 3/8"-15/16"	1	Van
3/8"-3/4" Deep Well Socket Set	1	Van
1" Socket	2	Van
1 1/16" Socket	1	Van
1 1/8" Deep Well Socket	1	Van
1 3/16" Deep Well Socket	1	Van
1 1/4" Socket	1	Van
1 1/4" Deep Well Socket	1	Van
7/8" Socket	1	Van
3/8"x1/2" Adaptor	1	Van
1/2"x3" Extension	1	Van
1/2" Extension	1	Van
Small Allen Set Metric	1	Van
Allen Key SAE	1	SCCP
15/16" x 3/4" Deep Well Socket	1	SCCP
1" x 3/4" Deep Well Socket	1	SCCP
1 1/16" x 3/4" Deep Well Socket	1	SCCP
1 1/8" x 3/4" Deep Well Socket	1	SCCP
1 1/18" Box End	2	SCCP
1 5/16" Box End	3	SCCP
1" Box End	2	SCCP
13/16" Box End	1	SCCP
1 1/16" Box End	1	SCCP
1/2" Ratchet	1	SCCP
Bergman Spanner Crows Feet Valve Wrench #100	1	Main Floor
Bergman Spanner Crows Feet Valve Wrench #102	2	Main Floor
Bergman Spanner Crows Feet Valve Wrench #103	2	Main Floor

**Pipe Wrenches**

Type	Quantity	Location
Rigid 10" Steel	1	Shop
Rigid 12" Steel	2	Shop
Rigid 14" Steel	2	Shop
Rigid 14" Aluminum	1	Shop
Rigid 14" Aluminum Rapid Grip	1	Shop
Rigid 18" Steel	2	Shop
Rigid 18" Aluminum	3	Shop
Rigid 24" Steel	2	Shop
Rigid 36" Steel	1	Shop
Rigid 36" Steel	1	Van
Rigid 10" Aluminum	2	Van
Rigid 14" Aluminum	2	Van
Rigid 18" Aluminum	2	Van
Rigid 24" Aluminum	2	Van
Trimont 36" Steel	1	Shop
Gearench WJ12 Chain Pipe Wrench	2	Shop
24" Short Handle Aluminum	2	SCCP

**Hammers**

Type	Quantity	Location
Small Slide	1	Shop
Large Slide	1	Shop
Welding Slag	1	Shop
2 lb. Sledge	4	Shop
Small Ball-Peen	2	Shop
Dead Blow	1	Shop
Rubber Mallet	1	Shop
2 lb. Sledge	1	Van
10 oz. Ball-Peen	1	Van
20 oz. Ball-Peen	1	SCCP

**Saws**

Type	Quantity	Location
Hack Saw	1	Shop
Hack Saw Blades	12	Shop
Concrete Saw Blade	1	Shop
Stanley 15-113 Hacksaw Handle	1	Van
Milford #4 Hacksaw Handle	1	Van
Multilock LOTO Large	2	Van
Multilock LOTO Small	2	Van
Valve LOTO Large	1	Van
Valve LOTO Small	1	Van

Levels		
Type	Quantity	Location
2'	1	Shop
4'	1	Shop
6' Bullet	2	Van
Pliers		
Type	Quantity	Location
Channel Lock	3	Shop
Needlenose	4	Shop
Standard	2	Shop
Side Cut	3	Shop
Large Channel Lock	3	Shop
Craftsman 45671 Set	1	Van
10" Channel Lock	1	Van
5" Needlenose	1	SCCP
8" Groove Lock Plier	1	SCCP
Chisels		
Type	Quantity	Location
7/8" Diamond Point Chisel	1	Van
3/8" Mayhew Diamond Point Chisel	1	Van
5/16" Mayhew Diamond Point Chisel	1	Van
3/8" Proto Chisel	1	Van
3/16" NAPA 945 Diamond Point Chisel	1	Van
11/64" Proto Spade Point Chisel	1	Van
Proto #2 12 pc. Punch/Chisel Set	1	Van
Miscellaneous		
Type	Quantity	Location
Dye and Handle Bolt Threader Set 1/4" to 1"	1	Shop
Large Chain Breaker	1	Shop
Jaw Puller For Pulleys and/or Bearings	1	Shop
Container of Assorted Bits for Drill Driver	1	Shop
Container of Air Ratchet Attachments	1	Shop
12 Ton Bottle Jacks	3	Shop
Handthreader Set for Pipe 1/4" to 2"	1	Shop
Tri-Squares	2	Shop
Tire Chain Tool	1	Shop
Limb Cutter	1	Shop
Circle Gasket Cutter	2	Shop
Assorted Hole Punch Gasket Cutter	1	Shop
Large Valve Packing Kit with Various Picks	1	Shop
Small Valve Packing Kit	3	Shop
Tin Snips	3	Shop
Snipper	1	Shop
Large Stackable Craftsman Toolbox	1	Shop
ShimPo Digital Tachometer	1	Shop
Central 6410 Range Dial Indicator	1	Shop
Set of Small Pick Tools	1	Shop





Chain Breaker	1	Shop
Small Feeler Gauges	2	Shop
Air Nozzles	2	Shop
Flat Head Screwdrivers (various sizes/lengths)	27	Shop
Phillips Head Screwdrivers (various sizes/lengths)	14	Shop
Scrapers (various sizes)	11	Shop
Punches (various sizes)	6	Shop
Center Punches	4	Shop
Brass Drifts	7	Shop
Assorted Drift Tools and Punches	15	Shop
Set of Proto Measuring Tools	1	Shop
Utility Knives	4	Shop
3/4" Hose Bib Fittings	8	Shop
Hones	8	Shop
Pry Bars (various sizez and styles)	10	Shop
Pop Rivet Gun	1	Shop
5" C-Clamps	2	Shop
6" C-Clamps	2	Shop
8" C-Clamps	4	Shop
Small C-Clamps	4	Shop
Vice Grip Clamps (various styles)	8	Shop
3" Spring Clamp	4	Shop
2" Spring Clamp	1	Shop
1" Spring Clamp	1	Shop
Jorgenson 3704LD Screw Clamp	4	Shop
Pallet Puller Clamp	1	Shop
Small Wire Brush	5	Shop
Large Wire Brush	4	Shop
Jackson Contractor Wheel Barrow	1	Shop
Hand Truck Grey Oversize Frame	1	Shop
Hand Truck Green	1	Shop
Rigid 40A Pipe Tri-Stand	1	Shop
Anchors Philips Flathead Sleeve	200	Shop
Pipe Thread Taps 1/8"NPT-1 1/4"NPT	1	Shop
1 1/2" Die 8	1	Shop
Various Sizes of Easy Outs	1	Shop
Small Tap and Die Set	1	Shop
Small Handle for Taps	1	Shop
Large Handle for Taps	1	Shop
Set of T8-T40 Torx Head Tool	1	Shop
Woodworking Bench with Metal Top	1	Shop
Rigid #26 Pipe Vise	1	Shop
Wilton 5" Tabletop Vise	1	Shop
1/2" Clevis	3	Shop
3/4" Clevis with Hook	2	Shop
7/8" Clevis	4	Shop
02RLS1 1291 Fall Protection Lanyard	1	Shop
Louisville 8' FM1408 Fiberglass Ladder	1	Shop
Werner 24' Fiberglass Extension Ladder	1	Shop
Wener 16' Fiberglass Extension Ladder	2	Shop
Louisville 8' FM1506 Two Sided Ladder	1	Shop
Werner 8' Fiberglass Ladder	1	Shop
Werner 6' Fiberglass Ladder	1	Shop
Louisville 2' Fiberglass Ladder	1	Shop
FJ209WJ Flange Spreader	2	Shop
3R703 10 Ton Two-Way Puller	1	Shop
Triumph SAE Tap and Die Box Set	1	Shop

6 pc. Wood Chisel Set	1	Van
Craftsman #2 Flat Head Screw Driver	1	Van
Proto 88324 Phillips Head Screw Driver	1	Van
3/8" Proto Center Punch	1	Van
#2 Stubby Phillips Head Screw Driver	1	Van
Speed Bore 88899 6 pc. Bit Set	1	Van
Green Multi-Bit Screwdriver	1	Van
17/32" Easy Out	1	Van
Honeywell Turbo Fan	1	Van
Collapsible Safety Cone	2	Van
Steel "J" Hook Tunnel Lid Handle	2	Van
Aluminum Double "J" Hook Handle	2	Van
Pickel Fork	1	Shop
Set of Torx T10-T30	1	Shop
O'Malley Valve Repair Set 2011688	1	Shop
Thomas and Betts 4899445 Cable Cutter	1	Shop
All Flex Tag Applicator	1	Shop
Rigid 1/4"-3/8" NPT Die Set (4 pc.)	1	Shop
Cotter Pin Assortment Box	1	Shop
Crab Claw Puller	1	Shop
Bil Jax Scaffold 0202-0505	1	Shop
Socket Set Screw Assortment Box	1	Shop
5/8" to 1 1/8" Adjustable Reamer	1	Shop
1 1/4" to 1 5/8" Adjustable Reamer	1	Shop
3/4" Reamer-Stem	1	Shop
1 1/2" Reamer-Stem	1	Shop
2" Reamer-Stem	1	Shop
3/16"-3/8"-1/2" Grease Zirk Assortment Box	1	Shop
External Retaining Ring Assortment Box	2	Shop
Internal Retaining Ring Assortment Box	1	Shop
Westward 32C71 2 Ton Engine Hoist	1	Shop
Dayton 4YX97 Pallet Jack	1	Shop
Uline H5441 HD Scissor Lift Jack	1	Shop
Dayton 4ZJ23 Barrel Dolly	1	Shop
Modern Equipment DS1-H Drum Stand	1	Shop
ZEP Parts Washer Tank	1	Shop
Central Machinery 20 Ton Press	1	Shop
Rigid Pipe Stand VJ-99	4	Shop
Dayton Air Needle Scaler 6W248	1	Shop
Dayton Air Needle Scaler 6W247	1	Shop
Pipe Die	3	Shop
Pipe Cutter	2	Shop

"J" Demolition Bar	1	Van
Complete Valve/Breaker LOTO Kit	1	Van
Master Tin Snips	1	Van
Master 6 pc. Hex Bit Set	1	Van
Tubing Bender 1/4" and 1/2"	2	Van
Safety Glasses	4	Van
8" x 12" Kneeling Pad	1	Van
Stainless Wire Brush	1	Van
16" Retractable Magnet	1	Van
Vaco K34 and K48 Screwdriver Set	1	Van
Hand Broom and Dust Pan	1	Van
1000 V Nut Driver Set 5 pc. (1/2"; 5/16"; 3/8"; 1/4"; 7/32")	1	Van
1/2" Speed Tap	1	Van
6" Brass Drift	1	Van
8" x 3/4" Steel Drift	1	Van
5 pc. Rubber Handle Nut Driver Set	1	Van
Craftsman 5 pc. Nut Driver Set	1	Van
Cully #1 Square Drive Screwdriver	1	Van
7 WK Vice Grip	1	Van
10 CR Vice Grip	1	Van
Utility Knives	2	Van
10 WR Vice Grip	1	Van
14" Alignment Bar	1	Van
Milwaukee Scissors	1	Van
Craftsman 155 pc. Tool Set	1	Van
Milwaukee Storage Box	1	Van
Valve Packing Box	1	Van
8 oz. Oil Can	1	Van
25' Stanley Tape Measure	1	Van
31" C-Clamp	2	Van
1/2" Breaker Bar	1	Van
1/2" Nipple Tray	1	Van
3/4" Nipple Tray	1	Van
Utility Knife	1	SCCP
Flat Head Screwdriver	1	SCCP
Klien 603 Phillips Head Screw Driver	1	SCCP
Klien 605 Flat Head Screw Driver	1	SCCP
Klien 601 Flat Head Screw Driver	1	SCCP
Stanley 6' Power Lock Tape Measure	1	SCCP
Craftsman Phillips Head Screw Driver	1	SCCP
Milwaukee Pack Out Rolling Stock Tool Box	1	SCCP
6" Side Cutter	1	SCCP
Myron L ULK Test Kit	1	SCCP
Trasar Panel Cleaning Kit	1	SCCP
Wesco Barrel Dolly	1	SCCP
Pittsburgh 1000 lb. Gantry	1	SCCP
Pump/Tank Chiller Flusher with(2) 25' x 1" Tubing (in-house fabrication)	1	SCCP
12 x 30 Catch Pan	2	SCCP

Refrigeration Tank	5	SCCP
Werner 6' Fiberglass Step Ladder	1	SCCP
Werner 8' Fiberglass Orchard Ladder	1	SCCP
Garden Hose 25'	1	SCCP
Garden Hose 50'	1	SCCP
Air Hose 50'	1	SCCP
Wire Brush	2	SCCP
7/8" Clevis	1	SCCP
Tunnel Barricades	4	Bay 3
Moore 77-16 Transducer	1	Bay 3
12" x 26" Lagged Pully QD Taper	2	Bay 3

Traps				
Traps / Rebuild / Gaskets				
Supplier & Model	Type	Size	LBS	Quantity
Watson-McDaniel; TD600	Disc	1/2"	600	2
Watson-McDaniel; TD600L	Disc	3/4"	600	2
Watson-McDaniel; WD600	Disc	1"	600	1
Watson-McDaniel; TA25B	Thermo	3/4"	25	9
Watson-McDaniel; TS25B	Thermo	1/2"	25	1
Watson-McDaniel; TS25B	Thermo	3/4"	25	10
Watson-McDaniel; FT-75	Float	1"	75	1
Watson-McDaniel; FT-15	Float	2	15	1
Watson-McDaniel; FTE50	F&T	-	-	2
TLV; J3S-X-2/A	Float	3/4"	30	2
TLV; J3S-X-5/A	Float	3/4"	75	7
TLV; J3X-21/A	Float	1/2"	300	1
Armstrong; Model 800	Bucket	1/2"	80	4
Armstrong; Model 800	Bucket	3/4"	80	6
Armstrong; Model 811	Bucket	3/4"	200	4
Armstrong; Model 881	Bucket	3/4"	200	2
Armstrong; N/A	Bucket	1-1/2"	15	1
MEPCO; 44-215A	Float	3/4"	15	1
Hoffman Rebuild; FT015H	Cover Asm	3/4"-1"	15	3
Hoffman Rebuild; FT030H	Cover Asm	3/4"-1"	30	7
Hoffman Rebuild; FT030H-5	Cover Asm	1-1/4"	30	4
Hoffman Rebuild; 55-3	F&T Cover	3/4"	15	3
Hoffman Rebuild; 55-6/FT015H	F&T Cover	1-1/4"	15	2
Spirax-Sparco; FTI-30	Cover	3/4"-1"	30	7
Spirax-Sparco; FT-15	Cover	3/4"-1"	15	12
Spirax-Sparco; FT-75	Cover	3/4"-1"	75	1
Spirax-Spar Float Arm; FT/F-15	-	-	-	2
Spirax-Spar Float Arm; FTP-4	-	-	-	4
Spirax-Spar Gasket; FT-15	Cover	1-1/2"	15	6
Spirax-Spar Gasket; FT-15	Cover	2"	15	4
Watson-McDaniel; FT-20	Float	2"	20	2
Spirax-Sparco; FTB-20	Float	2"	20	1
Spirax-Sparco; FTB	-	2 1/2"	-	2
Spirax-Sparco; FT-15	Float	3/4"	15	1
Spirax-Sparco; FT-15	Float	1"	15	2
Spirax-Sparco; FT-30	Float	3/4"	30	1
ITT Hoffman; FT015C	Float	2	175	2
TLV; J3X-2/A	Float	1/2"	30	1
TLV; J3X-5/A	Float	3/4"	75	2
TLV; J3X-21/A	Float	1/2"	300	1

Radiator Traps		
Part Number (Cage Unit)	FOR (Fit)	Quantity
1797	-	21
1965	Trane 1/2" B2	10
1972	Webster 1/2" 02,502,702	11
1998	Webster 1/2" 512, 3/4" 513	28
Illinois	1G	3
Watson-McDaniel	W-kIT-TT-12-025 1/2"	6

Trap Vent	
Supplier & Part	Quantity
Spirax-Sparco Trap Vent	8

**Welding and Cutting****Weld Fittings**

<i>Pipe Size:</i>	<i>1/4"</i>	<i>3/8"</i>	<i>1/2"</i>	<i>3/4"</i>	<i>1"</i>	<i>1-1/4"</i>	<i>1-1/2"</i>	<i>2"</i>	<i>2-1/2"</i>	<i>3"</i>
Socket 45	-	-	-	9	14	2	-	-	-	-
Socket 90	-	-	-	9	23	9	2	-	-	1
Socket Tee	-	-	-	3	4	7	4	2	-	-
Socket Union	-	-	-	6	5	-	-	-	-	-
Socket Coupler	-	-	-	17	8	5	-	-	-	1
Socket Cap	-	-	-	4	4	-	-	-	-	-
Stainless 45	-	-	-	-	-	-	-	-	-	-
Stainless 90	-	-	-	-	-	4	4	2	-	-
Stainless Tee	-	-	-	-	-	-	-	-	-	-
Stainless Union	-	-	-	-	-	-	-	-	-	-
Stainless Coupler	-	-	-	-	-	5	5	-	-	-

**End Weld**

<i>Pipe Size:</i>	<i>1/4"</i>	<i>3/8"</i>	<i>1/2"</i>	<i>3/4"</i>	<i>1"</i>	<i>1-1/4"</i>	<i>1-1/2"</i>	<i>2"</i>	<i>2-1/2"</i>	<i>3"</i>
45	-	-	-	-	-	-	1	5	4	4
90	-	-	-	-	-	-	5	4	-	2
Tee	-	-	-	-	-	-	-	3	-	-

**End Weld Reducing**

<i>Pipe Size:</i>	<i>1/4"</i>	<i>3/8"</i>	<i>1/2"</i>	<i>3/4"</i>	<i>1"</i>	<i>1-1/4"</i>	<i>1-1/2"</i>	<i>2"</i>	<i>2-1/2"</i>	<i>3"</i>
3/4"x1/2"	2	-	-	-	-	-	-	-	-	-
1"x1/2"	2	-	-	-	-	-	-	-	-	-
1"x3/4"	2	-	-	-	-	-	-	-	-	-
1-1/4"x1/2"	2	-	-	-	-	-	-	-	-	-
1-1/4"x3/4"	1	-	-	-	-	-	-	-	-	-
1-1/4"x1"	2	-	-	-	-	-	-	-	-	-
1-1/2"x1/2"	4	-	-	-	-	-	-	-	-	-
1-1/2"x3/4"	-	-	-	-	-	-	-	-	-	-
1-1/2"x1"	2	-	-	-	-	-	-	-	-	-
1-1/2"x1-1/4"	2	-	-	-	-	-	-	-	-	-
2"x1/2"	2	-	-	-	-	-	-	-	-	-
2"x3/4"	5	-	-	-	-	-	-	-	-	-
2"x1"	-	-	-	-	-	-	-	-	-	-
2"x1-1/4"	1	-	-	-	-	-	-	-	-	-
2"x1-1/2"	2	-	-	-	-	-	-	-	-	-
2-1/2"x1-1/2"	3	-	-	-	-	-	-	-	-	-
2-1/2"x2"	3	-	-	-	-	-	-	-	-	-
3"x1"	1	-	-	-	-	-	-	-	-	-
3"x1-1/2"	1	-	-	-	-	-	-	-	-	-
3"x2"	2	-	-	-	-	-	-	-	-	-
3"x2-1/2"	2	-	-	-	-	-	-	-	-	-
4"x2"	1	-	-	-	-	-	-	-	-	-
4"x2-1/2"	4	-	-	-	-	-	-	-	-	-
4"x3"	7	-	-	-	-	-	-	-	-	-
4"x3-1/2"	2	-	-	-	-	-	-	-	-	-

Cutting		
Type	Quantity	Location
Torch Circle Cutter Tool	1	Shop
Rose Bud Heads	4	Shop
Large Cutting Torch Head MK-250	1	Shop
Victor Torch Valve Assembly	1	Shop
Hypertherm Powermax45 Plasma Cutter	1	Shop
Oxyacetylene w/Cart and Torch Assembly	1	Shop
Oxyacetylene w/Basket and Torch Assembly	1	Shop
Dark Face Shield	2	Shop
Clear Face Shield	2	Shop
Torch Striker	8	Shop
Bolt Cutter	2	Shop
Welding		
Type	Quantity	Location
Lincoln 216 Powermig Wire Feed Welder	1	Shop
Lincoln Idealarc Stick Welder	1	Shop
Welding Helmet	3	Shop
Heated Welding Rod Storage	1	Shop
Steel Welding Table	1	Shop
4 1/2" Welding Tabletop Vise	1	Shop
Miller LH130446M Welder 120/240 with Case	1	Shop
Lincoln Electric Magnum 100 Sq. Spool Gun with Case	1	Shop
Steiner 6'X6' Welding Portable Welding Shield	2	Shop



**Wood Handling****Walking Floor and Dump Truck**

Type	Quantity	Location
Hydraulic Motor (Walking Floor Replacement)	1	Bay 3
Keith Walking Floor Bearings	91	Bay 3
Keith Walking Floor Gaskets	200	Bay 3
Snuggler Gearbox/Motor Assembly for Spike Roller	1	Bay 3
Lincoln 30 HP Motor for Tipper Hydraulic Pump	1	Bay 3
Baldor 10 HP Motor/Gearbox for Walking Floor or Primary Bucket Elevator	1	Bay 3
Century 20 HP Motor for Truck Dump Exit Auger	1	Bay 3
Grizzly Blower Assembly (Under Walking Floor)	1	Bay 3
Lincoln 30 HP (Plant Tipper Hydraulic Pump)	1	Bay 3
Hydraulic Oil Filter Unit	1	Bay 3
Truck Dump Exit Auger Motor	2	Bay 3
Truck Dump Exit Auger Pump	2	Bay 3

**Wood Handling Supplies - Boiler Buckets Primary and Boiler**

Type	Quantity	Location
Boiler Bucket Bolts	150	Shop
Durabucket 10-11X6 SS	23	Shop
Durabucket 12-14X8 SS	24	Shop
WEG 7.5 HP Motor (Boiler Bucket)	1	Shop
Baldor 10 HP Motor (Walking Floor/Primary Bucket Elevator)	1	Bay 3

**Wood Handling Supplies - Silo**

Type	Quantity	Location
Terrell 90' Gearbox Assembly for Silo Sweep Auger (used)	1	Shop
Small Silo Sweep Auger Gearbox	2	Shop
Federal Gear Sweep Auger Gearbox	1	Shop
Linkbelt 100 Rivet Chain 10'	1	Under Silo
Flexco Skirting Assembly	4	Under Silo
5"X11" Conveyor Insert (Silo Entry)	5	Under Silo
4"X10 1/2" Conveyor Insert	5	Under Silo
4" Insert Pedestal (Conveyor)	10	Under Silo
4"X32" Conveyor Insert	12	Under Silo
5" Spiral Conveyor Insert	1	Under Silo
Grate Drive Push Rod	3	Under Silo
Grate Cross Bar Push Rod with Nut	11	Under Silo
3/16"X5" Weld on Steer Horn	31	Under Silo
Magnatrol Level Control	1	Bay 3
Cleveland Vibrator/Control Box	1	Bay 3
2B250 Sheave with Q1X3/4" Bushing	1	Bay 3
Grate Drive Pump	1	Bay 3

Wood Handling Belt / Augur System		
Type	Quantity	Location
Overs Belt Replacement	1	Shop
Adjustable Bearing Shaft for Cross Conveyor	1	Shop
Flexco Belt Connectors	4	Shop
Half Link 50 Size Chain	3	Shop
Half Link 60 Size Chain	4	Shop
Half Link 100 Size Chain	13	Shop
Master Link 50 Size Chain	5	Shop
Master Link 60 Size Chain	7	Shop
Master Link 80 Size Chain	2	Shop
Master Link 100 Size Chain Double Heavy	1	Shop
Master Link 100 Size Chain	1	Shop
Dodge TXT525 Gearbox	2	Shop
Dodge HXT415BS Gearbox	1	Shop
Dodge HXT415CS Gearbox (Truck Dump Exit)	1	Shop
Dodge TXT425AT Gearbox	1	Shop
Falk 4115J25C Gearbox	1	Shop
Falk 2107J25 Gearbox	1	Shop
Falk 5203J25A Gearbox	1	Shop
Falk Gearbox (Unknown Model)	1	Shop
Doerr 200421EH861 Gearbox	1	Shop
Falk Gearbox Bracket	3	Shop
Browning Series 3000 Leveling Screw Motor and Gearbox	1	Shop
Browning Series 3000 Leveling Screw Motor and Gearbox	1	Shop
Magnatrol Level Control	1	Shop
Corrugated Trough Cover	2	Under Silo
Belt Pulling Bracket (in house fabrication)	3	Under Silo
1/2" Shoulder Nut (Sweep Auger Track)	40	Under Silo
1/2" Shoulder Nut (Sweep Auger Track Bagged)	100	Under Silo
Sweep Auger Track	17	Under Silo
Track Sprocket	1	Under Silo
Track Sprocket Shaft	1	Under Silo
Track Sprocket Drive Shaft Coupler	1	Under Silo
B71 Classifier/Primary Bucket Elevator Screw	8	Under Silo
B81 Boiler Feed Bucket Elevator	4	Under Silo
B105 Primary Bucket Elevator	1	Under Silo
BX120 Old Overs Belt	2	Under Silo
5VX 900 Sweep Auger	18	Under Silo
5VX830 Leveling Screw	8	Under Silo
30VX630 Unclassified/Classified Belt	13	Under Silo
Bolt on Conveyor Belt Cleat	3	Under Silo
Sweep Auger Hydraulic Pump Hose	2	Under Silo
Sweep Auger Hydraulic Pump Gearbox Hose	2	Under Silo
Make-A-Belt (Links and Pins) 20'	1	Under Silo
B53 Metering Bin Screw	3	Under Silo
8" x 1/2" Skirtboard 50'	1	Under Silo
17" Boiler Bucket Elevator Belt 27'	1	Under Silo
16" Conveyor Belt (used) 20'	1	Under Silo
6' Weld on Lagging Bracket	15	Under Silo
6' x 5" Lagging Insert	5	Under Silo
WD 110 Chain Links	76	Under Silo
WD 110 Rivet	14	Under Silo
2B 136 Sheave	1	Under Silo
2TB 184 Sheave	1	Under Silo
Century 20 HP Motor (Truck Dump Exit Auger)	1	Bay 3
Track Sprocket Motor	1	Bay 3

Skid Steer Supplies		
Type	Quantity	Location
Hydraulic Filter #8878	1	Bay 3
Hydraulic Filter #8640	1	Bay 3
Water Fuel Filter #131-1812	1	Bay 3
Oil Filter #220-1523	1	Bay 3
Skid Steer Tires	4	Under Silo

Y-Strainer		
New Inventory		
Size	Quantity	Location
1/2"	10	Bay 3
3/4"	1	Bay 3
1"	0	Deployed
1-1/4"	1	Bay 3
1-1/2"	1	Bay 3
2"	0	Deployed
6"	1	Bay 3
Used Inventory		
Size	Quantity	Location
1/2"	3	Bay 3
3/4"	8	Bay 3
1"	2	Bay 3
1-1/4"	0	Deployed
1-1/2"	1	Bay 3
2"	2	Bay 3
1 1/2"	1	Bay 3
4"	1	Bay 3

Software / Hardware	ID	Serial Number	Name	Service Tag	Manufacturer	Model	Owner	Owning Acct/Dept	Supplier	Location
Hardware	6998	R90RGNW6	FM-D608382		Lenovo	ThinkPad L380	Karrie May	Facilities Admin		011 UNIVERSITY ENERGY PLANT
Hardware	4593	MJ073U7E	FM-D609623		Lenovo	ThinkCentre M910s	Russell Smith	Facilities Admin		011 UNIVERSITY ENERGY PLANT
Hardware	99	MJ02LEJC	FM-FRTDSK-WS01		Lenovo	ThinkCentre M93p	Benjamin Tucker	Facilities Admin	Lenovo	011 UNIVERSITY ENERGY PLANT
Hardware	4286	MJ05YVPY	FM-D598782		Lenovo	ThinkCentre M910s	Karrie May	Facilities Admin		011 UNIVERSITY ENERGY PLANT
Hardware	110	MJ02L0N6	FM-D586831		Lenovo	ThinkCentre M93p	Benjamin Tucker	Facilities Admin	Lenovo	011 UNIVERSITY ENERGY PLANT
Hardware	7860	MJ01355N	FM-D583782	D583782	Lenovo	ThinkCentre M93p	Benjamin Tucker	Facilities Admin		011 UNIVERSITY ENERGY PLANT
Hardware	4665	MJ073U7G	FM-D609626		Lenovo	ThinkCentre M910s	Martin Klingele	Facilities Admin		011 UNIVERSITY ENERGY PLANT
Hardware	6799	MJ035MYD	FM-PP-WS03		Lenovo	ThinkCentre M93p	Benjamin Tucker	Facilities Admin		011 UNIVERSITY ENERGY PLANT
Hardware	4344	PC0CJGCA	FM-D589411		Lenovo	ThinkPad T460	Benjamin Tucker	Facilities Admin		011 UNIVERSITY ENERGY PLANT
Hardware	2102	VNBKKCD8T	FM-HPCJ-M477FDN-01		Hewlett-Packard	HP Color LaserJet Pro MFP M477	None	Facilities Admin		011 UNIVERSITY ENERGY PLANT - Room 110
Hardware	3530	MJ04MRZM	FM-D591828		Lenovo	ThinkCentre M900	Benjamin Tucker	Facilities Admin		749 SOUTH CAMPUS CHILLER PLANT
Hardware	123	MJ06J0S1	FM-D609755	D609755	Lenovo	ThinkCentre M910s	Matthew Ligman	Facilities Admin	Lenovo	689 FACILITIES SERVICES - Room 141
Hardware	1969	MJ094341	FM-D611475	D611475	Lenovo	ThinkStation P330 Tiny	Eugene Gussenho	Facilities Admin	CDWG	689 FACILITIES SERVICES - Room 134
Hardware	5696	MJ094342	FM-D611476	D611476	Lenovo	ThinkStation P330 Tiny	Eugene Gussenho	Facilities Admin	CDWG	689 FACILITIES SERVICES - Room 136
Hardware	125	MJ04BMSQ	FM-D591694	D591694	Lenovo	ThinkCentre M900	Eugene Gussenho	Facilities Admin	Lenovo	689 FACILITIES SERVICES - Room 136
Hardware	127	MJ073U79	FM-D609625	D609625	Lenovo	ThinkCentre M910s	Elmer Johnson	Facilities Admin	Lenovo	689 FACILITIES SERVICES - Room 146
Hardware	8176	R994YD1	ITS-TSS-X201		Lenovo	ThinkPad X201	Elmer Johnson	Facilities Admin		
Hardware	70	JCRCPL1	FM-WATERSYSTEM2		Dell Inc.	Precision WorkStation T3500	Elmer Johnson	Facilities Admin	Dell Inc.	689 FACILITIES SERVICES - Room 146
Hardware	144	R9C8RAB	ITS-D570390	D570390	Lenovo	ThinkPad T510	Elmer Johnson	Facilities Admin	Lenovo	689 FACILITIES SERVICES - Room 146
Hardware	71	5K29Q1	FM-ELMERJ		Dell Inc.	Precision WorkStation T3500	Elmer Johnson	Facilities Admin	Dell Inc.	689 FACILITIES SERVICES - Room 146
Hardware	72	3FWB7V1	FM-WATERSYSTEM1		Dell Inc.	Precision WorkStation T3500	Elmer Johnson	Facilities Admin	Dell Inc.	689 FACILITIES SERVICES - Room 146
Hardware	119	MJ033S8H	FM-OFFICE140		Lenovo	ThinkStation P300	Marc Compton	Facilities Admin	Lenovo	689 FACILITIES SERVICES - Room 140
Hardware	120	PC0D5PHJ	FM-D591512	D591512	Lenovo	ThinkPad T460	Marc Compton	Facilities Admin	Lenovo	689 FACILITIES SERVICES - Room 140
Hardware	122	MJ047ZT4	FM-D591605	D591605	Lenovo	ThinkStation P310	Marc Compton	Facilities Admin	Lenovo	689 FACILITIES SERVICES - Room 141

**SCHEDULE 4**

[INTENTIONALLY OMITTED]

**SCHEDULE 5****UTILITY FEE*****Calculation of Utility Fee***

The Utility Fee for any given Fiscal Year shall be calculated as follows: (i) the Fixed Fee, *plus* (ii) Return on Equity Factor multiplied by 0.4 multiplied by the Variable Fee Component *plus* (iii) Cost of Debt Factor multiplied by 0.6 multiplied by the Variable Fee Component *plus* (iv) the Capital Recovery Amount *plus* (v) the Operating Fee.

For the purposes of all calculations hereunder, all dollar amounts will be rounded to the nearest dollar, and all decimals, such as the Cost of Debt Factor and Return on Equity Factor, shall be rounded to the ten-thousandths place.

Notwithstanding anything to the contrary contained herein, costs or expenses may only be included in one component of the Utility Fee for any given period, and the Concessionaire shall not be entitled to double-count such costs or expenses in any one period.

The Parties acknowledge that the purpose of the formula to calculate the Utility Fee is to approximate a reasonable and market rate to be paid by the University for the Utility Services commensurate of what would be paid for such services in the applicable market and is not intended to reflect Concessionaire's actual cost of debt, return on equity, return of capital, tax liability or similar items.

***Abandoned Capital Improvements***

If any New Approved Capital Improvement Costs were included in the calculation of the Utility Fee in any Fiscal Year for a Capital Improvement that the University subsequently determines, in its reasonable discretion, that the Concessionaire has abandoned and does not ever intend to complete and bring into service for reasons other than a University Directive, a Delay Event, an Adverse Action or any other change in requirements by the University, those New Approved Capital Improvement Costs shall be removed from the Variable Fee Component and the Unrecovered Balance for each such Fiscal Year, and the Concessionaire shall promptly after receipt of notice of such determination recalculate the Utility Fee for such Fiscal Years resulting from the removal of such New Approved Capital Improvement Costs and pay to the University, within 30 Days of the determination by the Concessionaire, the difference between the Utility Fee actually paid by the University and the Utility Fee that the University would have paid if those New Approved Capital Improvement Costs had not been included.

***Exhibit A***

Attached hereto as Exhibit A is an illustrative mathematical explanation and example of the Utility Fee formula, which, in the event of a conflict between Exhibit A and such formula, the formula set forth above shall control.

***Exhibit B***

Attached hereto as Exhibit B is an illustrative mathematical explanation and example of the Capped O&M Index formula and the Uncapped O&M Costs, which, in the event of a conflict

between Exhibit B and such formula, the formula set forth in the definition of “Capped O&M Index” and the definition of “Uncapped O&M Costs” shall control.

### ***Definitions***

“Capital Improvement Cost” shall mean the lesser of (i) the actual, out-of-pocket costs incurred by the Concessionaire (which costs and expenses shall include payments due and payable by the Concessionaire to the Operator or other Contractors pursuant to an Operating Agreement or similar agreement to the extent disclosed in the Concessionaire’s request for approval of such Capital Improvement pursuant to Article 4 of the Concession Agreement) in bringing a Capital Improvement into service, which may include insurance, any applicable sales or use tax, incremental financing costs and bonding costs and (ii) the amount budgeted for such Capital Improvement in the University’s Approval therefor (which may include amounts payable to the Operator that are included in such Approval) which shall be increased by any reasonable, actual out-of-pocket costs incurred by the Concessionaire due to a Delay Event that were unavoidable for reasons outside the Concessionaire’s control, but excluding any amount budgeted for non-capital expenses with respect to such Capital Improvement, in each case taking into account any actual or anticipated tax credits or other benefits that will accrue to the Concessionaire (but only as and when such tax credit inures to the benefit of the Concessionaire and in the manner contemplated by the Approval of such Capital Improvement, if contemplated thereby), provided that, upon written request of the Concessionaire, the University shall have the right, in its sole discretion, to increase the Capital Improvement Cost by some or all of the amount that the actual out-of-pocket costs incurred for such Capital Improvement exceeds the amount Approved therefor.

“Capital Recovery Amount” shall mean the sum of the results of the following calculation, calculated separately for each New Approved Capital Improvement: (i) the New Approved Capital Improvement Costs incurred in the immediately prior Fiscal Year, *divided by* (ii) the Recovery Period for such New Approved Capital Improvement; which Capital Recovery Amount shall be included in each Fiscal Year’s Utility Fee thereafter until such time as the Unrecovered Balance for such New Approved Capital Improvement Costs equals \$0; provided that, for the avoidance of doubt the Recovery Period for a New Approved Capital Improvement may extend beyond the Term.

“Capped O&M Ceiling” shall mean 102.0% of the Capped O&M Index for an applicable Fiscal Year.

“Capped O&M Index” shall mean for the applicable Fiscal Year (the “Subject Fiscal Year”) the three-year arithmetic average of Capped O&M Costs for the 3 previous Fiscal Years, regardless of whether the University or the Concessionaire was operating the Utility System (provided that for the Fiscal Years in which the University operated the Utility System, the Capped O&M Costs shall be the costs incurred or accrued by the University that are analogous to the categories of the Capped O&M Costs), provided that (A) when calculating such arithmetic average, the 3 previous Fiscal Years’ of Capped O&M Costs shall each be Adjusted for Inflation as follows: each of the previous Fiscal Years’ Capped O&M Costs shall be multiplied by (I) the CPI Index in the Subject Fiscal Year *divided by* (II) the CPI Index in such previous Fiscal Year, provided that, in no event, shall the Capped O&M Costs be reduced as a result of being Adjusted for Inflation and



(B) for purposes of calculating the Capped O&M Costs to be part of the three-year arithmetic average of Capped O&M Costs for the Capped O&M Index in a Subject Fiscal Year, the Capped O&M Costs for any Fiscal Year used in such calculation shall not exceed the Capped O&M Ceiling for that Fiscal Year, except that the University may, in its sole discretion, approve the inclusion of any Capped O&M Costs above the Capped O&M Ceiling in such calculation. Notwithstanding the foregoing, costs identified in the definition of “Capped O&M Costs” (i) related to (1) a New Approved Capital Improvement after it has been brought into service or (2) an Ongoing Utility System Project after it has been transferred to the Concessionaire and becomes part of the Utility System, (ii) related to operations and maintenance that are reasonably necessary to cause the Utility System or Utility System Operations to comply with the enactment of a new Law or the modification, amendment or change in enforcement or interpretation of a Law (including a change in the application or implementation thereof by any Governmental Authority) arising after the Setting Date or (iii) for any other adjustments to the Capped O&M Index made pursuant to the Agreement (including pursuant to Section 2.5(d), Section 2.5(k), Section 3.23, Section 5.1 and Section 6.3(a)) shall not be included in the calculation of the Capped O&M Index in each case, for the first 3 Fiscal Years (and any partial Fiscal Year) after the applicable occurrence (the “O&M Test Period”) as, for the avoidance of doubt, they will have been included as “Uncapped O&M Costs” pursuant to subclauses (p), (q) and (r) of the definition thereof for the applicable O&M Test Period. After the O&M Test Period elapses for each such occurrence, those costs that would otherwise be Capped O&M Costs but for the immediately prior sentence shall thereafter be included in the calculation of the Capped O&M Index and they shall be applied to increase the Capped O&M Index and the calculation of the historic Capped O&M Costs for each full Fiscal Year within the applicable O&M Test Period solely for the purpose of calculating the Capped O&M Index for the Fiscal Year immediately after such O&M Test Period and the subsequent two Fiscal Years. Notwithstanding the foregoing, the University and the Concessionaire hereby acknowledge and agree that, for purposes of calculating the Capped O&M Index, the Capped O&M Costs for the Fiscal Years ending June 30, 2018, June 30, 2019 and June 30, 2020 are deemed to be \$2,635,157.74, \$2,714,772.30 and \$3,182,966.81, respectively, which, for the avoidance of doubt, shall be Adjusted for Inflation in accordance with this definition of “Capped O&M Index”. For the further avoidance of doubt, to determine the CPI Index for a Fiscal Year hereunder, the Parties shall calculate the arithmetic average of the monthly CPI Index for each month during such Fiscal Year and such average shall be the CPI Index for that Fiscal Year.

“Cost of Debt Factor” shall be .0230, which shall be adjusted at the end of each fifth Fiscal Year (starting on June 30, 2026), to be the “yield-to-worst”, expressed as a decimal, as such term is defined in the Barclays Baa U.S. Corporate Investment Grade Index using the “LCBIYW” ticker as of the date hereof (or if such index is no longer published, such other index as reasonably agreed by the Concessionaire and the University), which adjustment shall not be considered an amendment or modification of this Schedule 5 or the method of calculation of the Utility Fee and shall not require the approval of either the Concessionaire or the University. The Concessionaire shall have the right, with the University’s Approval which may be withheld in its sole discretion, to set the Cost of Debt Factor for a portion of the Variable Fee Component attributable to the Unrecovered Balance of a New Approved Capital Improvement based on the actual cost of debt incurred by the Concessionaire with respect to such New Approved Capital Improvement.

“Fixed Fee” shall mean \$7,600,000, increased by 1.5% to \$7,714,000 on July 1, 2026 for the Fiscal Year ending on June 30, 2027 and by 1.5% at the start of each Fiscal Year thereafter. For the avoidance of doubt, the Fixed Fee is compensation for (i) the Concessionaire performing the Utility Services as set forth in the Agreement, (ii) the risks and liabilities undertaken by the Concessionaire in the Agreement for which the Concessionaire may not otherwise be compensated under the Agreement and (iii) the expertise and technical know-how that the Concessionaire is expected to bring to bear on the Utility System and the Utility System Operations.

“New Approved Capital Improvement” shall mean a Capital Improvement that was, or is being, constructed by the Concessionaire and is or will be brought into service as part of the Utility System.

“New Approved Capital Improvement Cost” shall mean the Capital Improvement Cost of a New Approved Capital Improvement.

“Operating Fee” shall mean the sum of (i) the Capped O&M Index, as may be adjusted in accordance with the definition thereof, (ii) the Annual Savings Incentive and (iii) the Uncapped O&M Costs.

“Relevant Region” shall mean Idaho, Montana, Nevada, Oregon, Utah, Washington and Wyoming.

“Return on Equity Factor” shall mean .0966, which shall be adjusted at the end of each 5th Fiscal Year (starting on June 30, 2026) to be the mean average of all return on equity percentages (as expressed as a decimal) for the investor-owned electric, gas or water public utilities in the Relevant Region approved within the previous 10 Fiscal Years, to the extent approved by a publicly-available, final, non-appealable order (or its equivalent) issued by the relevant public utilities commission or court of competent jurisdiction, which shall be determined (a) with respect to electric and gas public utilities, using the *CapitalIQ Market Intelligence* platform, or if such platform no longer exists, a replacement platform as determined by the University, acting reasonably, based on the following search terms: (i) peer set based on regulated electric, natural gas, and water utilities in the Relevant Region and (ii) regulatory rate case filings; mean of the approved cases within the last 10 years and (b) with respect to water public utilities, using the information published by the applicable commissions within the Relevant Region. For the avoidance of doubt, the foregoing adjustment shall not be considered an amendment or modification of this Schedule 5 or the method of calculation of the Utility Fee and shall not require the approval of either the Concessionaire or the University.

“Unrecovered Balance” shall mean for the New Approved Capital Improvement Costs incurred in any prior Fiscal Year, an amount equal to (i) those New Approved Capital Improvement Costs in such Fiscal Year less (ii) the aggregate Capital Recovery Amount that has been paid in the calculation of the Utility Fee in prior Fiscal Years that are attributable to such New Approved Capital Improvement Costs.

“Variable Fee Component” shall mean the sum of all Unrecovered Balances.

Exhibit A

## CALCULATION OF UTILITY FEE

*Formula*

$$UF = FF + (ROE \times 0.4 \times VFC) + (COD \times 0.6 \times VFC) + CRA + OF$$

COD = Cost of Debt Factor

CRA = Capital Recovery Amount

FF = Fixed Fee

OF = Capped O&M Index + Annual Savings Incentive + Uncapped O&M Costs

ROE = Return on Equity Factor

UF = Utility Fee

VFC = Variable Fee Component

*Exemplar*

As an exemplar only to illustrate a portion of the calculation of the Utility Fee, below shows the calculation for clauses (ii) and (iii) of the Utility Fee formula and the Capital Recovery Amount for Fiscal Years 2021, 2022 and 2023, assuming that (a) \$1,000,000 is incurred as a New Approved Capital Improvement Cost in Fiscal Year 2020 for a New Approved Capital Improvement with an Recovery Period of 20 years with no further New Approved Capital Improvement Costs in 2021, 2022 and 2023, (b) the Return on Equity Factor is 0.10 and (c) the Cost of Debt Factor is 0.04. For the avoidance of doubt, none of these assumptions shall be binding on the University or the Concessionaire, and they are not intended to reflect any expectations of either Party or the actual calculation of the Utility Fee.

Fiscal Year 2020

Utility Fee clause (ii) = \$0, calculated as follows:  $0.1 \times 0.4 \times \$0$

Utility Fee clause (iii) = \$0, calculated as follows:  $0.04 \times 0.6 \times \$0$

Capital Recovery Amount = \$0

Fiscal Year 2021

Utility Fee clause (ii) = \$40,000, calculated as follows:  $0.1 \times 0.4 \times (\$1,000,000 - \$0)$

Utility Fee clause (iii) = \$24,000, calculated as follows:  $0.04 \times 0.6 \times (\$1,000,000 - \$0)$

Capital Recovery Amount = \$50,000, calculated as follows:  $\$1,000,000 / 20$

Fiscal Year 2022

Utility Fee clause (ii) = \$38,000, calculated as follows:  $0.1 \times 0.4 \times (\$1,000,000 - \$50,000)$

Utility Fee clause (iii) = \$22,800, calculated as follows:  $0.04 \times 0.6 \times (\$1,000,000 - \$50,000)$

Capital Recovery Amount = \$50,000, calculated as follows:  $\$1,000,000 / 20$

As an exemplar only to illustrate the calculation of the Baseline Capped O&M Costs and thereby the Annual Savings Incentive sub-component of the Operating Fee component of the Utility Fee for Fiscal Year 2023, assuming that:

- (a) Capped O&M Index is \$10,000,000 for Fiscal Year 2021 (the first full Fiscal Year),
- (b) CPI Index is 1.022 in Fiscal Year 2022 and 1.023 in Fiscal Year 2023, and
- (c) forecasted annual operations and maintenance costs attributable to all Approved Capital Improvements and Material Changes is \$50,000 in 2023, and
- (d) actual Capped O&M Index is \$9,550,000 for Fiscal Year 2023,

then:

Baseline Capped O&M Costs = \$10,505,060 calculated as follows:  $\$10,000,000 \times 1.022 \times 1.023 + \$50,000$

Total savings = \$955,060 calculated as follows:  $\$10,505,060 - \$9,550,000$

Annual Savings Incentive = \$477,530, calculated as follows:  $\$955,060 \times 0.5$

Exhibit B

## CAPPED O&amp;M INDEX CALCULATION

*Formula*

COMI = 3Y O&M Average

UOMC = OUOMC + NACI O&M + OUSP O&M + NL O&M + OA O&M

COMI = Capped O&M Index

3Y O&M Average = three-year arithmetic average of Capped O&M Costs for last 3 previous Fiscal Years as adjusted by clauses A & B of the COMI definition.

OUOMC = Uncapped O&M Costs other than NACI O&M, OUSP O&M, NL O&M or OA O&M

NACI O&M = annual operations and maintenance costs for New Approved Capital Improvements in the applicable O&M Test Period.

OUSP O&M = annual operations and maintenance costs for Ongoing Utility System Projects in the applicable O&M Test Period.

NL O&M = forecasted annual operations and maintenance costs for compliance with new Laws in the applicable O&M Test Period.

OA O&M = other adjustments to the COMI permitted by the Agreement in the applicable O&M Test Period.

*Exemplar*

As an exemplar only to illustrate the portion of the calculation of the Utility Fee related to the calculation of the Capped O&M Index and Uncapped O&M Costs for 2024, set forth below is the calculation of the Operating Fee using the hypothetical amounts set forth in the table below. For avoidance of doubt, none of these assumptions shall be binding on the University or the Concessionaire, and they are not intended to reflect any expectations of either Party as to the actual calculation of the Capped O&M Index or Uncapped O&M Costs.

Year	CPI	COMI	COM Costs	NACI O&M	OUSP O&M	NL O&M	OA O&M	OUOMC
2021	260	2.1 MM	2.11 MM	0	0	0	0	0
2022	280	2.15 MM	2.3 MM	.02 MM <sup>1</sup>	.03 MM <sup>1</sup>	.025 MM <sup>1</sup>	.01 MM <sup>1</sup>	0
2023	310	2.26 MM	2.12 MM	.02 MM <sup>1</sup>	.03 MM <sup>1</sup>	.025 MM <sup>1</sup>	.01 MM <sup>1</sup>	.01 MM
2024	290	2.245 MM		.02 MM <sup>1</sup>	.03 MM <sup>1</sup>	.025 MM <sup>1</sup>	.01 MM <sup>1</sup>	.01 MM

For Example, the 3Y O&M Average For Subject Fiscal Year of 2023 would be calculated as follows:

((2024 CPI / 2021 CPI, but no less than 1) \* 2021 Capped O&M Costs, but the 2021 Capped O&M Costs can be no more than 102% of 2021 COMI, *plus* (2024 CPI / 2022 CPI, but no less than 1) \* 2022 Capped O&M Costs, but the 2022 Capped O&M Costs can be no more than 102% of 2022 COMI, *plus* (2024 CPI / 2023 CPI, but no less than 1) \* 2023 Capped O&M Costs, but the 2023 Capped O&M Costs can be no more than 102% of 2023 COMI) / 3

((290 / 260 = 1.11 \* 2.11 = \$2.342 MM) + (290 / 280 = 1.036 \* 2.193 (limited by 1.02 of COMI) = \$2.272) + (290 / 310 (can't be less than 1) = 1 \* 2.12 = \$2.12 MM)) / 3 = \$2.245 MM

\$2,245,000 COMI + \$20,000 NACI O&M + \$30,000 OUSP O&M + \$25,000 NL O&M + 10,000 OA O&M + \$10,000 OUOMC = \$2,340,000

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<sup>1</sup> Such amounts would be included in the Capped O&M Index for Fiscal Years 2022, 2023 and 2024 (as adjusted by the CPI Index) solely for the purpose of calculating the Capped O&M Index for Fiscal Years 2025, 2026 and 2027, as applicable.



**SCHEDULE 6****EXISTING SUPPLY CONTRACTS**

- Wood Fuel Contract: UI-596 (Idaho Cedar Sales – Utility Service Heating/Cooling) by and between the University and Idaho Cedar Sales, dated January 1, 2017
- IGI Resources BP Broker: Contract #2700439 (Natural Gas Broker) by and between the University and IGI Resources, Inc., dated July 27, 2009 as renewed on September 27, 2018
- Electric Service Agreement: M-04894 (Supply Agreement – Electricity) by and between the University and Avista Corporation (formerly known as the Washington Water Power Company), dated October 3, 1994
- Natural Gas Transportation Service Agreement M-0390 (Supply Agreement – Natural Gas) by and between the University and Avista Corporation (formerly known as the Washington Water Power Company), dated December 17, 1998
- Standby Gas Agreement, by and between the University and Avista Corporation (formerly known as the Washington Water Power Company), dated December 2, 1992, as amended on April 29, 1993
- Small Generator Interconnect Agreement “SGIA”: 2020-846 (Supply Agreements), by and between the University and Avista Corporation, dated June 9, 2020

## SCHEDULE 7

## FORM OF LEGAL OPINION OF COUNSEL TO THE UNIVERSITY

\_\_\_\_\_, 202\_\_

[Concessionaire]

[Leasehold Mortgagee]<sup>2</sup>

Re: Long-Term Lease and Concession Agreement  
for University of Idaho Utility System

Ladies and Gentlemen:

I am employed at the University of Idaho as Special Associate General Counsel and am acting as institution counsel with full authority to represent the University of Idaho, in connection with the Long-Term Lease and Concession Agreement for the University of Idaho Utility System, dated [November \_\_, 2020] as (the “Concession Agreement”), between The Regents of the University of Idaho (the “University”) and [\_\_\_\_\_] (the “Concessionaire”). This opinion letter is delivered to you pursuant to Section 2.4(a)(iv) of the Concession Agreement. Capitalized terms used herein and not otherwise defined herein have the meanings assigned to such terms in the Concession Agreement. With your permission, all assumptions and statements of reliance herein have been made without any independent investigation on our part except to the extent, if any, otherwise expressly stated herein, and we express no opinion with respect to the subject matter or accuracy of the assumptions or items upon which we have relied.

In connection with the opinions expressed herein, we have examined the following documents:

- (i) an executed copy of the Concession Agreement;
- (ii) an executed copy of the Memorandum of Lease Agreement, dated the same date as this letter (“Memorandum of Lease”) and, together with the Concession Agreement, the “Transaction Documents”), by and between the University and the Concessionaire; and
- (iii) a copy of the resolution adopted by The Regents of the University of Idaho on [November \_\_, 2020] (the “Resolution”).

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<sup>2</sup> **NTD:** These will be the names of the Leasehold Mortgagees requested by the Concessionaire prior to Closing that are providing Leasehold Mortgage Debt at the Time of Closing in accordance with the Concession Agreement.

In all such examinations, we have assumed the legal capacity of all natural persons executing documents, the genuineness of all signatures (other than those of the University) on the Transaction Documents, the authenticity of original and certified documents, and the conformity to original documents of all copies submitted to us as conformed or reproduction copies. Without limiting the foregoing, we have assumed that all public records furnished to us (including, without limitation, the Resolution) are true, correct, and complete copies thereof and that such records have not been amended, modified or supplemented. As to various questions of fact relevant to the opinions expressed herein, we have relied upon, and assume the accuracy of, representations and warranties contained in the Transaction Documents and certificates and oral or written statements and other information of or from representatives of the University and others, and we have assumed compliance on the part of the University with its covenants and agreements contained therein.

Based upon the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that:

(a) The University is an institution of higher education and body corporate and politic of the State of Idaho.

(b) The University has the legal right, power and authority to enter into the Transaction Documents and to perform its obligations under the Concession Agreement.

(c) The meeting of The Regents of the University of Idaho on [November \_\_, 2020], at which the Resolution was duly adopted by The Regents of the University of Idaho, was called and held pursuant to all applicable law, all public notices required by law were given, and the actions taken at the meeting, insofar as such actions related to the Resolution, were legally and validly taken.

(d) The execution and delivery to the Concessionaire by the University of the Transaction Documents and the performance by the University of its obligations under the Concession Agreement have been duly authorized by all necessary action on behalf of the University.

(e) The Transaction Documents have been duly executed and delivered on behalf of the University, and the Concession Agreement constitutes a valid and binding obligation of the University, enforceable against the University in accordance with its terms.

(f) The Memorandum of Lease, if properly recorded in the records of Latah County, Idaho, is effective to give constructive notice of the Concession Agreement for purposes of the examination of interests in the property subject to the Concession Agreement.

(g) You have requested our advice as to whether a state court of the State of Idaho would give effect to the choice of law provision contained in Section 20.6 of the Concession Agreement (collectively, the “Choice of Law Provision”). In any proceeding brought in a State of Idaho court or a federal court in the State of Idaho (collectively, a “State Court”) to enforce against the University the provisions of the Concession Agreement, such State Court in applying state conflict of law principles would recognize the choice of law provisions contained in the Concession Agreement; provided, however, (a) the law of the State of Idaho will govern the

validity, perfection, priority, enforcement and interpretation of interests in real property (including anti-deficiency limitations), and of a security interest in tangible personal property located in Idaho; and (b) the State Court will not enforce an exclusive forum selection clause.

(h) The execution and delivery to the Concessionaire by the University of the Transaction Documents and the performance by the University of its obligations under the Concession Agreement do not require under present law, or present regulation of any governmental agency or authority, of the State of Idaho, any filing or registration by the University with, or approval or consent to the University of, any governmental agency or authority of the State of Idaho that has not been made or obtained except those required in the ordinary course of business in connection with the performance by the University of its obligations under certain covenants contained in the Concession Agreement.

This opinion letter is subject to the qualifications that (i) the enforceability of the Transaction Documents may be limited by bankruptcy, insolvency and similar laws affecting creditors' rights generally (ii) the enforceability of the Transaction Documents may be limited by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); and (iii) the enforceability of certain rights and remedies provided in the Transaction Documents are or may be unavailable or limited by certain laws and judicial decisions.

In addition, the opinions set forth above are subject to the following limitations, qualifications and assumptions:

(i) Those of our opinions that relate to specified agreements or other documents do not extend to agreements, instruments or other documents referenced in the specified agreements or other documents, including but not limited to the Leasehold Mortgage (even if incorporated therein by reference), or to any exhibits, annexes, or schedules that are not attached to said agreements or documents.

(ii) The enforceability of the Transaction Documents is subject to the qualification that certain remedies, waivers and other provisions of the Transaction Documents may be rendered ineffective, or limited, by applicable Idaho laws or judicial decisions governing such remedies, waivers and provisions, but the inclusion of such remedies, waivers and provisions does not affect the validity or enforceability of the other provisions thereof and in the event the University does not comply with the material terms of a Transaction Document, the Concessionaire may exercise remedies that would normally be available under Idaho law provided it proceeds in accordance with Idaho law.

(iii) None of the opinions or other advice contained in this opinion letter considers or covers: (a) any federal or state securities (or "blue sky") laws or regulations or Federal Reserve Board margin regulations; (b) federal or state antitrust and unfair competition laws and regulations, pension and employee benefit laws and regulations, compliance with fiduciary duty requirements, federal and state environmental, land use and subdivision, tax, racketeering (e.g., RICO), health and safety (e.g., OSHA), and labor laws and regulations, federal and state laws, regulations and policies concerning national and local emergency, possible judicial deference to acts of sovereign states and criminal and civil forfeiture laws, and other federal and state statutes

of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes); (c) compliance with zoning, health, safety, building, environmental, land use or subdivision laws, ordinances, codes, rules and regulations; (d) ERISA laws, rules and regulations; (e) compliance with public utilities commission rules and regulations; or (f) whether or not any specific consent or approval is required from any federal or local agency or department.

(iv) We express no opinion (a) as to the priority of any security interest and (b) regarding the perfection of any security interest in money, letter of credit rights, collateral of a type represented by a certificate of title, any property for which a federal statute or treaty provides for registration or specifies a place of filing different from that specified in the applicable Uniform Commercial Code, commercial tort claims, crops, farm products, timber to be cut, as-extracted collateral, or consumer goods and (c) the effectiveness of any supergeneric description of the collateral in the Transaction Documents, if any.

(v) We made no examination of, and express no opinion as to, the status of title to the personal property covered by the Transaction Documents or the existence of any liens, charges or encumbrances thereon. Further, we express no opinion as to the relative priority of the security interests created by the Transaction Documents.

(vi) To the extent our opinions relate to the creation or perfection of a security interest in general intangibles or an assignment thereof, Idaho law may limit or otherwise affect the creation or perfection of a security interest or an assignment in licenses, contracts, permits, agreements, or similar consents or certificates issued by an Idaho governmental authority (such as water right permits, liquor licenses, operating licenses, regulatory agreements, and tax credit agreements) to the extent that applicable statutes or regulations prohibit or limit the creation or enforcement of a security interest therein or require authorization, approval or other action by, or notice to or filing with, any Idaho governmental authority for the creation or enforcement of such a security interest.

(vii) We express no opinion regarding any zoning or land use issues, nor as to the need for or existence of any general business licenses or permits.

(viii) The law covered by this opinion letter is limited to the law of the State of Idaho. We express no opinion as to what law might be applied by any other courts to resolve any issue addressed in this opinion letter. We advise you that issues addressed by this opinion letter may be governed in whole or in part by other laws, but we express no opinion as to whether any relevant difference exists between the laws upon which our opinions are based and any other laws that may actually govern, and we express no opinion with respect to the statutes, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority of any jurisdiction. We have assumed that you have complied with all state and/or federal laws and regulations applicable to you arising out of the Concession Agreement.

(ix) The opinions set forth in this opinion letter are limited to the matters expressly stated herein, and no opinion is implied or may be inferred beyond the matters expressly so stated. The opinions and this opinion letter are as of the date hereof and we assume no

obligation to inform you of changes in law or facts subsequent to the date hereof or facts of which we become aware after the date hereof.

(x) To the extent it may be relevant to the opinions expressed herein, we have assumed that the parties to the Transaction Documents (other than the University) have the power to enter into and perform such documents and to consummate the transactions contemplated thereby, that such parties have complied with all federal and state laws and regulations applicable to them, and that such documents have been duly authorized, executed and delivered by, and constitute legal, valid and binding obligations of, such parties. For purposes of our opinions above insofar as they relate to the University, except as expressly otherwise provided in the opinions above with respect to filings, registrations, approvals or consents of a governmental agency or authority of the State of Idaho, we have assumed that the University has obtained all requisite third party and governmental authorizations, consents and approvals, and made all requisite filings and registrations, necessary to execute, deliver and perform the Transaction Documents. Except for the opinions provided above, we express no opinion and make no statements concerning any state or federal law, rule, regulation, order, decree or judgment, or any instrument or agreement, binding upon or applicable to the University or its properties.

(xi) The opinions expressed herein are solely for the benefit of the addressee hereof, and solely in connection with the transaction referred to herein, and may not be relied on by such addressee for any other purpose or in any manner or for any purpose by any other person or entity.

Very truly yours,

Kent E. Nelson  
Special Associate General Counsel

**SCHEDULE 8**  
**FORM OF LEGAL OPINION OF COUNSEL TO THE CONCESSIONAIRE<sup>3</sup>**

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<sup>3</sup> **NTD:** To be produced by the Concessionaire prior to Closing.



## SCHEDULE 9

### FINANCIAL INFORMATION

Year Date	Historical			
	2017A 6/30/17	2018A 6/30/18	2019A 6/30/19	2020A 6/30/20
<b><u>Labor Costs</u></b>				
(+) UES Salaries (includes Fringe Benefits)	\$1.704	\$1.677	\$1.904	\$2.129
(+) Administrative Overhead	\$0.115	\$0.118	\$0.139	\$0.147
<b>Total Labor</b>	<b>\$1.819</b>	<b>\$1.795</b>	<b>\$2.043</b>	<b>\$2.276</b>
<b><u>Outsourced Services</u></b>				
(+) Operations	\$0.208	\$0.309	\$0.322	\$0.164
(+) Maintenance	\$0.045	\$0.013	--	\$0.002
(+) Professional Services	\$0.007	\$0.023	\$0.014	\$0.022
<b>Total Outsourced Services</b>	<b>\$0.260</b>	<b>\$0.345</b>	<b>\$0.336</b>	<b>\$0.188</b>
<b><u>Outsourced Materials</u></b>				
(+) Operations	\$0.003	\$0.001	--	\$0.391
(+) Maintenance	\$0.025	\$0.002	\$0.001	\$0.021
(+) Water Chemistry	\$0.167	\$0.144	--	--
<b>Total Outsourced Materials</b>	<b>\$0.195</b>	<b>\$0.147</b>	<b>\$0.001</b>	<b>\$0.411</b>
<b><u>Other Costs</u></b>				
(+) Communications Services, Postal and Advertising	\$0.012	\$0.004	\$0.007	\$0.003
(+) Professional Licensure, Memberships, Dues and Subscriptions	\$0.005	\$0.008	\$0.006	\$0.004
(+) SCADA and Network Instruments and Hardware	\$0.020	\$0.004	\$0.001	\$0.000
(+) Office Computer Hardware, Software and Instruments	\$0.017	\$0.004	\$0.008	\$0.016
(+) Testing Equipment	\$0.005	\$0.005	\$0.000	\$0.002
(+) Durable Tools and Operating Equipment	--	--	\$0.000	\$0.000
(+) Consumables, Tools, PP&E and Operating Equipment	\$0.007	\$0.005	\$0.010	\$0.002
(+) Office Materials, Furniture and Consumables	\$0.001	\$0.004	--	\$0.001
(+) Travel, Conference fees, Parking and Registration	\$0.025	\$0.012	\$0.013	\$0.000
(+) Machinery and Equipment	\$0.002	\$0.026	--	\$0.005
(+) Vehicle Maintenance and Fuel	\$0.011	\$0.011	\$0.009	\$0.015
(+) Vehicle Registration, Licensure and Insurance	\$0.001	\$0.001	\$0.000	\$0.000
(+) Rental, Leases, and Miscellaneous	\$0.008	\$0.000	\$0.000	--
(+) Surplus, Salvage, and Resale	\$0.001	\$0.000	--	--
<b>Total Other</b>	<b>\$0.116</b>	<b>\$0.084</b>	<b>\$0.055</b>	<b>\$0.050</b>
<b><u>Adjustments</u></b>				
(+) Central University Administrative Overhead	\$0.197	\$0.201	\$0.226	\$0.215
(+) Annual Premium for Utility Insurance	\$0.053	\$0.063	\$0.053	\$0.044
<b>Total Adjustments</b>	<b>\$0.250</b>	<b>\$0.264</b>	<b>\$0.280</b>	<b>\$0.259</b>
<b>Total O&amp;M Cost Incurred</b>	<b>\$2.641</b>	<b>\$2.635</b>	<b>\$2.715</b>	<b>\$3.183</b>
<i>Growth %</i>		(0.22%)	3.02%	17.25%

**SCHEDULE 10****PERMITTED UNIVERSITY ENCUMBRANCES**

1. Easements as per the recorded plat thereof.
2. All rights of way for public utilities and public roads as the same now exists .
3. A Deed of Trust, recorded September 9, 2019 as Instrument No. 601053
4. Easement, recorded June 2, 1927 in Book 85 of Deeds of Page 322, records of Latah County, Idaho.
5. City of Moscow Ordinance No. 478 vacating streets and alleys, recorded February 23, 1967 as Instrument No. 236445, records Latah County, Idaho.
6. Underground Power Line Easement granted to the Washington Water Power Company, recorded June 28, 1967 as Instrument No. 238223, records of Latah County, Idaho.
7. Permanent Underground Utility Easement granted to the City of Moscow, recorded April 11, 1985 as Instrument No. 343375, records of Latah County, Idaho.
8. Right of way Deed granted to the City of Moscow, recorded March 7, 1984 as Instrument No. 335055, records of Latah County, Idaho.
9. Easement Agreement between DT Barrett and YC McNease Partnership, recorded May 16, 1984 as Instrument No. 336592, records of Latah County, Idaho.
10. Right of Way Easement granted to the Washington Water Power Company, recorded August 27, 1984 as Instrument No. 338892, records of Latah County, Idaho.
11. Permanent Railroad Crossing Signal Easement granted to the City of Moscow, recorded April 11, 1985 as Instrument No. 343374, records of Latah County, Idaho.
12. Right of Way Easement granted to Washington Water Power Company, recorded June 16, 1988 as Instrument No. 366140, records of Latah County, Idaho.
13. Permanent Railroad Crossing Signal Easement recorded August 2, 1988 as Instrument No. 366951, records of Latah County, Idaho.
14. Right of Way Easement granted to the Washington Water Power Company, recorded November 9, 1988 as Instrument No. 368419, records of Latah County, Idaho.
15. Permanent Utility Easement granted to the City of Moscow, recorded March 9, 2017 as instrument No. 584291, records of Latah County, Idaho.
16. Purchase and Sale Agreement for Quit Claim Deed and Temporary Construction, between Wells Fargo and the City of Moscow, recorded March 22, 2017 as Instrument No. 584527, records of Latah County, Idaho.

17. Permanent Easement granted to the City of Moscow, recorded April 7, 1986 as Instrument No. 350908, records of Latah County, Idaho.
18. City of Moscow Ordinance No. 1029, vacated streets, recorded March 10, 1961 in Book 10 of Miscellaneous at Page 189, records of Latah County, Idaho.
19. Memorandum of Ground Lease, recorded January 9, 2002 as Instrument No. 462546, records of Latah County, Idaho.
20. Development Agreement, recorded December 9, 2002 as instrument No. 471357, records of Latah County, Idaho.
21. Assignment and Assumption of Ground Lease, recorded October 25, 2007 as Instrument No. 518056, records of Latah County, Idaho.
22. Assignment and Assumption of Ground Lease, recorded March 16, 2016 as Instrument No. 577599, records of Latah County, Idaho.
23. Deed of Trust, recorded March 16, 2026 as Instrument No 577600.
24. Assignment of Rents and Leases, recorded March 16, 2016 as Instrument No. 577601, records of Latah County, Idaho.
25. Ground Lease Estoppel and Agreement between the Regents of the University of Idaho the lessor and Beta Theta Facility Corporation of Kappa Alpha Theta Fraternity Inc., an Idaho corporation, recorded March 16, 2016 as Instrument No. 577602, records of Latah County, Idaho.
26. UCC Financing Statement, recorded March 16, 2016 as Instrument NO. 577603, records of Latah County, Idaho.
27. Assignment, Assumption and Modification Agreement regarding Collateral Instruments, recorded May 8, 2018 as Instrument No. 591990, records of Latah County, Idaho.
28. UCC Financing Statement Addendum May 8, 2018 as Instrument No. 591991, records of Latah County, Idaho.
29. Assignment and Assumption of Ground Lease, recorded May 8, 2018 as Instrument No. 591992, records of Latah County, Idaho.
30. UCC Financing Statement Addendum, recorded May 10, 2018 as Instrument No. 592035, records of Latah County, Idaho.
31. Modification of Leasehold Deed of Trust and Assignment of Rents and Leases, recorded January 4, 2019 as Instrument No. 596462, records of Latah County, Idaho.

32. Lease Agreement between the Regents of the University of Idaho and Epsilon Kappa of Theta Chi, recorded December 12, 1986 as Instrument No. 356706, records of Latah County, Idaho.
33. Summary of Instrument-Ground Lease, recorded August 8, 2014 as Instrument No. 567352, records of Latah County, Idaho.
34. Deed of Trust, recorded August 8, 2014 as Instrument No. 567353.
35. A Deed of Trust, recorded on March 3, 2020 as Instrument No 604307.
36. City of Moscow Ordinance No. 91-01, vacating the alley in Block 3, February 1, 1991 as Instrument No. 381044, records of Latah County, Idaho.
37. Right of Way Easement granted to the Washington Water Power Company, recorded March 14, 1952 as Instrument No. 180068, records of Latah County, Idaho.
38. Perpetual Easement and right of way for storm sewer line granted to the University of Idaho, recorded February 21, 1973 as Instrument No. 263721, records of Latah County, Idaho.
39. Utility Easement granted to the property owners of the East 82 feet of Lots 10, 11, and 12, Block 1, URGUHART'S ADDITION, recorded June 3, 1969 as Instrument No. 245474, records of Latah County, Idaho.
40. Right of Way Easement granted to the Washington Water Power Company, recorded June 5, 1981 as Instrument No. 360003, records of Latah County, Idaho.
41. Right of Way Deed granted to Latah County for roadways purposes, recorded October 16, 1915 as Instrument No. 71325, records of Latah County, Idaho.
42. Right of Way Easement granted to the Washington Water Power Company, recorded July 21, 1971 as Instrument No. 254975, records of Latah County, Idaho.
43. Conditions and Restrictions as more fully set out in that certain Warranty Deed, recorded March 7, 1973 as Instrument No. 263879, records of Latah County, Idaho.
44. Easement granted to the City of Moscow, recorded August 11, 1977 as Instrument No. 288289, records of Latah County, Idaho.
45. Easement granted to the City of Moscow, recorded August 11, 1977 as Instrument No. 288291, records of Latah County, Idaho.
46. Right of Way Easement granted to the Washington Water Power Company, recorded June 8, 1978 as instrument No. 294042, records of Latah County, Idaho.
47. Declaration of Reciprocal Easements for Ingress, Egress, Parking and other Rights, recorded December 7, 1978 as Instrument No. 297582, records of Latah County, Idaho.

48. Perpetual Ingress and Egress Easement granted to the City of Moscow, recorded July 29th, 1981 as instrument No. 315748, records of Latah County, Idaho.
49. Perpetual Waterline Maintenance Easement granted to the City of Moscow, recorded July 29, 1981 as instrument No. 315749, records of Latah County, Idaho.
50. Perpetual Well Site Easement for Well and Well House granted to the City of Moscow, recorded July 29, 1981 as Instrument No. 315750, records of Latah County, Idaho.
51. Easement Agreement between The Regents of the University of Idaho and GTE Northwest Incorporated, recorded January 5, 1994 as Instrument No. 401563, records of Latah County, Idaho.
52. Memorandum of Lease for Michaels Stores, Inc., recorded May 8, 1995 as Instrument No. 412247, records of Latah County, Idaho.
53. Memorandum of Lease for Waremart, Inc., recorded January 5, 1996 as Instrument No. 417421, records of Latah County, Idaho.
54. Memorandum of Lease for Big 5 Corp., recorded June 27, 2003 as Instrument No. 477414, records of Latah County, Idaho.
55. Permanent Public Waterline Easement granted to the City of Moscow, recorded November 13, 2003 as Instrument No. 482620, records of Latah County, Idaho.
56. Memorandum of Lease for Ross Dress for Less, recorded February 2, 2005 as Instrument No. 493622, records of Latah County, Idaho.
57. Memorandum of Lease for Palouse Mall Associates LLC, recorded March 26, 2007 as Instrument No. 512634, records of Latah County, Idaho.
58. Memorandum of Lease for Bed, Bath & Beyond Inc., recorded May 11, 2007 as Instrument No. 513737, records of Latah County, Idaho.
59. Memorandum of Lease for Starbucks Corporation, recorded November 18, 2014 as Instrument No. 569111, records of Latah County, Idaho.
60. Memorandum of Lease for Petco Animal Supplies Stores Inc., recorded May 29, 2015 as Instrument No. 572222, records of Latah County, Idaho.
61. Memorandum of Lease for Screamin Hot Concepts LLC, dba Buffalo Wild Wings Grill & Bar, recorded June 8, 2015 as Instrument No. 572408, records of Latah County, Idaho.
62. Memorandum of Assignment and Assumption of Master Ground Lease by Palouse Mall, LLC, recorded October 13, 2015, records of Latah County, Idaho.
63. Ground Lease Estoppel Certificate and Assignment, recorded October 13, 2015 as Instrument No. 575205, records of Latah County, Idaho.

64. Memorandum of Lease for Staples The Office Superstore LLC, recorded June 3, 2016 as Instrument No. 579024, records of Latah County, Idaho.
65. Memorandum of Lease for Jo-Ann Stores LLC, recorded July 15, 2016 as Instrument No. 579909, records of Latah County, Idaho.
66. Memorandum of Lease for Ulta Salon, Cosmetics & Fragrance, Inc., recorded February 7, 2017 as Instrument No. 583826.
67. Permanent Public Utilities Easement granted to the City of Moscow, as shown by the recorded plat thereof, recorded March 8, 2017 as Instrument No. 584265, records of Latah County, Idaho.
68. Memorandum of Lease for Marshalls of MA Inc., recorded August 30, 2017 as Instrument No. 587782, records of Latah County, Idaho.
69. Memorandum of Assignment and Assumption of Master Ground Lease by Palouse Mall, LLC, recorded October 13, 2015 as Instrument No. 575200, records of Latah County, Idaho.
70. Ground Lease Estoppel Certificate and Assignment, recorded October 13, 2015 as Instrument No. 575205, records of Latah County, Idaho.
71. Easement granted to the Regents of the University of Idaho, recorded July 7, 1978 as Instrument No. 294704, records of Latah County, Idaho.
72. Water Line Easement granted to the City of Moscow, recorded May 29, 1979 as Instrument No. 300430, records of Latah County, Idaho.
73. Ground Sub Lease to Western Frontiers Inc., recorded March 29, 1985 as Instrument No. 343158, records of Latah County, Idaho.
74. Memorandum of Assignment and Assumption of Master Ground Lease by Palouse Mall, LLC, recorded October 13, 2015 as Instrument No. 575200, records of Latah County, Idaho.
75. Ground Lease Estoppel Certificate and Assignment, recorded October 13, 2015 as Instrument No. 575205, records of Latah County, Idaho.
76. Pipe Line Crossing Agreement between Oregon Washington Railroad and Union Pacific Railroad to the Regents of the University of Idaho, recorded March 8, 1974 as Instrument No. 272099, records of Latah County, Idaho.
77. Pipe Line Easement granted to the Washington Water Power Company, recorded March 14, 1975 as Instrument No. 274227, records of Latah County, Idaho.
78. Pipe Line Easement granted to the Washington Water Power Company, recorded November 20, 1977 as Instrument No. 284657, records of Latah County, Idaho.

79. Long Term Lease Agreements between the University of Idaho and the USA Department of Agriculture, recorded April 2, 2003 as Instrument No's 474660 and 474661, records of Latah County, Idaho.
80. Easement of Termination and Quitclaim Deed between PRCCR, Inc. to the University of Idaho, recorded June 15, 2011 as Instrument No. 544757, records of Latah County, Idaho.
81. Permanent Sewer Easement granted to the City of Moscow, recorded April 19, 2013 as Instrument No. 558176, records of Latah County, Idaho.
82. Right of Way Deed granted to Latah County for public road purposes, recorded November 4, 1913 in Book 68 of Deeds at Page 486, records of Latah County, Idaho.
83. Covenant, recorded August 5, 1970 as Instrument No. 250291, records of Latah County, Idaho.
84. Right of Way Easement granted to the Washington Water Power Company, recorded January 7, 1976 as recorded Instrument No. 278873, records of Latah County, Idaho.
85. Right of Way Easement granted to the Washington Water Power Company, recorded January 3, 1978 as Instrument No. 291086, records of Latah County, Idaho
86. Right of Way Deed granted to Latah County for a public road, recorded November 22, 1915 in Book 71 of Deeds at Page 156, records of Latah County, Idaho.
87. City of Moscow Ordinance No. 351 vacating Fifth Street recorded February 23, 1970, in Book 11 of Leases and Agreements at Page 444, records of Latah County, Idaho.
88. Deed Reserving Oil and Gas recorded February 19, 1991 as Instrument No. 381248, records of Latah County, Idaho.
89. City of Moscow Ordinance No. 532 recorded July 22, 1965 in Book 11 of Miscellaneous at Page 206, records of Latah County, Idaho.
90. Right of Way Easement granted to the Washington Water Power Company, recorded November 13, 1975 as Instrument No. 277999, records of Latah County, Idaho.
91. City of Moscow Ordinance No. 913, vacating street and alley, recorded February 23, 1967 in Book 11 of Miscellaneous at Page 460, records of Latah County, Idaho.
92. City of Moscow Ordinance No. 85-03, vacated right of way, recorded April 26, 1985 as Instrument No. 343676, records of Latah County, Idaho.
93. Deeds of Dedications to the City of Moscow, recorded February 26, 1952 in Book 124 of Deeds of Page 511 and recorded April 22, 1957 in Book 136 of Deeds at Page 447, records of Latah County, Idaho.



94. Corrected Quitclaim Deed, recorded April 16, 1990 as Instrument No. 376007, records of Latah County, Idaho.
95. Intermodal Transit Center Site Lease, dated April 26, 2012 between The Board of Regents of the University of Idaho and the City of Moscow, Idaho.
96. Permanent Utility Easement granted to the City of Moscow, recorded June 7, 2012 as Instrument No. 551168, records of Latah County, Idaho.
97. Easement granted to the Oregon-Washington Railroad & Navigation Company, recorded May 14, 1981 as Instrument No. 314096, records of Latah County, Idaho.
98. Easement granted to the Oregon-Washington Railroad & Navigation Company, recorded December 15, 1981 as Instrument No. 325433, records of Latah County, Idaho.
99. Reservations as more fully set out in that certain Quitclaim Deed, recorded June 5, 1989 as Instrument No. 371301, records of Latah County, Idaho.
100. Permanent Public Access and Underground Utility Easement granted to the City of Moscow, as shown by the recorded plat thereof, recorded July 12, 2011 as Instrument No. 545267, records of Latah County, Idaho.
101. Easement granted to the City of Moscow, recorded July 1, 1986 as Instrument No. 352751, records of Latah County, Idaho.
102. Quitclaim Deed, recorded on April 27, 2005 as Instrument No. 495403, records of Latah County, Idaho.
103. Deed of Dedication granted to the City of Moscow, recorded June 26, 2012 as Instrument No. 552099, records of Latah County, Idaho.
104. Permanent Utility Easement granted to the City of Moscow, recorded March 9, 2017 as Instrument No. 584292, records of Latah County, Idaho.
105. City of Moscow Ordinance No. 738, recorded August 1, 1947 in Book 6 of Miscellaneous at Page 530, records of Latah County, Idaho.
106. Pipeline Easement granted to the Washington Water Power Company, recorded February 29, 1960 in Book 12 of Leases and Agreements at page 502, records of Latah County, Idaho.
107. City of Moscow Ordinance No. 934, vacating street, February 23, 1967 in Book 11 Miscellaneous at Page 463, records of Latah County, Idaho.
108. Bill of Sale to Idaho Farm House Club, recorded March 19, 1991 as Instrument No. 381589, records of Latah County, Idaho.

109. Lease, between the Regents of the University of Idaho and Alpha Kappa Lambda Fraternity, University of Idaho Chapter, Inc., recorded as Instrument 419205, records of Latah County, Idaho.
110. Corporation Easement granted to the State of Idaho Transportation Department, recorded November 13, 1995 as Instrument No. 416286, records of Latah County, Idaho.
111. Quitclaim Deed granted to the City of Moscow, recorded April 28, 2005 as Instrument No. 495434, records of Latah County, Idaho.
112. Paradise Creek License, recorded April 27, 2005 as Instrument No. 495411, records of Latah County, Idaho.
113. Permanent Easements as more fully set out in that certain Quitclaim Deed recorded June 10, 2005 as Instrument No. 496451, records of Latah County, Idaho.
114. Non-Exclusive Easement Agreement between the Regents of the University of Idaho and the City of Moscow, recorded April 13, 1995 as Instrument No. 411746, records of Latah County, Idaho.
115. Non-Exclusive Agreement between The Regents of the University of Idaho and the City of Moscow, recorded April 23, 2008 as Instrument No. 521543, records of Latah County, Idaho.
116. Non-Exclusive Agreement between the Regents of the University of Idaho and the City of Moscow, recorded March 19, 2010 as Instrument No. 535956, records of Latah County, Idaho.
117. Permanent Ecosystem Restoration Easements (Rayburn) granted to the University of Idaho, recorded May 24, 2010 as Instrument No. 537195, records of Latah County, Idaho.
118. Permanent Ecosystem Restoration Easements (Line Street) granted to the University of Idaho, recorded May 24, 2010 as Instrument No. 537196, records of Latah County, Idaho.
119. Easement Termination Agreement, recorded July 1, 2011 as Instrument No. 545092, records of Latah County, Idaho.
120. City of Moscow Ordinance No. 2018-02, recorded February 26, 2018 as Instrument No. 590750, records of Latah County, Idaho.
121. Permanent Easement granted to the City of Moscow, recorded October 27, 1982 as Instrument No. 324377, records of Latah County, Idaho
122. Permanent Underground Public Utility Easement granted to the City of Moscow, recorded March 1, 2006 as Instrument No. 503191, records of Latah County, Idaho.

123. Right of Way Deed Granted to the Spokane & Inland Empire Railroad Company, recorded February 26, 1909 in Book 59 of Deeds at Page 135, records of Latah County, Idaho.
124. Reservations for Railway Easement as more fully set out in that certain Quitclaim Deed, recorded June 16, 1989 as Instrument No. 371322, records of Latah County, Idaho.
125. Right of Way Easement granted to the Washington Water Power Company, recorded September 13, 1960 in Book 13 of Leases and Agreements at Page 57, records of Latah County, Idaho.
126. Right of Way Easement granted to the Washington Water Power Company, recorded November 30, 1950 in Book 7 of Leases and Agreements at Page 423, records of Latah County, Idaho.
127. Pipeline Easement granted to the Washington Water Power Company, recorded December 30, 1959 in Book 12 of Leases and Agreements at Page 360, records of Latah County, Idaho.
128. City of Moscow Ordinance No. 1052, recorded August 10, 1962 in Book 10 of Miscellaneous at Page 407, records of Latah County, Idaho.
129. Site Agreement for Lease with Tau Kappa Iota Corporation, recorded December 12, 1962 in Book 14 of Leases and Agreements at Page 101, records of Latah County, Idaho.
130. Right of Way Easement granted to General Telephone Company, recorded June 18, 1973 as Instrument No. 265334, records of Latah County, Idaho.
131. City of Moscow Ordinance No. 91-27, recorded December 16, 1991 as Instrument No. 386358, records of Latah County, Idaho.
132. Non-Exclusive Easement Agreement granted to Avista, recorded May 19, 1999 as Instrument No. 443485, record of Latah County, Idaho.
133. Site Lease with Idaho State Building Authority, recording August 7, 2003 as Instrument No. 479016, records of Latah County, Idaho.
134. Quitclaim Deed for improvements granted to Alpha Gamma Rho Inc. recorded July 10, 2009 as Instrument No. 530886, records of Latah County, Idaho.
135. Sewer Construction Easement granted to the City of Moscow, recorded August 10, 1979 as Instrument No. 282039.
136. Covenant of Purpose, Use and Ownership granted to the Economic Development Administration of the USA, recorded November 6, 1989 as Instrument No. 373754, records of Latah County, Idaho.

137. Warranty Deed granted to the Idaho Transportation Board for Highway Purposes, recorded January 6, 2003 as Instrument No. 472124, records of Latah County, Idaho.
138. Ground Lease between Regents of the University of Idaho and the United States Forest Service.
139. Right of Way Easement granted to the Washington Water Power Company, recorded June 4, 1958 in Book 11 of Leases and Agreements at Page 199, records of Latah County, Idaho.
140. Right of Way Easement granted to the Washington Water Power Company, recorded November 10, 1976 as Instrument No. 283529, records of Latah County, Idaho
141. Cathodic Well Right of Way Easement granted to Avista Corporation, recorded December 5, 2012 as Instrument No. 555392, records of Latah County, Idaho.
142. Private Road Crossing Agreement between Oregon-Washington Railroad & Navigation Company and A.H. Carlson, recorded September 2, 1932 in Book 85 of Deeds at Page 452, records of Latah County, Idaho.
143. A License granted to the City of Moscow, recorded March 12, 1952 in Book 7 of Miscellaneous at Page 578, records of Latah County, Idaho.
144. Right of Way Easement granted to the Washington Water Power Company, recorded October 18, 1957 in Book 11 of Leases and Agreements at Page 18, records of Latah County, Idaho.
145. Pipeline Crossing Agreement between Oregon-Washington Railroad & Navigation Company and the Regents of the University of Idaho, recorded October 16th, 1964 in Book 14 of Leases and Agreements at Page 573, records of Latah County, Idaho.
146. Easement Agreement granted to the Stepping Stones Inc. recorded July 18, 1997 as Instrument No. 428600, records of Latah County, Idaho.
147. Long Term Lease Agreement between the Regents of The University of Idaho and the US Department of Agriculture recorded April 2, 2003 as Instrument No. 474661, records of Latah County, Idaho.
148. Permanent Public Underground Utility Easement, recorded April 26, 2004 as Instrument No. 486, records of Latah County, Idaho.
149. An Easement granted to the Interstate Utilities Company, recorded June 2, 1927 in Book 85 of Deeds at Page 322, records of Latah County, Idaho.
150. Lease between the Regents of the University of Idaho and the United States of America, dated April 1, 1961.

151. Agreement between the Regents of the University of Idaho and Delta Theta House, Inc. of Alpha Gamma Delta, Inc.
152. Lease and Agreement between the Regents of the University of Idaho and Phi Alpha Psi, dated July 28, 1972.
153. Ground Lease between The Board of Regents of the University of Idaho and Delta Zeta Sorority, dated January 1, 2012.
154. Ground Lease between The Board of Regents of the University of Idaho and Idaho Farmhouse Club, Inc., dated July 1, 2011.
155. Ground Lease between the Board of Regents of the University of Idaho and Kappa Delta Sorority, Inc.
156. Bike Path Easement, recorded as Instrument No. 411746, records of Latah County, Idaho.

## SCHEDULE 11

### ONGOING UTILITY SYSTEM PROJECTS

Item	CP #	Project	Phase	Cost	Anticipated Completion	Project Updates
<b>Projects in the Design Phase</b>						
1	CP190038	LHSOM & Ridenbaugh Acoustic Mitigation and Deferred Maintenance Improvements, Ph. 1, DPW 19-263	Design	3,730,400	2021	Final design development package to be submitted June 22, 2020. Schedule remains to complete construction documents is end of August 2020, in an effort to bid the project in October, 2020, for a January, 2021, NTP. Phasing and scope yet to be determined as to what will be least impact to the college for the fall, 2021, semester. A new water line to the building and fire riser to be provided to connect the existing sprinklers in the Haddock Auditorium and attic space. Scope of work has been prioritized for each building by DPW / UI / Department and passed onto the design team. A DD presentation will be provided at the July PBFAC meeting.
2	CP190056	University Energy Plant Install Steam Micro Turbine Power	Design	3,300,000	2022	A project update meeting is scheduled for Friday, June 12, 2020, to provide project update status. Design work continues for the construction document phase. A updated construction cost was provided with no change in the original. The consultant is working with Avista Utilities to stream line cost as much as possible. As a design build project, N-Line Energy is to obtain cost from the proposed subcontractors that will assist with this work and a schedule of values provided. With federal grant / energy incentives / utility savings the project is currently \$3.3mil. The UI Design Build Contract is executed with N-Line Energy. CKA Architects is contracted for the restroom and window work required as part of this project. CKA is currently working on the restroom portion of the project. Based on the anticipated scope of work (\$50K) anticipating and informal bid process. The \$250K USDA Wood Innovations Grant has been awarded / approved to the UI and to be expended prior end-of August 2020. The grant to be use for purchase of the turbines (partial). The Project is authorized for construction by the Board of Regents.
3	CP190096	6th Street Greenhouse Addition	Design	800,000	2021	CKA Architects provided schematic plans, Thomas McDonough has reviewed and provided comments. Based on the master plan by CKA, a scope of work for phase one improvements has been determined to include: 2 new greenhouse bay additions, upgrades to Argus controls system, and improvements to site utilities infrastructure. Plans should be ready to advertise for construction by late summer 2020.
4	CP190097	Manis Entomology Lab Greenhouse Replacement	Design	50,000	2022	CKA Architects has developed 3 master plan concepts. We are scheduling a meeting with Manis occupants to discuss.
<b>Subtotal - Design Phase Projects</b>				<b>\$ 7,880,400</b>		
<b>Projects in the Bid Phase</b>						
<b>No Projects in the Bid Phase</b>						
<b>Subtotal - Bid Phase Projects</b>				<b>\$ -</b>		
<b>Projects in the Award Phase</b>						
1	CP190012	Nuclear Seed Potato Germplasm & Storage Building, DPW 19-250	Award	5,500,000	2022	The advertisement for bids was issued end of May with bids due 25 June 2020. A pre-bid walk-through was held 10 June, and was well received with 39 people in attendance. We anticipate DPW construction contracts finalized by late July and the GC mobilizing early August 2020. the construction schedule allows for 9 months, placing occupancy by May 2021. This project is included in this list since it will tie into the broader utility system, expanding the utilities footprint as part of the Concession Agreement.
<b>Subtotal - Award Phase Projects</b>				<b>\$ 5,500,000</b>		
<b>Projects in the Materials on Order Phase</b>						
<b>No Projects in the Materials on Order Phase</b>						
<b>Subtotal - Materials on Order Phase</b>				<b>\$ -</b>		
<b>Projects in the Construction Phase</b>						
1	CP170040	ICCU Idaho Arena, New Basketball and Events Facility	Construction	51,000,000	2022	Construction activities have accelerated with the warmer weather. The concrete stepped seating at the south and east side of the main seating bowl is nearing completion. The concrete floor slabs will be poured at the east and south concourses by June 5th. The concrete floor has been poured at the Practice Gym. Concrete footings and foundations for the main building structure are now 95% complete. Installation of the wood superstructure started on May 29th. Wood structure erection will continue through the end of September. Wall framing and mechanical / electrical rough-in continues at the Level 00 Locker Rooms and Storage / Mechanical areas. The project is still on track to be completed by the end of August 2021. This project is included in this list since it will tie into the broader utility system, expanding the utilities footprint as part of the Concession Agreement.
2	CP180021	West Campus Utilities Expansion and Improvements	Construction	3,500,000	June 2021	Most work is complete with the exception of the main electrical duct bank at the south side of the site. Completion of this element and the re-connection of the main campus electrical loop is being scheduled with UI Facilities and Avista. Punchlist inspections are underway on the rest of the project.
<b>Subtotal - Construction Phase Projects</b>				<b>\$ 54,500,000</b>		

## SCHEDULE 12

## COMPUTER SYSTEMS AND SOFTWARE

Software / Hardware	Name	Manufacturer	Model	Owner	Owning Acct/Dept	Status
Software	Water Systems SCADA	Siemens	Insight Revisions version 3.15 (installed 1992)	All	Facilities Admin	Active
Software	Steam	Siemens	Procidia version 2019 (installed 2008)	All	Facilities Admin	Active
Software	Chilled Water System	ATS	Compass (installed May 2020) - replaced InSight	All	Facilities Admin	Active



## SCHEDULE 13

## FORM OF MEMORANDUM OF LEASE

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(Space above this line for Recorder's Use)

**MEMORANDUM OF LEASE AGREEMENT**

THIS MEMORANDUM OF LEASE AGREEMENT (this "**Memorandum**") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 202\_\_, by and between **THE REGENTS OF THE UNIVERSITY OF IDAHO** ("**Lessor**"), as lessor, with an address of University of Idaho, Division of Finance and Administration, 875 Perimeter Drive, Moscow ID 83844-3168 Attn: Vice President for Finance & Administration, and [\_\_\_\_\_, a [\_\_\_\_\_] ("**Lessee**"), as lessee, with an address of [\_\_\_\_\_].

**BACKGROUND**

A. Lessor and Lessee entered into that certain Long-Term Lease and Concession Agreement for the University of Idaho Utility System, executed as of \_\_\_\_\_, 202\_\_ (as amended, restated, modified or otherwise supplemented from time to time in accordance with the terms thereof, the "**Lease**"), pursuant to which, among other things, and subject to the terms and conditions set forth therein, Lessor (i) leased to Lessee the Utility System Land and Utility Facilities (each as defined below) (collectively, the "**Premises**"), (ii) granted Lessee a license to access the Tunnels and certain appurtenant premises in connection therewith, and (iii) granted Lessee the right to use, possess, control, operate, manage, modify, maintain and rehabilitate the Premises and certain other assets in connection therewith;

B. Lessor and Lessee desire to provide record evidence of Lessee's lease of the Premises pursuant to the terms of the Lease.

**CONFIRMATION AND ACKNOWLEDGEMENT**

NOW, THEREFORE, Lessor and Lessee hereby confirm the terms of the Lease and acknowledge the following:

1. Lessor and Lessee. The names and addresses of Lessor and Lessee under the Lease are as set forth in the Preamble of this Memorandum.

2. Premises. The Premises leased by Lessee pursuant to the Lease consists of:

- a. The real property described in Schedule 1 attached hereto (the “**Utility System Land**”) and all improvements and equipment located thereon; and
- b. the “**Utility Facilities**”, consisting of those improvements and equipment constituting part of or located on the University Campus, which University Campus includes those parcels of real property identified in Schedule 2 attached hereto, that are directly and exclusively involved in the generation, distribution and return of the Utilities and the operation and maintenance of the Utility System and that are not beyond the line of demarcation for each Utility as set forth in the Performance Standards, including the distribution pipes carrying the Utilities (including pipes conveying sanitary sewage and storm water), trench-boxes and vaults exclusively used in connection with the Utilities, Energy Plant, McClure Hall Space, Chilled Water Tank (Thermal Energy Storage), South Campus Chiller Plant, Chip Storage/Drying Facility, Transformer Storage Space, Chip Facility Scale House, Reclaimed Water Chlorination Building, Facilities Equipment Storage, Vehicle Research Lab Space, Pump House 3, Pump House 4, Pump House 9, Golf Course Water Tank, I Water Tank, West Lagoon, Arboretum Well and electric distribution wires;

provided that the definition of “Utility Facilities” does not include (i) any improvements or equipment that are beyond the line of demarcation for each Utility as set forth in the Performance Standards, except for those areas (A) expressly set forth in the Performance Standards as being within said line of demarcation or (B) which the University directs to be part of the Utility System as part of a University Directive in accordance with the definition thereof or (ii) any cameras or other public safety equipment installed, maintained or used by the University Office of Public Safety and Security or any successor department.

3. Term. The term of the Lease commences on the date of this Memorandum and expires on the fiftieth (50th) anniversary thereof (or such later date as may be required to effect a Delay Event Remedy under the Lease but subject to earlier termination as provided in the Lease).

4. No Options. Lessee has no option or right to renew or extend the term of the Lease, except in the case of certain Delay Events.

5. Inconsistent Provisions. The provisions of this Memorandum constitute only a general description of the content of the Lease with respect to matters set forth herein. Accordingly, third parties are advised that the provisions of the Lease itself shall be controlling with respect to all matters set forth herein. In the event of any discrepancy between the provisions of the Lease and this Memorandum, the provisions of the Lease shall take precedence

and prevail over the provisions of this Memorandum. Any capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Lease.

6. Termination of Memorandum of Lease. This Memorandum and all rights of Lessee in the Premises shall terminate upon the expiration or earlier termination of the Lease, which may be evidenced by a written notice of such expiration or termination signed by the Lessor upon or at any time after expiration or termination and recorded or filed in the appropriate land records of Latah County, Idaho. Upon Lessor's request, Lessee shall join in the execution of the notice of expiration or termination, but the same shall not be required in order for such notice to be valid, enforceable or recordable.

7. Counterparts. This Memorandum may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement.

8. Successors and Assigns. The Lease and the covenants and conditions herein contained shall inure to the benefit of the Lessor and Lessee and their respective permitted successors and assigns and is binding upon the Lessor and Lessee and their respective successors and assigns.

9. Incorporation. The Lease and all of the terms and conditions thereof and schedules thereto are incorporated herein and made a part hereof by reference as though fully rewritten herein.

***Remainder of Page Intentionally Left Blank***

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the day and year first above written.

**LESSOR:**

**THE REGENTS OF THE UNIVERSITY OF IDAHO**

By: \_\_\_\_\_  
Printed Name:  
Title:

STATE OF IDAHO            )  
                                      ) ss:  
COUNTY OF LATAH        )

**BEFORE ME**, a Notary Public, in and for said county and state, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Regents of the University of Idaho, who acknowledged before me that she/he did sign the foregoing instrument on behalf of the Regents of the University of Idaho.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**LESSEE:**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

**BEFORE ME**, a Notary Public, in and for said county and state, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who acknowledged before me that she/he did sign the foregoing instrument on behalf of \_\_\_\_\_ for the purposes set forth therein.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

NOTARY PUBLIC

**This instrument was prepared by**  
**and after recording return to:**

Nicholas G. Miller  
Hawley Troxell  
877 W. Main Street, 10th Floor  
Boise, Idaho 83702

**SCHEDULE 1****UTILITY SYSTEM LAND**

Legal descriptions of the property that covers the following pieces of land. Please note that not all areas depicted on Schedule 3 of the Lease are Utility System Land.

**ENERGY PLANT**

A building and attached facilities located in the City of Moscow, SW 1/4 SE 1/4 of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho described as follows:

**COMMENCING** at the south quarter corner of Section 7. from which the southwest corner of said Section bears S87°50'24"W, 2711.10 feet;  
 Thence N60°56'46"E, 66.64 feet to the southwest corner of the University Energy Plant and the **POINT OF BEGINNING**;  
 Thence along the west wall of said Energy Plant. N02°11'28"W, 24.38 feet to a fence corner;  
 Thence along said fence the following three (3) courses: S85°58'44"W, 10.58 feet;  
 Thence N00°45'26"W, 46.16 feet;  
 Thence N87°48'32"E, 9.42 feet to the west wall of the Energy Plant;  
 Thence along the west wall of said Energy Plant the following six (6) courses: N02°11'28"W, 55.06 feet;  
 Thence N87°48'32"E, 18.25 feet;  
 Thence N02°11'28"W, 39.17 feet;  
 Thence S87°48'32"W, 3.63 feet;  
 Thence N02°11'28"W, 17.84 feet;  
 Thence N42°48'32"E, 2.46 feet to the Wood Chip Storage Silo;  
 Thence along said Silo, 102.28 feet on a curve to the right with a radius of 20.79 feet and a chord which bears S63°43'49"E, 26.22 feet;  
 Thence leaving said Silo, S02°11'28"E, 7.08 feet to the north wall of the Energy Plant;  
 Thence along said north wall, N87°48'32"E, 56.30 feet to the northeast corner of a shed;  
 Thence along the east wall of said shed, S02°11'28"E, 20.35 feet to the southeast corner thereof;  
 Thence along the south of wall of said shed, S87°48'32"W, 10.50 feet to the east wall of the Energy Plant;  
 Thence along the east wall of said Energy Plant the following ten (10) courses:  
 S02°11'28"E, 16.90 feet;  
 Thence S87°48'32"W, 16.32 feet;  
 Thence S02°11'28"E, 18.30 feet;  
 Thence N87°48'32"E, 37.79 feet;  
 Thence S02°11'28"E, 54.22 feet;  
 Thence S87°48'32"W, 36.44 feet;  
 Thence S02°11'28"E, 22.25 feet;  
 Thence N87°48'32"E, 17.79 feet;  
 Thence S02°11'28"E, 32.40 feet;  
 Thence S87°48'32"W, 88.03 feet to the POINT OF BEGINNING.

Containing 16,207 Square Feet, more or less.



**SOUTH CAMPUS CHILLER PLANT and CHILLED WATER TANK (THERMAL ENERGY STORAGE)**

A building and attached facilities located in the City of Moscow, Government Lot 2 of Section 18, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the southwest corner of Section 7, from which the south quarter corner of said Section bears N87°50'24"E, 2711.10 feet;  
 Thence 532°01'33"E, 1841.26 feet to the northwest corner of the Chilled Water Plant and the POINT OF BEGINNING;  
 Thence along the north wall of said Chilled Water Plant, N89°51'03"E, 67.41 feet to the corner of a concrete pad;  
 Thence along said concrete pad, N00°08'57"W, 7.76 feet to the northwest corner of said concrete pad;  
 Thence N89°51'03"E, 17.28 feet to the northeast corner of said concrete pad;  
 Thence S00°13'20"E, 7.76 feet to the north wall of the Chilled Water Plant;  
 Thence along said north wall, N89°51'03"E, 3.02 feet to the northeast corner of said North Wall and the corner of a fence;  
 Thence along said fence, S28°47'34"E, 15.13 feet to the intersection with the Vandals Tank concrete base;  
 Thence along the concrete base, 30.95 feet on a curve to right with a radius of 37.58 feet and a chord which bears N80°13'25"E, 30.08 feet;  
 Thence N 19°19'53"E, 6.27 feet to a point on a circular concrete pad;  
 Thence along said pad 11.34 feet on a curve to the right with a radius of 3.61 feet and a chord which bears S70°40'07"E, 7.22 feet;  
 Thence S19°19'53"W, 6.27 feet to the intersection with the Vandals Tank concrete base;  
 Thence along the concrete base, 132.43 feet on a curve to the right with a radius of 37.58 feet and a chord which bears S35°48'38"W, 73.78 feet to a fence;  
 Thence S43°33'09"W, 11.72 feet to the southeast corner of a concrete pad;  
 Thence along the south line of said pad, S89°51'03"W, 72.94 feet to the southwest corner of said pad;  
 Thence along the west line of said pad, N00°08'57"W, 36.11 feet to the south wall of the Chilled Water Plant;  
 Thence along said south wall, S89°51'03"W, 7.08 feet to the southwest corner of the Chilled Water Plant;  
 Thence along the west wall of the Chilled Water Plant, N00°08'57"W, 42.74 feet to the POINT OF BEGINNING.

Containing 10996 Square Feet, more or less.

**CHIP STORAGE/DRYING FACILITY**

A building and attached facilities located in the City of Moscow, N 1/2 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

**COMMENCING** at the northeast corner of Section 13, from which the south quarter corner of Section 7, Township 39 North, Range 5 West, bears N87°50'24" E, 2711.10 feet;  
 Thence S55°57'49"W, 1522.52 feet to the southeast corner of the Chip Storage Drying Facility and the **POINT OF BEGINNING**;  
 Thence along the south wall of said Drying Facility, S60°37'02"W, 300.00 feet to the southwest corner of said Drying Facility;  
 Thence along the west wall and the west edge of a concrete pad, N29°22'58"W, 131.00 feet to the northwest corner of said concrete pad;  
 Thence along the north line of the concrete pad, N60°37'02"E, 137.40 feet to the intersection with a concrete ramp;  
 Thence along the west line of said ramp, N29°22'58"W, 37.73 feet to the northwest corner thereof;  
 Thence along the north line of said ramp, N60°37'02"E, 49.86 feet to the northeast corner thereof;  
 Thence along the east line of said ramp, S29°22'58"E, 37.73 feet to the north line of the aforementioned concrete pad;  
 Thence along said north line, N60°37'02"E, 112.73 feet to a retaining wall;  
 Thence along the east edge of the retaining wall, concrete pad and the east wall of the Chip Storage Drying Facility, S29°22'58"E, 131.00 feet to the **POINT OF BEGINNING**.

Containing 41,180 Square Feet, more or less.

TOGETHER WITH a Concrete Chip Loading Pad located in the City of Moscow, N 1/2 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

**COMMENCING** at the northeast corner of Section 13, from which the south quarter corner of Section 7, Township 39 North, Range 5 West, bears N87°50'24"E, 2711.10 feet;  
 Thence S55°57'49 "W, 1522.52 feet to the southeast corner of the Chip Storage Drying Facility;  
 Thence along the east wall of the Drying Facility and the east edge of a concrete pad, N29°22'58"W, 96.05 feet to the corner of a retaining wall and the **POINT OF BEGINNING**;  
 Thence along the west edge of the retaining wall, N29°22'58"W, 50.66 feet to the northwest corner thereof;  
 Thence continuing along said retaining wall and a concrete pad, N31°58'02"E, 80.41 feet;  
 Thence along the north line of said concrete pad, N55°29'29"E, 61.59 feet to the northeast corner thereof;  
 Thence along the east line of said concrete pad, S31°56'05"E, 156.22 feet to the southeast corner thereof;  
 Thence along the south lines of said concrete pad the following three (3) courses:  
 S60°26'51"W, 36.21 feet;

Thence N69°58'10"W, 80.92 feet;  
Thence S60°37'02"W, 50.00 feet to the POINT OF BEGINNING;

Containing 14,534 Square Feet, more or less.

**CHIP FACILITY SCALE HOUSE**

A building and attached facilities located in the City of Moscow, NE 1/4 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the northeast corner of said Section 13, from which the south quarter corner of Section 7, Township 39 North, Range 5 West, bears N87°50'24"E, 2711.10 feet;

Thence S61°46'53"W, 917.52 feet to the northeast corner of the Chip Storage Scale House and the POINT OF BEGINNING;

Thence along the east wall of said Scale House, S09°54'35"W, 12.00 feet to the southeast corner thereof;

Thence along the south wall of said Scale House, N80°05'25"W, 16.00 feet to the southwest corner thereof;

Thence along the west wall of said Scale House, N09°54'35"E, 12.00 feet to the northwest corner thereof;

Thence along the north wall of said Scale House, S80°05'25"E, 16.00 feet to the POINT OF BEGINNING.

Containing 192 Square Feet, more or less.

**RECLAIMED WATER CHLORINATION BUILDING**

A building and attached facilities located in the City of Moscow, SE 1/4 SW 1/4 of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

**COMMENCING** at the southwest corner of Section 7, from which the south quarter corner of said Section bears N87°50'24"E, 2711.10 feet;  
Thence N79°54'08"W, 2956.85 feet to the southeast corner of the Reclaimed Water Chlorination Building and the POINT OF BEGINNING;  
Thence along the south wall of said Building, N89°49'26"W, 30.71 feet to the southwest corner thereof;  
Thence along the west wall of said Building, N00°10'34"E, 20.63 feet to the northwest corner thereof;  
Thence along the north wall of said Building, S89°49'26"E, 30.71 feet to the northeast corner thereof;  
Thence along the east wall of said Building, S00°10'34"W, 20.63 feet to the POINT OF BEGINNING.

Containing 633 Square Feet, more or less.

**FACILITIES EQUIPMENT STORAGE**

A building and attached facilities located in the City of Moscow, NE 1/4 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the southwest corner of Section 7, Township 39 North, Range 6 West, from which the south quarter corner of said Section bears N87°50'24"E, 2711.10 feet;

Thence S51°32'30"W, 969.95 feet to the northeast corner of Equipment Storage Building and the POINT OF BEGINNING;

Thence along the east wall of said Building, S00°01'44"E, 105.00 feet to the southeast corner thereof;

Thence along the south wall of said Building, S89°58'16"W, 20.67 feet to the southwest corner thereof;

Thence along the west wall of said Building, N00°01'44"W, 105.00 feet to the northwest corner thereof;

Thence along the north wall of said Building, N89°58'16"E, 20.67 feet to the POINT OF BEGINNING.

Containing 2170 Square Feet, more or less.

**PUMP HOUSE 3**

A building and attached facilities located in the City of Moscow, Government Lot 2 of Section 7, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the southwest corner of Section 7, from which the south quarter corner of said Section bears N87°50'24"E, 2711.10 feet;  
 Thence N10°29'01"E, 2801.95 feet to the southwest corner of Pump House No. 3 and the POINT OF BEGINNING;  
 Thence along the west wall of said Pump House, N15°00'20"W, 24.67 feet to the northwest corner of said Pump House;  
 Thence N15°36'16"W, 19.68 feet to the northwest corner of a concrete drain pad;  
 Thence N74°23'44"E, 9.40 feet to the northeast corner of said drain pad;  
 Thence S15°36'16"E, 19.77 feet to the southeast corner of said drain pad and a point in the north wall of Pump House No. 3;  
 Thence along said north wall, N74°59'40"E, 11.26 feet to the northeast corner thereof;  
 Thence along the east wall of said Pump House, S15°00'20"E, 24.67 feet to the southeast corner thereof;  
 Thence along the south wall of said Pump House, S74°59'40"W, 20.67 feet to the POINT OF BEGINNING.

Containing 695 Square Feet, more or less.



**PUMP HOUSE 4**

A building and attached facilities located in the City of Moscow, NE 1/4 SE 1/4 of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the southwest corner of Section 7, Township 39 North, Range 5 West, from which the south quarter corner of said Section bears N87°50'24"E, 2711.10 feet;  
Thence N13°27'05"W, 2161.66 feet to the southwest corner of Pump House No. 4 and the POINT OF BEGINNING;

Thence along the west wall of said Pump House, N00°23'37"W, 16.75 feet to the northwest corner thereof;

Thence along the north wall of said Pump House, N89°36'23"E, 34.67 feet to the northeast corner thereof;

Thence along the east wall of said Pump House, S00°23'37"E, 11.05 feet to a concrete pad;

Thence leaving said east wall and along said concrete pad, N89°36'23"E, 6.85 feet to the northeast corner of said concrete pad;

Thence S00°23'37"E, 5.70 feet to the southeast corner of said concrete pad;

Thence S89°36'23"W, 6.85 feet to the southeast corner of Pump House No. 4;

Thence along the south wall of said Pump House, S89°36'23"W, 34.67 feet to the POINT OF BEGINNING.

Containing 620 Square Feet, more or less.

TOGETHER WITH the overflow drain pipes on the north side of the Pump House.

**PUMP HOUSE 9**

A building and attached facilities located in the City of Moscow, NE 1/4 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the northeast corner of Section 13, from which the south quarter corner of Section 7, Township 39 North, Range 5 West, bears N87°50'24"E, 2711.10 feet;  
Thence S05°44'45"W, 1198.92 feet to the northeast corner of Pump House No. 9 and the POINT OF BEGINNING;  
Thence along the east wall of said Pump House, S00°25'27"W, 33.33 feet to the southeast corner thereof;  
Thence N89°34'33"W, 36.00 feet to the southwest corner of Pump House No. 9;  
Thence along the west wall of said Pump House, N00°25'27"E, 33.33 feet to the northwest corner thereof;  
Thence S89°34'33"E, 36.00 feet to the POINT OF BEGINNING.

Containing 1200 Square Feet, more or less.

**GOLF COURSE WATER TANK**

A Water Tank and attached facilities located in the City of Moscow, SE 1/4 NE 1/4 of Section 13, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

COMMENCING at the northeast corner of Section 13, from which the south quarter corner of Section 7, Township 39 North, Range 5 West, bears N87°50'24"E, 2711.10 feet;  
 Thence S19°01'27"W, 1695.11 feet to the northeast corner of a concrete pad with electric transformer and the POINT OF BEGINNING;  
 Thence along the east line of the concrete pad and the extension thereof, S08°48'24"E, 2.46 feet to the West Water Tank concrete base;  
 Thence 88.05 feet along said concrete base on a curve to the right with a radius of 32.35 feet and a chord which bears S19°07'04"E, 63.28 feet to a concrete pad and drain pipe;  
 Thence along the concrete pad the following three (3) courses:  
 S26°58'14"E, 7.56 feet;  
 Thence S63°01'46"W, 5.50 feet;  
 Thence N26°58'14"W, 7.63 feet to the West Water Tank concrete base;  
 Thence 107.54 feet along said concrete base on a curve to the right with a radius of 32.35 feet and a chord which bears N16°09'02"W, 64.43 feet to the extended west line of the concrete pad with electric transformer;  
 Thence N08°48'24"W, 2.47 feet to the northwest corner of said concrete pad;  
 Thence along the north line of said concrete pad, N81°11'36"E, 2.16 feet to the POINT OF BEGINNING.

Containing 3334 Square Feet, more or less.

**I WATER TANK**

A circular parcel of land 60 feet in diameter located in the City of Moscow, SE 1/4 NW 1/4 of Section 18, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho. Said parcel being a distance of 30.00 feet from the center of an existing elevated water tank, and including attached facilities, the location of the center of said water tank being described as follows:

COMMENCING at the north quarter corner of Section 18, from which the northwest corner of said Section bears S87°50'24"W, 2711.10 feet;  
Thence S07°04'23"W, 2224.66 feet to the center of said water tank.

Containing 2827 Square Feet, more or less.

**WEST LAGOON**

A building and attached facilities located in the City of Moscow, SE 1/4 SW 1/4 of Section 12, Township 39 North, Range 6 West of the Boise Meridian, Latah County, Idaho described as follows:

**COMMENCING** at the southeast corner of said Section 12, from which the south quarter corner of Section 7, Township 39 North, Range 5 West bears N87°50'24"E, 2711.10 feet;  
 Thence N79°01'17"W, 3068.02 feet to the southeast corner of the West Lagoon and the POINT OF BEGINNING;  
 Thence along the south line of said Lagoon, N88°49'29"W, 22.71 feet to the southeast corner of the Lagoon Building;  
 Thence continuing along the south line of said Lagoon, N88°49'29"W, 22.78 feet to the southwest corner of the Lagoon Building;  
 Thence continuing along the south line of said Lagoon, N88°49'29"W, 11.57 feet to the southwest corner of the Lagoon;  
 Thence along the west line of said Lagoon, N01°12'52"E, 147.06 feet to the northwest corner thereof ;  
 Thence along the north line of said Lagoon, S88°49'29"E, 57.06 feet to the northeast corner thereof;  
 Thence along the east line of said Lagoon, S01°12'52"W, 147.06 feet to the POINT OF BEGINNING.

Containing 8392 Square Feet, more or less.

**ARBORETUM WELL**

A circular parcel of land 5 feet in diameter located in the City of Moscow, Government Lot 1 of Section 19, Township 39 North, Range 5 West of the Boise Meridian, Latah County, Idaho. Said parcel being a distance of 2.50 feet from the center of an existing water well casing, the location of said well casing being described as follows:

**COMMENCING** at the south quarter corner of Section 18, from which the north quarter corner of said Section bears N01°02'31"E, 5255.74 feet;  
Thence S79°59'49"W, 1690.85 feet to the center of said well casing.

Containing 20 Square Feet, more or less.

**SCHEDULE 2**

**UNIVERSITY CAMPUS**

Parcel No: RPM1110002006A  
Address: 623 Ash Street, Moscow, Idaho 83843  
Legal Description:

The East Half of Lot 6, Block 2, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel No: RPM1050004004A  
Address: 627 Elm St, Moscow, ID 83843  
Legal Description:

Lots 4, 5 and 6, Block 4, TAYLOR & LAUDERS ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel No: RPM0190001008A  
Address: 514 Sweet Ave., Moscow, ID 83843  
Legal Description:

Lots 8 and 9 and the East 10 feet of Lot 7, DEAKIN'S FIRST ADDITION to the City of Moscow, as shown by the recorded plat thereof.

ALSO INCLUDING a portion of Lot 10 of said DEAKIN'S FIRST ADDITION to the City of Moscow, more particularly described as follows: Beginning at the Northwest corner of said Lot 10; thence South 89°58'36" East 50 feet along the North line of Lot 10; thence leaving said North line of Lot 10, South 20°11'49" West 143.60 feet; thence along the West line of Lot 10, North 0°10'46" West 134.79 feet to the True Point of Beginning.

Parcel No: RPM0320007005B  
Address: Moscow, Idaho  
Legal Description:

A parcel of land located in Lot 5, Block 7, FRONTIER ADDITION NO. 1 to the City of Moscow, Latah County, Idaho and described as follows:

Beginning at the Southwest corner of said Lot 5, Block 7, FRONTIER ADDITION NO. 1 to the City of Moscow; Thence N. 1° 06' 28" West, 264.13 feet to the Northwest corner of said Lot 5; Thence along the North line of said Lot 5, South 52° 32' 54" East, 35.00 feet; Thence S. 05° 20' 11" West, 243.85 feet to the Point of Beginning.



Parcel No: RPM0130001001A  
 Address: Ash Street, Moscow, ID 83843  
 Legal Description:

Lots 1, 4 and 5, Block 1, COCHRAN'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

TOGETHER WITH those portions of vacated streets which attach by operation of law.

Parcel No: RPM0130001002A  
 Address: Ash Street, Moscow, ID 83843  
 Legal Description:

Lots 2 and 3, Block 1, COCHRAN'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

TOGETHER WITH that portion of vacated alley which attaches by operation of law.

Parcel No: RPM00000181965  
 Address: 327 College Street, Moscow, ID 83843  
 Legal Description:

A parcel of land located in the E1/2NE1/4 of Section 18, Township 39 North, Range 5 W.B.M., within the City of Moscow, being more particularly described as follows:

Beginning at the intersection of the South right of way of College Street and the East right of way of Railroad Street, thence N. 89 degrees 58' 07" E. a distance of 229.60 feet along the South right of way of College Street to the TRUE POINT OF BEGINNING; thence continuing along the said South right of way of College Street, N. 89 degrees 58' 07" E. a distance of 49.90 feet to a point of intersection with the Southerly right of way of 8th Street; thence along the said southerly right of way of 8th Street, N. 52 degrees 15' 38" E. a distance of 54.39 feet to a point 50 feet Westerly of, as measured at right angles to, the Burlington Northern Railroad Main Track centerline; thence S. 37 degrees 41' 22" E. a distance of 450 feet on a line parallel to the Burlington Northern Railroad Main Track; thence S. 52 degrees 15' 38" W. a distance of 70.33 feet to a point on the Northerly bank of the existing creek; thence along said creek N. 42 degrees 42' 22" W. a distance of 212.24 feet; thence N. 40 degrees 22' 22" W. a distance of 220.54 feet; thence N. 31 degrees 55' 00" W. a distance of 49.02 feet to the TRUE POINT OF BEGINNING.

## EXCEPTING THEREFROM:

situated in the northeast quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, as shown on the attached Exhibit 'A', and more particularly described as follows:

Commencing at the intersection of the south right-of-way line of College Street with the east right-of-way line of Railroad Street; thence along said south right-of-way line of College Street, N89°58'07"E 229.60 feet to the northwest corner of said University of Idaho parcel; thence continuing N89°58'07"E 49.90 feet to an angle point in said right-of-way line; thence along said right-of-way line, N52°15'38"E 31.86 feet to the TRUE POINT OF BEGINNING; thence N52°15'38"E 22.53 feet to the northeast corner of said parcel; thence leaving said right-of-way line, S37°41'22"E 13.00 feet along the easterly line of said parcel; thence S82°15'38"W 26.00 feet to the TRUE POINT OF BEGINNING. Said portion contains 147 square feet, more or less.

Parcel No: RPM0700001005B  
Address: 704-710 Deakin Street, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in Section 18, Township 39 North, Range 5 West, B. M. and described as follows:

Beginning at the Northwest corner of Lot 5, Block 1, OLESEN'S ADDITION to the City of Moscow; running thence South on the East boundary line of Deakin Avenue 156 feet 3 inches; running thence East at right angles 132 feet; running thence South at right angles 67 feet; running thence East at right angles to the Southwesterly boundary line of the right-of-way of the Northern Pacific Railway Company; running thence in a Northwesterly direction along said Southwesterly boundary of the right-of-way of the Northern Pacific Railway Company to a point on said right-of-way directly East of the Place of Beginning; running thence West from said point last mentioned to the Place of Beginning.

Parcel No: RPM0760001001A  
Address: Narrow Street, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho and described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, PARADISE VALLEY ADDITION to the City of Moscow, as shown by the recorded plat thereof.

ALSO INCLUDING that portion of Lot 14, PARADISE VALLEY ADDITION to the City of Moscow, described as follows: Beginning at a point on the East boundary line of said Lot 14, 30 feet North of the Southeast corner thereof; thence South on said East boundary line 30 feet to the said Southeast corner of said Lot 14; thence West on the boundary line of said Lot 14, 60 feet more or less to the Southwest corner thereof; thence North on the West boundary line of said Lot 14, 120 feet, more or less to the Northwest corner thereof; thence East on the North boundary line of said Lot 14, 20 feet; thence South parallel with the West boundary line of said Lot 14, 40 feet; thence in a Southeasterly direction in a straight line to the Point of Beginning.

TOGETHER WITH vacated streets which attach by operation of law.

Parcel: RPM0830001001A  
 Address: Rayburn Street, Moscow, ID 83843  
 Legal Description:

Lots 1, 2, 3, 4, 5 and 6, Block 1, RAYBURN'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

TOGETHER WITH vacated streets and alleys which attach by operation of law.

Parcel #: RPM0830001002A  
 Address: Rayburn Street, Moscow, ID 83843  
 Legal Description:

Situate in the County of Latah, State of Idaho and described as follows:

Lots 7, 8, 9, 10, 11 and 12, Block 2, RAYBURN'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.

Lots 13, 14, 15, 16, 17 and 18, Block 3, RAYBURN'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH all those portions of vacated streets and alleys which attach by operation of law.

Parcel: RPM00000180210  
 Address: W 6<sup>th</sup> Street, Moscow, ID 83843  
 Legal Description:

property situated in Latah County, State of Idaho, to-wit:

A parcel of land situate in the NE¼ of Section 18, Township 39 North, Range 5, W.B.M., described as follows:

Commencing at the Northeast corner of said Section 18; thence along the North line of said Section, S.87°45'28"W. 1160.58 feet to a point that is 25 feet normally distant Southwesterly from the centerline of the main track of the Moscow Branch of the Oregon-Washington Railroad & Navigation Company, as presently constructed and operated; thence parallel with said centerline, S.36°36'32"E. 39.88 feet to a point on the Southerly right of way line of Sixth Street and the TRUE POINT OF BEGINNING; thence continuing parallel with said centerline, S.36°36'32"E. 418.84 feet; thence S.53°23'28"W. 94.84 feet; thence parallel with said centerline, N.36°36'32"W. 485 feet to a point on said Southerly right of way line of Sixth Street; thence along said Southerly line, N.88°17'28"E. 115.64 feet to the TRUE POINT OF BEGINNING.

EXCERPTING:

A parcel of land in the NE¼ of Section 18, Township 39 North, Range 5, W.B.M. described as follows:

Commencing at the Northeast corner of said Section 18; thence along the North line of said Section 18, S.87°45'28"W. 1160.58 feet to a point that is 25 feet normally distant Southwesterly from the centerline of the main track of the Moscow Branch of the Oregon-Washington Railroad and Navigation Company, as presently constructed and operated (Southwesterly R.O.W.O.W.R.R.); thence continue S.87°45'28"W. 114.89 feet along said North line, to a point that is 5.80 feet normally distant Northeasterly from the centerline of a branch line track of the Northern Pacific Railroad; thence parallel with said centerline, S.36°36'32"E. 45 feet to a point on the Southerly right of way of Sixth Street (RE: 335055 Latah County Auditor Number); and the True Point of Beginning; thence along said Southerly right of way N.88°02'06"E. 42.35 feet; thence parallel with said centerlines, S.36°36'32"E. 54.63 feet; thence perpendicular to said centerline, S.53°23'28"W. 34.84 feet to a point that is 5.80 feet normally distant from said centerline of a branch line track of the Northern Pacific Railroad; thence parallel with said centerline N.36°36'32"W. 78.70 feet to the True Point of Beginning.

Parcel: RPM000000180205  
Address: 706 Deakin Avenue, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 18, Township 39 North, Range 5 West, B. M. and described as follows: Beginning at a point 132 feet East of a point 1328 feet East and 536-3/4 feet South of Quarter Section corner in the middle of county road on section line between Sections 7 and 18, Township 39 North, Range 5 West, B. M. and running thence South 67 feet; thence East 132 feet; thence North 67 feet; thence West 132 feet to the Point of Beginning.





Parcel: RPM1050001001A  
Address: 603 Deakin avenue Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

The North 50 feet of Lots 1 and 2, Block 1, TAYLOR & LAUDER'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH the West 9 feet of Deakin Street and the South 9.5 feet of Sixth Street as disclosed in City of Moscow Ordinance No. 1029, recorded March 10, 1961 in Book 10 of Miscellaneous at Page 189, records of Latah County, Idaho.

Parcel: RPM1050001002A  
Address: 609 Deakin Avenue, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho and described as follows:

The North 90 feet of the South 100 feet of Lots 1 and 2, Block 1, TAYLOR & LAUDER'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH the West 9 feet of DEAKIN AVENUE as disclosed in Deed recorded June 11, 1949 in Book 118 of Deeds at Page 47, records of Latah County, Idaho.

Parcel: RPM1050001003A  
Address: Deakin Avenue, Moscow ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho and described as follows:

The South 10 feet of Lots 1 and 2 and the North 40 feet of Lot 3, Block 1, TAYLOR & LAUDER'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH property described in Ordinance No. 1029, recorded March 10, 1961 in Book 10 of Miscellaneous at Page 191, records of Latah County, Idaho.

Parcel: RPM1050001004A  
Address: 631 Deakin Street, Moscow ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho and described as follows:

The South 10 feet of Lot 3 and all of Lots 4, 5 and 6, Block 1, TAYLOR & LAUDER'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH the West 9 feet of Deakin Avenue as disclosed in Deed, recorded June 11, 1949 in Book 118 of Deeds at Page 47, records of Latah County, Idaho.

TOGETHER WITH the vacated portion of Seventh Street as disclosed in Ordinance No. 875, recorded November 14, 1960 in Book 10 of Miscellaneous at Page 142, records of Latah County, Idaho.

Parcel: RPM1050001007A  
Address: 630 Elm Street, Moscow ID 83843  
Legal Description:

Lots 7 and 8, Block 1, TAYLOR AND LAUDER'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM1050001009A  
Address: Elm Street, Moscow ID 83843  
Legal Description:

Lots 9 and 10, Block 1, TAYLOR AND LAUDER'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM1050002001A  
Address: Deakin Avenue, Moscow ID 83843  
Legal Description:

Lots 1, 2, 3, 4 and the North 11 feet of Lot 5, Block 2, TAYLOR & LAUDER'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM1050002010A  
Address: 706 Elm Street, Moscow ID 83843  
Legal Description:

The North 40 feet of Lot 9 and all of Lot 10, Block 2, TAYLOR AND LAUDER'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM1050003001A  
Address: 7<sup>th</sup> Street, Moscow ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, described as follows:

A portion of Lot 1, Block 3, TAYLOR & LAUDER'S ADDITION to the City of Moscow, as shown by the recorded plat thereof described as follows: Beginning at the Northeast corner of Lot 1, Block 3, TAYLOR & LAUDER'S ADDITION; thence South 3.07 feet along the East property line of said lot; thence S. 86° 06' 20" W. a distance of 120.28 feet; thence North 11.35 feet along the West property line of said lot; thence S. 89° 57' E. a distance of 120 feet along the North property line of said lot to the Point of Beginning.

ALSO INCLUDING Beginning at the Northeast corner of Lot 10, Block 3, TAYLOR AND LAUDER'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, running thence West (N. 89° 57' W.) along the North line of said Lot 10 and the continuation of said North line of said Lot 10 and the continuation of said North line of Lot 10 a distance of 160.0 feet; thence South a distance of 280.0 feet to the North line of Idaho Avenue; thence East (S. 89° 57' E.) a distance of 160.0 feet along said North line of Idaho Avenue to the West boundary line of the alley in Block 3 of TAYLOR AND LAUDER'S ADDITION; thence North a distance of 280.0 feet along said West line of the alley to the Point of Beginning.

Parcel: RPM11100010010  
Address: 615 W 6<sup>th</sup> Street, Moscow ID 83843  
Legal Description:

Lot 1, Block 1, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM11100010020  
Address: 617 W 6<sup>th</sup> Street, Moscow, ID 83843  
Legal Description:

Lot 2, Block 1, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM11100010050  
Address: 618 Ash Street, Moscow ID 83843  
Legal Description:

Lot 5, Block 1, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.



Parcel: RPM1110001009A  
Address: 630 Ash Street, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho and described as follows:

The South 1/2 of Lot 8 and all of Lot 9, Block 1 UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof.

EXCEPTING THEREFROM Beginning at the Southeast corner of Lot 9, Block 1, of said UNIVERSITY ADDITION; thence N. 89° 57' West a distance of 120 feet along the South property line of said lot; thence North 2.55 feet along the West property line of said lot; thence North 86° 06' 20" East a distance of 120.28 feet; thence South 10.83 feet along the East property line to the Point of Beginning.

Parcel: RPM1110001009B  
Address: Ash Street, Moscow ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho and described as follows:

A parcel of land located in Lot 9, Block 1, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof and described as follows: Beginning at the Southeast corner of Lot 9, Block 1, of said UNIVERSITY ADDITION; thence N. 89° 57' West a distance of 120 feet along the South property line of said lot; thence North 2.55 feet along the West property line of said lot; thence North 86° 06' 20" East a distance of 120.28 feet; thence South 10.83 feet along the East property line to the Point of Beginning.

Parcel: RPM1110002001A  
Address: 725 W 6<sup>th</sup> Street, Moscow, ID 83843  
Legal Description:

Lots 1, 2 and 3, Block 2, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM1110002004A  
Address: 725 W 6<sup>th</sup> Street, Moscow ID, 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

Lot 4, Block 2, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

EXCEPTING THEREFROM the South 19.7 feet of said Lot 4.

TOGETHER WITH the vacated portion of Urquhart Street which attaches by operation of law.

Parcel: RPM1110002005A  
Address: Urquhart Street, Moscow ID 83843  
Legal Description:

The South 19.7 feet of Lot 4 and the West 1/2 of Lots 5 and 6, Block 2, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM1110002005B  
Address: Ash Street, Moscow, ID 83843  
Legal Description:

The East 82.755 feet of Lot 5, Block 2, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM11100020070  
Address: 621 Ash Street, Moscow ID 83843  
Legal Description:

Lot 7, Block 2, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

TOGETHER WITH that portion of vacated street which attached by operation of law.

Parcel: RPM11100020080  
Address: Ash Street, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

Lot 8, Block 2, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH that portion of the vacated street that attaches by operation of law.

Parcel: RPM1110002009A  
Address: Ash Street, Moscow ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

Lots 9 and 10, Block 2, UNIVERSITY ADDITION to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH that portion of vacated streets which attach by operation of law.

Parcel: RPM1150001006B  
Address: 418 College Street, Moscow, ID 83843  
Legal Description:

The South 16 feet of the East 67 feet of Lot 5 and the East 67 feet of Lot 6, Block 1, URQUHART'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM1150001007A  
Address: College Street, Moscow, ID 83843  
Legal Description:

The West 68.5 feet of the Lots 7, 8 and 9, Block 1, URQUHART'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM1150001008A  
Address: 404 College Street, Moscow, ID 83843  
Legal Description:

The East Half of Lots 7, 8 and 9, Block 1, URQUHART'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM1150001011A  
Address: 413 Narrow Street, Moscow, ID 83843  
Legal Description:

The West 55 feet of Lots 10, 11 and 12, Block 1, URQUHART'S ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM1150002002A  
Address: 326 College Street, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

Lots 1 and 2 and the West 100 feet of Lots 3 and 4 and 5, Block 2, URQUART'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.

EXCEPTING THEREFROM those portions of Lots 1 and 2 previously conveyed by instruments recorded in Book 125 of Deeds at Page 10 and in Book 128 of Deeds at Page 148, records of Latah County, Idaho.

Parcel: RPM1150002003A  
Address: 312 College Street, Moscow ID 83843  
Legal Description:

A parcel of land located in Lots 3, 4 and 5, Block 2, URQUHART'S ADDITION to the City of Moscow, as shown by the recorded plat thereof in Latah County, Idaho and described as follows:

Beginning at a point 100 feet East of the Southwest corner of Lot 5, Block 2, URQUHART'S ADDITION to the City of Moscow, as shown by the recorded plat thereof; thence running East 98 feet; thence Northerly 120 feet to the Northeast corner of Lot 3 of said Block 2; thence West along the North line of said Lot 3 to a point 100 feet East of the Northwest corner of said Lot 3; thence South 120 feet to the Point of Beginning.

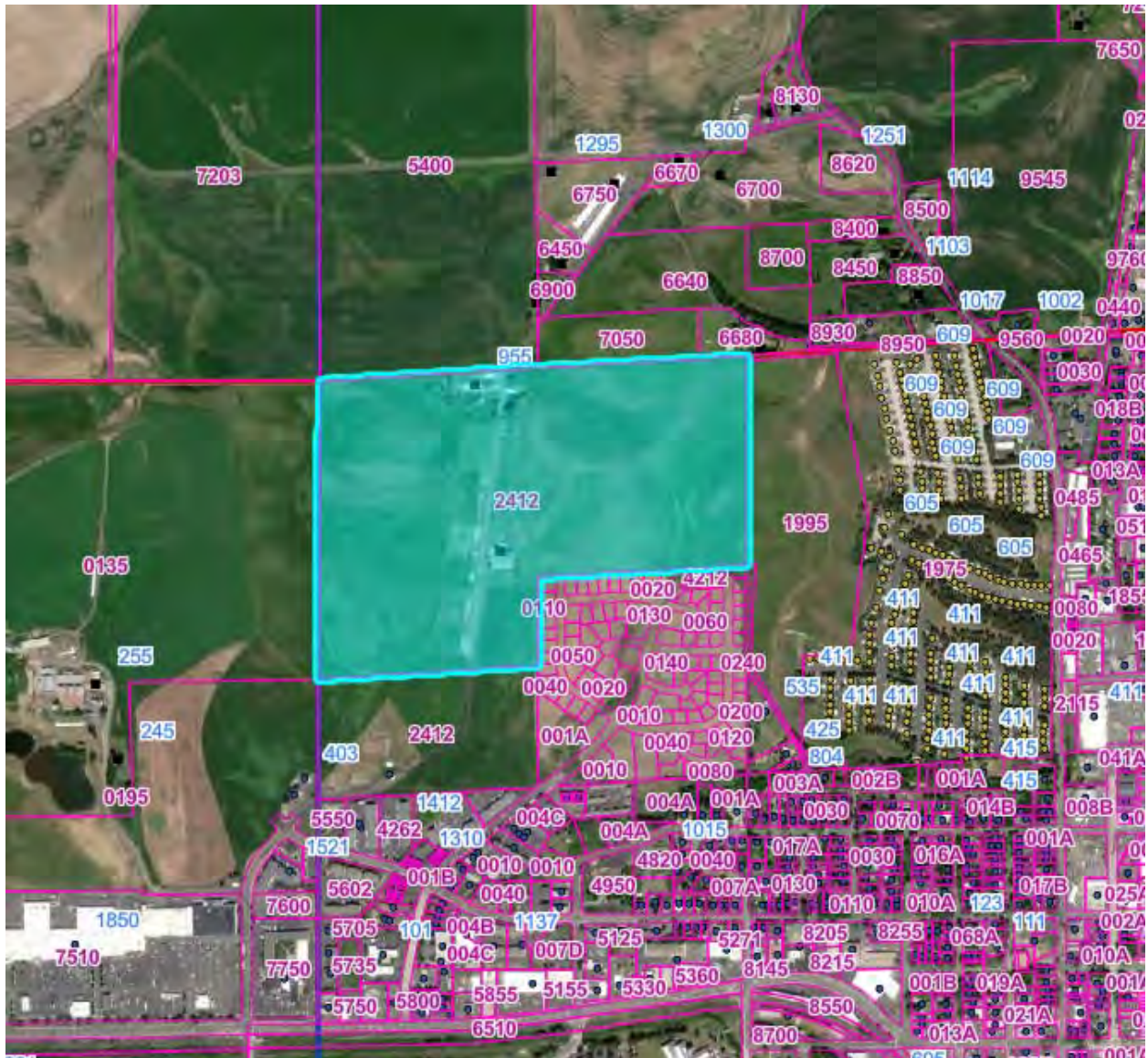
Parcel: RPM1160001001A  
Address: W 6<sup>th</sup> Street, Moscow, ID 83843  
Legal Description:

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1, URQUHART'S SECOND ADDITION to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

TOGETHER WITH that portion of vacated Seventh Street Adjacent to Lot 8, Block 1, URQUHART'S 2ND ADDITION, as set out in Ordinance No. 91-01 recorded February 1, 1991 as Instrument No. 381044, records of Latah County, Idaho.



The NE 1/4 of the NW 1/4 AND Government Lot 1 (NW 1/4 NW 1/4) AND the North 17.67 acres of Government Lot 2 (SW 1/4 NW 1/4) all in Section 7, Township 39 North, Range 5 West, Boise Meridian.

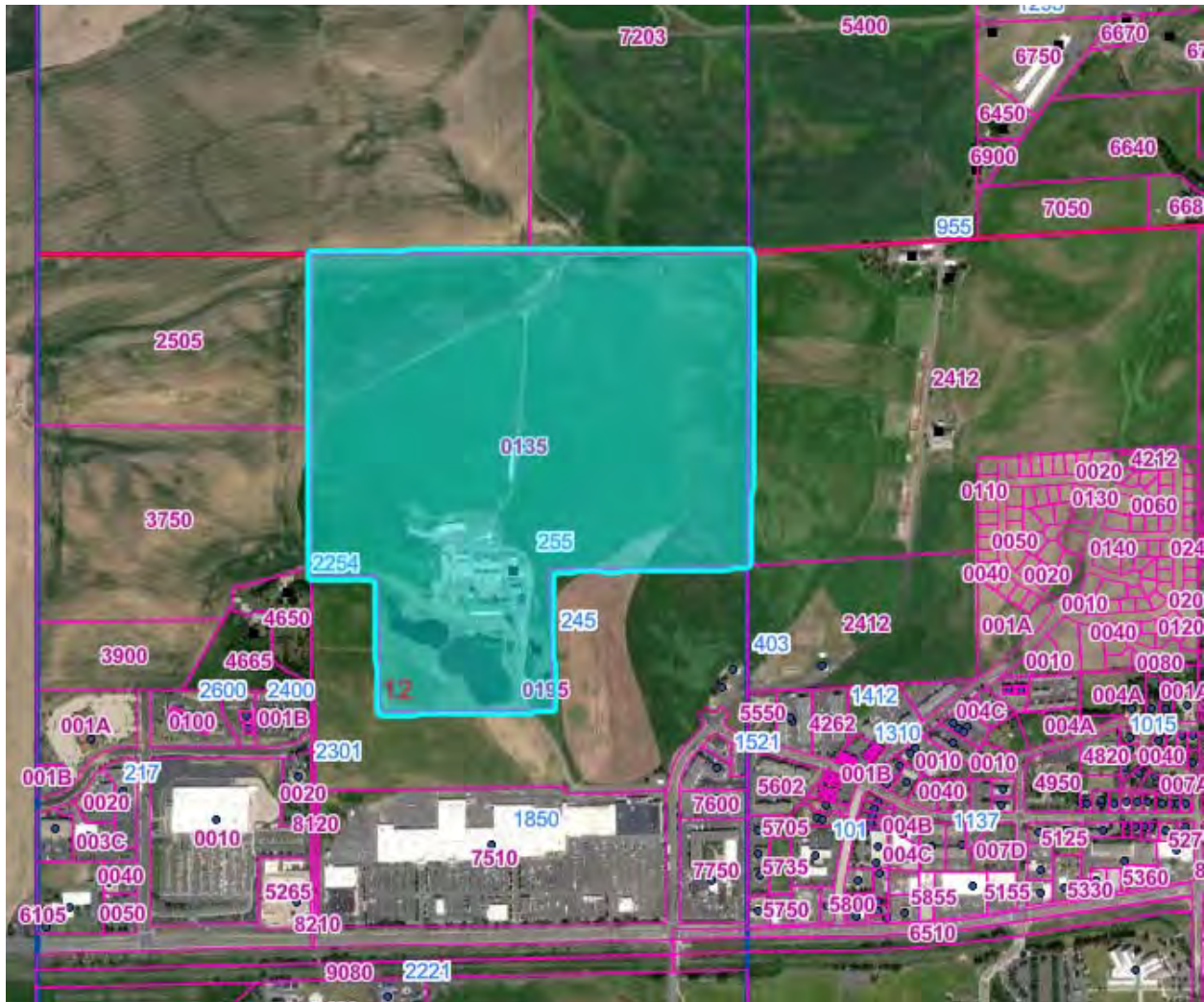


**TAB 1 Page 769**

Parcel: RPM1150002001A  
Address: Railroad Street, Moscow, ID 83843  
Legal Description:

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**TAB 1 Page 770**





Situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in Lot 1, Block 2, URQUHART'S ADDITION to the City of Moscow, as shown by the recorded plat thereof and more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Block 2, URQUHART'S ADDITION to the City of Moscow and running thence East 28 feet; thence South 54 feet; thence West 28 feet; thence North 54 feet to the Point of Beginning.

Parcel: RPM1150001001A  
Address: 722 Deakin Street, Moscow, ID 83843  
Legal Description:

Lots 1 and 2, Block 1, URQUHART'S ADDITION to to the City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

Parcel: RPM00000127600  
Address: 120 Farm Road, Moscow, ID 83843  
Legal Description:

That portion of land located in Latah County, State of Idaho in the NE 1/4 of the SE 1/4 of Section 12, Township 39 North, Range 6 West, B. M. described as follows:

Beginning at the Southeast corner of said Section 12; thence N. 00° 04' 30" W, along the East line of said Section 12, 1884.70 feet to the True Point of Beginning; thence S. 89° 05' 35" W. 412.97 feet; thence N. 00° 38' 45" W. 161.50 feet; thence N. 88° 31' 00" E, 414.66 feet; thence S. 00° 04' 30" E, along the East line of said Section 12, 165.69 feet to the True Point of Beginning.

Parcel: RPM00000127750  
Address: 1516 W. Pullman Road, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

All that portion of the E 1/2 of the SE 1/4 of Section 12, Township 39 North, Range 6 West, B. M., described as follows:

Beginning at the Southeast corner of said Section 12; thence N. 00° 04' 30" W, along the East section line, 1284.40 feet to a point on the North right of way line of the Moscow-Pullman Highway and the True Point of Beginning; thence S. 88° 51' 00" W. along said right of way line, 407 feet; thence N. 00° 38' 45" W. 601.97 feet; thence N. 89° 05' 35" E. 412.97 feet to the East line of said Section 12; thence S. 00° 04' 30" E, along said East line 600.30 feet to the True Point of Beginning.

Parcel: RPM00000129605  
Address: Farm Road, Moscow ID 83843  
Legal Description:



Situate in the County of Latah, State of Idaho, to-wit:

All that portion of the Southeast Quarter of Section 12, Township 39 North, Range 6 West, B. M., lying and being South of the Spokane and Palouse Railroad Right-of-Way.

Parcel: RPM1150002001B

Address: Narrow Street, Moscow, ID 83843

Legal Description:

A parcel of land located in Lots 1 and 2, Block 2, Urquhart's Addition to the City of Moscow, as shown by the recorded plat thereof, described as follows:

Beginning at a point 28 feet east of the northwest corner of Lot 1, Block 2 of Urquhart's Addition to the City of Moscow, as shown by the recorded plat thereof and running thence South 54.0 feet along a line parallel to the West line of said Block 2; thence East 35.0 feet; thence S 32°57' E 47.67 feet; thence East 37.0 feet; thence N 33°47'W 113.16 feet; thence West 35.0 feet to the point of beginning, all in Latah County, State of Idaho.

Parcel: RPM00000130250 also says RPM00000120250

Address: S Pullman Road, Moscow, ID 83843

Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

The NE 1/4 of the NE 1/4 AND The East 18.14 acres of the NW 1/4 of the NE 1/4 AND The Northeast 15.64 acres of the SW 1/4 of the NE 1/4 lying North of the County Road AND The North 18 acres of the SE 1/4 of the NE 1/4 all being in Section 13, Township 39 North, Range 6 West of the Boise Meridian.

Parcel: RPM00000130850

Address: Old Pullman Road, Moscow, ID 83843

Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

The West 21.86 acres of the NW 1/4 of the NE 1/4 AND The West 24.36 acres of the SW 1/4 of the NE 1/4 AND the 22 acres of the SE 1/4 of the NE 1/4 lying South of the County Road AND the East 1/2 of the NW 1/4 AND Government Lots 1 and 2 all being in Section 13, Township 39 North, Range 6 West of the Boise Meridian.

Parcel: RPM0130001006A  
Address: Pine Street, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, and described as follows:

Lots 6, 7, 8, 9 and 10, Block 1 COCHRAN'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.  
TOGETHER WITH all vacated streets and alleys which attach by operation of law.

Parcel: RPM0130002006A  
Address: Ash Street, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho and described as follows:

Lots 6, 7, 8, 9 and 10, Block 2, COCHRAN'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.

EXCEPTING THEREFROM a piece of ground out of Lot 9 described as follows, to-wit: Beginning at the Southeast corner of Lot 9 and running thence North 36 feet along the line of the alley of Block 2; thence West 18 feet; thence South 36 feet; thence East 18 feet, along the line of Lot 8 to the Place of Beginning.

Parcel: RPM1030030030  
Address: Deakin Avenue, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho and described as follows:

Lot 3, Block 3, COCHRAN'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.  
TOGETHER WITH those portions of vacated streets which attach by operation of law.

Parcel: RPM01300030040  
Address: Deakin Avenue, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho and described as follows:

Lot 4, Block 3, COCHRAN'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.

Parcel: RPM01300030050  
Address: Deakin Avenue, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho and described as follows:

Lot 5, Block 3, COCHRAN'S ADDITION to the City of Moscow, as shown by the recorded plat thereof.

Parcel: RPM0140001001A  
Address: 550 S. Line Street, Moscow, ID 83843  
Legal Description:

Lots 1, 2, 3, 4, 5 and 6, Block 1, COLLEGE HOMES ADDITION to City of Moscow, as shown by the recorded plat thereof, records of Latah County, Idaho.

TOGETHER WITH those portions of vacated streets and alleys which attach by operation of law.

Parcel: RPM0140001007A  
Address: 822 W. 6<sup>th</sup> Street, Moscow, ID 83843  
Legal Description:

Lots 7 and 8, Block 1, COLLEGE HOMES ADDITION to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH that portion of street which attaches by operation of law.

Parcel: RPM0140001009A  
Address: S Line Street, Moscow, ID 83843  
Legal Description:

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, Block 1, COLLEGE HOMES ADDITION to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH those portions of vacated streets and alley which attach by operation of law.

Parcel: RPM00000180545  
 Address: Sweet Avenue, Moscow, ID 83843  
 Legal Description:

A parcel of land located in the E1/4 of Section 18, T39N, R5W, BM, within the City of Moscow, Latah County, Idaho and being more particularly described as follows:

Commencing at the northeast corner of said Section 18, thence S 0°11'15" E, 1894.04 feet along the east boundary of said Section 18; thence N 74°30'00" W, 38.56 feet to the intersection of the north right-of-way line of Sweet Avenue and the west right-of-way line of Main Street and the True Point of Beginning;

Thence N 74°30'00" W, 968.61 feet along the northerly right-of-way line of Sweet Avenue to the east right-of-way line of Railroad Street;

Thence N 0°10'46" W, 586.09 feet along the east right-of-way line of Railroad Street to the south right-of-way line of College Street;

Thence N 89°58'07" E, 279.50 feet along the south right-of-way line of College Street to the south right-of-way line of Eighth Street;

Thence N 52°15'38" E, 54.39 feet along the south right-of-way line of Eighth Street to a point 50.00 feet westerly of, as measured at right angles to, the centerline of the main Burlington Northern Railroad Track;

Thence S 37°44'22" E, 767.66 feet, on a line parallel to and 50.00 feet westerly of the centerline of the main Burlington Northern Railroad track;

Thence continuing parallel to, and 50.00 feet westerly of, the centerline of the main Burlington Northern Railroad Track, 203.03 feet along a curve to the left, the chord of said curve bearing S 44°53'07" E, 202.50 feet, to the west right-of-way line of Main Street;

Thence S 0°01'27" W, 127.83 feet, along the west right-of-way line of Main Street, to the True Point of Beginning.

Less and Except:

A parcel of land located in the E1/2NE1/4 of Section 18, Township 39 North, Range 5 West, Boise Meridian, within the City of Moscow, County of Latah, State of Idaho, being more particularly described as follows:

Beginning at the intersection of the South right-of-way of College Street and the East right-of-way of Railroad Street, thence N89°58'07"E a distance of 229.60 feet along the South right-of-way of College Street to the true Point of Beginning; thence continuing along the said South right-of-way of College Street, N89°58'07"E a distance of 49.90 feet to a point of intersection with the Southerly right-of-way of 8th Street; thence along the said Southerly right-of-way of 8th Street, N52°15'38"E a distance of 54.39 feet to a point 50.00 feet Westerly of, as measured at right angles to, the Burlington Northern Railroad Main Track centerline; thence S37°41'22"E a distance of 450.00 feet on a line parallel to the Burlington Northern Railroad Main Track; thence S52°15'38"W a distance of 70.33 feet to a point on the Northerly bank of the existing creek; thence along said creek N42°42'22"W a distance of 212.24 feet; thence N40°22'22"W a distance of 220.54 feet; thence N31°55'00"W a distance of 49.02 feet to the true Point of Beginning.

Parcel: RPM0190001010A  
 Address: Sweet Avenue, Moscow, ID 83843  
 Legal Description:

Situate in the County of Latah, State of Idaho, and described as follows:

Lot 10, DEAKIN'S FIRST ADDITION to the City of Moscow, as shown by the recorded plat thereof.

EXCEPTING THEREROM that portion of said Lot 10 that lies West of a straight line between the Southwest and Northeast corners.



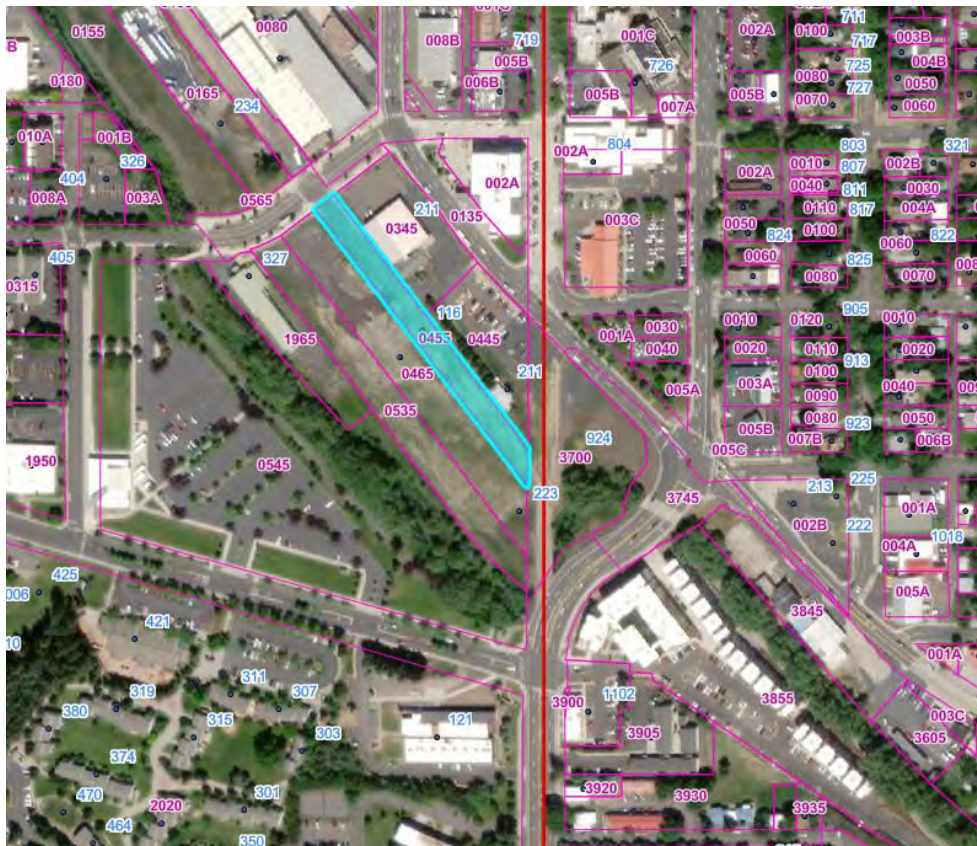
Parcel: RPM00000180455  
 Address: 116 College Street, Moscow, ID 83843  
 Legal Description:

A parcel of land located in the E 1/2 NE 1/4 of Section 18, Township 39 North, Range 5 West, B.M., being the 50 foot wide railroad right of way commonly known as the Union Pacific Railroad Company (UPRR) right of way, lying between College Street and Main Street in the City of Moscow, Latah County, Idaho and described as follows:

COMMENCING at the Northeast corner of Section 18, Township 39 North, Range 5, West, BM, from which the North one quarter corner of said section bears S. 87°45'17" W.; thence S. 87°45'17" W. 1276.12 feet along the North line of said Section 18; thence S. 36°38'03" E. 1121.93 feet to the intersection of the Northeasterly line of the railroad right of way commonly known as the Northern Pacific Railway Company Lewiston Branch line right of way (NPRR) and the Southeasterly right of way of College Street; thence N. 53°27'42" E. 95.00 feet along the College Street right of way to the intersection with the UPRR right of way and the POINT OF BEGINNING; thence continuing along said right of way N. 53°27'42" E. 50.00 feet to the intersection with the Northeasterly line of said UPRR right of way; thence S. 36°38'03" E. 721.65 feet along the UPRR right of way to the intersection with the West right of way of Main Street; thence S. 01°07'12" W. 81.66 feet along Main Street to the intersection with the Southwesterly line of the UPRR right of way; thence N. 36°38'03" W. 786.30 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM: Commencing at the northeast corner of said Section 18, thence along the east line of said Section 18 S. 00°54'38" W. 1490.97 feet; thence N 36°38'03" W 58.51 feet to the southeast corner of the B & G Ventures, LLC. tract as shown on Record of Survey No. 506751, records of said Latah County; thence continuing N 36°38'03" W 721.65 feet along the northeasterly boundary of said tract to the southerly right of way line of College Street and the TRUE POINT OF BEGINNING; thence S 53°27'42" W 215.84 feet along said right-of-way line to the northwest corner of said tract; thence S 36°38'03" E 13.00 feet along the southeasterly boundary of said tract; thence N 66°55' 18" E 73.03 feet; thence N 53°27'42" E 144.84 feet, parallel with and 30 feet distant of, when measured perpendicularly, said southerly right-of-way line of College Street; thence N 36°38'03" W 30.00 feet along the northeasterly boundary of said tract to the TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM those parcel of land contained in Warranty Deed, recorded as Instrument No. 551282 and Quit Claim Deed, recorded as Instrument No. 498133, records of Latah County, Idaho.



Parcel: RPM00000180465  
 Address: College Street, Moscow, ID 83843

## Legal Description:

The land referred to herein is situated in the State of Idaho, County of Latah and is described as follows:

A parcel of land located in the E1/2NE1/4 of Section 18, Township 39 North, Range 5 West, B.M., and being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 18; thence S. 00°54'38" W., 1490.97 feet along the east line of said Section 18; thence departing said east line, N. 36°38'03" W. 58.81 feet to the TRUE POINT OF BEGINNING; thence S. 01°07'12" W., 311.54 feet; thence 202.85 feet along a non tangent curve to the right, Delta = 14°16'45", Radius = 813.94 feet, Chord = 202.33 feet, and a Chord Bearing = N. 43°46'25" W.; thence N. 36°38'03" W., 767.71 feet; thence N. 53°27'42" E., 215.84 feet; thence S. 36°38'03" E., 721.65 feet, to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM that portion deeded to the City of Moscow, as more fully set out in those certain Warranty Deeds recorded under Recorder's Fee No.'s 498133 and 551282.

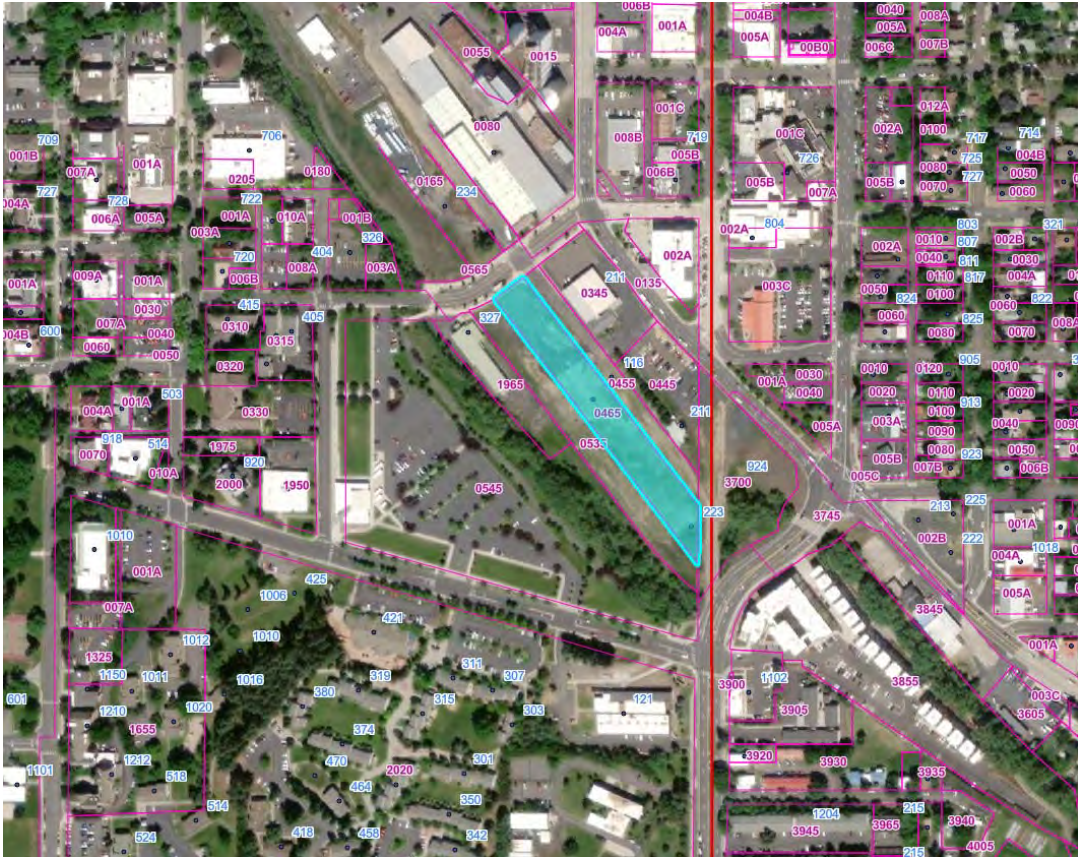
ALSO EXCEPTING THEREFROM A parcel of land located in the E1/2 NE 1/4 of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho being the 71 foot wide railroad right of way commonly known as the Northern Pacific Railway Company (NPRR) Lewiston Branch line right of way, lying between College Street and Main Street in the City of Moscow, Latah County, Idaho and described as follows:

Commencing at the northeast corner of section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho from which the north one quarter corner of said section bears South 87°45'17" West; Thence South 87°45'17" West 1276.12 feet along the north line of said section 18; Thence South 36°38'03" East 1121.93 feet to the intersection of the northeasterly line of the NPRR right of way and the southeasterly right of way of College Street and the Point of Beginning; Thence South 36°38'03" East 909.13 feet along the NPRR right of way to the intersection with the west right of way of Main Street; thence South 01°07'12" West 74.89 feet along Main Street to the intersection with the southwesterly line of the NPRR right of way; Thence 202.85 feet northwesterly along said right of way on a non-tangent curve to the right, having a radius of 813.94 feet and a chord which bears North 43°46'25" West; Thence North 36°38'03" West 767.71 feet to the intersection with the southeasterly right of way of College Street; Thence North 53°27'42" East 71.00 feet along College Street to the Point of Beginning.

AND ALSO EXCEPTING THEREFROM A parcel of land located in the NE1/4NE1/4 of Section 18, Township 39 North, Range 5 West, B.M., being a portion of the railroad right of way commonly known as the Moscow Branch of the Union Pacific Railroad Company (UPRR) right of way lying between Sixth Street and College Street (also known as 8th Street) in the City of Moscow, Latah County, Idaho and described as follows:

COMMENCING at the Northeast corner of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho from which the north one quarter corner of said section bears South 87°45'17" West; thence along the north line of said section, South 87°45'17" West, 1100.40 feet to the northwest corner of that parcel of land conveyed in a warranty deed to Crites-Moscow Growers, Inc., Recorder's file no. 314097; thence along the southwesterly line of said parcel and 25 feet northeasterly and parallel with the main track centerline of the UPRR right of way, South 36°38'03" East, 40.60 feet to the intersection with the south right of way line of Sixth Street and the POINT OF BEGINNING; thence continuing along the southwesterly line of said parcel, parallel with the UPRR main track centerline, the following three (3) courses: South 36°38'03" East, 802.36 feet; North 53°21'57" East, 5.00 feet; South 36°38'03" East, 120.00 feet to the northwesterly right of way line of College Street; thence along the northwesterly line of College Street, South 53°27'42" West, 55.00 feet to the intersection with the southwesterly line of the UPRR right of way; thence along the southwesterly line of said right of way, 25 feet southwesterly and parallel with the main track centerline, North 36°38'03" West, 957.17 feet to the intersection with the south right of way line of Sixth Street; thence along the south line of Sixth Street, North 88°16'46" East, 60.97 feet to the POINT OF BEGINNING.







Parcel: RPM00000180535  
 Address: College Street, Moscow, ID 83843  
 Legal Description:

A parcel of land located in the E1/2NE of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho being the 71 foot wide railroad right of way commonly known as the Northern Pacific Railway Company (NPRR) Lewiston Branch line right of way, lying between College Street and Main Street in the City of Moscow, Latah County, Idaho and described as follows:

Commencing at the northeast corner of section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho from which the north one quarter corner of said section bears South 87°45'17" West; Thence South 87°45'17" West 1276.12 feet along the north line of said section 18; Thence South 36°38'03" East 1121.93 feet to the intersection of the northeasterly line of the NPRR right of way and the southeasterly right of way of College Street and the **Point of Beginning**; Thence South 36°38'03" East 909.13 feet along the NPRR right of way to the intersection with the west right of way of Main Street; thence South 01°07'12" West 74.89 feet along Main Street to the intersection with the southwesterly line of the NPRR right of way; Thence 202.85 feet northwesterly along said right of way on a non-tangent curve to the right, having a radius of 813.94 feet and a chord which bears North 43°46'25" West; Thence North 36°38'03" West 767.71 feet to the intersection with the southeasterly right of way of College Street; Thence North 53°27'42" East 71.00 feet along College Street to the **Point of Beginning**.

Parcel: RPM00000180105  
 Address: W 6<sup>th</sup> Street, Moscow, ID 83843  
 Legal Description:

A parcel of land located in the NE1/4NE1/4 of Section 18, Township 39 North, Range 5 West, B.M., being a portion of the railroad right of way commonly known as the Moscow Branch of the Union Pacific Railroad Company (UPRR) right of way lying between Sixth Street and College Street (also known as 8<sup>th</sup> Street) in the City of Moscow, Latah County, Idaho and described as follows:

COMMENCING at the Northeast corner of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho from which the north one quarter corner of said section bears South 87°45'17" West; thence along the north line of said section, South 87°45'17" West, 1100.40 feet to the northwest corner of that parcel of land conveyed in a warranty deed to Crites-Moscow Growers, Inc., Recorder's file no. 314097; thence along the southwesterly line of said parcel and 25 feet northeasterly and parallel with the main track centerline of the UPRR right of way, South 36°38'03" East, 40.60 feet to the intersection with the south right of way line of Sixth Street and the POINT OF BEGINNING; thence continuing along the southwesterly line of said parcel, parallel with the UPRR main track centerline, the following three (3) courses: South 36°38'03" East, 802.36 feet; North 53°21'57" East, 5.00 feet; South 36°38'03" East, 120.00 feet to the northwesterly right of way line of College Street; thence along the northwesterly line of College Street, South 53°27'42" West, 55.00 feet to the intersection with the southwesterly line of the UPRR right of way; thence along the southwesterly line of said right of way, 25 feet southwesterly and parallel with the main track centerline, North 36°38'03" West, 957.17 feet to the intersection with the south right of way line of Sixth Street; thence along the south line of Sixth Street, North 88°16'46" East, 60.97 feet to the POINT OF BEGINNING.

Parcel: RPM00000180155  
 Address: W 6<sup>th</sup> Street, Moscow, ID 83843  
 Legal Description:

A parcel of land located in the N1/2NE of Section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho being the 131 foot wide railroad right of way commonly known as the Northern Pacific Railway Company (NPRR) Lewiston Branch line right of way, lying between Sixth Street and College Street in the City of Moscow, Latah County, Idaho and described as follows:

Commencing at the Northeast corner of section 18, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho from which the north one quarter corner of said section bears South 87°45'17" West; Thence South 87°45'17" West 1276.12 feet along the north line of said section 18; Thence South 36°38'03" East 38.64 feet to the intersection of the northeasterly line of the NPRR right of way with the south right of way line of sixth street and the **POINT OF BEGINNING**; thence South 36°38'03" East 1023.31 feet along the NPRR right of way to the intersection with the northwesterly right of way of College Street; Thence South 53°27'42" West 64.76 feet along College Street; Thence continuing along said Street North 88°48'51" West 141.27 feet; Thence leaving College Street North 13°22'12" West 114.83 feet to a point in the southwesterly line of the NPRR right of way; Thence North 36°38'03" West 813.53 feet along said right of way to the intersection with the east right of way of Deakin Street; Thence North 01°11'09" East 89.50 feet (89.78 feet) along the east line of said Street to the intersection with the south right of way of Sixth Street; Thence North 88°16'13" East 92.82 feet along Sixth Street to the **POINT OF BEGINNING**.

Parcel: RPM0220001001B  
 Address: Nez Perce Drive, Moscow, ID 83843  
 Legal Description:

Lots 1, 2, 3, 4, 5 and 6, Block 1, DEAKIN'S 4TH ADDITION to the City of Moscow, as shown by the recorded plat thereof.

TOGETHER WITH that portion of vacated Baxter Street and other streets which attach by operation of law.

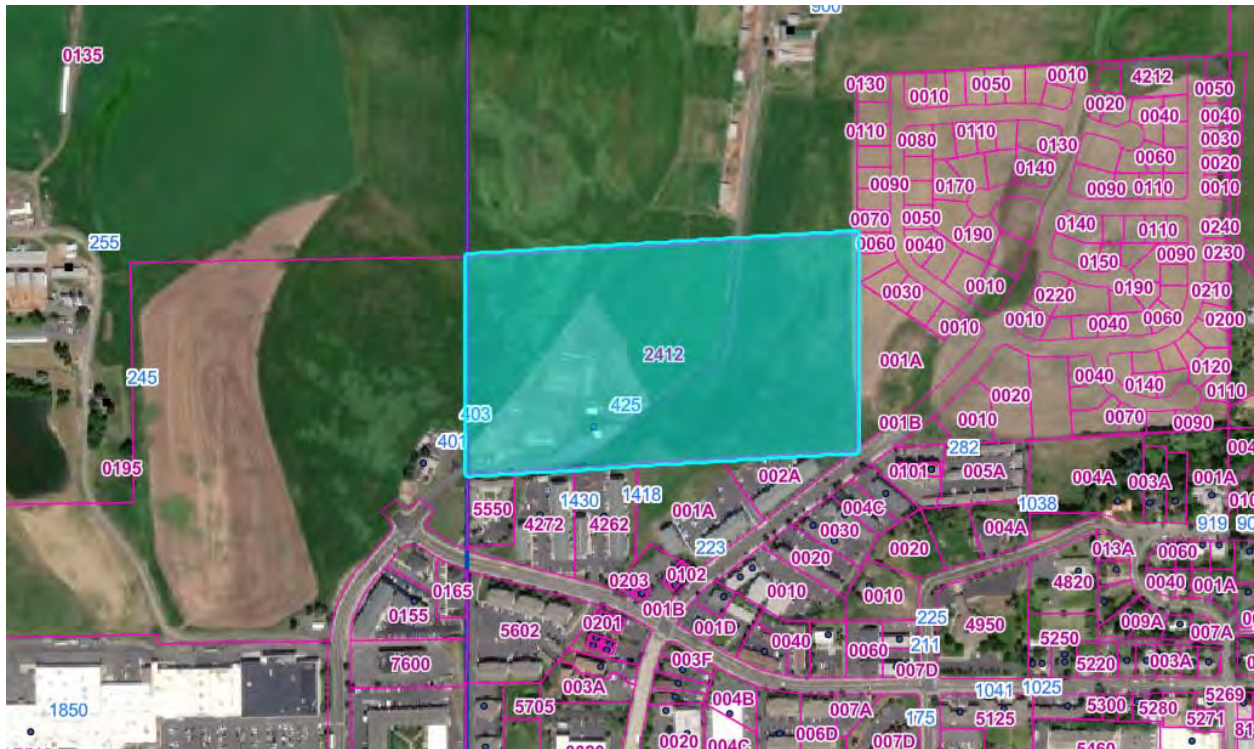
ALSO INCLUDING a parcel of land located in the W 1/2 of the NE 1/4 of Section 18, Township 39 North, Range 5 West of the Boise Meridian and more particularly described as follows: Commencing at a point 1060 feet South of the Northwest corner of the Northeast Quarter of Section 18, Township 39 North, Range 5 West, B. M. and running thence South a distance of 933 1/2 feet; thence East at right angles a distance of 933 1/2 feet; thence North at right angles a distance of 933 1/2 feet; thence West at right angles to the Place of Beginning.

AND ALSO INCLUDING Commencing at a point 60 feet Easterly and at right angles from a point on the North and South subdivision line of Section 18, Township 39 North, Range 5 West Boise Meridian, 730 feet South of the 1/4 Section corner on the North line of said Section 18; thence in a Southerly direction parallel to the said North and South subdivision line of Section 18, a distance of 250 feet; thence angle to the left 90° in an Easterly direction a distance of 198 feet; thence angle to the left of 90° in a Northerly direction a distance of 250 feet; thence angle to the left of 90° in a Westerly direction a distance of 198 feet to the Place of Beginning.

Parcel: RPM00000072412  
Address: 425 Farm Road, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

The South 24 acres of Government Lot 2 (SW 1/4 NW 1/4) of Section 7, Township 39 North, Range 5 West, B. M.



Parcel: RPM00000076510  
 Address: W Pullman Road, Moscow, ID 83843  
 Legal Description:

A portion of the former 100 foot wide right of way commonly known as the Moscow Branch of the Union Pacific Railroad Company situate in the SE1/4SE1/4 of Section 12, Township 39 North, Range 6 West, B.M., and the S1/2SW1/4 of Section 7, Township 39 North, Range 5 West Boise, B.M., described in the Donative Quit Claim Deed dated June 1, 1997 and recorded with the Recorder's Office of said Latah County as Instrument No. 428141 with said portion described as follows:

COMMENCING at the southeast corner of said Section 12; thence N. 01°01'08" E. 1074.28 feet along the east line of the SE1/4 of said Section 12 to the southerly line of said former railroad right of way and the Point of Beginning; thence S. 89°36'44" W. 413.06 feet along said southerly right of way line to the proposed east right of way line of Perimeter Drive; thence N. 00°57'25" E. 100.03 feet along said Perimeter Drive right of way line to the northerly line of said former railroad right of way; thence N. 89°36'44" E. 1155.30 feet along said northerly right of way line to a point of curvature; thence continuing along said northerly right of way line, easterly 736.72 feet along a curve to the left, said curve having a radius of 5579.58 feet, a central angle of 07°33'55", and a chord bearing N. 85°51'46" E. 736.18 feet; thence continuing along said northerly right of way line N.82°06'48" E. 970.24 feet to a point of curvature; thence continuing along said northerly right of way line, easterly 244.25 feet along a curve to the right, said curve having a radius of 1482.39 feet, a central angle of 09°26'26", and a chord bearing N. 86°46'50" E. 243.98 feet to the proposed west right of way of Line Street; thence S. 01°01'23" W. 100.00 feet along said Line Street right of way line to the southerly line of said former railroad right of way; thence westerly 228.63 feet along a curve to the left, said curve having a radius of 1382.39 feet, a central angle of 09°28'33", and a chord bearing S. 86°47'51" W. 228.37 feet; thence continuing along said southerly right of way line S. 82°06'48" W. 970.24 feet to a point of curvature; thence continuing along said southerly right of way line, westerly 749.93 feet along a curve to the right, said curve having a radius of 5679.58 feet, a central angle of 07°33'55", and a chord bearing S. 85°51'46" W. 749.37 feet; thence continuing along said southerly right of way line S. 89°36'44" W. 744.53 feet to the True Point of Beginning.

ALSO INCLUDING that portion vacated Rayburn Street vacated by City Ordinance No. 2018-02, recorded February 26, 2018 as Instrument No. 590750, records of Latah County, Idaho

EXCEPTING THEREFROM that portion of proposed Rayburn Street, as more fully set out in that certain Quitclaim Deed recorded under Recorder's Fee No. 496451.

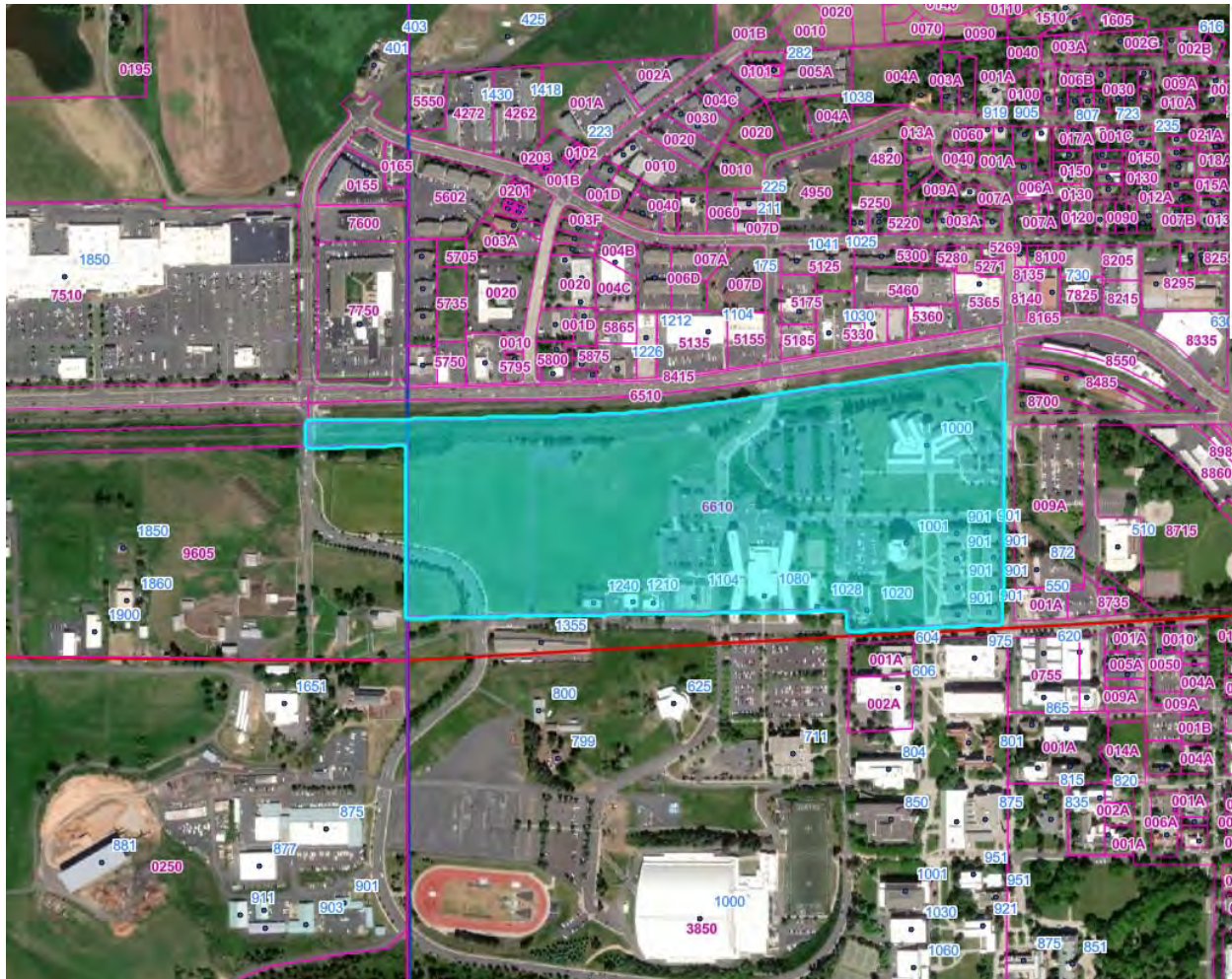
ALSO EXCEPTING THEREFROM any portion of State Highway 8 (also known as Moscow Pullman Highway) being within the railroad right of way.



Parcel: RPM00000076610  
Address: W. Pullman Road, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

All that portion of land located in the South 1/2 of the SW 1/4 of Section 7, Township 39 North, Range 5 West, B. M. lying South of the 2011 acquisitioned Railroad Lines, West of Line Street and North of 6th Street.



Parcel: RPM00000078730  
Address: W. 6<sup>th</sup> Street, Moscow, ID 83843  
Legal Description:

A parcel of land located in Latah County, Idaho in the SW 1/4 of the SE 1/4 of Section 7, Township 39 North, Range 5 West, B. M. and more particularly described as follows:

Commencing at the point of intersection of the North line of Sixth Street of the City of Moscow, with the East line of Home Street of the City of Moscow; running thence East 40.0 feet on the North line of Sixth Street; thence North 125.0 feet; thence West, parallel with Sixth Street, 40 feet; thence South 125.0 feet to the Point of Beginning.

Parcel: RPM00000078735  
Address: W 6<sup>th</sup> Street, Moscow, ID 83843  
Legal Description:

A parcel of land located in Latah County, Idaho in the SW 1/4 of the SE 1/4 of Section 7, Township 39 North, Range 5 West, B. M. and more particularly described as follows:

Commencing 40.0 feet East of the Northwest corner of Sixth and Home Streets to the City of Moscow, Idaho, thence running Easterly in the North line of Sixth Street 40.12 feet; thence North 125.0 feet; thence Westerly parallel to Sixth Street 40.12 feet; thence South 125.0 feet to the Place of Beginning.



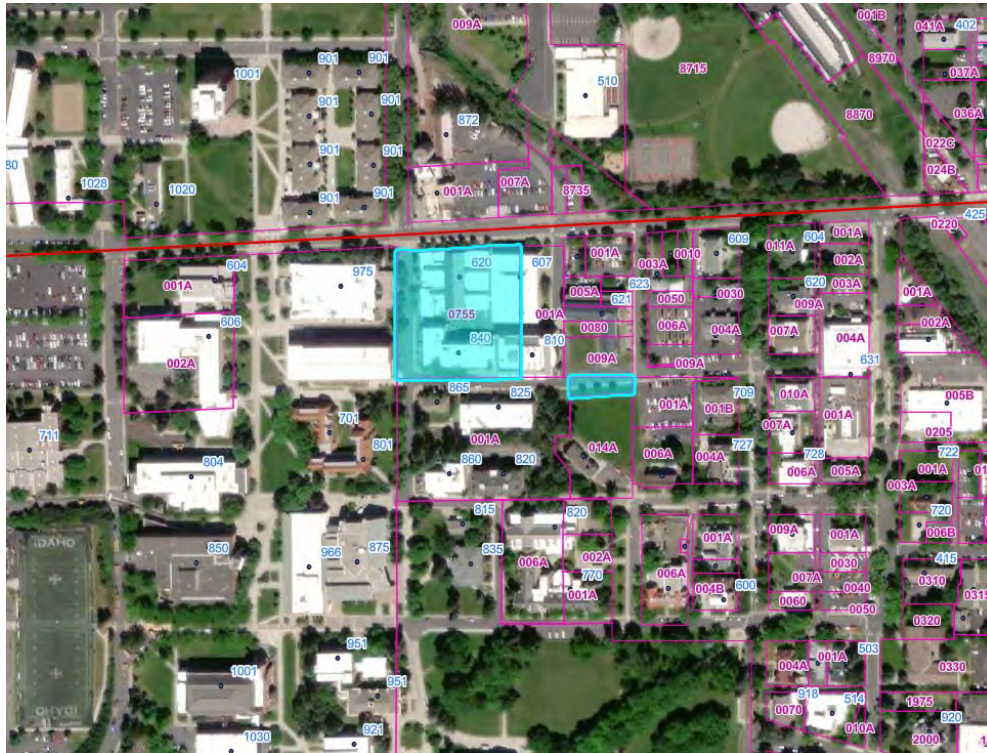
Parcel: RPM00000180755  
 Address: W 6<sup>th</sup> Street, Moscow, ID 83843  
 Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

A parcel located in the Northwest Quarter of the Northeast Quarter of Section 18, Township 39 North 5 West Boise Meridian, more particularly described as follows:

Beginning at a point 30 feet South and 60 feet East of the northwest corner of the Northwest Quarter of the Northeast Quarter of said Section 18; thence East along the south line of Sixth Street a distance of 18 rods, more or less to the northwest corner of Urquhart's 2nd Addition to the City of Moscow; thence South, along the west line of Urquhart's 2nd Addition 330 feet to the north line of 7th Street; thence Westerly along the north line of 7th Street, 18 rods to the east line of South Line Street; thence Northerly along the east line of Line Street 330 feet to the Point of Beginning.

ALSO INCLUDING a parcel of land located in the Northwest Quarter of the Northeast Quarter of said Section 18, described as follows: Beginning at a point which is 40.0 feet west of the northwest corner of Lot 10 in Block 3 of Taylor and Lauder's Addition to the City of Moscow, as shown by the recorded plat thereof, (which point is N 86°51' E a distance of 619.74 feet, measured along the Section line of Sixth Street in the City of Moscow and south 405.32 feet from the northwest corner of the Northeast Quarter of said Section 18); running thence South and perpendicular to Idaho Street a distance of 23.34 feet; thence S 86°06'20" W a distance of 164.39 feet; thence North 34.65 feet; thence S 89°57' E a distance of 164.0 feet to the Point of Beginning.



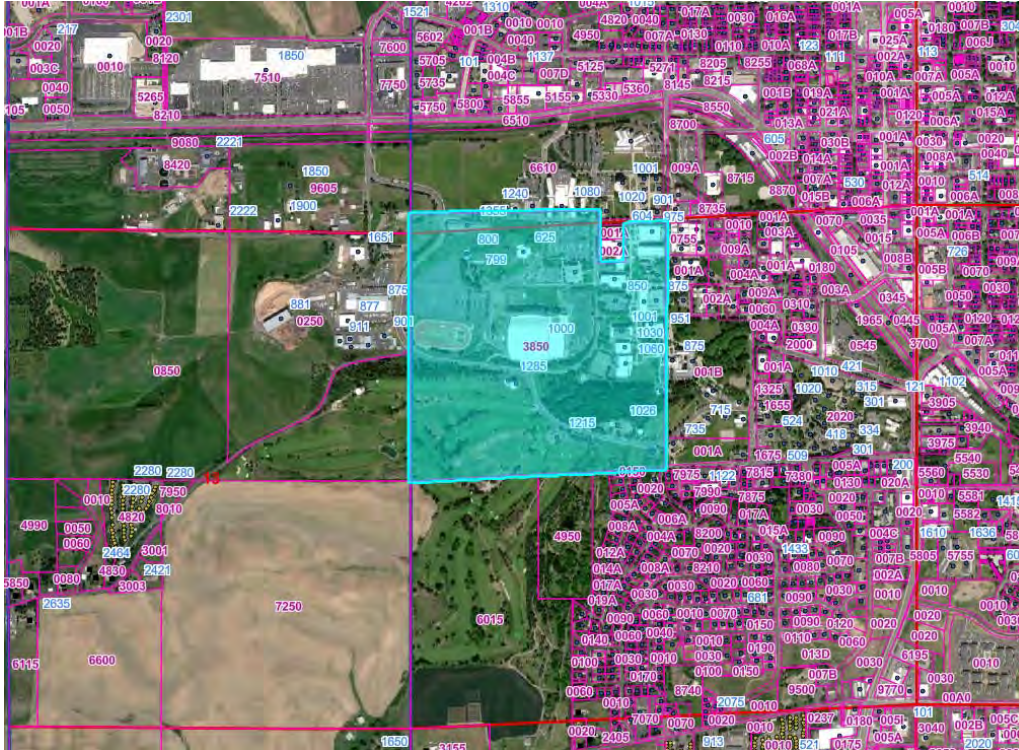


Parcel: RPM00000183850  
 Address: Line Street, Moscow, ID 83843  
 Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

The Northwest Quarter of Section 18, Township 39 North, Range 5 West of the Boise Meridian.

EXCEPTING THEREFROM all that land lying within RAYBURN'S ADDITION to the City of Moscow.



Parcel: RPM00000181325  
 Address: Blake Street, Moscow, ID 83843  
 Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the Northeast Quarter of Section 18, Township 39 North, Range 5 West B. M. and more particularly described as follows:

Beginning at a point 360 feet North and 973 1/2 feet East, of the Southwest corner of the Northeast Quarter of Section 18, Township 39 North, Range 5 West, Boise Meridian and running thence North 467 feet on the East side of Blake Street; thence East 280 feet to the West side of Deakin Street; thence South 467 feet on the West side of Deakin Street; thence West 280 feet to Place of Beginning.

EXCEPTING THEREFROM Beginning at a point 40 feet East and 848.5 feet North of another point 975 feet N. 86° 50' East of the Southwest corner of the Northeast Quarter of Section 18, Township 39 North, Range 5 West Boise Meridian; thence East 140 feet; thence South 155.5 feet; thence West 140 feet; thence North 155.5 feet to the Place of Beginning.



Parcel: RPM00000181655  
 Address: S. Deakin Avenue, Moscow, ID 83843



Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

A portion of the NE 1/4 of Section 18, Township 39 North, Range 5 West, B. M. and more particularly described as follows: Beginning at a point 360 feet North and 973 1/2 feet East of the Southwest corner of the Northeast Quarter of Section 18, Township 39 North, Range 5 West Boise Meridian and running thence North 467 feet on the East side of Blake Street; thence East 280 feet to the West side of Deakin Street; thence South 467 feet on the West side of Deakin Street; thence West 280 feet to the Place of Beginning.

EXCEPTING THEREFROM a parcel of land Beginning at a point 40 feet East and 848.5 feet North of another point 975 feet N. 86° 50' East of the Southwest corner of the Northeast Quarter of Section 18, Township 39 North, Range 5 West Boise Meridian; thence East 140 feet; thence South 155.5 feet; thence West 140 feet; thence North 155.5 feet to the Place of Beginning.

Parcel: RPM00000181675

Address: Blake Street, Moscow, ID 83843

Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the SW 1/4 of the NE 1/4 of Section 18, Township 39 North, Range 5 West, B.M. and more particularly described as follows:

Commencing at a point 30 feet North and 973.5 feet East of the Southwest corner of the Northeast Quarter of Section 18, Township 39 North, Range 5 West, B. M., and running thence East 135 feet; thence North 132 feet; thence West 135 feet to the East line of Blake Avenue; thence South 132 feet to the Point of Beginning.

Parcel: RPM00000181950

Address: Sweet Avenue, Moscow, ID 83843

Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the N 1/4 of Section 18, Township 39 North, Range 5 West Boise Meridian and more particularly described as follows:

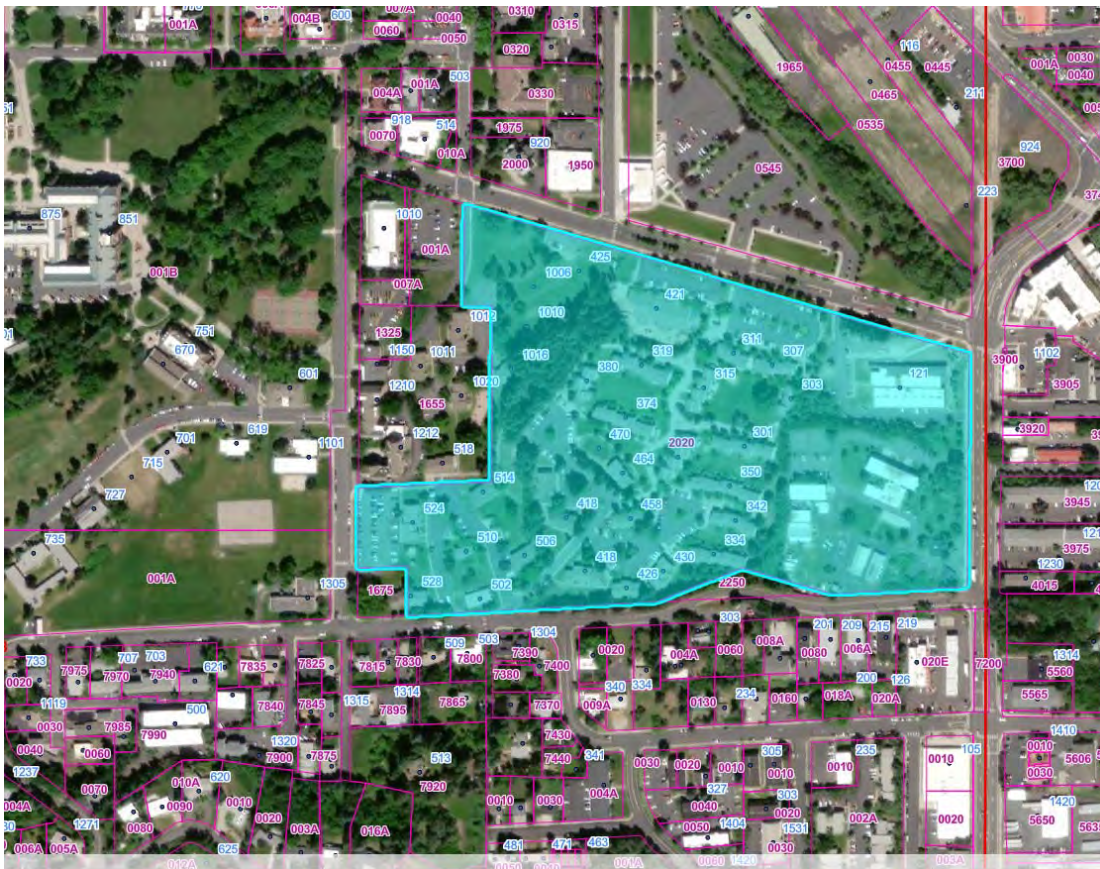
Beginning at a point on the Northerly line of Sweet Avenue of Moscow, Idaho, as shown by the recorded plats thereof, which is 1050.7 feet N. 74° 30' W. of a point which is 1882.05 feet South and 42.1 feet West of the Northeast corner of Section 18, Township 39 North, Range 5 West, B. M., running thence North 257.82 feet, running thence West 158 feet; running thence South 214 feet to the boundary line of said Sweet Avenue; running thence Southeasterly along said line of said Sweet Avenue 163 feet, more or less to the Place of Beginning.

Parcel: RPM00000182020  
 Address: W. Sweet Avenue, Moscow, ID 83843  
 Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the SE 1/4 of the NE 1/4 of Section 18, Township 39 North Range 5 West, B. M. and more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of Section 18, Township 39 North, Range 5 West of the Boise Meridian, running thence North 0° 08' 30" West 663.28 feet, more or less, to the Southerly line of Sweet Avenue; thence North 74° 30' West on the Southerly line of Sweet Avenue 1390.02 feet, more or less, to the East line of Deakin Avenue, running thence South on the East line of Deakin Avenue 1107.52 feet, more or less, to Quarter Section line 1342 feet, more or less to the Point of Beginning.



Parcel: RPM00000184800  
 Address: Moscow, Idaho  
 Legal Description:

A portion of land located in the SW 1/4 of Section 18, Township 39 North, Range 5 West, B.M. and more particularly described as follows:

Beginning at a point 600 feet South 87° 00' West of the Northeast corner of the Southwest Quarter of Section 18, Township 39 North, Range 5 West of the Boise Meridian, said point being 30 feet South 87° 00' West of the Northwest corner of Lot 1, Block 3, UNIVERSITY HEIGHTS ADDITION to the City of Moscow, Idaho; thence South 04° 10' East 506.70 feet; thence South 20° 26' West 393 feet; thence South 08° 51' West 487.5 feet to the Southwest corner of Lot 19, Block 3, UNIVERSITY HEIGHTS ADDITION; thence North 88° 25' West 222.80 feet to a 4" iron pipe; thence North 0° 16' East 8.26 feet, more or less to the South line of the Northeast Quarter of the Southwest Quarter of Section 18, Township 39 North, Range 5 West, B. M.; thence South 87° 04' West 336.21 feet, more or less, to the Southwest corner of the said Northeast Quarter of the Southwest Quarter; thence North 00° 16' East along the West line of the Northeast Quarter of the Southwest Quarter 1320 feet, more or less to the Northwest corner of the Northeast Quarter of the Southwest Quarter; thence N. 87° 00' East along the North line of the Southwest Quarter 720 feet, more or less to the Point of Beginning.

Parcel: RPM00000186015

Address: W Palouse River, Moscow, ID 83843

Legal Description:

Situate in the County of Latah, State of Idaho, to-wit:

A parcel of land located in the SW 1/4 of Section 18 and in the NW 1/4 of Section 19, all in Township 39 North, Range 5 West, B. M. and more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 18, Township 39 North, Range 5 West, B.M., running thence North 87° 02' East 1394.4 feet to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 18; thence South 0° 08' West 1312.7 feet to the Southeast corner of the said Northwest Quarter of the Southwest Quarter; thence North 87° 05' East 330 feet; thence South 0° 08' West 1313.0 feet to the South line of the said Southwest Quarter; thence South 0° 9' West 358.8 feet to a point in the center of the County Road as now located; thence along the center of said road, South 79° 10' West a distance of 314 feet to a point; thence along the center of said road South 82° 56' West a distance of 601.67 feet to a point; thence North 0° 24' West a distance of 448.41 feet to the South line of said Southwest Quarter of said Section 18; thence South 87° 08' West 803.1 feet to the Southwest corner of Section 18; thence North 0° 10' West 2622 feet to the Point of Beginning.

SAVE AND EXCEPTING THEREFROM that portion of said real property heretofore conveyed to the Grantee herein named by deed dated November 1, 1935 and recorded November 2, 1935 in Book 95 of Deed at Page 19 of the records of Latah County, State of Idaho.



Parcel: RPM00000120195  
Address: W Pullman Road, Moscow, ID 83843  
Legal Description:

Situate in the County of Latah, State of Idaho, to wit:

A parcel of land located in the Southwest Quarter of Section 12, Township 39 North, Range 6 West Boise Meridian, more particularly described as follows:

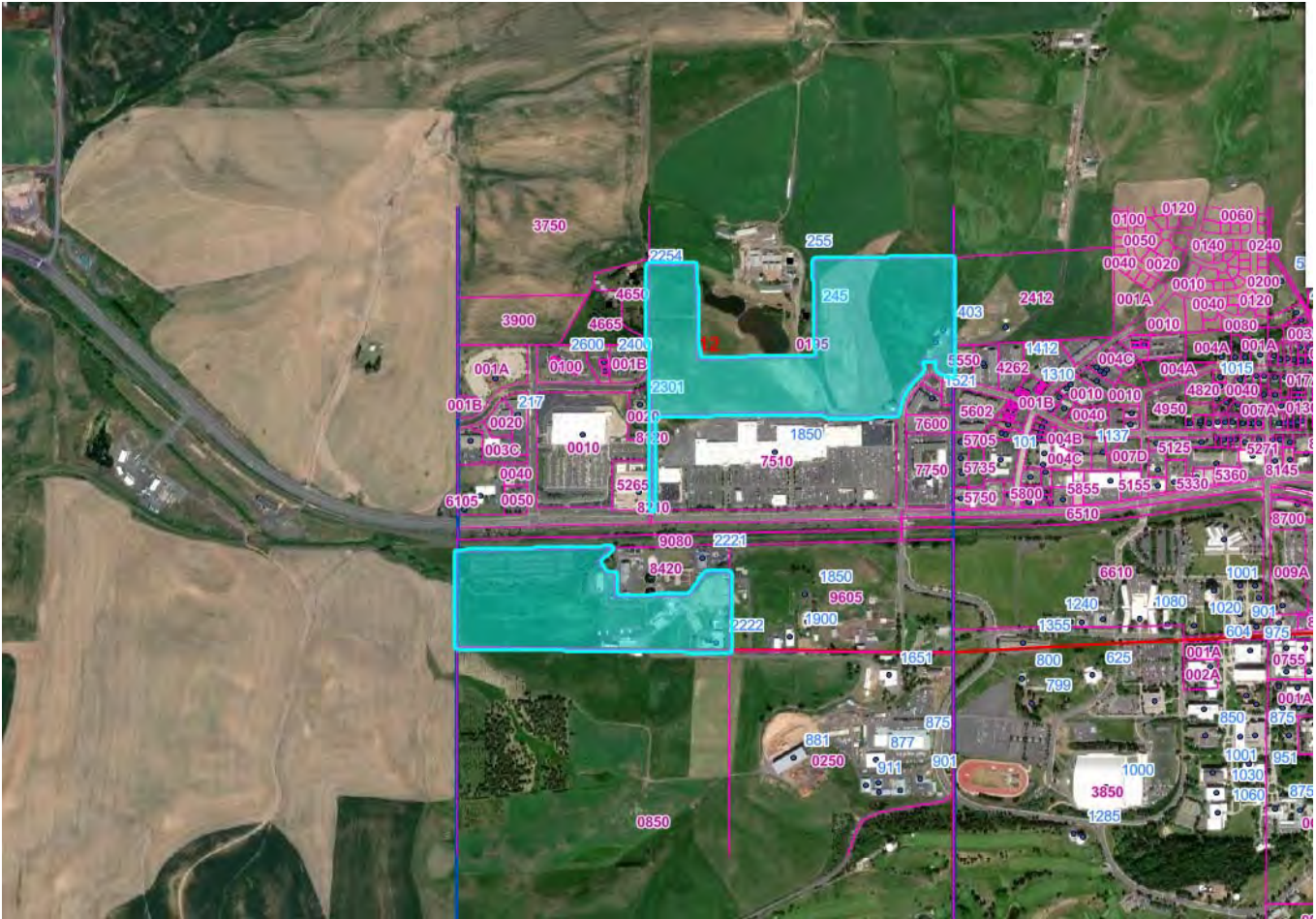
Commencing at the southeast corner of the Southwest Quarter of said Section 12, and running North 926 feet to the right-of-way of the Northern Pacific Railway Company; thence Westerly on the south line of the Northern Pacific Railway Company right-of-way to a point on the west line of the Southwest Quarter of said Section 12; thence is 877 feet north of the southwest corner of said Southwest Quarter; thence South 877 feet to the southwest corner of said Southwest Quarter; thence East on the south line of said Southwest Quarter to the Place of Beginning.

EXCEPTING THEREFROM, all that property deeded to the City of Moscow, described within the County Tax Parcel No. RP 39N06W128420.

ALSO INCLUDING, the Northeast Quarter of Section 12, Township 39 North, Range 6 West Boise Meridian, and all that portion of the Southeast Quarter of said Section 12 lying North of the Palouse Mall.

EXCEPTING THEREFROM, all that land which is described within the County Tax Parcel No.'s RP M00000127600; RP M00000127750; RP M00000120155; RP M00000120165; RP M00000120175; and RP M00000120195

ALSO EXCEPTING THEREFROM that certain Quit Claim Deed, recorded April 27, 2005 as Instrument No. 495407, records of Latah County, Idaho.





Parcel: RPM00000128120  
Address: W. Pullman Road  
Legal Description:

A parcel of land located in the southeast quarter of Section 12, Township 39 North, Range 6 West of the Boise Meridian, City of Moscow, Latah County, Idaho, described as follows: COMMENCING at the northwest corner of the southeast quarter of Section 12, said point being marked with a 5/8 inch diameter rebar with yellow plastic cup marked PE/LS 1768; thence along the west line thereof, S. 01° 07' 10" W, 229.38 feet to the POINT OF BEGINNING; thence continuing along said west line, S. 01° 07' 10" W 1300.62 feet to the north line of the former railroad right of way and conveyed to the City of Moscow in Quitclaim Deed Instrument No. 428141, Latah County Records; thence along said north line, N. 89° 36' 44" E 20.00 feet to the southeast corner of a private road; thence along the east line of said private road and parallel with the west line of the southeast quarter of Section 12, N. 01° 07' 10" E 1327.89 feet; thence along a non-tangent curve to the right, said curve being an extension of Curve 3 of the Partial Replat of Hatley Addition, having an arc length of 34.26 feet, a radius of 265.00 feet, the long chord of which bears S. 36° 51' 11" W, 34.24 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that parcel of land as described in Deed of Dedication to the City of Moscow, recorded August 15, 2013 as Instrument No. 560900, records of Latah County, Idaho.

**SCHEDULE 14**  
**UNIVERSITY WITHHELD PAYMENTS<sup>4</sup>**

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<sup>4</sup> **NTD:** To be produced prior to Closing.

**SCHEDULE 15**  
**KEY PERFORMANCE INDICATORS**

## SCHEDULE 15

### KEY PERFORMANCE INDICATORS

The Concessionaire shall calculate whether any KPI Compensation for each Key Performance Indicator has been generated during a Fiscal Year in accordance with this Schedule 15. For the avoidance of doubt, each KPI Calculation corresponds to one Key Performance Indicator.

#### 1. *Definitions*

- (a) Unless otherwise specified or the context otherwise requires, for the purposes of this Schedule 15, the following terms have the following meanings:
  - (i) “Availability KPIs” means those Key Performance Indicators which are measured by the following KPI Calculations: Electric Hours KPI Calculation, Electric Events KPI Calculation, Steam Plant Hours KPI Calculation, Steam Plant Events KPI Calculation, General Steam Hours KPI Calculation, General Steam Events KPI Calculation, Chilled Water Tank Hours KPI Calculation, Chilled Water Tank Events KPI Calculation, General Chilled Water Hours KPI Calculation, General Chilled Water Events KPI Calculation, Domestic Water Hours KPI Calculation, Domestic Water Event KPI Calculation, Sanitary Sewer Hours KPI Calculation, Sanitary Sewer Events KPI Calculation, Storm Water Hours KPI Calculation, Storm Water Events KPI Calculation, Reclaimed Water Hours KPI Calculation, Reclaimed Water Event KPI Calculation, Compressed Air Hours KPI Calculation, Compressed Air Event KPI Calculation.
  - (ii) “Compressed Air Portion of the Utility System” means that portion of the Utility System exclusively used in the production and distribution of compressed air to the University Campus to the line of demarcation for the Compressed Air System as described in the Performance Standards.
  - (iii) “Domestic Water Portion of the Utility System” means that portion of the Utility System exclusively used in the production and distribution of potable water (and fire protection) to the University Campus to the line of demarcation for the Domestic Water System as described in the Performance Standards.
  - (iv) “Electric Portion of the Utility System” means that portion of the Utility System exclusively used in the distribution of electricity to the University Campus to the line of demarcation for the Electric System as described in the Performance Standards.
  - (v) “General Chilled Water Portion of the Utility System” means that portion of the Utility System, other than the Chilled Water Tank (Thermal Energy Storage) , exclusively used in the production and distribution of chilled

water to the University Campus to the line of demarcation for the Chilled Water System as described in the Performance Standards.

- (vi) “General Steam Portion of the Utility System” means that portion of the Utility System, other than the Steam Plant, exclusively used in the production and distribution of steam to the University Campus to the line of demarcation for the Steam and Condensate System as described in the Performance Standards.
- (vii) “KPI Calculation Appendix” means each of the appendices attached to this Schedule 15.
- (viii) “KPI Calculations” means, collectively, all Availability KPIs and all Operational KPIs, and “KPI Calculation” shall mean any one of the foregoing.
- (ix) “KPI Event” occurs when a KPI Calculation does not meet the Target for the applicable Key Performance Indicator in a Fiscal Year.
- (x) “KPI Event Year” means a Fiscal Year in which a KPI Event occurs.
- (xi) “KPI Measurement Window” means, commencing with the then-current Fiscal Year, the number of consecutive Fiscal Years preceding that Fiscal Year including the current Fiscal Year (but in no event more than the number of “Consecutive Event Years” shown on the applicable KPI Calculation Appendix) in which such KPI Event occurred.
- (xii) “Operational KPIs” mean those Key Performance Indicators which are measured by the following KPI Calculations: Safety KPI, Environmental Compliance KPI and the Public Notice of Water Quality KPI.
- (xiii) “Portion of the Utility System” means the General Chilled Water Portion of the Utility System, the Chilled Water Tank (Thermal Energy Storage), the Compressed Air Portion of the Utility System, the Domestic Water Portion of the Utility System, the Electric Portion of the Utility System, the Reclaimed Water Portion of the Utility System, the Sanitary Sewer Portion of the Utility System, the General Steam Portion of the Utility System, the Steam Plant, or the Storm Water Portion of the Utility System, as applicable.
- (xiv) “Reclaimed Water Portion of the Utility System” means that portion of the Utility System exclusively used in the process and delivery of reclaimed, non-potable water to the University Campus to the line of demarcation for the Reclaimed Water System as described in the Performance Standards.
- (xv) “Sanitary Sewer Portion of the Utility System” means that portion of the Utility System exclusively used for sanitary sewer purposes serving the

University Campus up to the line of demarcation for the Sanitary Sewer System as described in the Performance Standards.

- (xvi) “Steam Plant” means the portion of the Energy Plant that is used in the production and distribution of steam to the exterior of the walls of such district energy plant, which is then distributed to the University Campus through the General Steam Portion of the Utility System; provided that, for the avoidance of doubt the “Steam Plant” does not include the portions of such district energy plant that are used in the production or distribution of other Utilities beside steam.
- (xvii) “Storm Water Portion of the Utility System” means that portion of the Utility System exclusively used for storm water purposes serving the University Campus up to the line of demarcation for the Storm Water System as described in the Performance Standards.
- (xviii) “Target” for any Key Performance Indicator means the amount or percentage, as applicable, for that Key Performance Indicator as identified on the relevant KPI Calculation Appendix.
- (b) All capitalized words, not otherwise defined herein, shall have the meaning set forth in this Agreement (including all other schedules thereto), and if, pursuant to the terms and conditions of the Agreement, the definition of such capitalized words is modified, such modification shall be deemed to apply in this Schedule 15.
- (c) References to a “current Fiscal Year” herein shall mean the Fiscal Year for which the KPI Calculation is being determined.

## **2. Rules of General Applicability**

- (a) If, in any instance, the KPI Compensation is shown by the applicable KPI Calculation Appendix to be \$1,000,000, it (and any cell in that KPI Calculation Appendix to the right or below such cell) shall be deemed to read, in all such instances, “the greater of (i) \$1,000,000 and (ii) 10% of the Utility Fee for that particular Fiscal Year.”
- (b) If, in any instance, the KPI Compensation is shown by the applicable KPI Calculation Appendix to be \$500,000, it (and any cell in that KPI Calculation Appendix to the right or below such cell) shall be deemed to read, in all such instances, “the greater of (i) \$500,000 and (ii) 5% of the Utility Fee for that particular Fiscal Year.”
- (c) If there is an Unplanned Outage that affects both the Chilled Water Tank (Thermal Energy Storage) and the General Chilled Water Portion of the Utility System, such Unplanned Outage shall be considered an Unplanned Outage for both the Chilled Water Tank (Thermal Energy Storage) and the General Chilled Water Portion of the Utility System. If there is an Unplanned Outage that affects

both the Steam Plant and the General Steam Portion of the Utility System, such Unplanned Outage shall be considered an Unplanned Outage for both the Steam Plant and the General Steam Portion of the Utility System.

- (d) All amounts shown in the KPI Calculation Appendix shall be Adjusted for Inflation on the date that is the start of each Compensation Calculation Measuring Period other than the first such Compensation Calculation Measuring Period.

### 3. ***KPI Calculation for each Availability KPI***

- (a) *KPI Calculation for Electricity – Unplanned Outage (Hours): KPI Calculation Appendix 1*

The Key Performance Indicator for the hours of Unplanned Outages for electricity is determined on an annual basis in each Fiscal Year by dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the Electric Portion of the Utility System by the total possible connection hours of the Electric Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the “Electric Hours KPI Calculation”).

- (b) *KPI Calculation for Electricity – Unplanned Outage (Events): KPI Calculation Appendix 2*

The Key Performance Indicator for the number of events of Unplanned Outages for electricity is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Electric Portion of the Utility System or any portion thereof (the “Electric Events KPI Calculation”).

- (c) *KPI Calculation for Steam Plant – Unplanned Outage (Hours): KPI Calculation Appendix 3*

The Key Performance Indicator for the hours of Unplanned Outages for the Steam Plant is determined on an annual basis in each Fiscal Year by dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the Steam Plant by the total possible connection hours of the Steam Plant during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the “Steam Plant Hours KPI Calculation”).

- (d) *KPI Calculation for Steam Plant – Unplanned Outage (Events): KPI Calculation Appendix 4*

The Key Performance Indicator for the number of events of Unplanned Outages for the Steam Plant is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Steam Plant or any portion thereof (the “Steam Plant Events KPI Calculation”).



- (e) *KPI Calculation for Steam (General) – Unplanned Outage (Hours): KPI Calculation Appendix 5*

The Key Performance Indicator for the hours of Unplanned Outages for steam, other than in connection with the Steam Plant, is determined on an annual basis in each Fiscal Year by dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the General Steam Portion of the Utility System by the total possible connection hours of the General Steam Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the “General Steam Hours KPI Calculation”).

- (f) *KPI Calculation for Steam (General) – Unplanned Outage (Events): KPI Calculation Appendix 6*

The Key Performance Indicator for the number of events of Unplanned Outages for steam, other than in connection with the Steam Plant, is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the General Steam Portion of the Utility System or any portion thereof (the “General Steam Events KPI Calculation”).

- (g) *KPI Calculation for Chilled Water Tank (Thermal Energy Storage) – Unplanned Outage (Hours): KPI Calculation Appendix 7*

The Key Performance Indicator for the hours of Unplanned Outages for the Chilled Water Tank (Thermal Energy Storage) is determined on an annual basis in each Fiscal Year by dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the Chilled Water Tank (Thermal Energy Storage) by the total possible connection hours of the Chilled Water Tank (Thermal Energy Storage) during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the “Chilled Water Tank Hours KPI Calculation”).

- (h) *KPI Calculation for Chilled Water Tank (Thermal Energy Storage) – Unplanned Outage (Events): KPI Calculation Appendix 8*

The Key Performance Indicator for the number of events of Unplanned Outages for the Chilled Water Tank (Thermal Energy Storage) is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Chilled Water Tank (Thermal Energy Storage) or any portion thereof (the “Chilled Water Tank Events KPI Calculation”).

- (i) *KPI Calculation for Chilled Water (General) – Unplanned Outage (Hours): KPI Calculation Appendix 9*

The Key Performance Indicator for the hours of Unplanned Outages for chilled water, other than in connection with the Chilled Water Tank (Thermal Energy Storage), is determined on an annual basis in each Fiscal Year by dividing the

number of hours that constitute an Unplanned Outage in that Fiscal Year for the General Chilled Water Portion of the Utility System by the total possible connection hours of the General Chilled Water Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the “General Chilled Water Hours KPI Calculation”).

- (j) *KPI Calculation for Chilled Water (General) – Unplanned Outage (Events): KPI Calculation Appendix 10*

The Key Performance Indicator for the number of events of Unplanned Outages for chilled water, other than in connection with the Chilled Water Tank (Thermal Energy Storage), is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the General Chilled Water Portion of the Utility System or any portion thereof (the “General Chilled Water Events KPI Calculation”).

- (k) *KPI Calculation for Domestic Water – Unplanned Outage (Hours): KPI Calculation Appendix 11*

The Key Performance Indicator for the hours of Unplanned Outages for domestic water (including potable and fire protection) is determined on an annual basis in each Fiscal Year by dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the Domestic Water Portion of the Utility System by the total possible connection hours of the Domestic Water Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the “Domestic Water Hours KPI Calculation”).

- (l) *KPI Calculation for Domestic Water – Unplanned Outage (Events): KPI Calculation Appendix 12*

The Key Performance Indicator for the number of events of Unplanned Outages for domestic water (including potable and fire protection) is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Domestic Water Portion of the Utility System or any portion thereof (the “Domestic Water Events KPI Calculation”).

- (m) *KPI Calculation for Sanitary Sewer – Unplanned Outage (Hours): KPI Calculation Appendix 13*

The Key Performance Indicator for the hours of Unplanned Outages for sanitary sewer is determined on an annual basis in each Fiscal Year by dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the Sanitary Sewer Portion of the Utility System by the total possible connection hours of the Sanitary Sewer Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the “Sanitary Sewer Hours KPI Calculation”).

- (n) *KPI Calculation for Sanitary Sewer – Unplanned Outage (Events): KPI Calculation Appendix 14*

The Key Performance Indicator for the number of events of Unplanned Outages for sanitary sewer is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Sanitary Sewer Portion of the Utility System or any portion (the “Sanitary Sewer Events KPI Calculation”).

- (o) *KPI Calculation for Storm Water – Unplanned Outage (Hours): KPI Calculation Appendix 15*

The Key Performance Indicator for the hours of Unplanned Outages for storm water is determined on an annual basis in each Fiscal Year by dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the Storm Water Portion of the Utility System by the total possible connection hours of the Storm Water Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the “Storm Water Hours KPI Calculation”).

- (p) *KPI Calculation for Storm Water – Unplanned Outage (Events): KPI Calculation Appendix 16*

The Key Performance Indicator for the number of events of Unplanned Outages for storm water is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Storm Water Portion of the Utility System or any portion thereof (the “Storm Water Events KPI Calculation”).

- (q) *KPI Calculation for Reclaimed Water – Unplanned Outage (Hours): KPI Calculation Appendix 17*

The Key Performance Indicator for the hours of Unplanned Outages for reclaimed, non-potable water is determined on an annual basis in each Fiscal Year by dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the Reclaimed Water Portion of the Utility System by the total possible connection hours of the Reclaimed Water Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the “Reclaimed Water Hours KPI Calculation”).

- (r) *KPI Calculation for Reclaimed Water – Unplanned Outage (Events): KPI Calculation Appendix 18*

The Key Performance Indicator for the number of events of Unplanned Outages for reclaimed, non-potable water is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Reclaimed Water Portion of the Utility System or any portion thereof (the “Reclaimed Water Events KPI Calculation”).

- (s) *KPI Calculation for Compressed Air – Unplanned Outage (Hours): KPI Calculation Appendix 19*

The Key Performance Indicator for the hours of Unplanned Outages for compressed air is determined on an annual basis in each Fiscal Year by dividing the number of hours that constitute an Unplanned Outage in that Fiscal Year for the Compressed Air Portion of the Utility System by the total possible connection hours of the Compressed Air Portion of the Utility System during that Fiscal Year, expressed as a percentage rounded to the nearest thousandth decimal point, and subtracting that result from 100% (the “Compressed Air Hours KPI Calculation”).

- (t) *KPI Calculation for Compressed Air – Unplanned Outage (Events): KPI Calculation Appendix 20*

The Key Performance Indicator for the number of events of Unplanned Outages for compressed air is determined on an annual basis in each Fiscal Year to equal the number of unique Unplanned Outages for the Compressed Air Portion of the Utility System or any portion (the “Compressed Air Events KPI Calculation”).

#### **4. *Determination of KPI Compensation for each Availability KPI***

- (a) The KPI Compensation for each Availability KPI for a Fiscal Year is determined as follows:
- (i) If the applicable KPI Calculation meets the Target for that Availability KPI in that Fiscal Year, then the KPI Compensation for that Key Performance Indicator for that Fiscal Year is \$0;
  - (ii) If (A) such Fiscal Year is a KPI Event Year for that Availability KPI and (B) the immediately preceding Fiscal Year was not a KPI Event Year for that Availability KPI, then the KPI Compensation shall be the amount shown on the applicable KPI Calculation Appendix for that KPI Calculation under the column labeled “0 Consecutive Event Years” and in the row where the column labeled “Annual Score” includes the KPI Calculation in the applicable KPI Calculation Appendix;
  - (iii) If such Fiscal Year and the immediately preceding Fiscal Year are both KPI Event Years for that Availability KPI, then the KPI Compensation shall be determined by adding the applicable KPI Calculation for the Fiscal Years during the KPI Measurement Window and dividing that sum by the number of Fiscal Years in the KPI Measurement Window and rounding to the decimal point set forth in the applicable KPI Calculation, or if none is provided, to the nearest whole number, (the “KPI Calculation Average”), in which case the KPI Compensation shall be the amount shown on the applicable KPI Calculation Appendix for that KPI Calculation under the column where the number equals the number of Fiscal Years in the KPI Measurement Window and the row where the

column labeled “Annual Score” includes the KPI Calculation Average in the applicable KPI Calculation Appendix, provided that if the KPI Compensation for such Fiscal Year would be higher if calculated pursuant to sub-section (ii) hereof, then the KPI Compensation shall be calculated in accordance with sub-section (ii) as if the immediately preceding Fiscal Year was not a KPI Event Year.

- (b) The Concessionaire shall have the right, within 60 Days following an Unplanned Outage for a Portion of the Utility System, to deliver notice to the University that it believes, in its reasonable discretion, that a single root cause caused an Unplanned Outage for multiple Portions of the Utility System, which notice shall include reasonable evidence supporting such conclusion. If the University, in its reasonable discretion, agrees that a single root cause caused an Unplanned Outage for multiple Portions of the Utility System, then it shall waive the Unplanned Outages for all Portions of the Utility System other than the Portion of the Utility System that the University, in its discretion, determines is the primary Portion of the Utility System affected by the root cause, solely for purposes of determining whether a KPI Event occurred in a particular Fiscal Year. For the avoidance of doubt, the Unplanned Outage for the primary Portion of the Utility System affected by the root cause shall be used to determine both the number of events of Unplanned Outages and the number of hours of Unplanned Outages for that Portion of the Utility System.

## 5. ***KPI Calculation for each Operational KPI***

- (a) *KPI Calculation for Safety – Recordable Injury Rate: KPI Calculation Appendix 21*

The Key Performance Indicator for the total OSHA recordable frequency is the number of fatalities, lost time injuries, substitute work, and other injuries (except a hearing threshold shift) requiring treatment by a medical professional and required to be recorded by OSHA in the performance of the Utility Services in the performance of the Utility Services (the “Safety KPI”).

- (b) *KPI Calculation for Environmental Compliance – Annual Rate of Notices of Violation: KPI Calculation Appendix 22*

The Key Performance Indicator for environmental compliance will be the sum, in any given Fiscal Year, of the Notice of Violation notices received from the Idaho Department of Environmental Quality, the U.S. Environmental Protection Agency or a successor agency to either of the foregoing, or other Governmental Authority relating to compliance with Environmental Laws directly attributable to the Utility System, including its operation and maintenance, to the extent each such notice requires the payment of a fine or fee of \$1,000 or more (the “Environmental Compliance KPI”).

- (c) *KPI Calculation for Issuance of Public Notice Related to Water Quality: KPI Calculation Appendix 23*

The Key Performance Indicator for the issuance of public notices related to the quality of Domestic Water will be the sum of public notices sent by the Idaho Department of Environmental Quality or any other Governmental Agency to the consumers of the Domestic Water Portion of the Utility System enforcing the Clean Water Act (33 U.S.C. §1321 et seq.) or any successor statute related to produced or distributed water quality (the “Public Notice of Water Quality KPI”).

**6. *Determination of KPI Compensation for each Operational KPI***

- (a) The KPI Compensation for each Operational KPI for a Fiscal Year is determined as follows:
- (i) If the applicable KPI Calculation meets the Target for that Operational KPI in that Fiscal Year, then the KPI Compensation for that Key Performance Indicator for that Fiscal Year is \$0;
  - (ii) If (A) such Fiscal Year is a KPI Event Year for that Operational KPI and (B) the immediately preceding Fiscal Year was not a KPI Event Year for that Operational KPI, then the KPI Compensation shall be the amount shown on the applicable KPI Calculation Appendix for that KPI Calculation under the column labeled “0 Consecutive Event Years” and in the row where the column labeled “Annual Score” includes the KPI Calculation in the applicable KPI Calculation Appendix;
  - (iii) If such Fiscal Year and the immediately preceding Fiscal Year are both KPI Event Years for that Operational KPI, then the KPI Compensation shall be determined by determining the KPI Calculation Average, in which case the KPI Compensation shall be the amount shown on the applicable KPI Calculation Appendix for that KPI Calculation under the column where the number equals the number of Fiscal Years in the KPI Measurement Window and the row where the column labeled “Annual Score” includes the KPI Calculation Average in the applicable KPI Calculation Appendix, provided that if the KPI Compensation for such Fiscal Year would be higher if calculated pursuant to sub-section (ii) hereof, then the KPI Compensation shall be calculated in accordance with sub-section (ii) as if the immediately preceding Fiscal Year was not a KPI Event Year.

**7. *Delivery of KPI Calculations and Right to Audit any Key Performance Indicator Calculation***

- (a) Within 30 Days after the expiration of the current Fiscal Year, the Concessionaire shall provide the University with written notice of its determination of all KPI Calculations and the KPI Compensation for the current Fiscal Year.

- (b) The records that the Concessionaire maintains with respect to the calculation of the actual KPI Calculations shall be retained by the Concessionaire for a period of 4 Fiscal Years following the Fiscal Year to which such KPI Calculations relate in an electronic or other form reasonably acceptable to the University. The University shall have the right, through its Representatives, to examine, copy and audit such records at reasonable times, upon not less than 5 Business Days' prior notice, at such place within the City of Moscow as the Concessionaire shall reasonably designate from time to time for the keeping of such records. All costs of any such audit shall be borne by the University; provided, however, that if such audit establishes that any KPI Compensation for any particular KPI Calculation for the applicable Fiscal Year was lower than the final determination thereof, as set forth in the statement delivered by the Concessionaire to the University, by at least 1.0%, then the Concessionaire shall pay the cost of such audit. If, as a result of such audit, it is determined that the Concessionaire under calculated the KPI Compensation for any particular Fiscal Year, such difference shall be included as KPI Compensation in the KPI Evaluation Period during which such determination was made.



<b>KPI Calculation for Electricity Hours KPI Calculation</b>
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	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
% Availability	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target 100.000% - 99.977%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99.976% - 99.954%	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
99.953% - 99.931%	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000
99.930% - 99.908%	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000	
99.907% - 99.885%	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
99.884% - 99.862%	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000			
99.861% - 99.840%	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
99.839% - 99.817%	\$ 800,000	\$ 1,000,000	\$ 1,000,000					
< 99.817%	\$ 1,000,000	\$ 1,000,000						

## KPI Calculation for Electricity Events KPI Calculation

Annual Score	KPI Compensation to the University							
	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target $\leq 2$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000
4	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000		
5	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000				
6 or greater	\$ 500,000	\$ 500,000						

<b>KPI Calculation for Steam Plant Hours KPI Calculation</b>
--

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
% Availability	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target 100.00% - 99.15%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99.14% - 98.29%	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
98.28% - 97.44%	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000
97.43% - 96.59%	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000	
96.58% - 95.74%	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
95.73% - 94.88%	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000			
94.87% - 94.03%	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
94.02% - 93.18%	\$ 800,000	\$ 1,000,000	\$ 1,000,000					
< 93.18%	\$ 1,000,000	\$ 1,000,000						

## KPI Calculation for Steam Plant Events KPI Calculation

Annual Score	KPI Compensation to the University							
	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
5	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
6	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
7 or greater	\$ 1,000,000	\$ 1,000,000						

<b>KPI Calculation for General Steam Hours KPI Calculation</b>
--

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
% Availability	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target 100.00% - 98.89%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98.88% - 97.77%	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
97.76% - 96.66%	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000
96.65% - 95.55%	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000	
95.54% - 94.43%	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
94.42% - 93.32%	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000			
93.31% - 92.20%	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
92.19% - 91.09%	\$ 800,000	\$ 1,000,000	\$ 1,000,000					
< 91.09%	\$ 1,000,000	\$ 1,000,000						

## KPI Calculation for General Steam Events KPI Calculation

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3-4	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000
5-6	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000		
7-8	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000				
9 or greater	\$ 500,000	\$ 500,000						

**KPI Calculation for Chilled Water Tank Hours KPI Calculation**

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
% Availability	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target 100.00% - 99.95%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99.94% - 99.90%	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
99.89% - 99.85%	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000
99.84% - 99.80%	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000	
99.79% - 99.75%	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
99.74% - 99.70%	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000			
99.69% - 99.64%	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
99.63% - 99.59%	\$ 800,000	\$ 1,000,000	\$ 1,000,000					
< 99.59%	\$ 1,000,000	\$ 1,000,000						



**KPI Calculation for Chilled Water Tank Events KPI Calculation**

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2-3	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000
4-5	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000		
6-7	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000				
8 or greater	\$ 500,000	\$ 500,000						

**KPI Calculation for General Chilled Water Hours KPI Calculation**

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
% Availability	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target 100.000% - 99.959%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99.958% - 99.919%	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000
99.918% - 99.878%	\$ -	\$ 25,000	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000
99.877% - 99.838%	\$ 25,000	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000	
99.837% - 99.797%	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000		
99.796% - 99.757%	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000			
99.756% - 99.716%	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000				
99.715% - 99.676%	\$ 400,000	\$ 500,000	\$ 500,000					
< 99.676%	\$ 500,000	\$ 500,000						

<b>KPI Calculation for General Chilled Water Events KPI Calculation</b>
---

Annual Score	KPI Compensation to the University							
	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2-3	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
4-5	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
6-7	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
8 or greater	\$ 1,000,000	\$ 1,000,000						

**KPI Calculation for Domestic Water Hours KPI Calculation**

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
% Availability	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target 100.00% - 99.72%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99.71% - 99.45%	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
99.44% - 99.17%	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000
99.16% - 98.89%	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000	
98.88% - 98.62%	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
98.61% - 98.34%	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000			
98.33% - 98.07%	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
98.06% - 97.79%	\$ 800,000	\$ 1,000,000	\$ 1,000,000					
< 97.79%	\$ 1,000,000	\$ 1,000,000						

## KPI Calculation for Domestic Water Events KPI Calculation

Annual Score	KPI Compensation to the University							
	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8-9	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000
10-11	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000		
12-13	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000				
14 or greater	\$ 500,000	\$ 500,000						

**KPI Calculation for Sanitary Sewer Hours KPI Calculation**

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
% Availability	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target 100.000% - 99.808%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99.807% - 99.615%	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000
99.614% - 99.423%	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 400,000
99.422% - 99.231%	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 400,000	
99.230% - 99.039%	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 400,000		
99.038% - 98.846%	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 400,000			
98.845% - 98.654%	\$ 100,000	\$ 200,000	\$ 400,000	\$ 400,000				
98.653% - 98.462%	\$ 200,000	\$ 400,000	\$ 400,000					
< 98.462%	\$ 400,000	\$ 400,000						

KPI Calculation for Sanitary Sewer Events KPI Calculation
---

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2-3	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
4-5	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
6-7	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
8 or greater	\$ 1,000,000	\$ 1,000,000						



**KPI Calculation for Storm Water Hours KPI Calculation**

Annual Score	KPI Compensation to the University							
	0	2	3	4	5	6	7	8
% Availability	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target 100.000% - 99.808%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99.807% - 99.615%	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000
99.614% - 99.423%	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 400,000
99.422% - 99.231%	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 400,000	
99.230% - 99.039%	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 400,000		
99.038% - 98.846%	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 400,000			
98.845% - 98.654%	\$ 100,000	\$ 200,000	\$ 400,000	\$ 400,000				
98.653% - 98.462%	\$ 200,000	\$ 400,000	\$ 400,000					
< 98.462%	\$ 400,000	\$ 400,000						

KPI Calculation for Storm Water Events KPI Calculation
--

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2-3	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
4-5	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
6-7	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
8 or greater	\$ 1,000,000	\$ 1,000,000						

## KPI Calculation for Reclaimed Water Hours KPI Calculation

Annual Score	KPI Compensation to the University							
	0	2	3	4	5	6	7	8
% Availability	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target 100.000% - 99.988%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99.987% - 99.975%	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
99.974% - 99.963%	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000
99.962% - 99.950%	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000	
99.949% - 99.938%	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
99.937% - 99.925%	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000			
99.924% - 99.913%	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
99.912% - 99.900%	\$ 800,000	\$ 1,000,000	\$ 1,000,000					
< 99.900%	\$ 1,000,000	\$ 1,000,000						

## KPI Calculation for Reclaimed Water Events KPI Calculation

Annual Score	KPI Compensation to the University							
	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target $\leq 1$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2-3	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
4-5	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
6-7	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
8 or greater	\$ 1,000,000	\$ 1,000,000						

KPI Calculation for Compressed Air Hours KPI Calculation

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
% Availability	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target 100.000% - 99.988%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99.987% - 99.975%	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
99.974% - 99.963%	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000
99.962% - 99.950%	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000	
99.949% - 99.938%	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
99.937% - 99.925%	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000			
99.924% - 99.913%	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
99.912% - 99.900%	\$ 800,000	\$ 1,000,000	\$ 1,000,000					
< 99.900%	\$ 1,000,000	\$ 1,000,000						

## KPI Calculation for Compressed Air Events KPI Calculation

Annual Score	KPI Compensation to the University							
	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2-3	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000
4-5	\$ 100,000	\$ 200,000	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000		
6-7	\$ 400,000	\$ 800,000	\$ 1,000,000	\$ 1,000,000				
8 or greater	\$ 1,000,000	\$ 1,000,000						

## KPI Calculation for Safety

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2-3	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 100,000	\$ 400,000	\$ 400,000	\$ 500,000
4-5	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000		
6-7	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000				
8 or greater	\$ 500,000	\$ 500,000						



KPI Calculation for Environmental Compliance
--

Annual Score	KPI Compensation to the University							
	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2-3	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 100,000	\$ 400,000	\$ 500,000	\$ 500,000
4-5	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000		
6-7	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000				
8 or greater	\$ 500,000	\$ 500,000						

KPI Calculation for Public Notice of Water Quality

	KPI Compensation to the University							
Annual Score	0	2	3	4	5	6	7	8
Number of Events	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years	Consecutive Event Years
Target ≤ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2-3	\$ -	\$ -	\$ 25,000	\$ 50,000	\$ 100,000	\$ 400,000	\$ 500,000	\$ 500,000
4-5	\$ 50,000	\$ 100,000	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000		
6-7	\$ 200,000	\$ 400,000	\$ 500,000	\$ 500,000				
8 or greater	\$ 500,000	\$ 500,000						

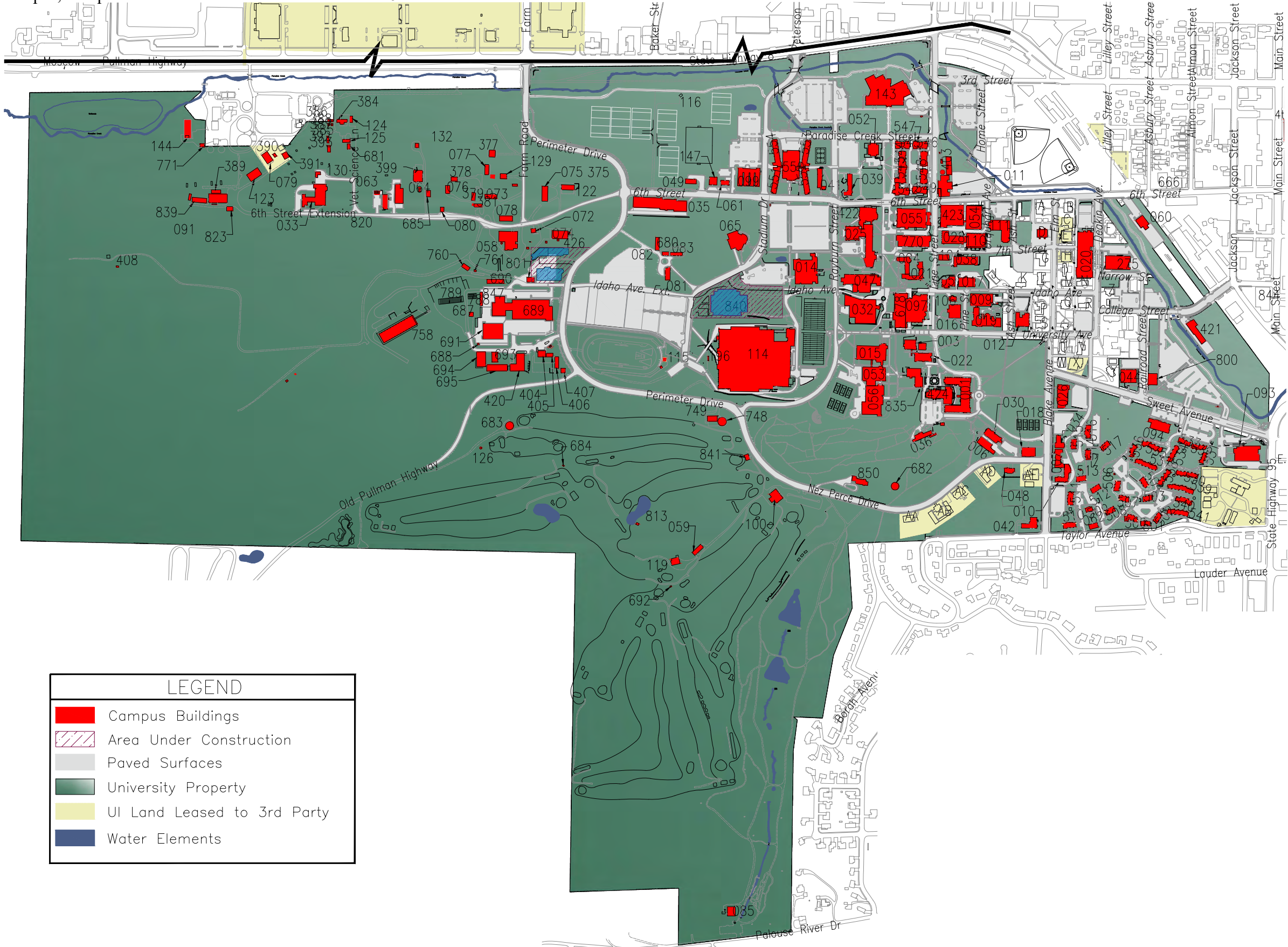
**SCHEDULE 16**  
**UNIVERSITY CAMPUS**

[See Attached]

SCHEDULE 16 - Part I

\*The portion of this map outlined in black and shaded in green comprises the entirety of the University Campus, except as set forth on Part II of this Schedule 16.

FOR CONTINUATION SEE K0-B



LEGEND

Campus Buildings

Area Under Construction

Paved Surfaces

University Property

UI Land Leased to 3rd Party

Water Elements

PUBLIC UTILITY MAPS ARE FOR PLANNING AND ESTIMATING PURPOSES. USERS ARE TO FIELD VERIFY INFORMATION.

BAHR

1  
K0-A

MAIN CAMPUS OVERALL PLAN OF BUILDINGS

Scale: 1"=85'

University of Idaho

Architectural and Engineering Services

875 Perimeter Drive MS-2281  
Moscow, Idaho 83844-2281  
(208) 885-6246

UNIVERSITY OF IDAHO MOSCOW CAMPUS PUBLIC UTILITIES

MAIN CAMPUS OVERALL PLAN OF BUILDINGS

ISSUE DATE: 10/1/2020  
ARCHIVE FILE NO.:  
PROJECT NUMBER:

DRAWN BY: AGU  
PRINCIPAL ARCHITECT  
CAD FILE NAME: c:\Users\auilman\university of idaho\storage-facilities - cadd\UI-MAPS\misc maps\utilities\Buildings-Utilities-Served\Buildings-Utilities-Served.dwg

SHEET NUMBER

K0-A

831

SCHEDULE 16 - Part II

\*The portion of this map outlined in black and shaded in green comprises a portion of the University Campus solely with respect to the domestic water Utility.

LEGEND

Campus Buildings

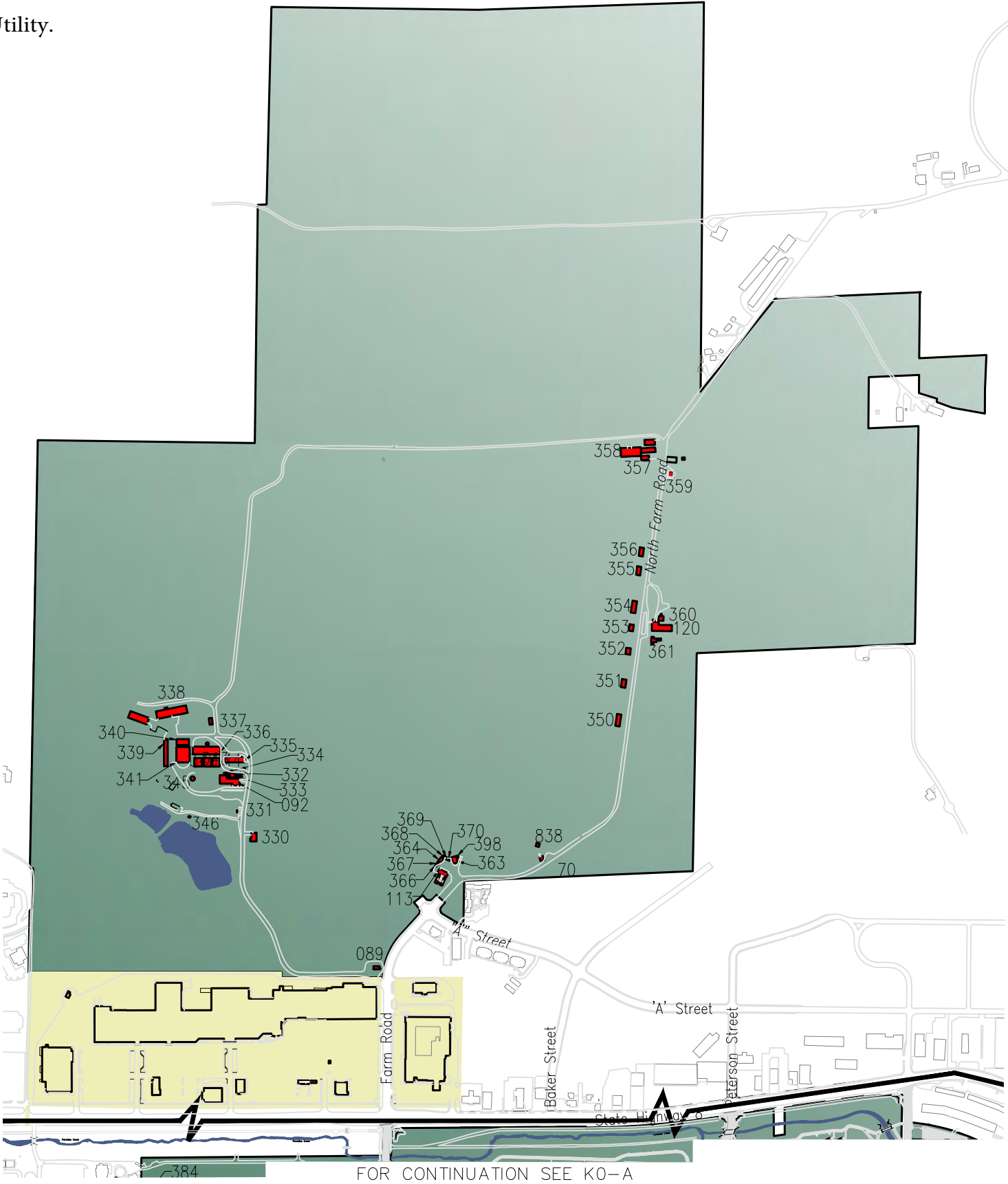
Area Under Construction

Paved Surfaces

University Property

UI Land Leased to 3rd Party

Water Elements



1  
K0-B

NORTH FARM OVERALL PLAN OF BUILDINGS

Scale: 1" = 800'

University of Idaho

Architectural and Engineering Services

875 Perimeter Drive MS-2281  
Moscow, Idaho 83844-2281  
(208) 885-6246

UNIVERSITY OF IDAHO MOSCOW CAMPUS PUBLIC UTILITIES

NORTH FARM OVERALL PLAN OF BUILDINGS

ISSUE DATE: 7/10/2020

ARCHIVE FILE NO.: CAD FILE NAME: C:\Users\jlaillman\University of Idaho\Storage-Facilities - CADD\UI-MAPS\MISC

PROJECT NUMBER: Maps\UTILITIES\Buildings-Served\Buildings-Utilities-Served.dwg

DRAWN BY: AGU

PRINCIPAL ARCHITECT

SHEET NUMBER

K0-B

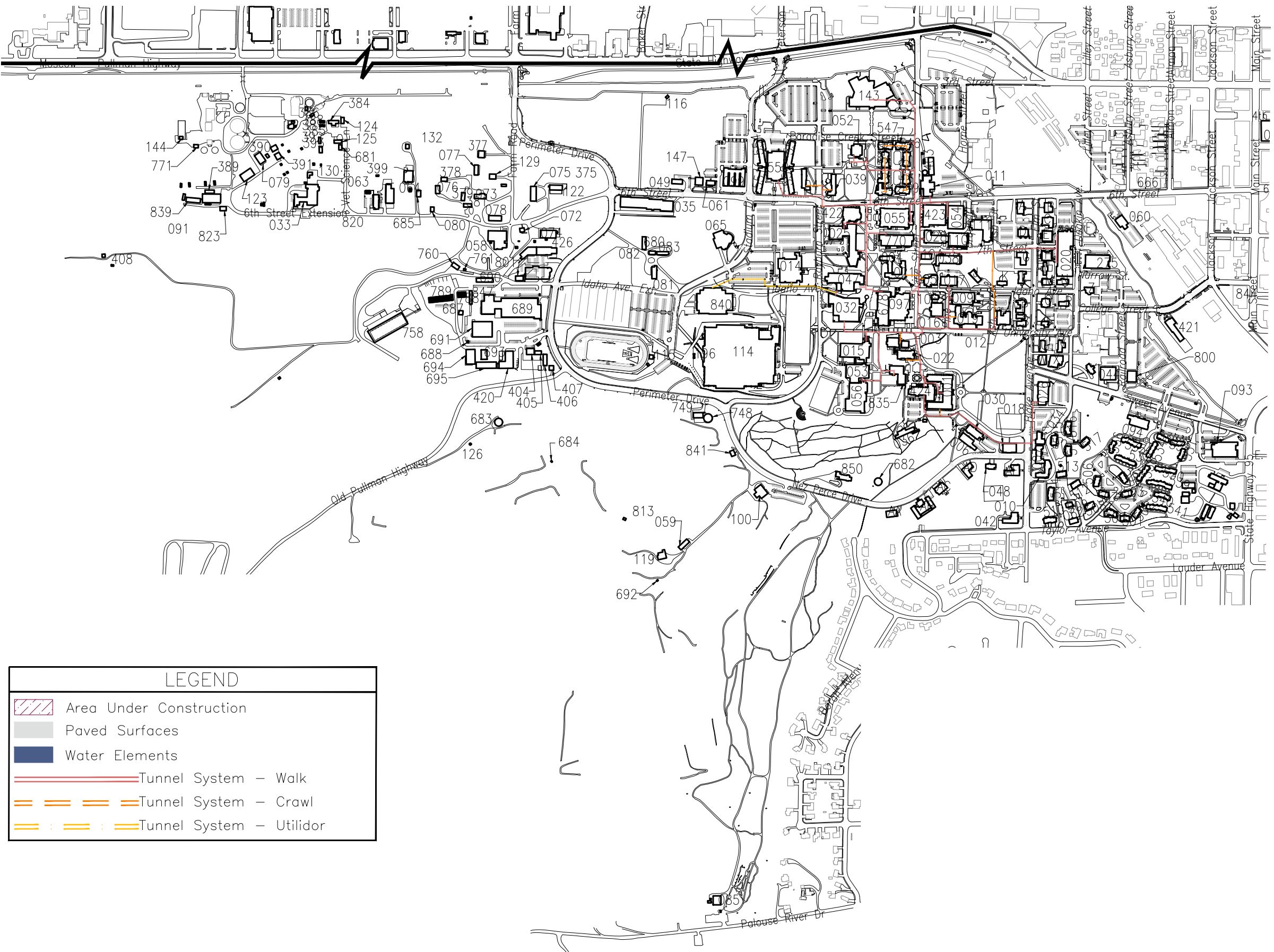
832

**SCHEDULE 17**  
**UNDERGROUND TUNNELS**

[See Attached]



FOR CONTINUATION SEE K18-B



LEGEND

Area Under Construction

Paved Surfaces

Water Elements

Tunnel System – Walk

Tunnel System – Crawl

Tunnel System – Utilidor

PUBLIC UTILITY MAPS ARE FOR PLANNING AND ESTIMATING PURPOSES. USERS ARE TO FIELD VERIFY INFORMATION.

1 MAIN CAMPUS - TUNNEL SYSTEM  
K18-A Scale: 1" = 834 of 851



LEGEND

Area Under Construction

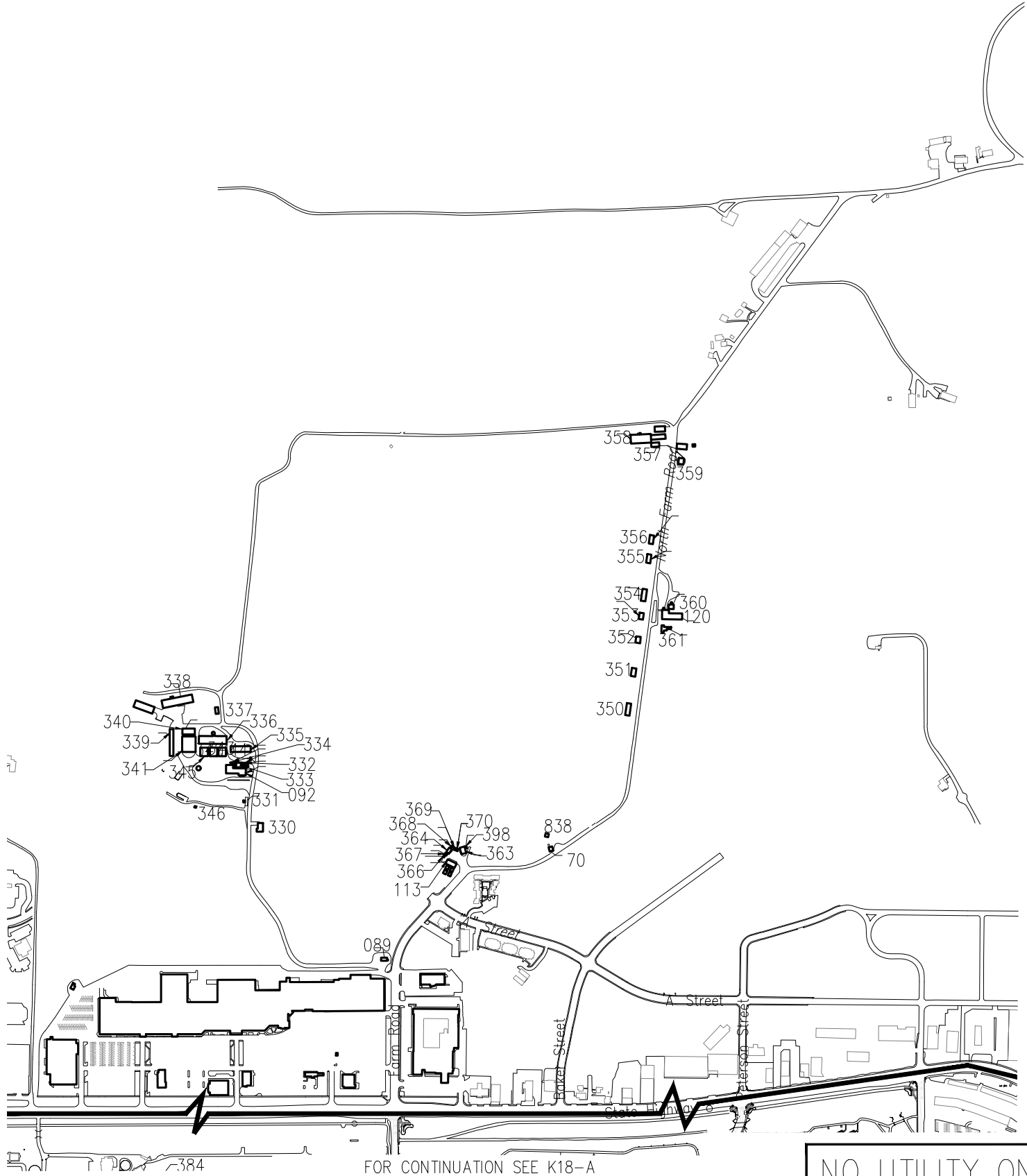
Paved Surfaces

Water Elements

Tunnel System - Walk

Tunnel System - Crawl

Tunnel System - Utilidor



**1 NORTH FARM - TUNNEL SYSTEM**  
Scale: 1" = 800'

**SCHEDULE 18**

**CAMPUS-WIDE PERMITS**

Title V permit for the Utility System sources issued by the DEQ

Plantwide Applicability Limit Permit issued by the DEQ for the University Campus

Storm water permit for the municipal separate storm sewer system on the University Campus issued by the EPA

Permit issued by EPA and DEQ to the University regarding the University's boilers' maximum achievable control technology

Reclaimed water permit and land application permit system issued by DEQ with respect to the University Campus

Tier I Qualified Facility SPCC Plan certified by the University on January 8, 2015

**SCHEDULE 19**

**SECTION 1060 ALLOCATION SCHEDULE**

SECTION 467 SCHEDULE								
ATTACHMENT 3								
YEAR	CASH RENT	ALLOCATED RENT	PROPORTIONAL RENT	467 OPENING LOAN BALANCE	INTEREST	DEBT SERVICE	467 CLOSING LOAN BALANCE	RENT, NET INTEREST
1	\$500,000	\$10,000	\$16,079	\$500,000	\$10,250	-\$16,079	\$494,171	\$5,829
2		\$10,000	\$16,079	\$494,171	\$10,130	-\$16,079	\$488,222	\$5,949
3		\$10,000	\$16,079	\$488,222	\$10,009	-\$16,079	\$482,151	\$6,071
4		\$10,000	\$16,079	\$482,151	\$9,884	-\$16,079	\$475,956	\$6,195
5		\$10,000	\$16,079	\$475,956	\$9,757	-\$16,079	\$469,634	\$6,322
6		\$10,000	\$16,079	\$469,634	\$9,627	-\$16,079	\$463,182	\$6,452
7		\$10,000	\$16,079	\$463,182	\$9,495	-\$16,079	\$456,598	\$6,584
8		\$10,000	\$16,079	\$456,598	\$9,360	-\$16,079	\$449,879	\$6,719
9		\$10,000	\$16,079	\$449,879	\$9,223	-\$16,079	\$443,022	\$6,857
10		\$10,000	\$16,079	\$443,022	\$9,082	-\$16,079	\$436,025	\$6,997
11		\$10,000	\$16,079	\$436,025	\$8,939	-\$16,079	\$428,884	\$7,141
12		\$10,000	\$16,079	\$428,884	\$8,792	-\$16,079	\$421,597	\$7,287
13		\$10,000	\$16,079	\$421,597	\$8,643	-\$16,079	\$414,160	\$7,437
14		\$10,000	\$16,079	\$414,160	\$8,490	-\$16,079	\$406,571	\$7,589
15		\$10,000	\$16,079	\$406,571	\$8,335	-\$16,079	\$398,826	\$7,745
16		\$10,000	\$16,079	\$398,826	\$8,176	-\$16,079	\$390,923	\$7,903
17		\$10,000	\$16,079	\$390,923	\$8,014	-\$16,079	\$382,858	\$8,065
18		\$10,000	\$16,079	\$382,858	\$7,849	-\$16,079	\$374,627	\$8,231
19		\$10,000	\$16,079	\$374,627	\$7,680	-\$16,079	\$366,228	\$8,399
20		\$10,000	\$16,079	\$366,228	\$7,508	-\$16,079	\$357,656	\$8,572
21		\$10,000	\$16,079	\$357,656	\$7,332	-\$16,079	\$348,909	\$8,747
22		\$10,000	\$16,079	\$348,909	\$7,153	-\$16,079	\$339,982	\$8,927
23		\$10,000	\$16,079	\$339,982	\$6,970	-\$16,079	\$330,872	\$9,110
24		\$10,000	\$16,079	\$330,872	\$6,783	-\$16,079	\$321,576	\$9,296
25		\$10,000	\$16,079	\$321,576	\$6,592	-\$16,079	\$312,089	\$9,487
26		\$10,000	\$16,079	\$312,089	\$6,398	-\$16,079	\$302,407	\$9,681
27		\$10,000	\$16,079	\$302,407	\$6,199	-\$16,079	\$292,527	\$9,880
28		\$10,000	\$16,079	\$292,527	\$5,997	-\$16,079	\$282,445	\$10,082
29		\$10,000	\$16,079	\$282,445	\$5,790	-\$16,079	\$272,156	\$10,289
30		\$10,000	\$16,079	\$272,156	\$5,579	-\$16,079	\$261,655	\$10,500
31		\$10,000	\$16,079	\$261,655	\$5,364	-\$16,079	\$250,940	\$10,715
32		\$10,000	\$16,079	\$250,940	\$5,144	-\$16,079	\$240,005	\$10,935
33		\$10,000	\$16,079	\$240,005	\$4,920	-\$16,079	\$228,846	\$11,159
34		\$10,000	\$16,079	\$228,846	\$4,691	-\$16,079	\$217,458	\$11,388
35		\$10,000	\$16,079	\$217,458	\$4,458	-\$16,079	\$205,836	\$11,621
36		\$10,000	\$16,079	\$205,836	\$4,220	-\$16,079	\$193,977	\$11,860
37		\$10,000	\$16,079	\$193,977	\$3,977	-\$16,079	\$181,874	\$12,103
38		\$10,000	\$16,079	\$181,874	\$3,728	-\$16,079	\$169,523	\$12,351
39		\$10,000	\$16,079	\$169,523	\$3,475	-\$16,079	\$156,919	\$12,604
40		\$10,000	\$16,079	\$156,919	\$3,217	-\$16,079	\$144,057	\$12,862
41		\$10,000	\$16,079	\$144,057	\$2,953	-\$16,079	\$130,930	\$13,126
42		\$10,000	\$16,079	\$130,930	\$2,684	-\$16,079	\$117,535	\$13,395
43		\$10,000	\$16,079	\$117,535	\$2,409	-\$16,079	\$103,865	\$13,670
44		\$10,000	\$16,079	\$103,865	\$2,129	-\$16,079	\$89,915	\$13,950
45		\$10,000	\$16,079	\$89,915	\$1,843	-\$16,079	\$75,679	\$14,236
46		\$10,000	\$16,079	\$75,679	\$1,551	-\$16,079	\$61,151	\$14,528
47		\$10,000	\$16,079	\$61,151	\$1,254	-\$16,079	\$46,326	\$14,826
48		\$10,000	\$16,079	\$46,326	\$950	-\$16,079	\$31,196	\$15,130
49		\$10,000	\$16,079	\$31,196	\$640	-\$16,079	\$15,756	\$15,440
50		\$10,000	\$16,079	\$15,756	\$323	-\$16,079	\$0	\$15,756
TOTAL	BAHR \$500,000	\$500,000	\$803,965	838 of 851	\$303,965	-\$803,965	TAB 1 Page 838	\$500,000

## SECTION 1060 ALLOCATION SCHEDULE

ASSET CLASS	AGGREGATE FAIR MARKET VALUE	ALLOCATION OF PRICE
CLASS I	\$NIL	\$NIL
CLASS II	\$NIL	\$NIL
CLASS III	\$NIL	\$NIL
CLASS IV	\$NIL	\$NIL
CLASS V	\$NIL	\$NIL
CLASS VI	\$224,500,000	\$224,500,000
CLASS VII	\$NIL	\$NIL
TOTAL	\$224,500,000	\$224,500,000

## SCHEDULE 20

## FORM OF TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this “Agreement”), is made and entered into as of this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between The Regents of the University of Idaho (“Licensor”), and \_\_\_\_\_, a \_\_\_\_\_ (“Licensee”). Unless the context requires otherwise, terms used in this Agreement that are initially capitalized and not otherwise defined herein will have the meanings given to them in the Concession Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Long-Term Lease and Concession Agreement for the University of Idaho Utility System, dated as of \_\_\_\_\_, 20\_\_ by and between Licensor and Licensee (as may be amended, the “Concession Agreement”), Licensor will lease the Utility Facilities to Licensee and will grant Licensee the right to operate, maintain, repair, replace, improve and service the Utility System for the Term of the Concession Agreement as provided therein;

WHEREAS, Licensor is the owner of the “UNIVERSITY OF IDAHO” name and trademark and certain other trademarks, service marks, trade names, and other indicia of source or goodwill, including the registrations and applications for registration thereof set forth in Exhibit A (the “(the “Licensed Trademarks”); and

WHEREAS, Licensor desires to grant to Licensee a limited license under the Licensed Trademarks for certain limited uses and times pursuant to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. License Grant. Licensor hereby grants to Licensee, subject to the terms and upon the conditions of this Agreement, a royalty-free non-exclusive, non-transferable right and license to use the Licensed Trademarks in connection with Licensee’s operation of the Utility System and lease of the Utility Facilities in accordance with the Concession Agreement (the “Licensed Use”). Notwithstanding anything herein to the contrary, Licensed Use does not include providing utility services to customers other than Licensor or making market-based sales of electricity. Notwithstanding anything herein to the contrary, the license to use the Licensed Trademarks does not include the right for Licensee to use the Licensed Trademarks for promotion or endorsement of Licensee or Licensee’s products and services. No right or license is granted to Licensee and Licensee shall not use the Licensed Trademarks in connection with any goods, services, or use other than the Licensed Use, including in connection with providing utility services to customers other than Licensor and making market-based sales of electricity. No other rights or licenses, other than those expressly granted herein and subject to the

limitations herein and otherwise in this Agreement, are granted to Licensee in and to any intellectual property of Licensors under this Agreement, expressly, by implication or estoppels. Licensors reserves to itself all such other rights, including the right to use and license to others the right to use the Licensed Trademarks anywhere in connection with any products and/or services.

2. Quality Control. Licensee shall permit an authorized representative of Licensors to inspect the use of the Licensed Trademarks from time to time, to make certain that the high quality image of Licensors is maintained and that the use of the Licensed Trademarks otherwise complies with the terms of this Agreement and the Concession Agreement. The quality, appearance, style and use of the Licensed Trademarks shall be subject to the written approval of Licensors prior to any use of the Licensed Trademarks by Licensee, such approval not to be unreasonably withheld. No changes with respect to the use of the Licensed Trademarks shall be made without the prior written consent of Licensors.

3. Material. All promotional material utilizing or tying in with the Licensed Trademarks shall be submitted for prior written approval to Licensors's Trademark Licensing Office, which will act in a timely manner.

4. Assignability. Except for an assignment and pledge of this Agreement to the collateral agent as security for the benefit of the Concessionaire's lenders, this Agreement may not be assigned by Licensee without the prior written consent of Licensors. Nevertheless, the Licensed Trademarks are licensed to Licensee based upon Licensors's belief that Licensee will properly utilize the Licensed Trademarks in a high quality manner. A Change in Control of Licensee, and any Transfer of the Concessionaire Interest in contravention of Article 17 of the Concession Agreement, will be considered an assignment subject to this Section 4.

5. No Sublicensing Rights. Except for a sublicense of the Licensed Trademarks to the Operator solely for the purpose of performing the Utility Services, Licensee may not authorize, permit or grant any right or sublicense to third parties to use the Licensed Trademarks; provided that the Operator shall not sublicense or transfer such sublicense to any party.

6. Third Party Infringements. Licensors may, at its own expense, challenge all unauthorized uses of the Licensed Trademarks or colorable imitations thereof and may prosecute infringers who may use or attempt to use the Licensed Trademarks or any trademark confusingly similar thereto. In this connection, Licensee shall cooperate with Licensors by assisting with the prosecution of lawsuits, providing available evidence and the like. In the event Licensors finds it necessary to institute legal proceedings affecting the rights acquired by Licensee under this Agreement, Licensee may employ counsel at its own expense to assist Licensors's effort.

7. Indemnification. Licensee agrees to indemnify, hold harmless and defend Licensors, its agents, officials, and employees and any related entities with legal counsel acceptable to Licensors from and against all demands, claims, injuries, losses, damages, actions, suits, causes of action, proceedings, judgments, liabilities and expenses, including attorneys' fees, court costs and other legal expenses, arising out of or connected with Licensee's use of the Licensed Trademarks. No approval by Licensors of any action by Licensee shall affect any right of Licensors to indemnification hereunder. Licensee acknowledges that it will have no claims



against Licensor for any damage to property or injury to persons arising out of Licensee's use of the Licensed Trademarks. OTHER THAN FOR CLAIMS AGAINST LICENSEE FOR INDEMNIFICATION OR FOR MISUSE OR MISAPPROPRIATION OR INFRINGEMENT OF THE LICENSED TRADEMARKS, LICENSEE WILL NOT BE LIABLE TO LICENSOR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

8. Use of the Licensed Trademarks. Use of the Licensed Trademarks by Licensee pursuant to this Agreement shall inure solely to the benefit of Licensor. Licensee acknowledges and agrees that the Licensed Trademarks are the sole and exclusive property of Licensor and that Licensee shall not acquire any right, title, or interest in or to the Licensed Trademarks as a result of this Agreement (other than the licenses expressly granted it hereunder), and that all uses of the Licensed Trademarks by Licensee and all goodwill generated thereby inures to the benefit of Licensor. Licensee agrees to cooperate with Licensor in the prosecution of any trademark or copyright application that Licensor may desire to file for services or in the conduct of any litigation relating to the Licensed Trademarks. Licensee shall supply to Licensor reasonable samples, advertisements, financial information and similar material and, upon Licensor's request, shall provide evidence, give testimony and cooperate with Licensor as may reasonably be required in connection with any such application. Licensee agrees to assign any and all trademark or service mark applications (Federal or state) that it may have already filed for the Licensed Trademarks referred to herein. Licensor shall prepare the assignments at its own expense and Licensee shall execute them and return them to Licensor in a prompt fashion. Licensee shall not register any trademarks or service marks which include the Licensed Trademarks.

9. Term and Termination. So long as Licensee complies with all the terms and conditions of this Agreement, it shall continue in full force and effect for the Term of the Concession Agreement. In the event of a material breach of this Agreement by Licensee and a failure to cure same within thirty (30) days of written notice to Licensee, Licensor may terminate this Agreement immediately thereafter by mailing a written notice of termination to Licensee. Upon termination of this Agreement for any reason, Licensee shall immediately discontinue all use of the Licensed Trademarks.

Licensor may terminate this Agreement in the event that Licensor determines Licensee is using the Licensed Trademarks in a way that Licensor deems to be immoral, lewd, obscene or offensive to the educational image of Licensor. In the event that Licensor determines that Licensee has violated this provision, Licensor agrees to give Licensee the opportunity to correct the objectionable activities within thirty (30) days after sending Licensee written notice.

10. Bankruptcy. This Agreement shall immediately terminate upon bankruptcy, receivership, or assignment for the benefit of creditors of Licensee.

11. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and

effect as though such void provision had not been contained herein. The parties agree that each party and its counsel has reviewed this Agreement and the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

12. Entire Agreement. This Agreement and the Concession Agreement contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, or any other writings or communications in respect of such subject matter. In the event of any ambiguity or conflict between the terms hereof and the Concession agreement, the terms of the Concession Agreement will be governing and controlling. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing signed by each of the parties hereto.

13. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Idaho (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

14. Waiver. Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

15. Nature of Relationship. Nothing herein shall be construed to place the parties in a relationship of agency, partners, joint venturers, affiliate or employee, and neither party shall have the power to obligate or bind the other in any manner whatsoever.

16. Notices. All communications, notices, and exchanges of information contemplated herein or required or permitted to be given hereunder shall be given in accordance with Section 20.1 of the Concession Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE REGENTS OF THE UNIVERSITY  
OF IDAHO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**LICENSED TRADEMARKS**

## UNIVERSITY OF IDAHO

(registered with the US Patent & Trademark Office under Registration Number 3940396)



(registered with the US Patent & Trademark Office under Registration Number 3937235)



(registered with the US Patent & Trademark Office under Registration Number 5665638)

**SCHEDULE 21**

**MAIN CAMPUS**

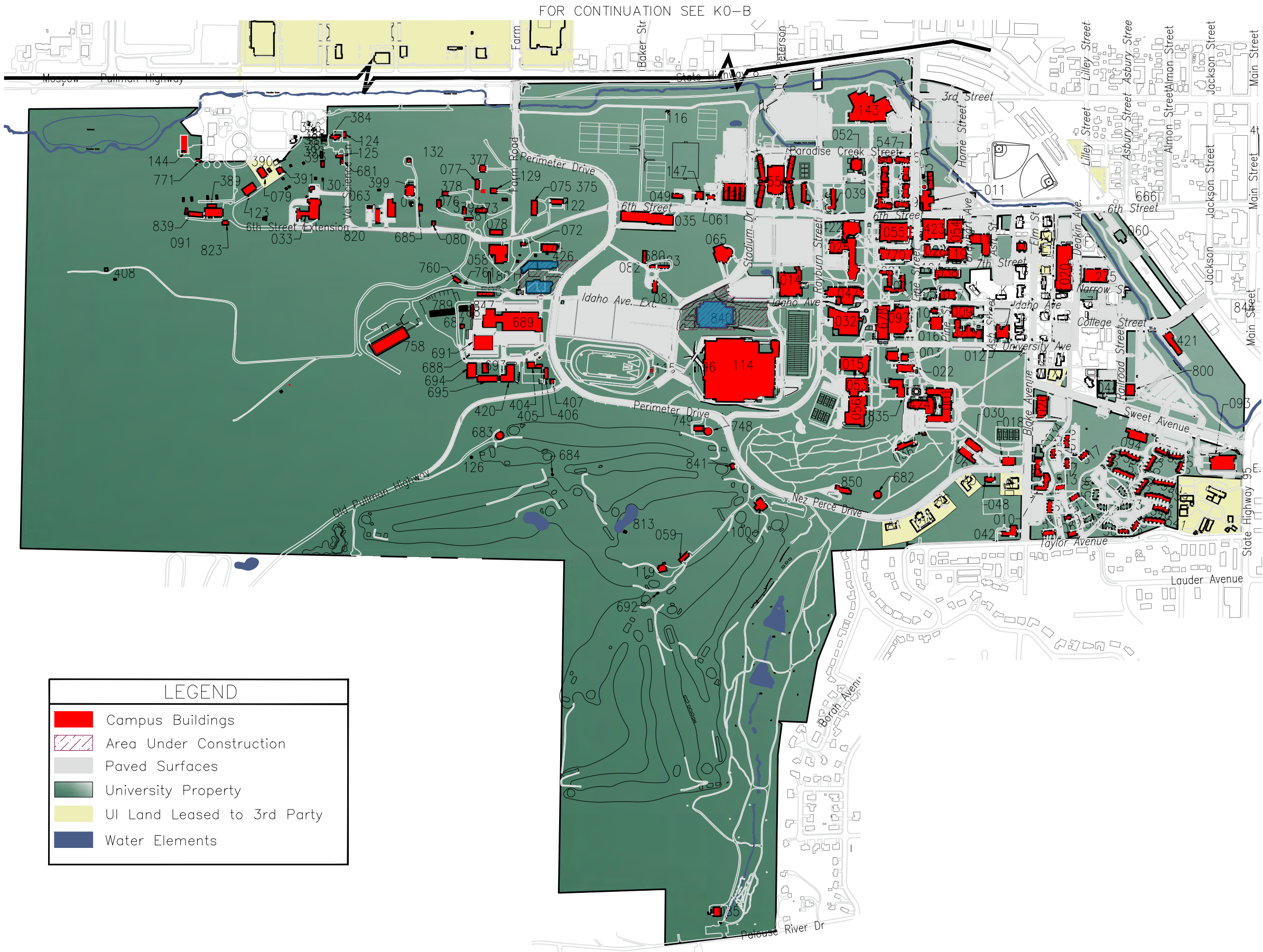
[See Attached]

PUBLIC UTILITY MAPS ARE FOR PLANNING AND ESTIMATING PURPOSES. USERS ARE TO FIELD VERIFY INFORMATION.

1  
KO-A

MAIN CAMPUS OVERALL PLAN OF BUILDINGS

Scale: 1"=848' @ 85%



FOR CONTINUATION SEE KO-B



**SCHEDULE 22**

**NORTH FARM**

[See Attached]

LEGEND

Campus Buildings

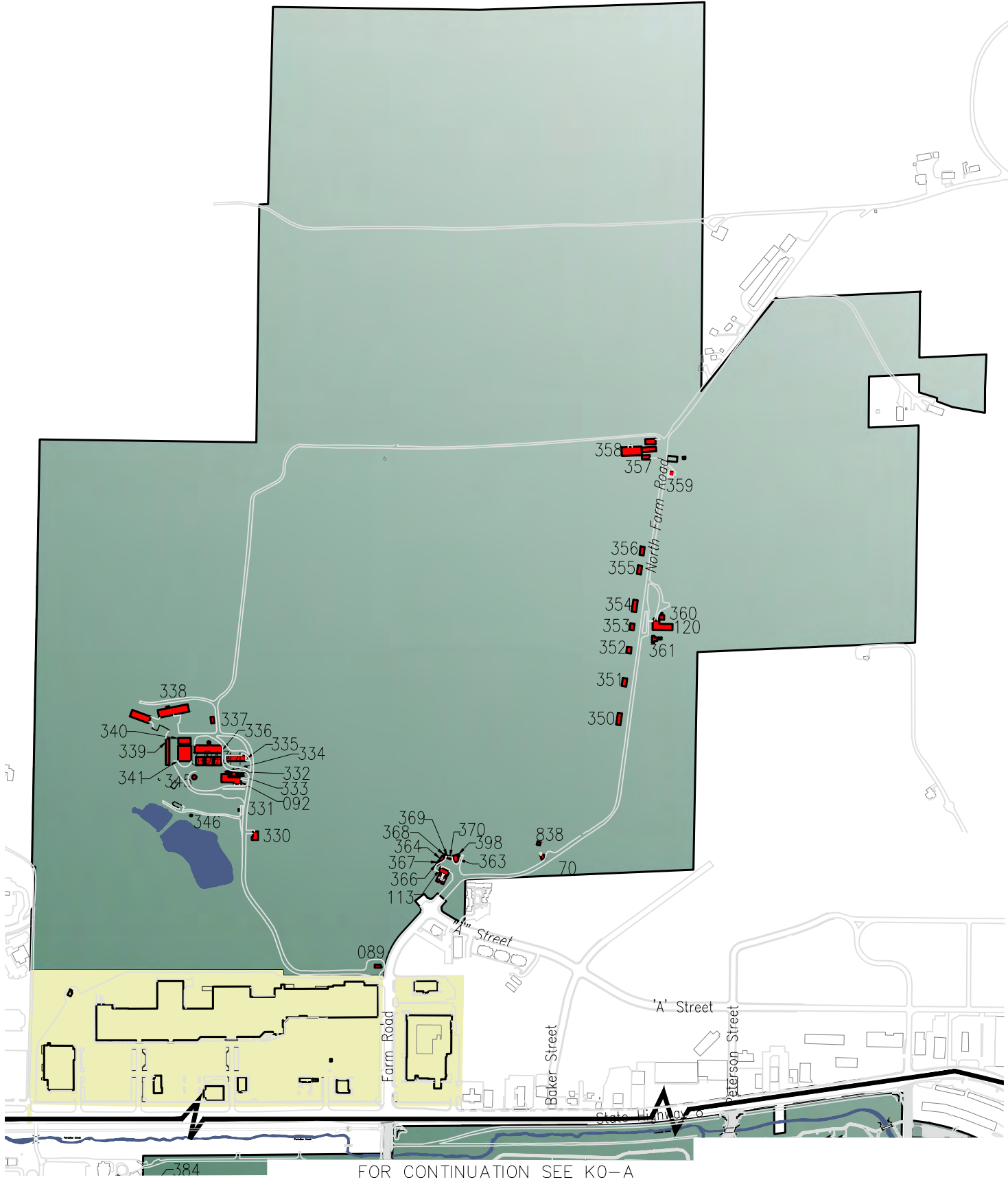
Area Under Construction

Paved Surfaces

University Property

UI Land Leased to 3rd Party

Water Elements



1  
K0-B

NORTH FARM OVERALL PLAN OF BUILDINGS

Scale: 1" = 800'

FOR CONTINUATION SEE K0-A

ISSUE DATE: 7/10/2020	DRAWN BY: AGU
ARCHIVE FILE NO:	PRINCIPAL ARCHITECT
PROJECT NUMBER:	CADD FILE NAME: C:\Users\jlaillman\University of Idaho\Storage-Facilities - CADD\UI-MAPS\MISC Maps\UTILITIES\Buildings-Served\Buildings-Utilities-Served.dwg

## SCHEDULE 23

## WARRANTY PERIOD UTILITY SYSTEM PROJECTS

Item	CP #	Project	Phase	Cost	Anticipated Completion	Project Updates
<b>Projects in the Complete / Warranty Phase</b>						
1	CP170099	Central Chilled Water Improvements, DPW 18-254	Warranty	436,000	Warranty	Completed Oct 2019
2	CP180031	IRIC Add Drylab FF&E	Warranty	20,000	Warranty	Completed Oct 2019
3	CP190018	Morrill Hall Window Replacement, Ph. 1, DPW 19-266	Warranty	275,000	Warranty	Completed Sep 2019
4	CP190020	Line Street Steam Tunnel Lid Repair & Replacement, DPW 19-254	Warranty	440,100	Warranty	Completed Nov 2019
5	CP190060	ASUI Kibbie Activity Center Domestic Hot	Warranty	60,000	Warranty	Completed Apr 2020
6	CP190089	Beef Center, Sheep Center Water Line Replacement	Warranty	86,000	Warranty	Completed Nov 2019
7	CP190094	Sanitary Sewer Emergency Repairs, Library South Lawn	Warranty	195,700	Warranty	Completed Oct 2019
8	CP190095	JW Martin Compressor Replacement	Warranty	14,410	Warranty	Completed Nov 2019
9	CP180012	SCCP York Chiller Upgrade	Warranty	275,000	Warranty	Completed 2020
10	CP190014	Administration Building Rated Building Improvements, DPW 19-257	Warranty	390,000	Warranty	Completed 2020
11	CP190013	Bruce M. Pitman Center Exterior	Warranty	1,621,700	Warranty	Completed 2020
12	CP190011	JW Martin Water Quality Lab 85	Warranty	195,000	Warranty	Completed 2020
<b>Subtotal - Complete / Warranty Phase</b>				<b>\$ 4,008,910</b>		

**ESCROW AGREEMENT**

**between**

**THE REGENTS OF THE UNIVERSITY OF IDAHO**

**and**

**WELLS FARGO BANK, N.A.,  
as Escrow Agent**

**Dated effective [November/December] \_\_, 2020**

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THE REGENTS OF THE UNIVERSITY OF IDAHO

**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT is made and entered into effective \_\_\_\_\_, \_\_, 2020 (the “Escrow Agreement”), by and between The Regents of the University of Idaho (the “Issuer”) and Wells Fargo Bank, N.A., Denver, Colorado (the “Escrow Agent”).

**ARTICLE I  
RECITALS**

WHEREAS, the Issuer is desirous of irrevocably paying, redeeming and retiring certain of its 2014 Bonds and 2018A Bonds (each as hereinafter defined) by depositing funds in escrow pursuant to the provisions of this Escrow Agreement, and has caused to be delivered to the Escrow Agent statements setting forth the maturity schedules and redemption provisions of the 2014 Bonds and 2018A Bonds by date of maturity, and the amount of the principal maturing on each maturity date of the 2014 Bonds and 2018A Bonds, and by execution of this Escrow Agreement, the Escrow Agent acknowledges receipt of such statements.

**ARTICLE II  
DEFINITIONS**

For all purposes of this Escrow Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

“2014 Bonds” shall mean the outstanding General Revenue Bonds, Series 2014, issued June 25, 2014, as more particularly described in Section 3.1 hereof, and authorized and issued under the 2014 Bond Resolution.

“2014 Escrow Account” shall mean the Escrow Account irrevocably deposited with the Escrow Agent created hereunder for the purpose of providing for payment of the 2014 Defeased Bonds.

“2014 Bond Resolution” shall mean the Resolution of the Issuer adopted June 19, 2014 authorizing the issuance of the 2014 Bonds.

“2014 Defeased Bonds” shall mean the 2014 Bonds identified in Section 3.2 hereof.

“2014 Escrow Account” shall mean the 2014 Escrow Account irrevocably deposited with the Escrow Agent created hereunder for the purpose of providing for payment of the 2014 Defeased Bonds.

“2014 Redemption Date” means the date the 2014 Bonds are subject to optional call for redemption, April 1, 2022.

“2018A Bonds” shall mean the outstanding General Revenue Refunding Bonds, Series 2018A, issued January 23, 2018, as more particularly described in Section 3.1 hereof, and authorized and issued under the 2018A Bond Resolution.

“2018A Bond Resolution” shall mean the Resolution of the Issuer adopted December 21, 2017, authorizing the issuance of the 2018A Bonds.

“2018A Defeased Bonds” shall mean the 2018A Bonds identified in Section 3.2 hereof.

“2018A Escrow Account” shall mean the 2018A Escrow Account irrevocably deposited with the Escrow Agent created hereunder for the purpose of providing for payment of the 2018A Defeased Bonds.

“2018A Redemption Date” means the date the 2018A Bonds are subject to optional call for redemption, April 1, 2028.

“Costs of Defeasance Account” shall mean the account by that name created and funded hereunder for the purpose of providing for payment of the costs of defeasing the Defeased Bonds.

“Defeasance Securities” shall mean cash or any government obligation qualified under Section 57-504 of the Idaho Code, as it reads on the date hereof. Said Defeasance Securities may include either U.S. Treasury Securities-State and Local Government Series or open market securities. They shall be limited to direct noncallable obligations of the U.S. Government. Investments in mutual funds or unit investment trusts shall be prohibited.

“Defeased Bonds” shall mean, collectively, the 2014 Defeased Bonds and 2018A Defeased Bonds.

“Escrow Agent” shall mean Wells Fargo Bank, N.A., Denver, Colorado.

“Escrow Agreement” shall mean this agreement by and between the Issuer and the Escrow Agent.

“Issuer” shall mean The Regents of the University of Idaho.

“Regulations” means the regulations promulgated under the Internal Revenue Code applicable to tax-exempt obligations, including Regulations § 1.141 to § 1.150 and any successor regulations thereto.



**ARTICLE III**  
**MATURITIES AND REDEMPTION PROVISIONS; DEFEASED BONDS**

**Section 3.1 The 2014 Bonds; Redemption Provisions.**

The outstanding 2014 Bonds accrue interest at the rates and mature and are subject to optional call for redemption on the date, years and amounts as set forth in Attachment 1 hereto. The 2014 Bonds maturing on and after April 1, 2023 are subject to redemption at the option of the Issuer, in whole or in part, on April 1, 2022, and on any date thereafter at the price of par plus accrued interest to the date of redemption.

**Section 3.2 The 2018A Bonds; Redemption Provisions**

The outstanding 2018A Bonds accrue interest at the rates and mature and are subject to optional call for redemption on the date, years and amounts as set forth in Attachment 2 hereto. The 2018A Bonds maturing on and after April 1, 2029 are subject to redemption at the option of the Issuer, in whole or in part, on April 1, 2028, and on any date thereafter at the price of par plus accrued interest to the date of redemption.

**Section 3.3 Defeased Bonds.**

The President and the Vice President for Finance and Administration of the Issuer, pursuant to authority delegated to them by the Issuer's Board of Regents by Resolution adopted November 2, 2020, have determined to defease all or portions of certain of the outstanding maturities of (i) the 2014 Bonds as specifically identified on Attachment 3 hereto (the "2014 Defeased Bonds") and (ii) the 2018A Bonds as specifically identified on Attachment 4 hereto (the "2018A Defeased Bonds" and together with the 2014 Defeased Bonds, collectively the "Defeased Bonds"), together with accrued interest to the 2014 Redemption Date and 2018A Redemption Date, respectively, pursuant to Article IV hereof.

To facilitate the defeasance and redemption of the 2014 Defeased Bonds and the principal amount of the 2014 Bonds not defeased, the Issuer shall issue (i) a new bond(s) representing the remaining principal of the 2014 Bonds, as reflected on Attachment 3 hereto, and (ii) a new bond(s) representing the principal amount of the 2014 Defeased Bonds as reflected on Attachment 3 hereto.

To facilitate the defeasance and redemption of the 2018A Defeased Bonds and the principal amount of the 2018A Bonds not defeased, the Issuer shall issue (i) a new bond(s) representing the remaining principal of the 2018A Bonds, as reflected on Attachment 4 hereto, and (ii) a new bond(s) representing the principal amount of the 2018A Defeased Bonds as reflected on Attachment 4 hereto.

The Escrow Agent, as paying agent for the 2014 Bonds and 2018A Bonds, shall safe keep the newly-issued 2014 Bonds and 2018A Bonds pursuant to the Depository Trust Company's Fast Automated Securities Transfer System.

## ARTICLE IV PLAN OF DEFEASING THE DEFEASED BONDS

### Section 4.1 Deposits Into the 2014 Escrow Account.

The Escrow Agent will establish the 2014 Escrow Account and will hold the 2014 Escrow Account separate and apart from all other funds and accounts held by the Escrow Agent. Simultaneously with the execution hereof, the Issuer will cause the Defeasance Securities in the par amount of \$ \_\_\_\_\_, as described in **Attachment 5**, together with cash in the amount of \$ \_\_\_\_\_, to be deposited irrevocably into the 2014 Escrow Account, for the security and benefit of the owners of the 2014 Defeased Bonds.

The purpose of the 2014 Escrow Account is to irrevocably pledge the Defeasance Securities, which have been purchased with funds of the Issuer, to redeem the 2014 Defeased Bonds. The deposit in favor of the owners of the 2014 Defeased Bonds is irrevocable.

### Section 4.2 Deposits Into the 2018A Escrow Account.

The Escrow Agent will establish the 2018A Escrow Account and will hold the 2018A Escrow Account separate and apart from all other funds and accounts held by the Escrow Agent. Simultaneously with the execution hereof, the Issuer will cause the Defeasance Securities in the par amount of \$ \_\_\_\_\_, as described in **Attachment 6**, together with cash in the amount of \$ \_\_\_\_\_, to be deposited irrevocably into the 2018A Escrow Account, for the security and benefit of the owners of the 2018A Defeased Bonds.

The purpose of the 2018A Escrow Account is to irrevocably pledge the Defeasance Securities, which have been purchased with funds of the Issuer, to redeem the 2018A Defeased Bonds. The deposit in favor of the owners of the 2018A Defeased Bonds is irrevocable.

### Section 4.3 Deposits Into the Costs of Defeasance Account.

The Escrow Agent will establish the Costs of Defeasance Account on behalf of the Issuer and credit funds of the Issuer in the amount of \$ \_\_\_\_\_ to the Costs of Defeasance Account to be disbursed in accordance with Article V hereof.

**Section 4.4 Disbursements By Escrow Agent.**

The Escrow Agent shall present for payment on the due dates thereof the Defeasance Securities from the 2014 Escrow Account and the 2018A Escrow Account, and in its capacity as Paying Agent for the Defeased Bonds, shall apply the proceeds derived from the 2014 Escrow Account and the 2018A Escrow Account, respectively, in accordance with this Escrow Agreement to pay principal of and interest accruing on the Defeased Bonds, on the interest payment dates thereof to and including the 2014 Redemption Date and the 2018A Redemption Date, respectively, in accordance with the Verification Report attached as **Attachment 7** hereto (the “Verification Report”).

On or before the 2014 Redemption Date and the 2018A Redemption Date, respectively, the Escrow Agent, in its capacity as Paying Agent for the Defeased Bonds, shall present for payment on the due dates thereof the Defeasance Securities and shall apply the proceeds derived therefrom to timely redeem and retire the Defeased Bonds on the 2014 Redemption Date and the 2018A Redemption Date, respectively, together with the interest accrued thereon, from the preceding interest payment date, in accordance with the Verification Report.

**Section 4.5 Defeasance Securities.**

The Defeasance Securities (described in **Attachment 5** and **Attachment 6** hereto), as such may be substituted pursuant to this Escrow Agreement, shall mature not later than the date needed to redeem or pay the interest accruing on the Defeased Bonds and will be sufficient to redeem and retire the Defeased Bonds on the 2014 Redemption Date and the 2018A Redemption Date, respectively.

**Section 4.6 Safekeeping of the Defeasance Securities.**

All Defeasance Securities, money and investment income deposited with or received by the Escrow Agent pursuant to Article IV shall be subject to the trust created by this Escrow Agreement and irrevocably pledged only for the payment of the Defeased Bonds’ debt service, and the Escrow Agent shall be liable for the safekeeping thereof.

**Section 4.7 Reinvestment; Substitution of the Defeasance Securities.**

The Escrow Agent shall reinvest, to the extent possible, the proceeds received upon maturity of the Defeasance Securities in such Defeasance Securities to mature not later than the payment date of the Defeased Bonds.

The Issuer has reserved the right to substitute higher yielding direct noncallable obligations of the United States for investments in the Escrow Account in the event it may do so pursuant to Section 103 of the Code and the Regulations, provided that at all times the money and Defeasance Securities in the 2014 Escrow Account and 2018A Escrow Account, respectively, shall be sufficient, without any further investment, to pay and retire the Defeased Bonds. Prior to each such substitution, the Issuer will obtain:

(i) A supplemental verification addressed to the Issuer and the Escrow Agent from an independent firm of certified public accountants, which shall be satisfactory to nationally recognized bond counsel, that the money and Defeasance Securities on deposit after such substitution will be sufficient, without any further investment, to effect the defeasance of the Defeased Bonds and that such substitute Defeasance Securities are noncallable; and

(ii) An unqualified written legal opinion addressed to the Issuer and the Escrow Agent from nationally recognized bond counsel that such substitution will not cause the interest on the Defeased Bonds to become includible in gross income for federal and state income tax purposes.

## ARTICLE V PAYMENT OF COSTS OF DEFEASANCE

Upon deposit of funds as set forth in Section 4.3 hereof into the Costs of Defeasance Account, the Escrow Agent shall disburse monies from the Costs of Defeasance Account to pay the costs of defeasing the Defeased Bonds upon receipt of a written certificate from the Issuer requesting payment of the costs, together with invoices therefor, up to the amount deposited, including the fee of the Escrow Agent. Pending payment of all costs of the defeasance, the monies held in the Costs of Defeasance Account shall be invested by the Escrow Agent in investments as may be directed in writing by the Issuer, which shall be investments permitted under Section 67-1210, Idaho Code, with any interest received on such investments to remain in the Costs of Defeasance Account. After payment of costs or no later than forty-five (45) days after the date hereof, any excess monies remaining in the Costs of Defeasance Account shall be transferred promptly by the Escrow Agent to the Issuer.

## ARTICLE VI NOTICE OF DEFEASANCE

The Escrow Agent, in its role as paying agent for the Defeased Bonds, is hereby authorized and directed to (i) give notice of the defeasance of the Defeased Bonds to the holders thereof according to the provisions of the 2014 Bond Resolution and the 2018A Bond Resolution, respectively, and (ii) to file notices of defeasance of the Defeased Bonds with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system (EMMA), or such other nationally recognized municipal securities information repository recognized by the Securities and Exchange Commission from time to time, in substantially the forms attached hereto as **Attachment 8**.

## ARTICLE VII NOTICE OF REDEMPTION

The Defeased Bonds will be irrevocably called for redemption on the 2014 Redemption Date and the 2018A Redemption Date, respectively, and, provided funds in the amount of the redemption price plus accrued interest to the 2014 Redemption Date and the 2018A Redemption Date, respectively, are on deposit with the Escrow Agent for payment on the 2014 Redemption Date and the 2018A Redemption Date, the Defeased Bonds will be redeemed on the 2014

Redemption Date and the 2018A Redemption Date, respectively. The Issuer shall cause timely notices of redemption to be given to the holders of the Defeased Bonds by the Escrow Agent, in its capacity as paying agent under the 2014 Bond Resolution and 2018A Bond Resolution, in the forms attached hereto as **Attachment 9**.

## ARTICLE VIII DUTIES AND OBLIGATIONS OF THE ESCROW AGENT

The duties and obligations of the Escrow Agent shall be prescribed by the provisions of this Escrow Agreement, and the Escrow Agent shall not be liable except for the performance of its duties and obligations as specifically set forth herein and to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by such Escrow Agent other than those specified herein.

The Escrow Agent may consult with counsel of its choice and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel, and the Issuer shall pay the reasonable fees and disbursements of such counsel.

Nothing contained herein shall require the Escrow Agent to advance its own funds to carry out its obligations hereunder and the Escrow Agent shall not in any manner be responsible for the sufficiency of the Defeasance Securities and cash in the Escrow Account to retire the Defeased Bonds as directed by the Issuer. If there are any difficulties in payment of the Defeased Bonds, the Escrow Agent shall notify the Issuer in writing.

Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

## ARTICLE IX AMENDMENTS TO ESCROW AGREEMENT

The Escrow Agent and the Issuer recognize that the owners of the Defeased Bonds have a beneficial interest in the money and the Defeasance Securities to be held in the Escrow Account in trust by the Escrow Agent pursuant to this Escrow Agreement. Therefore, except as provided in Section 4.1 hereof, this Escrow Agreement shall be subject to revocation or amendment only for the purposes of clarifying an ambiguity in the duties and obligations set forth hereunder, or altering the reporting or other ministerial obligations of the Escrow Agent to the Issuer, *provided* that no such amendment shall permit the Escrow Agent to invest in or deposit in the Escrow Account any obligations other than noncallable direct obligations of the United States of America, and each such amendment shall be accompanied by:

(i) A supplemental verification addressed to the Issuer and the Escrow Agent from an independent firm of certified public accountants, which shall be satisfactory to nationally recognized bond counsel, that the money and Defeasance Securities on deposit after the

amendment will be sufficient, without any further investment, to effect the defeasance of the Defeased Bonds;

(ii) An unqualified written legal opinion addressed to the Issuer and the Escrow Agent from nationally recognized bond counsel that such amendment will not cause the interest on the Defeased Bonds to become includible in gross income for federal and state income tax purposes; and

(iii) A certificate signed by the President or Vice President for Finance and Administration of the Issuer confirming that the Issuer has provided the notice of the amendment to the respective rating agencies that rated the Defeased Bonds.

No amendment shall be effective unless the same shall be in writing and signed by the parties hereto.

## **ARTICLE X SUCCESSOR ESCROW AGENT**

The obligations assumed by the Escrow Agent pursuant to this Escrow Agreement may be transferred by the Escrow Agent to a successor if (a) the Escrow Agent has presented evidence satisfactory to the Issuer and its bond counsel that the successor meets the requirements of Idaho Code Section 57-504, as now in effect or hereafter amended; (b) the successor has assumed all the obligations of the Escrow Agent under this Escrow Agreement; and (c) all the Defeasance Securities and money then held by the Escrow Agent pursuant to this Escrow Agreement have been duly transferred to such successor.

## **ARTICLE XI INDEMNITY**

The Issuer shall indemnify, defend and hold harmless the Escrow Agent and its officers, directors, employees and agents, from and against and reimburse the Escrow Agent for any and all claims, obligations, liabilities, losses, damages, actions, suits, judgments, reasonable costs and expenses (including reasonable attorneys' and agents' fees and expenses), demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, except to the extent caused by the Escrow Agent's negligence or willful misconduct. The provisions of the foregoing sentence shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

## **ARTICLE XII MISCELLANEOUS**

In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, but

this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. If any portion of this Escrow Agreement is amended, severed or revoked, the Issuer agrees to notify and provide draft copies of any amendatory documents to any rating agency with a current rating on the 2014 Bonds and the 2018A Bonds prior to such action.

Execution of this Escrow Agreement by the Escrow Agent shall constitute written acknowledgment by the Escrow Agent of its receipt from the Issuer of the amounts specified herein.

This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same escrow agreement.

This Escrow Agreement shall be governed by the laws of the State of Idaho.

*(The following page is the execution page)*



Dated as of the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF  
IDAHO

By: \_\_\_\_\_  
Vice President for Finance and  
Administration and Bursar

WELLS FARGO BANK, N.A.

By: \_\_\_\_\_  
Vice President

## ATTACHMENT 1

## OUTSTANDING 2014 BONDS

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE
4/1/2021	\$ 960,000	5.00%
4/1/2022	1,010,000	5.00
4/1/2023	1,060,000	5.00
4/1/2024	1,115,000	5.00
4/1/2025	1,160,000	5.00
4/1/2026	1,225,000	5.00
4/1/2027	1,290,000	5.00
4/1/2028	1,355,000	5.00
4/1/2029	1,420,000	5.00
4/1/2030	1,495,000	5.00
4/1/2031	1,565,000	5.00
4/1/2032	1,645,000	5.00
4/1/2033	1,730,000	5.00

**ATTACHMENT 2  
OUTSTANDING 2018A BONDS**

MATURITY DATE (APRIL 1)	PRINCIPAL AMOUNT	INTEREST RATE
4/1/2021*	\$ 390,000	5.00%
4/1/2022*	410,000	5.00
4/1/2023*	1,070,000	5.00
4/1/2024	1,125,000	5.00
4/1/2025	1,180,000	5.00
4/1/2026	1,235,000	5.00
4/1/2027	1,300,000	5.00
4/1/2028	1,365,000	5.00
4/1/2029	1,435,000	5.00
4/1/2030	1,505,000	5.00
4/1/2031	1,580,000	5.00
4/1/2032	1,660,000	5.00
4/1/2033	1,655,000	5.00
4/1/2034	1,735,000	5.00
4/1/2035	1,820,000	5.00
4/1/2036	1,915,000	5.00
4/1/2037	2,010,000	5.00
4/1/2038	2,105,000	5.00
4/1/2039	2,210,000	4.00
4/1/2040	2,305,000	4.00
4/1/2041	2,395,000	4.00
4/1/2045**	4,540,000	5.00
4/1/2050**	7,070,000	5.00

\* Maturities not insured by Build America Mutual Assurance Company

\*\* Term bond, final maturity

## ATTACHMENT 3

## DEFEASANCE OF CERTAIN PORTIONS/MATURITIES OF 2014 BONDS

Maturity <u>Date</u>	Original <u>Principal</u>	Original CUSIP <u>914318</u>	Defeased <u>Principal</u>	Defeased CUSIP <u>914318</u>	Non- Defeased <u>Principal</u>	Non- Defeased CUSIP <u>914318</u>
	\$		\$		\$	

## ATTACHMENT 4

## DEFEASANCE OF CERTAIN PORTIONS/MATURITIES OF 2018A BONDS

Maturity <u>Date</u>	Original <u>Principal</u>	Original CUSIP <u>914318</u>	Defeased <u>Principal</u>	Defeased CUSIP <u>914318</u>	Non- Defeased <u>Principal</u>	Non- Defeased CUSIP <u>914318</u>
	\$		\$		\$	

**ATTACHMENT 5**

**DEFEASANCE SECURITIES FOR 2014 DEFEASED BONDS**

**ATTACHMENT 6**

**DEFEASANCE SECURITIES FOR 2018A DEFEASED BONDS**



**ATTACHMENT 7**  
**VERIFICATION REPORT**

## ATTACHMENT 8

NOTICE OF DEFEASANCE OF 2014 BONDSTHE REGENTS OF THE UNIVERSITY OF IDAHO  
GENERAL REVENUE BONDS, SERIES 2014

Dated June 25, 2014

NOTICE IS HEREBY GIVEN to the holders of the following General Revenue Bonds, Series 2014 (the "2014 Defeased Bonds"), of The Regents of the University of Idaho (the "Issuer"),

<u>Maturity Date</u>	<u>Original Principal</u>	<u>Original CUSIP 914318</u>	<u>Defeased Principal</u>	<u>Defeased CUSIP 914318</u>	<u>Non- Defeased Principal</u>	<u>Non- Defeased CUSIP 914318</u>
	\$		\$		\$	

That money and direct obligations of the United States of America, the principal of and the interest on which when due will be sufficient to pay when due the debt service on the 2014 Defeased Bonds, or upon call for redemption, as applicable, have been deposited in escrow with Wells Fargo Bank, N.A., as Escrow Agent, pursuant to an Escrow Agreement between the Issuer and Escrow Agent dated \_\_\_\_\_, \_\_, 2020.

In accordance with the terms of the Resolution of the Issuer pursuant to which the 2014 Defeased Bonds were issued, the defeased portions of the 2014 Defeased Bonds and the interest accrued thereon are deemed to have been paid.

Moneys will be available from the money and from the principal of and interest on such direct obligations of the United States of America held by the Escrow Agent, the undersigned Paying Agent, to pay debt service on the 2014 Defeased Bonds as the same becomes due, or upon call for redemption, as applicable, at the price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, in accordance with their terms and the terms of the Bond Resolution of the Issuer pursuant to which the 2014 Defeased Bonds have been issued.

Dated \_\_\_\_\_, 2020.

**WELLS FARGO BANK, N.A., Paying Agent**

By \_\_\_\_\_  
Its \_\_\_\_\_

NOTICE OF DEFEASANCE OF 2018A BONDS  
THE REGENTS OF THE UNIVERSITY OF IDAHO  
GENERAL REVENUE REFUNDING BONDS, SERIES 2018A  
Dated January 23, 2018

NOTICE IS HEREBY GIVEN to the holders of the following General Revenue Refunding Bonds, Series 2018A (the "2018A Defeased Bonds"), of The Regents of the University of Idaho (the "Issuer"),

Maturity <u>Date</u>	Original <u>Principal</u>	Original CUSIP <u>914318</u>	Defeased <u>Principal</u>	Defeased CUSIP <u>914318</u>	Non- Defeased <u>Principal</u>	Non- Defeased CUSIP <u>914318</u>
	\$		\$		\$	

That money and direct obligations of the United States of America, the principal of and the interest on which when due will be sufficient to pay when due the debt service on the 2018A Defeased Bonds, or upon call for redemption, as applicable, have been deposited in escrow with Wells Fargo Bank, N.A., as Escrow Agent, pursuant to an Escrow Agreement between the Issuer and Escrow Agent dated \_\_\_\_\_, \_\_, 2020.

In accordance with the terms of the Resolution of the Issuer pursuant to which the 2018A Defeased Bonds were issued, the defeased portions of the 2018A Defeased Bonds and the interest accrued thereon are deemed to have been paid.

Moneys will be available from the money and from the principal of and interest on such direct obligations of the United States of America held by the Escrow Agent, the undersigned Paying Agent, to pay debt service on the 2018A Defeased Bonds as the same becomes due, or upon call for redemption, as applicable, at the price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, in accordance with their terms and the terms of the Bond Resolution of the Issuer pursuant to which the 2018A Defeased Bonds have been issued.

Dated \_\_\_\_\_, 2020.

**WELLS FARGO BANK, N.A., Paying Agent**

By \_\_\_\_\_  
Its \_\_\_\_\_

## ATTACHMENT 9

NOTICE OF REDEMPTION

THE REGENTS OF THE UNIVERSITY OF IDHAO  
 GENERAL REVENUE BONDS, SERIES 2014  
 Dated June 25, 2014

Notice is hereby given that The Regents of the University of Idaho, has called and does hereby call for redemption on April 1, 2022, the General Revenue Bonds, Series 2014, dated as of June 25, 2014, maturing on the dates and in the principal amounts set out below, at the principal corporate trust office of Wells Fargo Bank, N.A., Denver, Colorado, at the Redemption Price equal to 100% of the principal amount of each bond so redeemed, plus accrued interest to the date fixed for redemption.

The principal amount, rate and CUSIP number to be so redeemed are as follows:

Maturity Date	Original Principal	Original CUSIP 914318	Defeased Principal	Defeased CUSIP 914318	Non- Defeased Principal	Non- Defeased CUSIP 914318
	\$		\$		\$	

Notice is further given that, provided funds necessary to pay the redemption price plus accrued interest for the bonds are on deposit and available at the place of payment on the redemption date, interest on such bonds shall cease to accrue from and after such redemption date, and that on said date there will become due and payable on each of said bonds the principal of and interest accrued thereon to the redemption date.

\*No representation is made as to the correctness of the CUSIP numbers indicated in the Notice of Redemption or any bond.

Given by order of the Board of Trustees of The Regents of the University of Idaho, this \_\_\_\_ day of \_\_\_\_\_, 2022.

**WELLS FARGO BANK, N.A.,** Paying Agent

By \_\_\_\_\_  
 Its \_\_\_\_\_

NOTICE OF REDEMPTION

THE REGENTS OF THE UNIVERSITY OF IDHAO  
 GENERAL REVENUE REFUNDING BONDS, SERIES 2018A  
 Dated January 23, 2018

Notice is hereby given that The Regents of the University of Idaho, has called and does hereby call for redemption on April 1, 2028, the General Revenue Refunding Bonds, Series 2018A, dated as of January 23, 2018, maturing on the dates and in the principal amounts set out below, at the principal corporate trust office of Wells Fargo Bank, N.A., Denver, Colorado, at the Redemption Price equal to 100% of the principal amount of each bond so redeemed, plus accrued interest to the date fixed for redemption.

The principal amount, rate and CUSIP number to be so redeemed are as follows:

<u>Maturity Date</u>	<u>Original Principal</u>	<u>Original CUSIP 914318</u>	<u>Defeased Principal</u>	<u>Defeased CUSIP 914318</u>	<u>Non- Defeased Principal</u>	<u>Non- Defeased CUSIP 914318</u>
	\$		\$		\$	

Notice is further given that, provided funds necessary to pay the redemption price plus accrued interest for the bonds are on deposit and available at the place of payment on the redemption date, interest on such bonds shall cease to accrue from and after such redemption date, and that on said date there will become due and payable on each of said bonds the principal of and interest accrued thereon to the redemption date.

\*No representation is made as to the correctness of the CUSIP numbers indicated in the Notice of Redemption or any bond.

Given by order of the Board of Trustees of The Regents of the University of Idaho, this \_\_\_\_ day of \_\_\_\_\_, 2028.

**WELLS FARGO BANK, N.A.,** Paying Agent

By \_\_\_\_\_  
 Its \_\_\_\_\_

THE REGENTS OF THE UNIVERSITY OF IDAHO

A RESOLUTION OF THE REGENTS OF THE UNIVERSITY OF IDAHO AUTHORIZING THAT CERTAIN LONG-TERM LEASE AND CONCESSION AGREEMENT FOR THE UNIVERSITY OF IDAHO UTILITY SYSTEM, INCLUDING AUTHORIZATION OF THE LEASE AND CONCESSION THEREUNDER, PERFORMANCE OF ALL OBLIGATIONS THEREUNDER AND EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, The Regents of University of Idaho (the “University”) is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho;

WHEREAS, the University desires to further its energy efficiency and sustainability goals, provide a mechanism for capital improvements as needed, permit the more efficient operation of its utility system, provide for curricular enhancements, and advance the overall educational purposes of the University,

WHEREAS, the University believes the Concession Agreement (as defined below), which imposes certain sustainability obligations on the Concessionaire (as defined below) will enable the University to improve its utility infrastructure for the benefit of the University while simultaneously generating a substantial up-front payment by the Concessionaire for the University to deploy toward the University’s goals of research, enrollment growth and public awareness of the University's roles and missions;

WHEREAS, the University intends to place the up-front payment, less the costs of the transaction, including defeasance of certain of the University bonds, into an endowment that will be dedicated to the University’s goals described above;

WHEREAS, the University intends to create a three-member board that will provide oversight for the newly created fund;

WHEREAS, (a) a bidding process with respect to the Concession Agreement was established pursuant to a University of Idaho P3 Utility System Transaction Request for Proposal Submission dated June 26, 2020 (as amended, modified or restated, the “RFP”) and conducted by the University (such process, the “Bidding Process”) and (b) three bids from such Bidding Process were received for consideration;

WHEREAS, Sacyr Plenary Utility Partners Idaho, a Delaware Limited Liability Company (the “Concessionaire”), which is ultimately owned by Plenary Americas US Holdings Inc. and Sacyr Infrastructure USA LLC submitted a bid in response to the RFP with an upfront payment amount of \$225,000,000 in accordance with the terms thereof, in a form satisfactory to the University;

RESOLUTION – AUTHORIZATION OF THE LONG-TERM LEASE AND CONCESSION AGREEMENT FOR THE UNIVERSITY OF IDAHO UTILITY SYSTEM: Page - 1

NAI-1514368126v4

WHEREAS, it is proposed that the University enter into a Long-Term Lease and Concession Agreement for the University of Idaho Utility System (the "Concession Agreement") with the Concessionaire, in substantial conformance to the form of agreement attached hereto as Exhibit A and incorporated herein; and

WHEREAS, in connection with the defeasance of certain University bonds, the University will enter into a certain escrow agreement (the "Escrow Agreement") with Wells Fargo Bank, N.A., as trustee of the University's bonds, in substantial conformance to the form of Escrow Agreement attached hereto as Exhibit B and incorporated herein.

NOW, THEREFORE,

BE IT RESOLVED BY THE REGENTS OF THE UNIVERSITY OF IDAHO, that it is in the best interests of the University to enter into the Concession Agreement with the Concessionaire and the Related Documents (as defined below), to perform each of its obligations arising under, or in connection with, the Concession Agreement and the Related Documents, including, but not limited to, the University's obligation to make the payment of the Utility Fee (as defined in the Concession Agreement) on a monthly basis (collectively, the "Transaction Obligations"), and to otherwise consummate the transactions contemplated thereby (the "Transaction"): and

BE IT FURTHER RESOLVED, that the University is authorized (1) to enter into the Concession Agreement with the Concessionaire and into any other documents and agreements that the President and the Vice President for Finance and Administration ("University Authorized Officers") or either of them, deem necessary, advisable or appropriate in connection with the Concession Agreement (including, without limitation, the Memorandum of Lease (as defined in the Concession Agreement)), and one or more consent agreements and estoppel certificates contemplated by the Concession Agreement for the benefit of the Leasehold Mortgagee (as defined in the Concession Agreement)) (collectively, the "Related Documents") as shall be acceptable to the University's General Counsel, such University Authorized Officer's execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, (2) to enter into the Escrow Agreement together with such changes thereto as the University Authorized Officers or either of them, deem necessary, advisable or appropriate, including the determination of the maturities and amounts of the University bonds to be defeased, such University Authorized Officer's execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, and (3) to take such actions as any University Authorized Officer deems necessary, advisable or appropriate to perform the University's Transaction Obligations and to otherwise consummate the Transaction, such actions not to be materially inconsistent with the terms of the Concession Agreement such University Authorized Officer's taking of such action to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof; and

BE IT FURTHER RESOLVED, that the University Authorized Officers are hereby authorized and directed, upon consultation with the University's General Counsel, any outside counsel or advisors retained for this purpose and such other members of the senior leadership of the University that any University Authorized Officer deems necessary, advisable or appropriate, subject to the terms, limitations and conditions prescribed in this resolution, (1) to negotiate,

RESOLUTION – AUTHORIZATION OF THE LONG-TERM LEASE AND  
CONCESSION AGREEMENT FOR THE UNIVERSITY OF IDAHO UTILITY SYSTEM: Page - 2

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execute, acknowledge and deliver the Concession Agreement and any Related Document on such terms as any University Authorized Officer deems necessary, advisable or appropriate, such terms not to be materially inconsistent with the Concession Agreement, with such University Authorized Officer's execution thereof to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof, and (2) to take such actions as any University Authorized Officer deems necessary, advisable or appropriate to perform the University's Transaction Obligations and to otherwise consummate the Transaction, such action not to be materially inconsistent with the terms of the Concession Agreement, with such University Authorized Officer's taking of such action to be conclusive evidence of such approval and determination of the necessity, advisability or appropriateness thereof; and

BE IT FURTHER RESOLVED, that the Vice President for Finance and Administration is hereby authorized to serve as the Senior Official (as defined in the Concession Agreement); and

BE IT FURTHER RESOLVED, that the limitations of Policy Section V.R.3.a.vi are hereby waived so as to allow the University to continue to provide certain benefits for those University employees (the "Legacy Employees") who transfer employment from the University to the Concessionaire, or the Operator (as defined in the Concession Agreement) pursuant to the Concession Agreement, for so long as each Legacy Employee remains in the employ of the Concessionaire or Operator; such benefits are comprised of a) EMPLOYEE EDUCATIONAL ASSISTANCE, b) EMPLOYEE SPOUSE EDUCATIONAL FEE AND TUITION REDUCTION, c) DEPENDENT EDUCATIONAL TUITION AND FEE REDUCTION, and miscellaneous employee benefits for athletic tickets, and use of recreation facilities; such waiver shall not apply to any other employees of the Concessionaire or of any other operator of the Utility System, including former University employees who may take employment with the Concessionaire or Operator.

BE IT FURTHER RESOLVED, that this Resolution shall take effect and be in force immediately upon its adoption.

Adopted: November 2, 2020]

THE REGENTS OF THE UNIVERSITY OF  
IDAHO

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President

ATTEST:

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Secretary

**EXHIBIT A  
CONCESSION AGREEMENT**

**Executive Summary - Kent E. Nelson**

The University of Idaho approval of a P3 partnership that is formed through a 50 year Lease and Concession Agreement. The University will lease its Utility System to a Concessionaire and the University agrees to use the Concessionaire for its utility needs during the 50 year term. The U of I will also use the Concessionaire for conducting and financing all repairs, maintenance and construction upgrades to the system. The Concessionaire pays for the lease and the concession rights through a single initial payment. The University pays an annual Utility Fee to the Concessionaire based three components: a fixed amount agreed on at the outset, an operating cost amount based initially on historic University costs for operating the system (which cannot increase more than 2% over the previous year's costs) and an amount for repayment of capital expenditures made by the Concessionaire for capital repairs, maintenance and construction upgrades to the system.

The winning proposal from Sacyr / Plenary calls for an initial payment of \$225,000,000 to the University. This will be used to pay transaction costs, and defease University bonds as required by law, leaving a balance of \$188,350,000 to be deposited in a strategic investment fund. U of I plans to apply \$6M per year from this fund towards three key initiatives: 1) student success through scholarships and distance learning; 2) research success through graduate student scholarships and stipends; and 3) recruitment success through improved marketing and communications efforts. The investment fund will also contain a reserve amount beginning at \$34,400,000 to be used to defray Utility Fee payments at the outset of the partnership and then be held for use if needed for capital repairs, maintenance and construction upgrades to the system.

For tax and accounting purposes, the investment fund will be held in a 501c3 public charity, created for this purpose, which will arrange to invest the funds and make distributions as described above. The charity will have a 3 person board appointed by the University and will contract with the University of Idaho Foundation for investment of the fund principal, in a fashion similar to what was done with the \$10M payment received from the Idaho Central Credit Union for the ICCU Arena. Using the public charity model ensures that the Concession funds remain a part of the U of I's financial statements and gives the U of I favorable tax treatment for the investment earnings.

The Sacyr / Plenary Team is composed of Plenary Americas USA Ltd. ("Plenary"), Sacyr Infrastructure USA LLC ("Sacyr"), and McKinstry Essention, LLC ("McKinstry"). Plenary presents a portfolio of 52 major P3 projects around the world worth over \$14 billion. Sacyr presents a portfolio including 70 successfully completed projects and a current inventory of 45 projects and a total investment of \$14 billion. McKinstry is a US based company that represents a 60 year history of work with higher education institutions (including a \$40M ESCO project for the U of I from 2008 through 2011) McKinstry will be responsible

for operation of the U of I Utility System through an operating entity established solely for operating the U of I system.

This P3 partnership is modelled after similar successful partnerships at The Ohio State University and Iowa State University, both of which generated up-front payments in excess of \$1 billion.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**NOVEMBER 2, 2020**

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**IDAHO PUBLIC TELEVISION**

**SUBJECT**

Corporation for public broadcasting funding agreement

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section IV.C.  
Idaho State Board of Education Governing Policies & Procedures, Section V.E.

**BACKGROUND/DISCUSSION**

Idaho Public Television (IPTV) continues to have a strong relationship with the Corporation for Public Broadcasting (CPB), and is eligible to receive funding from CPB for these four specified grants:

- FY 2021 Television Community Service Grant (CSG);
- Television Interconnection Grant (IC);
- Television Distance Service Grant (DSG);
- Television Universal Service Support Grant.

Board Policy V.E. requires that private support for institutions to be made through the institution's Board approved affiliated foundation. The Friends of Idaho Public Television, Inc., a non-profit 501(c)(3) organized in Idaho, is the affiliated foundation for IPTV, established pursuant to Board Policy V.E. The annual Alternate Payee Agreement allows the Friends of Idaho Public Television, Inc. to receive funds from CPB for the benefit of IPTV. CPB requires that the Alternate Payee Agreement include a representation from IPTV that "a resolution, motion or similar action has been adopted, passed, or taken by Grantee's governing body authorizing it to enter into this agreement."

The Board has not provided such authorization in recent years. This request is for the Board to authorize the Executive Director to enter into such agreement with CPB on behalf of IPTV going forward.

**IMPACT**

Approval of the agreement provides grant funding to IPTV through its affiliated foundation, Friends of Idaho Public Television, Inc. Failure to approve could result in reduced revenue to IPTV and reduced services to its viewers. The agreement allows Friends of Idaho Public Television, Inc. to receive and distribute funds on behalf of IPTV. Authorizing the Executive Director to approve similar annual agreements in the future will create efficiencies in response times.

**ATTACHMENTS**

Attachment 1 – Alternate Payee Agreement

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
NOVEMBER 2, 2020**

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**STAFF COMMENTS AND RECOMMENDATIONS**

The Alternate Payee Agreement is an annual agreement between IPTV, the Board of Education in its role as the governing body of IPTV, IPTV's affiliated foundation, Friends of Idaho Public Television, Inc., and CPB and provides funding for essential operations for IPTV through the Friends of Idaho Public Television, Inc. The Board's approval of the authorization allowing the Executive Director to execute the agreement would expedite the process on an annual basis. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho Public Television to enter into the alternate payee agreement attached as Exhibit 1 and authorize the Executive Director of the State Board of Education to execute future similar agreements between Idaho Public Television and the Corporation for Public Broadcasting, if required by the Corporation for Public Broadcasting, in conformance with all applicable statutes and policies.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



Corporation  
for Public  
Broadcasting

**Alternate Payee Agreement**  
Fiscal Year 2021

By this Alternate Payee Agreement (Agreement), entered into and effective this **October 27, 2020**, by the **Corporation for Public Broadcasting (CPB)**, **Idaho Public Television (Grantee)**, **Idaho State Board of Education, Board of Regents (Licensee)**, and **Friends of Idaho Public Television, Inc. (Alternate Payee)**, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Licensee. Grantee owns a network of full-power, noncommercial educational television stations under the call letters: **KUID-DT, KCDT-DT, KIPT-DT, KISU-DT, and KAID-DT** in Idaho which are licensed to Grantee by the Federal Communications Commission.
2. Eligibility. Grantee is eligible to receive funding from CPB for one or more of the following CPB funded programs for fiscal year 2021 which begins October 1, 2020 (collectively "CPB Programs").
  - A. FY 2021 Television Community Service Grant (CSG);
  - B. Television Interconnection Grant (IC);
  - C. Television Distance Service Grant (DSG);
  - D. Television Universal Service Support Grant (USSG);
3. Alternate Payee. Grantee and Alternate Payee request that CPB tender any amounts which Grantee is entitled to receive from CPB for any CPB Program to Alternate Payee instead of Grantee.
4. Grantee's Representations and Warranties. Grantee does hereby represent and warrant the following:
  - A. That Grantee is governed by the Idaho State Board of Education, Board of Regents.
  - B. That a resolution, motion, or similar action has been adopted, passed, or taken by Grantee's governing body authorizing it to enter into this Agreement.
  - C. That Grantee entered into an agreement with Alternate Payee which provides that Alternate Payee will receive, hold, and administer all CPB Program funds due Grantee.
  - D. That Grantee has reviewed and understands the terms in each agreement governing the CPB Programs and agrees to be bound by and comply with the same. Further, that Grantee is and will remain compliant with the Communications Act (47 U.S.C. 396, et seq.), the 2021 Television Community Service Grants General Provisions and Eligibility Criteria and the Television Community Service Grant Agreement and Certification of Eligibility for 2021.
5. Alternate Payee's Representations and Warranties. Alternate Payee does hereby represent and warrant as follows:
  - A. That Alternate Payee is a non-profit 501(c)3, tax-exempt Idaho organization organized under the laws of the state of Idaho that validly exists, in good standing, and has full authority to perform the obligations described herein.
  - B. That a resolution, motion, or similar action has been adopted, passed, or taken by Alternate Payee's governing body authorizing it to enter into this Agreement.



- C. That Alternate Payee is governed by the Board of Directors of the Friends of Idaho Public Television, Inc.
  - D. That Alternate Payee entered into an agreement with Grantee which provides that Alternate Payee will receive, hold, and administer all CPB Program funds due Grantee.
  - E. That Alternate Payee shall disburse all CPB Program funds it receives on Grantee's behalf, in accordance with the terms of the agreements governing those Programs, and solely for the benefit of Grantee.
6. **Governing Law.** Unless otherwise prohibited by law, this Agreement shall be construed in accordance with the laws of the District of Columbia. Notwithstanding the jurisdiction of any other court, Grantee and Alternate Payee expressly submit and consent in advance to the jurisdiction of the Superior Court of the District of Columbia and the U.S. District Court for the District of Columbia for all claims or disputes pertaining directly or indirectly to this Agreement. Grantee and Alternate Payee further agree that in any action or proceeding commenced in any court in the District of Columbia, Grantee and Alternate Payee shall be deemed to have been duly served with process of such court when process is delivered to Grantee personally or by certified or registered mail (return receipt requested) within or outside the District of Columbia.
7. **Entire Agreement.** This represents the entire agreement of the parties and supersedes any prior agreements, oral or written.
8. **Amendments.** Any amendment to this Agreement must be in writing and signed by each party.

In witness whereof, the parties have executed this Agreement through their duly authorized representatives, effective as of the date set forth above.

**Corporation for Public Broadcasting**

\_\_\_\_\_  
Katherine E. Arno  
Vice President, CSG & Station Initiatives

\_\_\_\_\_, 2020  
Date

**Idaho Public Television**

\_\_\_\_\_  
Ron Pisaneschi, General Manager

\_\_\_\_\_, 2020  
Date

**Idaho State Board of Education**

\_\_\_\_\_  
Matt Freeman, Executive Director

\_\_\_\_\_, 2020  
Date

**Friends of Idaho Public Television, Inc.**

\_\_\_\_\_  
Doug Balfour, President

\_\_\_\_\_, 2020  
Date

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**NOVEMBER 2, 2020**

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**SUBJECT**

Coronavirus Relief Fund – Grant Program

**REFERENCE**

March – April 2020	The Board has received weekly updates on the federal response to the coronavirus (COVID-19) pandemic and the availability of funding through the CARES Act.
April 27, 2020	The Board received an update on the allowable uses and amount of funds available to Idaho through the Elementary and Secondary School Emergency Relief Fund and Governor's Emergency Education Relief Fund.
May 4, 2020	The Board directed staff to move forward with data analysis for the discussed proposals and to identify sources of funds for those proposals.
June 10, 2020	The Board approved the use of the ESSER 10% SEA reserve funds for grants to local education agencies and for funding for professional development to provide social emotional and behavioral health supports remotely; to request from the Coronavirus Financial Advisory Committee funding for grants to local education agencies and creation of a public postsecondary digital campus totaling \$34 million; and to forward an additional recommendation to the Governor for GEER funding use as identified in Handout 1.
July 15, 2020	The Board approved the methodology and distribution of CFAC funding for blended learning grants in response to the Coronavirus pandemic.

**BACKGROUND/DISCUSSION**

In addition to the education-specific emergency relief funds provided through the CARES Act, Idaho also received approximately \$1.25 billion in additional Coronavirus Relief funds for use by the state in responding to the pandemic. These funds are being overseen by the Coronavirus Financial Advisory Committee (CFAC). Board member Keough has served on the committee as the Board's representative. At the June 10 special Board meeting, the Board approved forwarding a request of \$30,000,000 to the Coronavirus Financial Advisory Committee (CFAC). This request was recommended for approval by CFAC on June 26, 2020 and approved by the Governor. These funds must be expended by December 30, 2020. At the July 15, 2020, special Board meeting the Board adopted the recommendations of the Digital Divide Task Force. A key recommendation was that the \$30M in CFAC funds would be distributed as grants to local education agencies (LEAs) to support the implementation of their blended learning strategies; provided however, that \$5.08M be set aside to support LEAs that can demonstrate an extraordinary need as part of their grant request. As of

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**NOVEMBER 2, 2020**

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September 28, 2020, \$23,060,586 of the \$25,000,000 has been granted to LEAs to provide or enhance access to blended learning. The \$5,080,000 set aside is unexpended.

A recent survey of LEAs conducted by the Digital Divide Task Force identified continued needs for devices for students. After review of options that exist and consideration of supply chain concerns in order to comply with the December 30, 2020 deadline for spending CFAC funds, the Office of the State Board of Education determined that it is possible to obtain Chromebooks for LEAs through a State Division of Purchasing statewide contract if an agreement could be entered quickly. This would leverage the purchasing power of the state and accelerate delivery of devices to LEAs by December 30th.

**IMPACT**

Board action would provide LEAs with access to additional Chromebook devices, which would provide approximately 83% of the Chromebooks listed as still needed in Task Forces' survey.

**STAFF COMMENTS AND RECOMMENDATIONS**

At the June 10, 2020 special Board meeting the Board approved requesting \$30 million from Idaho's CARES Act funds through CFAC for the purpose of awarding grants to LEAs for devices for students, connectivity for student's infrastructure improvements, including staff devices and connectivity, adaptive technology, learning management systems, and professional development for remote instruction or the use of a learning management system. The Governor approved the funding request. This proposal would allow the balance of funds to be invested in Chromebook computers that could be utilized in local school districts. Staff recommends approval.

**BOARD ACTION**

I move to approve the expenditure of up to \$5,080,000 from the \$30 million CFAC allocation for the purchase of devices for use by students at school districts and charter schools, and to authorize Board staff to execute all necessary contracts for the purchase in accordance with all applicable State of Idaho statutes and Department of the Treasury guidance.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

District/Charter Name	District/Charter Number	Do you need additional computer devices for the 2020-2021 school year (that have not already been ordered)?	If yes, what type of computer devices do you need? Use other if you have specific device hardware requirements.	If yes, how many of each type of computer devices do you need?	Are you willing/able to cancel the order if it improved your estimated delivery date?	Do you need additional web cameras for the 2020-2021 school year (that have not already been ordered)?
Boise	1	No				No
Joint District No. 2 (West Ada)	2	Yes	Touch Screen Windows Laptops, iPads	Laptops: 3500, iPads 2600	No	No
Kuna School District	3	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks	250 non touch chromebooks and 250 touch screen chromebooks	Yes	Yes
Meadows Valley	11	No	Non-touch Windows Laptops, Teacher Devices - have been backordered - need 14 ea. HP ProBook 440 G7 14" Notebook - Full HD - 1920 x 1080 - Intel Core i7 (10th Gen) i7- 10510U Quad-core (4 Core) 1.80 GHz - 8 GB RAM - 256 GB SSD - Windows 10 Pro - Intel UHD Graphics - In-plane Switching (IPS)			No
Council School District	13	No				No
Pocatello/Chubbuck	25	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks	3000	Yes	Yes
St. Maries High School	41	Yes	Non-touch Screen Chromebooks	50	No	No
Plummer/Worley SD	44	No				
Snake River School District	52	Yes	Non-touch Windows Laptops	100	Yes	Yes
Snake River School District	52	Yes	Touch Screen Windows Laptops, iPads	Lap tops-32 with webcams 8 Ipads		No
Aberdeen School District	58	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks	65 Non-Touch Screen Chromebooks and 180 Touch Screen Chromebooks	Yes	No
Aberdeen School District	58	Yes	Touch Screen Chromebooks, iPads	50		No
Firth School District	59	No				No
Shelley School District	60	No	Non-touch Screen Chromebooks, Touch Screen Chromebooks	420	Yes	No
Blaine County School District	61	Yes	Non-touch Screen Chromebooks	800	Yes	No
Garden Valley	71	No				No
Basin School District 72	72	Yes	Non-touch Screen Chromebooks	30	Yes	Yes
Basin	72	No			Yes	No
Horseshoe Bend School District	73	No			No	No
West Bonner	83	Yes	Non-touch Windows Laptops	100	No	No
Lake Pend Oreille School District	84	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks, Non-touch Windows Laptops	300 touch-screen CB, 300 non-touch CB, 25 windows laptops.	Yes	Yes
Idaho Falls	91	No				No

District/Charter Name	District/Charter Number	Do you need additional computer devices for the 2020-2021 school year (that have not already been ordered)?	If yes, what type of computer devices do you need? Use other if you have specific device hardware requirements.	If yes, how many of each type of computer devices do you need?	Are you willing/able to cancel the order if it improved your estimated delivery date?	Do you need additional web cameras for the 2020-2021 school year (that have not already been ordered)?
Swan Valley School District	92	No				Yes
Bonneville School District	93	No			No	No
Boundary County School District	101	No			Yes	Yes
Butte County School District	111	No		0	No	No
Nampa School District	131	No			Yes	No
Caldwell School District	132	No			No	No
Wilder School District	133	Yes	MacBooks	50	Yes	Yes
Middleton School District	134	No				No
Meba Joint School District	136	Yes	Non-touch Windows Laptops	300		No
Parma School District	137	Yes	Non-touch Screen Chromebooks	30	Yes	No
Vallivue School District	139	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks	2000	No	No
Grace School District	148	Yes	Non-touch Screen Chromebooks, Non-touch Windows Laptops	75 CB, 30-40 Laptops	Yes	No
North Gem School District	149	No				
Clark County School District	161	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks, Non-touch Windows Laptops, Touch Screen Windows Laptops, iPads	150	Yes	Yes
Joint School District	171	No				Yes
Mountain Home School District #193	193	Yes	Non-touch Screen Chromebooks, Touch Screen Windows Laptops	1000+ Non-touch Chromebooks, 10 or so Windows Laptops	Yes	No
Preston	201	No			Yes	Yes
West Side	202	Yes	Non-touch Screen Chromebooks	120	Yes	Yes
West Side School District	202	Yes	Non-touch Screen Chromebooks	150	Yes	Yes
Fremont School District	215	No			No	Yes
Emmett Independent School District	221	No				No
Gooding Joint School District	231	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks, iPads	200 Chromebooks / iPads tbd	Yes	No
Hagerman School District	233	Yes	Touch Screen Chromebooks	100	Yes	No
Salmon River Joint School District	243	Yes	iPads	24	Yes	No
Mountain View School District	244	Yes	Non-touch Screen Chromebooks	500	Yes	No
Jefferson SD #251	251	Yes	Non-touch Windows Laptops, Touch Screen Windows Laptops	250	No	No
Ririe	252	Yes	Touch Screen Windows Laptops	42	Yes	No
West Jefferson School District	253	Yes	Touch Screen Chromebooks, Touch Screen Windows Laptops	30 Touch Screen Chromebooks and 40 of the Touch Screen Windows Laptops	Yes	Yes
Jerome	261	No				Yes
Coeur d'Alene	271	Yes	Non-touch Windows Laptops	50	Yes	Yes

District/Charter Name	District/Charter Number	Do you need additional computer devices for the 2020-2021 school year (that have not already been ordered)?	If yes, what type of computer devices do you need? Use other if you have specific device hardware requirements.	If yes, how many of each type of computer devices do you need?	Are you willing/able to cancel the order if it improved your estimated delivery date?	Do you need additional web cameras for the 2020-2021 school year (that have not already been ordered)?
Post Falls School District	273	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks	350 touch and approximately 1500 non touch	Yes	No
Moscow	281	Yes	Non-touch Screen Chromebooks, Non-touch Windows Laptops, docking stations, additional cameras/mics for videoconferencing	~1000 Chromebooks, 150 laptops with docking stations, 30 webcam/mics	Yes	Yes
Kendrick Joint School District	283	No			Yes	Yes
Whitepine Joint School District	288	No			No	No
South Lemhi	292	No				No
Nezperce	302	No				No
Kamiah School District	304	No	Already ordered....Touch Screen and non-touch Screen Chromebooks. Est. del 20 October	Ordered 370 Touch/Non-Touch (mix) Chromebooks	No	No
Highland Jt School District	305	No				No
Madison	321	Yes	Non-touch Screen Chromebooks, Non-touch Windows Laptops, iPads	500	Yes	Yes
Sugar Salem	322	Yes	Touch Screen Chromebooks	250 chromebook	Yes	No
Independent School District No. 1	340	No	Non-touch Screen Chromebooks	300	Yes	Yes
Culdesac Jt. School District	342	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks, Jigabots (13)	25 touchscreen chromebooks; 35 chromebooks; 13 jigabots	Yes	No
Marsing Joint School District	363	No			Yes	No
Pleasant Valley Elementary School District	364	No				No
Bruneau Grand View Joint School District	365	No			No	No
Fruitland School District	373	Yes	Non-touch Screen Chromebooks	35	Yes	No
Rockland School District	382	No			No	No
Mullan School District	392	Yes	Touch Screen Chromebooks	4	Yes	No
Teton School District	401	Yes	Non-touch Screen Chromebooks, Non-touch Windows Laptops	300 Chromebooks; 15 windows laptops	Yes	Yes
Twin Falls	411	Yes	Non-touch Screen Chromebooks	2600 Non-touch Screen Chromebooks	No	No
Buhl Joint School District	412	No				No
Filer School District	413	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks	touch: 125, non-touch: 650	Yes	Yes
Kimberly School District	414	Yes	Non-touch Screen Chromebooks, iPads	120 Ipdads; 140 chromebooks	Yes	No
Kimberly School District	414	No			No	Yes
Castleford School District	417	Yes	MacBooks for Teachers	5	No	No
Weiser	431	Yes	Non-touch Screen Chromebooks	475	Yes	No

District/Charter Name	District/Charter Number	Do you need additional computer devices for the 2020-2021 school year (that have not already been ordered)?	If yes, what type of computer devices do you need? Use other if you have specific device hardware requirements.	If yes, how many of each type of computer devices do you need?	Are you willing/able to cancel the order if it improved your estimated delivery date?	Do you need additional web cameras for the 2020-2021 school year (that have not already been ordered)?
Cambridge School District	432	Yes	Non-touch Windows Laptops	Windows Laptops 12	Yes	No
Midvale School District	433	Yes	Non-touch Screen Chromebooks, Non-touch Windows Laptops	60 Chromebooks / 15 Windows Laptops	Yes	Yes
Richard McKenna Charter Schools	453	Yes	Non-touch Screen Chromebooks, Non-touch Windows Laptops	20- windows and 150- chromebooks	Yes	No
Rolling Hills Public Charter School	454	No			Yes	No
Compass Public Charter School	455	Yes	Non-touch Screen Chromebooks, iPads	155 iPads, 276 Chromebooks	Yes	Yes
Falcon Ridge Public Charter School	456	Yes	Non-touch Screen Chromebooks, Non-touch Windows Laptops	20 of each	Yes	No
The Academy Charter	460	Yes	Non-touch Screen Chromebooks	400	Yes	No
Connor Academy	460	No			No	No
Xavier Charter School	462	Yes	Non-touch Screen Chromebooks	531	Yes	No
North Valley Academy	465	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks, Non-touch Windows Laptops, Touch Screen Windows Laptops	20	Yes	Yes
iSucceed Virtual High School	466	Yes	Non-touch Screen Chromebooks	200-400	Yes	No
Kootenai Bridge Academy	470	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks, Non-touch Windows Laptops, Touch Screen Windows Laptops, Any Chromebook/Laptop allowing student access.	Unknown. 50 at best guess.	No	No
Palouse Prairie Charter School	472	No				No
Dist No. 474/ Monticello Montessori Public Charter School	474	Yes	Non-touch Screen Chromebooks, iPads	170 Chromebooks and 50 ipads	Yes	No
Heritage Academy	479	No		NA	No	Yes
North Idaho STEM Charter Academy	480	Yes	Non-touch Screen Chromebooks	200	No	No
Heritage Community Charter	481	No				No
American Heritage Public Charter School	482	Yes	Non-touch Screen Chromebooks	58	Yes	Yes
Chief Tahgee Elementary Academy	483	Yes	Touch Screen Chromebooks	50	Yes	No
Sandpoint Charter School [DBA Forrest Bird Charter School]	486	No				No
Syringa Mountain School	488	Yes	Touch Screen Chromebooks	75	Yes	Yes
Coeur d'Alene Charter Academy	491	Yes	Touch Screen Chromebooks	150	Yes	Yes
Anser Charter School	492	Yes	Non-touch Screen Chromebooks	150 Chromebooks	Yes	No
North Star Charter School	493	Yes	Non-touch Screen Chromebooks, Non-touch Windows Laptops, iPads	500 chromebooks, 60 laptops, 200 iPads	No	No
North Star	493	Yes	Non-touch Screen Chromebooks, iPads	100 Chromebooks. 50 iPads	Yes	No
Pocatello Community Charter School	494	Yes	Non-touch Screen Chromebooks, Touch Screen Chromebooks	at least 20, maybe more	Yes	No



District/Charter Name	District/Charter Number	Do you need additional computer devices for the 2020-2021 school year (that have not already been ordered)?	If yes, what type of computer devices do you need? Use other if you have specific device hardware requirements.	If yes, how many of each type of computer devices do you need?	Are you willing/able to cancel the order if it improved your estimated delivery date?	Do you need additional web cameras for the 2020-2021 school year (that have not already been ordered)?
Alturas Intl academy	495	Yes	Non-touch Screen Chromebooks	25	Yes	No
Gem Prep: Pocatello	496	No				No
Gem Prep: Meridian	498	No				
Peace Valley Charter School	511	Yes	Touch Screen Chromebooks	40	Yes	No
Treasure Valley Classical Academy	532	No				
Gem Prep: Online	534	No				No
Idaho Educational Services for the Deaf and the Blind	596	Yes	Non-touch Windows Laptops	10	Yes	No
Meridian Technical Charter High School	768	No			No	No
Idaho Digital Learning Alliance	771	No				No
Payette River Regional Technical Academy	794	No			No	No
Gem Prep: Nampa	796	No				No
Bishop Kelly High School		No				
Another Choice Virtual Charter School		Yes	Touch Screen Chromebooks	100	Yes	No

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**  
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**SUBJECT**

Proposed Omnibus Fee Rule Docket 08-0000-2000F

**REFERENCE**

May 2019	Board approved temporary and proposed rules extending all rules codified June 30, 2019.
February 2020	Board approved temporary omnibus fee rule.
August 26, 2020	Board approved Proposed omnibus fee rule, Docket 08-0000-2000F.

**BACKGROUND/DISCUSSION**

During the 2020 Legislative Session, the omnibus fee rules were not adopted by the legislature. To mitigate the effect of all fee rules expiring and the negative impact this would have to state agencies' operations and services, the Division of Financial Management developed a process where each agency submitted one temporary rule, reestablishing all existing fees in February 2020. This process was then followed by the promulgation of the fee rules through the negotiated rule-making process, commencing in August 2020. This pending fee rule is the next step in the negotiated rulemaking process.

The pending fee rule covers the following sections and fees:

- 08.01.11, Registration of Postsecondary Educational Institutions and Proprietary Schools (collected by the Office of the State Board of Education):
  - Subsection 200.07 Registration Fee, Postsecondary Educational Institutions
  - Subsection 300.06 Registration Fee, Proprietary Schools
    - Annual registration fee for initial registration or renewal of registration is equal to one-half of one percent (.5%) of the gross Idaho tuition revenue of the private institution and proprietary schools during the previous tax reporting year (Jan 1 - Dec 31), but not less than one hundred dollars (\$100) and not to exceed five thousand dollars (\$5,000).
- 08.02.02, Rules Governing Uniformity
  - Subsection 066 Fees, Educator Certification (Collected by the State Department of Education)
    - Initial Certificate \$75
    - Renewal Certificate \$75
    - Alternate Route Authorization \$100
    - Additions or Changes to an Existing Certificate \$25
    - Replace an Existing Certificate \$10
    - Subsection 075.03, Fingerprinting and Background Investigation Checks(Collected by the State Department of Education)
  - Fingerprinting Processing Fee, All Applicants (excluding volunteers) \$28.25
    - Fingerprinting Processing Fee, Volunteers \$26.25

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- 08.02.03, Rules Governing Thoroughness
  - Subsection 128, Curricular Materials Selection and Online Course Approval (Collected by the State Department of Education)
    - Curricular Materials Review submission fee \$60 or an amount equal to the retail price of each curricular material

**IMPACT**

Once approved, the pending or final fee rule will be published in the administrative bulletin and forwarded to the Legislature for consideration in 2021.

**ATTACHMENTS**

Attachment 1 – Pending Fee Rule Docket 08-0000-2000F

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed omnibus fee rule was published by the Department of Administration in a special bulletin, September 16, 2020 (page 360). No public comments were received during the 21-day public comment period. The pending (or final rule) is being presented to the Board with no changes from the proposed version approved at the August 26, 2020 Board meeting.

Staff recommends approval.

**BOARD ACTION**

I move to approve the pending omnibus fee docket 08-0000-2000F, as provided in attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

08.01.11 – REGISTRATION OF POSTSECONDARY EDUCATIONAL INSTITUTIONS  
AND PROPRIETARY SCHOOLS

*(BREAK IN CONTINUITY OF SECTIONS)*

**200. REGISTRATION OF POSTSECONDARY EDUCATIONAL INSTITUTIONS.**

**01. Delegation.** Section 33-2403, Idaho Code, provides that a postsecondary educational institution must hold a valid certificate of registration issued by the Board. The Board delegates authority to its Executive Director and the Office of the State Board of Education to administer the registration of postsecondary educational institution, in accordance with Title 33, Chapter 24, Idaho Code, and this rule. ( )

**02. Registration Requirement.** ( )

**a.** Unless exempted by statute or this rule, as provided herein, a postsecondary educational institution which maintains a presence within the state of Idaho, or that operates or purports to operate from a location within the state of Idaho, shall register and hold a valid certificate of registration issued by the Board. An institution shall not conduct, provide, offer, or sell a course or courses of study, or degree unless registered. ( )

**b.** Registration shall be for the period beginning on the date a certificate of registration is issued and continue through June 30 of the next succeeding year. A registered postsecondary educational institution must renew its certificate of registration annually, and renewal of registration is not automatic. ( )

**c.** Renewal of registration shall be for the period beginning on July 1 of any year, and continue through June 30 of the next succeeding year. ( )

**d.** A new or start-up entity that desires to operate as a postsecondary educational institution in Idaho but which is not yet accredited by an accreditation organization recognized by the Board must register and operate as a proprietary school until accreditation is obtained. A new or start-up entity that is accredited and authorized to operate in another state, and which desires to operate as a postsecondary educational institution in Idaho offering degrees for which specialized program accreditation is required, may be granted approval to operate subject to the successful attainment of such program accreditation within the regular program accreditation cycle required by the accreditor. ( )

**e.** There is no inherent or private right to grant degrees in Idaho. That authority belongs only to institutions properly authorized to operate in Idaho under these rules. ( )

**03. Idaho Presence.** ( )

**a.** An institution shall be deemed to have a presence in Idaho, or to be operating or purporting to be operating from a location within the state of Idaho, if it owns, rents, leases, or uses any office or other type of physical location in Idaho, including a mailing or shipping center, or if it represents in any way, such as on an electronic or Internet website, to have an Idaho street or mailing address, including a post office box in Idaho, for purposes of conducting, providing, offering or selling a course or courses of study or degrees. ( )

**b.** Idaho presence shall include medical/osteopathic education clinical instruction occurring in the state of Idaho as part of a course of study leading to a degree pursuant to a formal multi-year arrangement or agreement between such clinic and an institution providing medical/osteopathic education instruction where eleven (11) or more students of the institution are physically present simultaneously at a single field site. ( )

**c.** Idaho presence shall not include: ( )

**i.** Distance or online education delivered by an institution located outside of the state of Idaho to students in this state when the institution does not otherwise have physical presence in Idaho, as provided in Subsection 200.03.a. of this rule; ( )

**ii.** Medical education instruction occurring in the state of Idaho by an institution pursuant to a medical education program funded by the state of Idaho; ( )

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iii. Internship or cooperative training programs occurring in the state of Idaho where students are employed by or provide services to a business or company in this state and receive course credit from an institution related to such activities; or ( )

iv. Activities limited to the recruiting or interviewing of applicants or potential students in the state of Idaho, whether conducted by a compensated employee, agent, or representative of an institution, or by volunteer alumnus of an institution, even if such individual is physically located in this state. ( )

**04. Institutions Exempt from Registration.** ( )

a. Idaho public postsecondary educational institutions. Section 33-2402(1), Idaho Code, provides that a public institution supported primarily by taxation from either the state of Idaho or a local source in Idaho shall not be required to register. ( )

b. Certain Idaho private, nonprofit, postsecondary educational institutions. A private, nonprofit, postsecondary educational institution that is already established and operational as of the date when this rule first went into effect (Brigham Young University - Idaho, College of Idaho, Northwest Nazarene University, New Saint Andrews College, Boise Bible College), and located within the state of Idaho, and that is accredited by an accreditation organization recognized by the Board, as set forth in Section 100 of this rule, shall not be required to register. A private, nonprofit, institution is located within the state of Idaho only if it has been lawfully organized in the state of Idaho and its principal place of business is located within the state of Idaho. An institution exempt under this subsection may voluntarily register by following the procedure for registration provided herein. ( )

c. Idaho religious institutions. A religious institution located within the state of Idaho that is owned, controlled, operated, and maintained by a religious organization lawfully operating as a nonprofit religious corporation and that grants only religious degrees shall not be required to register. ( )

**05. Institutions That Must Register.** Unless exempt under Subsection 200.04 of this rule, any entity that desires to operate as a postsecondary educational institution in Idaho must register as provided herein. ( )

**06. Application.** A postsecondary educational institution that is required to register under this rule must submit to the Board office an application for registration (either an application for initial registration or renewal of registration, as applicable), on the form provided by the Board office. The application must include a list of each course, course of study, and degree the applicant institution intends to conduct, provide, offer, or sell in Idaho during the registration year. ( )

**07. Registration Fees.** The Board shall assess an annual registration fee for initial registration or renewal of registration of a postsecondary educational institution. The registration fee must accompany the application for registration, and shall be in the amount of one-half of one percent (.5%) of the gross Idaho tuition revenue of the institution during the previous tax reporting year (Jan 1 - Dec 31), but not less than one hundred dollars (\$100) and not to exceed five thousand dollars (\$5,000). The institution must provide financial documentation to substantiate the amount of revenue reported. Registration fees are nonrefundable. ( )

**08. Deadline for Registration.** An initial application for registration may be submitted to the Board at anytime. An institution should expect the Board's review process for an initial registration to take approximately three (3) to five (5) months. An application for renewal of registration must be submitted to the Board on or before the first business day of May that precedes the registration year. The renewal will be processed within thirty (30) days. Institutions that do not adhere to this schedule and whose renewals are not processed by July 1st must cease all active operations until approval of registration is received. ( )

**09. Information Required.** ( )

a. An application must include all the information requested on the application form, as well as the following information: ( )

i. Copy of most recent accreditation letter showing the period of approval; ( )

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- ii. Current list of chief officers - e.g. president, board chair, chief academic officer, chief fiscal officer; ( )
  - iii. Enrollment data for current and past two (2) years; ( )
  - iv. Copy of annual audited financial statement, or other financial instrument as established by the executive director; ( )
  - v. Any additional information that the Board may request. ( )
  - vi. All advertising, pamphlets, and other literature used to solicit students and all contract forms must accurately represent the purpose of the school, its courses or courses of study, and other relevant information to assist students in making an informed decision to enroll. Institutions offering courses or courses of study which require clinical, practicum or internship components must provide students in writing information regarding the number of clinical, practicum or internship positions available and the location of said positions. Institutions with courses or courses of study that have not been fully accredited must disclose to prospective students in these courses or courses of study the accreditation status of the program and anticipated date for full accreditation. ( )
- b.** The Board may, in connection with a renewal of registration, request that an institution only submit information that documents changes from the previous year, provided that the institution certifies that all information and/or documentation submitted in a previous registration year remains current. The annual registration fee, described in Subsection 200.07 of this rule, shall remain applicable. ( )

**(BREAK IN CONTINUITY OF SECTIONS)**

**300. REGISTRATION OF PROPRIETARY SCHOOLS.**

**01. Delegation.** Section 33-2403, Idaho Code, provides that a proprietary school must hold a valid certificate of registration issued by the Board. The Board delegates authority to its Executive Director and the Office of the State Board of Education to administer the registration of proprietary schools, in accordance with Title 33, Chapter 24, Idaho Code, and this rule. ( )

**02. Registration Requirement.** ( )

**a.** Unless exempted by statute or this rule, as provided herein, a proprietary school which maintains a presence within the state of Idaho, or which operates or purports to operate from a location within the state of Idaho, shall register annually and hold a valid certificate of registration issued by the Board. A school shall not conduct, provide, offer, or sell a course or courses of study unless registered. A school shall not solicit students for or on behalf of such school, or advertise in this state, unless registered. ( )

**b.** Registration shall be for the period beginning July 1 of any year and continue through June 30 of the next succeeding year. For a school that has not previously registered with the Board, registration shall be for the period beginning on the date of issuance of a certificate of registration and continue through June 30 of the next succeeding year. A registered proprietary school must renew its certificate of registration annually and renewal of registration is not automatic. ( )

**c.** Renewal of registration shall be for the period beginning on July 1 of any year, and continue through June 30 of the next succeeding year. ( )

**03. Idaho Presence.** ( )

**a.** A school shall be deemed to have a presence in Idaho, or to be operating or purporting to be operating from a location within the state of Idaho, or if it owns, rents, leases, or uses any office or other type of physical location in Idaho, including a mailing or shipping center, or if it represents in any way, such as on an

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electronic or Internet website, to have an Idaho street or mailing address, including a post office box in Idaho, for purposes of conducting, providing, offering or selling a course or courses of study or degrees. ( )

**b.** Idaho presence shall not include: ( )

i. Distance or online education delivered by an institution located outside of the state of Idaho to students in this state when the institution does not otherwise have physical presence in Idaho, as provided in Subsection 300.03.a. of this rule; ( )

ii. Internship or cooperative training programs occurring in the state of Idaho where students are employed by or provide services to a business or company in this state and receive course credit from an institution related to such activities; or ( )

iii. Activities limited to the recruiting or interviewing of applicants or potential students in the state of Idaho, whether conducted by a compensated employee, agent, or representative of an institution, or by volunteer alumnus of an institution, even if such individual is physically located in this state. ( )

**04. Exemptions from Registration.** The following individuals or entities are specifically exempt from the registration requirements of this rule: ( )

**a.** An individual or entity that offers instruction or training solely avocational or recreational in nature, as determined by the Board. ( )

**b.** An individual or entity that offers courses recognized by the Board which comply in whole or in part with the compulsory education law. ( )

**c.** An individual or entity that offers a course or courses of study sponsored by an employer for the training and preparation of its own employees, and for which no tuition fee is charged to the student. ( )

**d.** An individual or entity which is otherwise regulated, licensed, or registered with another state agency pursuant to Title 54, Idaho Code. ( )

**e.** An individual or entity that offers intensive review courses designed to prepare students for certified public accountancy tests, public accountancy tests, law school aptitude tests, bar examinations or medical college admissions tests, or similar instruction for test preparation. ( )

**f.** An individual or entity offering only workshops or seminars lasting no longer than three (3) calendar days and offered no more than four (4) times per year. ( )

**g.** A parochial or denominational institution providing instruction or training relating solely to religion and for which degrees are not granted. ( )

**h.** An individual or entity that offers postsecondary credit through a consortium of public and private colleges and universities under the auspices of the Western Governors University. ( )

**i.** An individual or entity that offers flight instruction and that accepts payment for services for such training on a per-flight basis after the training occurs, or that accepts advance payment or a deposit for such training in a de minimus amount equal to or less than fifteen (15) percent of the total course or program cost. ( )

**05. Application.** A proprietary school that is required to register under this rule must submit to the Board office an application for registration (either an application for initial registration, or renewal of registration, as applicable), on a form provided by the Board office. The application must include a list of each course or courses of study the applicant school intends to conduct, provide, offer or sell in Idaho during the registration year. ( )

**06. Registration Fees.** The Board shall assess an annual registration fee for initial registration or renewal of registration. The registration fee must accompany the application for registration, and shall be one-half of one percent (.5%) of the gross Idaho tuition revenue of the school during the previous tax reporting year (Jan 1 - Dec



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31), but not less than one hundred dollars (\$100) and not to exceed five thousand dollars (\$5,000). The school shall provide documentation to substantiate the amount of revenue reported. Registration fees are nonrefundable. ( )

**07. Deadline for Registration.** An initial application for registration may be submitted to the Board at anytime. A school should expect the Board review process for an initial registration to take approximately three (3) to five (5) months. An application for renewal of registration must be submitted to the Board on or before the first business day of May that precedes the registration year. The renewal will be processed within thirty (30) days. Institutions that do not adhere to this schedule and whose renewals are not processed by July 1st must cease all active operations until approval of registration is received. ( )

**08. Information Required.** Such application must include all the information requested on the application form. In addition, a school must attest by signature of the primary official on the application form that it is in compliance with Standards I through V set forth in Section 301 of this rule and must provide verification of compliance with Standards I through V set forth in Section 301 of this rule upon request. The Board may, in connection with a renewal of registration, request that a school only submit information that documents changes from the previous year, provided that the school certifies that all information and/or documentation submitted in a previous registration year remains current. The annual registration fee, described in Subsection 300.06 of this rule, shall remain applicable. ( )

## 08.02.02 – RULES GOVERNING UNIFORMITY

*(BREAK IN CONTINUITY OF SECTIONS)***066. FEES.**

The state Department of Education shall maintain a record of all certificates issued, showing names, dates of issue and renewal, and if revoked, the date thereof and the reason therefor. A nonrefundable fee shall accompany each application for a prekindergarten through grade twelve (12) certificate, alternate certificate, change in certificate or replacement as follows: ( )

- 01. Initial Certificate.** All types, issued for five (5) years -- seventy-five dollars (\$75). ( )
- 02. Renewal Certificate.** All types, issued for five (5) years -- seventy-five dollars (\$75). ( )
- 03. Alternate Route Authorization.** All types, issued for one (1) year -- one hundred dollars (\$100). ( )
- 04. Additions or Changes During the Life of an Existing Certificate.** Twenty-five dollars (\$25). ( )
- 05. To Replace an Existing Certificate.** Ten dollars (\$10). ( )

*(BREAK IN CONTINUITY OF SECTIONS)***075. FINGERPRINTING AND BACKGROUND INVESTIGATION CHECKS (SECTIONS 33-130 AND 33-512, IDAHO CODE).**

All individuals who are required by the provisions of Section 33-130, Idaho Code, must undergo a background investigation check. ( )

- 01. Definitions.** ( )
  - a.** Applicant. An individual completing a background investigation check as identified in Subsection 075.02 of these rules. ( )
  - b.** Background Investigation Check. The submission of a completed applicant fingerprint card or scan by an authorized entity submitted under an enacted state statute/local ordinance or federal law, approved by the Attorney General of the United States allowing a search of the state and federal criminal history indices for non-criminal justice purposes including employment suitability, licensing determinations, immigration and naturalization matters, and national security clearances. ( )
  - c.** Background Investigation Check Result. The response to a state and federal background investigation check initiated by a fingerprint submission from an authorized entity for non-criminal justice purposes. Results are returned to the submitting authorized entity by the state criminal history repository (Idaho State Police Bureau of Criminal Investigation). ( )
  - d.** Break-in-Service. A voluntary or involuntary termination in employment, including retirement. ( )
  - e.** Candidate. An individual attending a postsecondary program. ( )
  - f.** Contractor. An agency, company/business, or individual that has signed a contract or agreement to provide services to an LEA and private or parochial school. ( )
  - g.** Employee. A person who is hired for a wage, salary, fee, or payment to perform work for an employer. ( )

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**h.** Fingerprint Card or Scan. The process for obtaining impressions of an individual's fingerprint images, both ten (10) individual finger impressions rolled from nail to nail and slap or flat impressions taken simultaneously without rolling. Fingerprints may be recorded utilizing either an inked standard fingerprint card or using a livescan device. Standard fingerprint cards may also be scanned for submission to the state repository for background investigation check purposes. ( )

**i.** Rejected Fingerprint Cards or Scans. A fingerprint card or scan that has been returned by the Idaho State Police Bureau of Criminal Identification or Federal Bureau of Investigation for poor quality prints. ( )

**j.** Unsupervised Contact. Direct contact or interaction with students not under the direct supervision of an LEA employee in a K-12 setting. This includes contact or interaction with students in scheduled school activities that occur outside of the school or outside of normal school hours. ( )

**02. Individuals Required to Complete a Background Investigation Check.** ( )

**a.** All applicants for certificates; ( )

**b.** Certificated and noncertificated employees; ( )

**c.** Substitute teachers; ( )

**d.** Contractors who have unsupervised contact with students in a public K-12 setting, including contractors who are providing student services; ( )

**e.** Student teachers or any postsecondary candidates who have unsupervised contact with students in a public K-12 setting; ( )

**f.** Volunteers who have unsupervised contact with students in a public K-12 setting; ( )

**g.** Any individuals who have unsupervised contact with students in a public K-12 setting. ( )

**03. Fee.** The SDE shall charge a fee for undergoing a background investigation check pursuant to Section 33-130, Idaho Code. ( )

**04. Rejected Fingerprint Cards or Scans.** ( )

**a.** When a fingerprint card has been rejected a new completed fingerprint card is required. ( )

**b.** The rejected fingerprint card will be sent back to the originating LEA, private or parochial school, contractor, postsecondary program, or individual. ( )

**c.** A new fingerprint card must be completed by a law enforcement agency to ensure legible fingerprints. Both the rejected fingerprint card and the new fingerprint card must be returned to the SDE within thirty (30) calendar days. ( )

**d.** If the new fingerprint card and rejected fingerprint card are returned after thirty (30) calendar days, a fee, pursuant to Subsection 075.03 of these rules, is required to be paid. ( )

**05. Secured Background Investigation Check Website.** The SDE will maintain a background investigation check website listing the background investigation check results for review by the LEA, private or parochial school, contractor or postsecondary program. Each LEA, private or parochial school, contractor and postsecondary program will have access to the background investigation check secure site listing their employees, statewide substitute teacher list, and student teacher list. ( )

**06. Background Investigation Checks for Certification.** ( )

**a.** The SDE will make the final determination if an applicant is eligible for Idaho certification. ( )

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**b.** If the SDE makes a determination that the applicant is not eligible for Idaho certification, the SDE may deny the applicant Idaho certification. Upon receiving the written denial, the applicant may request a hearing pursuant to Section 33-1209, Idaho Code. ( )

**07. Substitute Teachers.** Substitute teachers as defined in Section 33-512(15), Idaho Code, must undergo a background investigation check. The SDE shall maintain a statewide substitute teacher list. To remain on the list a substitute teacher shall undergo a background investigation check every five (5) years in accordance with Section 33-512, Idaho Code. ( )

**08. Break In Service.** ( )

**a.** When an employee returns to any LEA, private or parochial school, or contractor after a break in service, a new background investigation check must be completed pursuant to Section 33-130, Idaho Code. ( )

**b.** When an employee changes employment between LEAs a new background investigation check must be completed pursuant to Section 33-130, Idaho Code. ( )

**09. Postsecondary.** ( )

**a.** The postsecondary program will submit a completed fingerprint card or scan for all candidates who are applying for unsupervised contact with students in a public K-12 setting including student teaching, internships, or other types of candidate training. ( )

**b.** The SDE will make a preliminary determination based on the CHC result if the candidate is eligible for certification in Idaho. This decision will be forwarded to the postsecondary program concerning the eligibility of their candidate. ( )

08.02.03 – RULES GOVERNING THOROUGHNESS

*(BREAK IN CONTINUITY OF SECTIONS)*

**128. CURRICULAR MATERIALS SELECTION AND ONLINE COURSE APPROVAL (SECTIONS 33-118; 33-118A, IDAHO CODE).**

The State Board of Education will appoint a committee to select curriculum materials. Committee appointments will be for a period of five (5) years. Committee appointments shall consist of not less than ten (10) total members from the following stakeholder groups: certified Idaho classroom teachers, Idaho public school administrators, Idaho higher education officials, parents, trustees, local board of education members, members of the Division of Career Technical Education, and State Department of Education personnel. The Executive Secretary will be an employee of the State Department of Education and will be a voting member of the committee. The State Department of Education shall charge publishers submission fees of sixty dollars (\$60) or equal to the retail price of each, whichever is greater, to defray the costs incurred in the curricular material review and adoption process. ( )

**01. Subject Areas.** Curricular materials are adopted by the State Board of Education for a period of six (6) years in the following subject areas: reading, English, spelling, speech, journalism, languages other than English, art, drama, social studies, music, mathematics, business education, career education and counseling, vocational/technical education, science, health, physical education, handwriting, literature, driver education, limited English proficiency. ( )

**02. Multiple Adoptions. Multiple adoptions are Made in Each Subject Area.** ( )

**03. Bids.** Each publisher must deliver, according to the committee schedule, a sealed bid on all curricular materials presented for adoption. ( )

**04. Depository.** The State Board will appoint a depository for the state-adopted curricular materials. Resource materials are a local option. ( )

**05. Local Policies.** School districts will follow their own policies for adoption in subject areas offered by a school district for which materials are not covered by the state curriculum materials committee. ( )

**06. Online Course Review and Approval Process.** The State Department of Education shall administer the review and approval of online course providers and courses. Reviewers shall be certified Idaho classroom teachers. Online course providers are approved for a period of four (4) years. The State Department of Education shall charge online course providers submission fees based on the number of courses offered, not to exceed the actual costs incurred in the online course and course provider review and approval process. ( )

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS  
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**SUBJECT**

Idaho's Digital Campus Update

**REFERENCE**

June 10, 2020	The Board approved and forwarded a request to the Coronavirus Financial Advisory Committee for \$4M to support the development of a system-wide digital campus for postsecondary education.
June 29, 2020	The Board received an update on CFAC funding and two different potential models for a digital campus in Idaho.
July 9, 2020	The Board voted to approve an Initial Implementation Plan and directed staff to access funds from the Governor's Coronavirus Financial Advisory Committee to pursue this plan.
August 24, 2020	The Board received an update on Idaho's digital campus project.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a.

**BACKGROUND/DISCUSSION**

In May 2020, a working group was formed to explore the concept of a digital campus that would deliver low-cost, high-quality, online postsecondary educational experiences to Idahoans regardless of their location. A digital campus would also provide means for Idaho students to secure work that is both financially and personally fulfilling long-term, enabling them to play an enhanced role in their communities across the state. In an effort to design a digital campus that is sufficiently viable, feasible, and desirable as a postsecondary innovation in Idaho, the working group consulted prominent online and continuing education leaders and models from aspirational institutions/systems, as well as the accumulated knowledge of Idaho's academic community.

At a special Board meeting on July 9, 2020, the Board approved an initial implementation plan to pursue the development of a model that seeks to address the online education needs of Idaho citizens by consolidating necessary courses, degrees, services, and resources of the current institutions into a digital campus that adapts to the needs of faculty and students.

At a special Board meeting on August 24, 2020, the Board received an update on the progress of the project. The update highlighted the following accomplishments to that point in time: 1) extensive engagement with institutional leadership, faculty, staff, and students; 2) establishment of a Steering Committee; 3) development of a set of Frequently Asked Questions; 4) establishment of a set of key outcomes for the initial phase of project development; 5) building of a project roadmap based on these outcomes; and 6) securing emergency exemption authority from the State

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Division of Purchasing to allow for the expedited expenditure of all CFAC funds by the end of the calendar year.

**IMPACT**

Idaho's digital campus is being designed to deliver low-cost, high-quality, online postsecondary educational experiences to Idahoans regardless of their location. The model attempts to promote and augment the efficacy of Idaho's current postsecondary institutions regarding online education to ensure more reliable access and improved outcomes for all students, current or prospective.

**ATTACHMENTS**

- Attachment 1 – Online Idaho Components
- Attachment 2 – Online Idaho Value Propositions
- Attachment 3 – Instructure-Canvas Contract for Year One
- Attachment 4 – Instructure-Canvas Contract for Year Two
- Attachment 5 – Instructure-Canvas Contract for Year Three
- Attachment 6 – Quottly Presentation

**STAFF COMMENTS AND RECOMMENDATIONS**

The Board will receive a brief update on actions taken since the August 24 special Board meeting. This update will cover topics related to the work of the Steering Committee, institutional engagement and buy-in, clear differentiation of the various components and value propositions of the initiative, the connection with workforce development, contracts entered into by the Board Office, and a proposed name.

Specifically, since August, the Board Office has established a one-year contract with Instructure to make the Canvas Learning Management System available to the five institutions of higher education in Idaho that are not currently under contract with Instructure. Two new contracts for an additional two years of Canvas will also be presented to the Board for approval, as these contracts bring the total expenditures with Instructure to more than \$1M. Total expenditures with Instructure for three years of common access to Canvas for all eight colleges and universities will be about \$2.4M, with \$1,417,275 allocated across the second and third contracts. The Board is establishing three separate contracts with Instructure because some institutions are already in existing contracts with this vendor. This situation requires a staged-contracting approach. The Year 1 contract will provide one year of access to Canvas, including Tier 1 and 24/7 customer support for all faculty and students at BSU, CEI, CWI, ISU, and UI, which are not currently under contract with Instructure. The Year 2 contract will provide an additional year of Canvas access and support to the schools in the Year 1 contract and will provide a prorated license for CSI, whose current contract with Instructure expires at the end of this fiscal year. The Year 3 contract will provide an additional year of Canvas access and support to the schools in the Year 2 contract and will provide a prorated license for NIC, whose current contract with Instructure expires at the end of the next fiscal year. All three contracts benefit from negotiating rates based on the full-time enrollment numbers of our entire state, and reduce the rate paid by institutions currently under contract with Instructure by almost half. Lewis-Clark



**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS  
NOVEMBER 2, 2020**

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State College signed a three-year contract with Instructure earlier this year and would be eligible to join a statewide contract after their current contract expires.

The Board Office is also negotiating a contract with software vendor Quottly for \$866K to develop the other core components of the digital campus, which include an online course catalog, a course-sharing platform, and the back-end infrastructure necessary to build and enable these outward-facing components. Representatives from Quottly will attend the Board meeting, present about how they will be working with our institutions, and take questions from Board members. This update will include a discussion with Board members about the longer-term vision and strategy for the initiative going forward.

Finally, the Steering Committee sought input from marketing and communications professionals at Idaho's institutions to determine a name for this initiative. The Steering Committee proposes the name "Online Idaho".

Staff recommends approval of the contracts and the proposed name.

**BOARD ACTION**

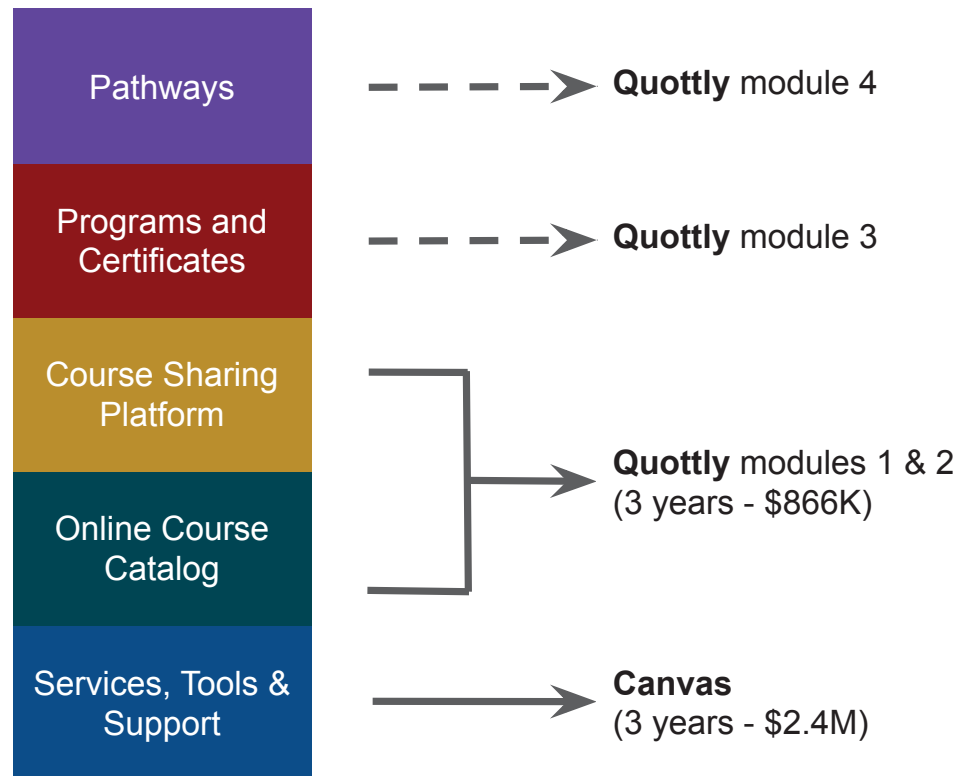
I move to approve "Online Idaho" as the name of Idaho's digital campus initiative.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to approve the request by the Office of the State Board of Education to enter into a contract with Instructure for Year Two and Year Three of a three-year statewide implementation of the Canvas Learning Management System, in conformance with the Terms and Conditions contained in Attachment #3 and in substantial conformance with Attachments #4 and #5, for an amount not to exceed \$1,417,275, bringing the total of all three phases with Instructure to \$2,335,970.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

## Online Idaho



## Online Idaho Value Propositions

Online Idaho has three initial core components:

- **Services**, technology **Tools**, and **Support** for faculty and students that fortify Idaho institutions' efforts in developing and delivering high quality online and face-to-face education.
- An **Online Course Catalog** of all available online courses and programs at Idaho public institutions. This will include both credit-bearing and non-credit-bearing courses.
- A **Course Sharing Platform** for an initially small, but strategically grown subset of online courses and programs that Idaho public institutions desire to make available for students at other public institutions.

Additional components are envisioned for the future, including a **Programs and Certificates** component and a **Pathways** component. These additional components will bring the other components together into a holistic digital campus for Idaho that increases affordability, access, and success for all students.

There are at least seven distinct groups or entities that can derive value from Online Idaho: potential students (in-state); potential students (out-of-state); current students; faculty and staff; institutions; the State Board of Education; and the State of Idaho. The value propositions of Online Idaho vary by each of these groups and entities, and are differentiated by which of the initial three components will provide the most value to each group.



### ***Potential Students (in-state)***

Idaho residents who are not currently enrolled at an Idaho institution, but who desire postsecondary education or training, could benefit most from the Online Course Catalog and Course Sharing Platform components of Online Idaho. This is especially true for Idaho residents who live in rural and remote areas, who are place-bound for reasons like work and family obligations, or who simply need further education or training to progress in their careers. The Catalog will be designed to help Idaho residents find the online courses or programs they are looking for, or explore and discover new educational and career pathways. Idaho residents may also find great value in the Course Sharing Platform, if their needs and interest align with the programs being offered. The value of the Course Sharing Platform to Idaho residents will increase as the offerings available in the platform expand.

### ***Potential students (out-of-state)***

Residents of other states (and even countries) who desire postsecondary education or training in an online format could benefit from the Online Course Catalog and the Course Sharing Platform components of Online Idaho. Such potential students could be attracted to Online Idaho because of the relative affordability of Idaho institutions and the wide variety of courses

and programs offered through the Catalog. As the offerings in the Course Sharing Platform expand, potential students outside Idaho may find even more value in the resource.

### ***Current Students***

Current students could benefit from all three of Online Idaho's core components, but will initially benefit most from the Course Sharing Platform and the Services, Tools, and Support. Current students who are unable to enroll in a particular course at their home institution could benefit from enrolling in the needed course at another institution via the Course Sharing Platform, helping them maintain momentum toward completion. A current student may not be able to enroll in a needed course for many reasons, including that a course may be full, not offered online, or scheduled at a time that conflicts with the student's schedule. The Course Sharing Platform will make enrolling in courses at partner institutions simple and easy. Current students could benefit from the Services, Tools, and Support component of Online Idaho through increased overall quality of online courses and through access to specific tools that aid online learning, like accessibility tools, remote proctoring, a consistent LMS experience, and collaboration tools. Current students considering transfer, needing to make up credits, considering their next degree in Idaho, or considering pathways to career and professional training could benefit from the Online Course Catalog component of Online Idaho.

### ***Faculty and Staff***

Faculty and staff at Idaho's institutions could benefit most from the Services, Tools and Support component of Online Idaho. The services and tools aspect will provide a best-in-class statewide learning management system that institutions can choose to make available to faculty and staff, as well as technology tools that faculty and instructional designers can use to ensure online courses are as accessible and effective as face-to-face courses. The support aspect will include professional development for faculty to help them improve design and delivery of online courses.

### ***Institutions***

Idaho's institutions could benefit from all three components of Online Idaho. The Online Course Catalog will provide institutions with a new, cohesive marketing platform for all online courses and programs, with the goal of increasing enrollment as more potential students (in-state and out-of-state) discover accessible and affordable postsecondary options that meet their needs. The Course Sharing Platform will provide institutions with the technical infrastructure needed to deploy joint degree programs that better serve current and potential students. In the long run, the Course Sharing Platform could also improve student completion rates, as fewer students stop-out due to barriers related to course availability, and attract more students from out-of-state to enroll in Idaho courses and programs. The Services, Tools, and Support of Online Idaho will give some institutions the opportunity to test-run a new learning management system with minimal risk or cost and could fortify and compliment current services, tools, and supports for online education at all institutions, as needed and desired.

***The State Board of Education***

All three components of Online Idaho are designed to support and promote the priorities and initiatives of the State Board of Education, especially access, affordability, and transparency. The Online Course Catalog and Course Sharing Platform could be particularly beneficial to adult students, military veterans, and place-bound Idaho residents, populations of particular interest to the Board. The Course Sharing Platform could remove barriers to student completion and create core infrastructure to promote a more system-like approach to the delivery of postsecondary education in Idaho. Implementation of the Services, Tools, and Support of Online Idaho will increase the overall capacity of the institutions to offer effective online courses and programs, in times of normalcy and crisis alike. Finally, the development and implementation of a statewide quality assurance process for online course development will lift the quality of all online course offerings throughout the state, ensuring a more equitable and accessible postsecondary experience for all students.

***The State of Idaho***

Online Idaho could benefit the entire State of Idaho by increasing efficiencies in the development and delivery of postsecondary courses and programs. The Online Course Catalog and Course Sharing Platform will be targeted specifically to Idaho residents in rural and remote areas of the state, as well as to the newly unemployed and chronically underemployed. Online Idaho will be coordinated carefully with the initiatives of the Workforce Development Council, ensuring that all residents have access to the online educational and training opportunities available in Idaho today. Online Idaho could also enter the national online postsecondary market, bringing a high-quality, high-value option to a customer base of millions of potential students. Tuition at Idaho institutions is lower than tuition in most other states. Because of this, Online Idaho could be the face of Idaho's institutions to the national online education market, bringing potentially thousands of new students into Idaho each year. The potential new revenue from out-of-state marketing could help reduce the overall cost of postsecondary education to Idaho residents.

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## Services Order Form

Order #: Q-133507-1  
 Date: 2020-09-24  
 Offer Valid Through: 2020-09-28

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

## Order Form For Idaho State Board of Education

Address: 650 West State Street  
 City: Boise  
 State/Province: Idaho  
 Zip/Postal Code: 83702  
 Country: United States

## Order Information

Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

## Billing Contact

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

## Primary Contact

Name: Jonathan Lashley  
 Email: jonathan.lashley@osbe.idaho.gov  
 Phone: 208-488-7585

## Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Portfolio Bundled Subscription	2020-10-01	2021-09-30	FTE	54,157	USD 3.87	USD 209,587.59
Recurring Sub-Total						USD 209,587.59
Canvas Portfolio Implementation Bundle			Per Implementation	8	USD 48,000.00	USD 48,000.00
Non-Recurring Sub-Total						USD 48,000.00
Year 1 Total						USD 257,587.59

## Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Portfolio Bundled Subscription	2021-10-01	2022-09-30	FTE	54,157	USD 3.97	USD 215,003.29
Recurring Sub-Total						USD 215,003.29
Year 2 Total						USD 215,003.29

## Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Portfolio Bundled Subscription	2022-10-01	2023-06-30	FTE	54,157	USD 3.22	USD 174,385.54

## INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

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ATTACHMENT 3

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Description	Start Date	End Date	Metric	Qty	Price	Amount
Recurring Sub-Total						USD 174,385.54
Year 3 Total						USD 174,385.54
						<b>Grand Total:</b> USD 646,976.42

Package Information
<p>Included in your Portfolium Bundle:</p> <p>Canvas Folio Management Subscription</p> <p>Canvas Outcomes Assessment Subscription</p> <p>Canvas Pathways Subscription</p>

Deliverable	Description	Expiration
Canvas Folio Management Subscription	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
Canvas Outcomes Assessment	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
Canvas Pathways	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
Canvas Portfolium Configuration and Project Management	<p>As applicable, your implementation will include the following:</p> <ul style="list-style-type: none"> <li>*Expertise and best practice advice to align Portfolium with your specific use case.</li> <li>*Configuration of up to five (5) Portfolium networks.</li> <li>*Consulting (and assistance when required by system constraints) with the following: SSO, student/faculty/course data uploads, rubric/outcome uploads, and LTI setup.</li> <li>*Guide customer resources to complete tasks in the customer-facing admin platform, including branding, launch emails, creating pathways and/or rubrics/outcomes, and connecting Canvas assignments.</li> <li>*Consulting (and assistance when required by system constraints) for creating up to 15 badges.</li> <li>*Preparation and maintenance of a detailed project plan.</li> <li>*Weekly status update and/or check-in call.</li> <li>*Detailed product training is excluded.</li> </ul>	12 Months
Canvas Portfolium Adoption Consulting	Provide 5 hours of consultation in mapping rollout for Portfolium and a toolkit of communication and use case resources.	12 Months
Canvas Portfolium On-Demand Training	Unlimited access for all users to on-demand training through videos and self-paced courses for 12 months.	12 Months



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Deliverable	Description	Expiration
Canvas Portfolium Open Q&A Session	One hour online Q&A session with a trainer for up to 50 participants.	12 Months

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
FTE	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>

Product	Description
Canvas Folio Management Subscription	Notwithstanding anything to the contrary in the terms and conditions governing this Order Form, Customer acknowledges and agrees that Instructure may continue to use Customer Content contained in a User's ePortfolio to enable such User to access such Customer Content beyond the term of this Order Form. Without limiting the generality of the preceding sentence, Instructure may, upon the User's consent, make available and/or transfer such User's content to third parties as authorized by the User.
Canvas Outcomes Assessment	<ul style="list-style-type: none"> <li>- Ability to launch Portfolium from inside the LMS via LTI</li> <li>- Ability to create, edit and manage rubrics and learning outcomes per assignment, course, department/program and institution</li> <li>- Ability to assign and assess individual assignments</li> <li>- Ability to archive and export assignment and assessment data</li> <li>- Ability to view rubric alongside individual assignment for assessment (single-screen scoring)</li> <li>- Visibility into and ability to export report of the skills and competencies of Students</li> <li>- Visibility into and ability to export report of the learning outcomes tied to specific, customizable rubrics with links to individual assessments and artifacts/evidence</li> <li>- Visibility into and ability to export report of individual user and cohort reports</li> </ul>
Canvas Pathways	<ul style="list-style-type: none"> <li>- Ability to create/issue badges (adhering to Open Badge Standard) upon completion of assessment, event, milestone; manually or automatically upon specific score threshold</li> <li>- Automatic direct-deposit of digital badges to the Students' ePortfolio and synced to the supporting artifact/evidence</li> <li>- Ability to create digital pathway with multiple milestones and requirements</li> <li>- Ability to enroll and/or invite Students to engage in the digital pathway</li> <li>- Ability to engage with Students at various points along their digital pathway</li> <li>- Ability to view and export report of the Students enrolled in digital pathway, along with their performance and progress along the pathway</li> <li>- Ability to view and export report of issued badges/earners linked to the program/course/assignment, rubric and evidence of mastery</li> </ul>

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>

Portfolium: <https://portfolium.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Billing Frequency Term:**

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

# INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

NOVEMBER 2, 2020


ATTACHMENT 3

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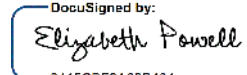
PURCHASE ORDER INFORMATION	STATE SALES TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?  Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is state sales tax exempt: _____  <i>Please email all state sales tax exemption certifications to ar@instructure.com</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form and Terms and Conditions entered into with the Idaho State Board of Education on Services Order Form Q-146664.

## Idaho State Board of Education

Signature:	
Name:	Matt Freeman
Title:	Executive Director
Date:	9/29/2020

## Instructure, Inc.

Signature:	
Name:	Elizabeth Powell
Title:	Senior Manager, Deal Desk
Date:	9/29/2020

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**Re: OSBE Degree Audit Request to Negotiate**

Chelsea Robillard &lt;Chelsea.Robillard@adm.idaho.gov&gt;

Tue 6/2/2020 6:17 PM

To: Jonathan Lashley &lt;Jonathan.Lashley@osbe.idaho.gov&gt;

Cc: Todd Kilburn &lt;Todd.Kilburn@osbe.idaho.gov&gt;

 1 attachments (269 KB)

Req\_To\_Negotiate-OSBE Degree Audit 5-21\_CR.pdf;

Hello,

Thank you for the reminder! I have attached the approved Request to Negotiate. Please let me know if you have any questions.

Thank you,  
Chelsea

Seal\_Color\_resized

**Chelsea Robillard, CPPB**

Lead Purchasing Officer

Division of Purchasing

Office: (208) 332-1607

Mobile: (208) 810-0090

**DOP Main:** (208) 327-7465<https://purchasing.idaho.gov/>

- Spend 5-seconds telling us how we're doing @ [DOP Customer Satisfaction Survey](#)
- Questions about Jaggaer? Email: [jpro@adm.idaho.gov](mailto:jpro@adm.idaho.gov)
- Public record requests? Email: [Purchasing@adm.idaho.gov](mailto:Purchasing@adm.idaho.gov)

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**From:** Jonathan Lashley <Jonathan.Lashley@osbe.idaho.gov>**Sent:** Thursday, May 21, 2020 10:40 AM**To:** Chelsea Robillard <Chelsea.Robillard@adm.idaho.gov>**Cc:** Todd Kilburn <Todd.Kilburn@osbe.idaho.gov>**Subject:** OSBE Degree Audit Request to Negotiate

Hi, Chelsea:

After many internal conversations and much research with the institutions, we have decided that it would be worth talking to Instructure about a possible solution (to be purchased next fiscal year). I've attached a supporting breakdown of our context/intent and a signed request to negotiate. Let me know if you need anything else from me and/or Todd (copied).

Thanks for your help/patience with us!

**Jonathan Lashley, Ph.D.**

Associate Chief Academic Officer

**Request for Approval to Negotiate  
from  
Division of Purchasing (DOP)**

E-mail Completed Request Form to: [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)

Agency Purchasing Representative (name):	Jonathan Lashley
E-mail/Phone:	Jonathan.Lashley@osbe.idaho.gov   208-999-0577
Name of Agency:	Office of the State Board of Education
Name of Offeror(s) to negotiate with:	Instructure

*The Administrator may authorize negotiations when a competitive solicitation has been unsuccessful because (without limiting other possible reasons), all offers are unreasonable, noncompetitive or all offers exceed available funds and the available time and circumstances do not permit the delay required for re-solicitation; or there has been inadequate competition.*

*Negotiations may also be authorized if, during the evaluation process, it is determined that more than one (1) vendor has submitted an acceptable proposal or bid and negotiations could secure advantageous terms or a reduced cost for the state (negotiations authorized under this paragraph are subject to the provisions and additional conditions of IDAPA 38.05.01.084.03 and 04).*

*(I.C §67-9205(12), IDAPA 38.05.01.084.02)*

**Background and Justification** (*attach additional sheets as needed*):

Our RFP for a Degree Audit and Student Analytics solution did not attract any vendor proposals. An earlier version of the RFP was canceled, revised, and relaunched late last year in order to accommodate feedback from vendors and institutional stakeholders in Idaho. Despite this additional work, at least one prospective vendor took issue with specific criteria that we had included in the RFP to minimize risk to our agency when working with software vendors.

In a final attempt to find a solution that meets the criteria as well as the timeline of the RFP, we are requesting to negotiate with a vendor that many of our postsecondary institutions already have a contract with because our research suggests that they will be able to offer a robust statewide solution on an accelerated timeline. See the attached for more information on how this solution may address all of the criteria in our recent RFP.

**Agency Certification:** *The information provided above is true and accurate to the best of my knowledge; and negotiation is in the best interest of the State:*

Agency Representative



(signature): \_\_\_\_\_ Date: 5/21/2020

\*\*\*\*\*

☒ **Approved**

☐ Additional conditions apply to this approval.

☐ **Rejected**

DOP Administrator Signature: \_\_\_\_\_

DOP Administrator Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

07-01-16

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**Instructure Terms and Conditions**

These terms and conditions apply to the provision of the products or services by Instructure, Inc. ("Instructure") to the entity identified in the Order Form ("Customer"). In the event of a conflict between these terms and conditions and any policy incorporated by reference, these terms and conditions control. An "Order Form" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "Agreement." Instructure and Customer are referred to in this Agreement each as a "party" and together as the "parties."

1. **Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "Service"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("Support") pursuant to the terms described on the Order Form. For purposes of this Agreement, "User" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription. Users include the five institutions listed above under the "Notes" Section of the Order Form.
2. **Customer Restrictions.** Customer shall not (and shall instruct Users not to, and not knowingly permit Users, to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface ("API") will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.
3. **Customer Responsibilities.** Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the "AUP"). Customer agrees to reasonably assist Instructure in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account.
4. **Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.
5. **Instructure Warranties.** Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. (d) As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUCTURE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUCTURE DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUCTURE IN THIS SECTION 5.
6. **Fees.** As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("Fees") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.
7. **Service Standard.** Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("Service Commitment"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology

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issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. **Compliance.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended and the Student Data, Accessibility, Transparency and Accountability Act of 2014, Idaho Code 33-133 ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.
9. **Customer Content.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.
10. **Data Use.** Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.
11. **Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.
12. **Limitation of Liability.** EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.
13. **Confidentiality.** Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information. Notwithstanding the preceding paragraph, the Parties acknowledge that Customer is required to respond to public record requests it receives in accordance with the Idaho Public Record Law, Idaho Code, Title 74, Chapter 1.
14. **Proprietary Rights.** As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.



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**15. Term and Termination.** The term of this Agreement is specified in the Order Form ("Term") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

**16. Suspension of Service.** Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure.

Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

**17. Indemnification.**

**17.1** Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees.

**17.2** The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

**18. General.** Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Idaho without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt to assign this Agreement, in whole or part, to any entity, without the other party's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Instructure shall not use Customer's or Users name, logo, and non-competitive use details in its various marketing communications and materials without Customer's or User's, as applicable, prior written consent. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

Updated 02/2020





Services Order Form

Order #: Q-147145-5  
Date: 2020-10-21  
Offer Valid Through: 2020-09-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

**Order Form For Idaho State Board of Education**

Address: 650 West State Street  
City: Boise  
State/Province: Idaho  
Zip/Postal Code: 83702  
Country: United States

**Order Information**  
Billing Frequency: Annual Upfront  
Payment Terms: Net 30

**Billing Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Primary Contact**

Name: Bethany White  
Email: bwhite4@csi.edu  
Phone: \_\_\_\_\_

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
24x7 Support	2020-10-12	2021-06-30	20% of Subscription (Minimums Apply)	1	USD 12,898.87	USD 12,898.87
Tier 1 Support	2020-10-12	2021-06-30	FTE	4,006	USD 2.52	USD 10,077.19
Recurring Sub-Total						USD 22,976.06
Canvas - Tier 1 Support Setup			One Time Fee	1	USD 500.00	USD 500.00
Non-Recurring Sub-Total						USD 500.00
Year 1 Total						USD 23,476.06
<b>Grand Total:</b>						USD 23,476.06

Deliverable	Description	Expiration
Canvas Cloud Subscription	FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.  The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.	N/A
24x7 Support	24x7 support per year (20% of subscription - minimums apply)	N/A
Tier 1 Support	Tier 1 Support per user (minimums apply)	N/A
Canvas - Tier 1 Support Setup	One-time fee for Tier 1 Support	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
FTE	FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.  The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.

Product	Description
Canvas Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>

Portfolio: <https://portfolio.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

#### Notes

Support for College of Southern Idaho


#### Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?  Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____  <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

**Idaho State Board of Education**

Signature:	 <b>Matt Freeman</b> Digitally signed by Matt Freeman Date: 2020.10.26 08:40:48 -06'00'
Name:	_____
Title:	_____
Date:	_____

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

## Instructure Terms and Conditions

These terms and conditions apply to the provision of the products or services by Instructure, Inc. ("Instructure") to the entity identified in the Order Form ("Customer"). In the event of a conflict between these terms and conditions and any policy incorporated by reference, these terms and conditions control. An "Order Form" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "Agreement." Instructure and Customer are referred to in this Agreement each as a "party" and together as the "parties."

1. **Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "Service"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("Support") pursuant to the terms described on the Order Form. For purposes of this Agreement, "User" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription. Users include the five institutions listed above under the "Notes" Section of the Order Form.
2. **Customer Restrictions.** Customer shall not (and shall instruct Users not to, and not knowingly permit Users, to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface ("API") will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.
3. **Customer Responsibilities.** Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the "AUP"). Customer agrees to reasonably assist Instructure in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account.
4. **Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.
5. **Instructure Warranties.** Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. (d) As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUCTURE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUCTURE DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUCTURE IN THIS SECTION 5.
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7. **Service Standard.** Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("Service Commitment"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology

issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. **Compliance.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended and the Student Data, Accessibility, Transparency and Accountability Act of 2014, Idaho Code 33-133 ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.
9. **Customer Content.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.
10. **Data Use.** Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.
11. **Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.
12. **Limitation of Liability.** EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.
13. **Confidentiality.** Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information. Notwithstanding the preceding paragraph, the Parties acknowledge that Customer is required to respond to public record requests it receives in accordance with the Idaho Public Record Law, Idaho Code, Title 74, Chapter 1.
14. **Proprietary Rights.** As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

**15. Term and Termination.** The term of this Agreement is specified in the Order Form ("Term") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

**16. Suspension of Service.** Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure.

Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

**17. Indemnification.**

**17.1** Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees.

**17.2** The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

**18. General.** Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Idaho without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt to assign this Agreement, in whole or part, to any entity, without the other party's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Instructure shall not use Customer's or Users name, logo, and non-competitive use details in its various marketing communications and materials without Customer's or User's, as applicable, prior written consent. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

Updated 02/2020



## Services Order Form

Order #: Q-152283-2

Date: 2020-10-27

Offer Valid Through: 2020-12-31

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

## Order Form For Idaho State Board of Education

Address: 650 West State Street  
 City: Boise  
 State/Province: Idaho  
 Zip/Postal Code: 83702  
 Country: United States

## Order Information

Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

## Billing Contact

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

## Primary Contact

Name: Jonathan Lashley  
 Email: jonathan.lashley@osbe.idaho.gov  
 Phone: +1 208-488-7585

## Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-07-01	2021-09-30	FTE	4,021	USD 3.32	USD 13,349.72
Recurring Sub-Total						USD 13,349.72
Year 1 Total						USD 13,349.72

## Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-10-01	2022-09-30	FTE	48,756	USD 13.69	USD 667,469.64
Recurring Sub-Total						USD 667,469.64
Year 2 Total						USD 667,469.64

Grand Total: USD 680,819.36



## INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

NOVEMBER 02, 2020

ATTACHMENT 4

Deliverable	Description	Expiration
Canvas Cloud Subscription	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
FTE	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>

Product	Description
Canvas Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>

Portfolio: <https://portfolio.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Notes**

College of Southern Idaho FTE - 4,021

College of Western Idaho FTE - 6,736

College of Eastern Idaho FTE - 865

Boise State University FTE - 17,618

University of Idaho FTE - 9,737

Idaho State University FTE - 9,779

Total FTE - 48,756

**Billing Frequency Term:**

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>
If yes, please enter PO Number: _____	

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

**Idaho State Board of Education**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____



Order #: Q-165249-1  
Date: 2020-10-28  
Offer Valid Through: 2020-12-31

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Idaho State Board of Education

Address: 650 West State Street  
City: Boise  
State/Province: Idaho  
Zip/Postal Code: 83702  
Country: United States

Order Information

Billing Frequency: Annual Upfront  
Payment Terms: Net 30

Billing Contact

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Primary Contact

Name: Jonathan Lashley  
Email: jonathanlashley@boisestate.edu  
Phone: +1 208-699-3084

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-07-01	2022-09-30	FTE	3,211	USD 3.42	USD 10,981.62
Recurring Sub-Total						USD 10,981.62
Year 1 Total						USD 10,981.62

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-10-01	2023-09-30	FTE	51,967	USD 14.10	USD 732,734.70
Recurring Sub-Total						USD 732,734.70
Year 2 Total						USD 732,734.70
Grand Total:						USD 743,716.32

## INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

NOVEMBER 02, 2020

ATTACHMENT 5

Deliverable	Description	Expiration
Canvas Cloud Subscription	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, at its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A

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Metric	Description
FTE	<p>FTE Metric is measured by the number of full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.</p> <p>The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, at its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>

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As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Notes**

Northern Idaho College FTE - 3,211

College of Southern Idaho FTE - 4,021

College of Western Idaho FTE - 6,736

College of Eastern Idaho FTE - 8,65

Boise State University FTE - 17,618

University of Idaho FTE - 9,737

Idaho State University FTE - 9,779

Total FTE - 51,967

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By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

**Idaho State Board of Education**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

DRAFT



# Quottly

Course Sharing and Course Transfer Platform

November 2, 2020





November 2, 2020

Alicia Policinski  
Cofounder and CEO

James Gibson  
Cofounder and Technical Lead

Lynn Colgin  
SVP, Strategic Partnerships

BOISE STATE  
UNIVERSITY

- ✓ Boise State University
- ✓ College of Southern Idaho
- ✓ College of Western Idaho
- ✓ College of Eastern Idaho
- ✓ Idaho State University
- ✓ Lewis-Clark State College
- ✓ North Idaho College
- ✓ University of Idaho



## Proposed Agenda

- ✓ Introductions / Your Goals
- ✓ Quottly Platform
- ✓ Implementation Process
- ✓ Demo
- ✓ Proposal

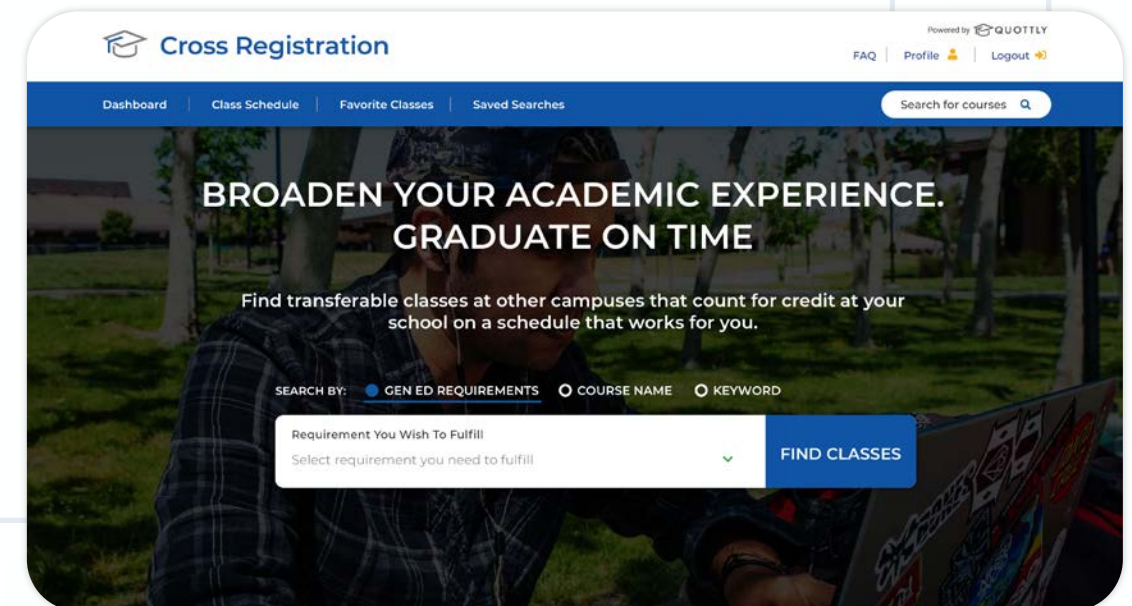


## About Quottly

- ✓ Helping colleges and universities navigate a changing [Higher Education landscape](#)
- ✓ A configurable [course exchange](#) and searchable [course transfer](#) platform for accredited college courses and programs.
- ✓ System-wide class schedules and transfer rules with SIS integration and one-click registration.



139 institutions with a combined enrollment of over 2.5 million students.



# Solving Core Challenges

Faced by Students, Administrators and Institutions



## Reduce Costs

- ✓ Course and section **Sharing**
- ✓ **Joint** programs and certificates
- ✓ **Automate** manual processes

**\$30-40K**

Annual Savings per  
Course from Course  
Sharing



## Improve Student Outcomes

- ✓ On-time **graduation**
- ✓ **Enrich** academic experience
- ✓ Enable guided **pathways**

**2-5% Improvement**

In on-time graduation rate



## Increase Tuition \$

- ✓ **Fill** empty seats
- ✓ **Attract** new students
- ✓ **Add** new programs

**\$13K**

Filling empty seats in one  
class

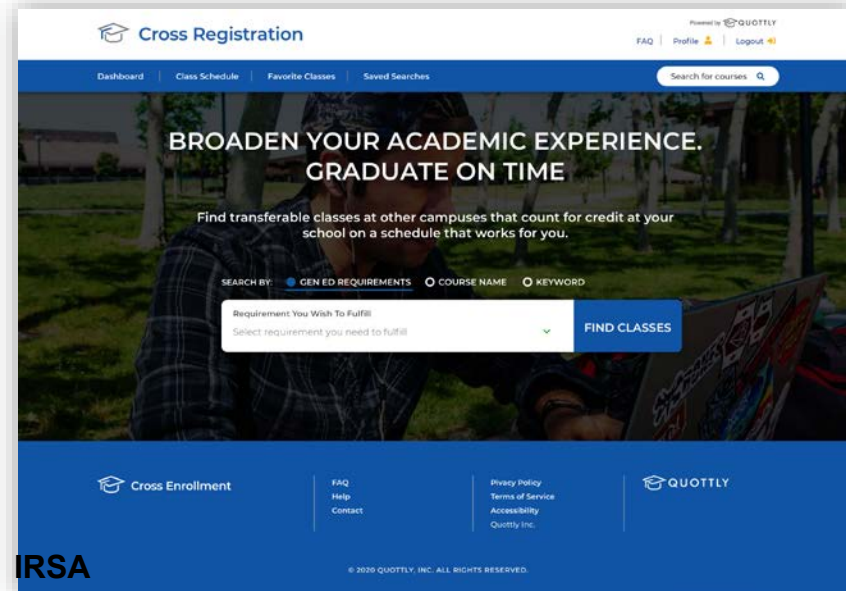
# The Quottly Platform

A configurable, expandable solution to meet evolving needs



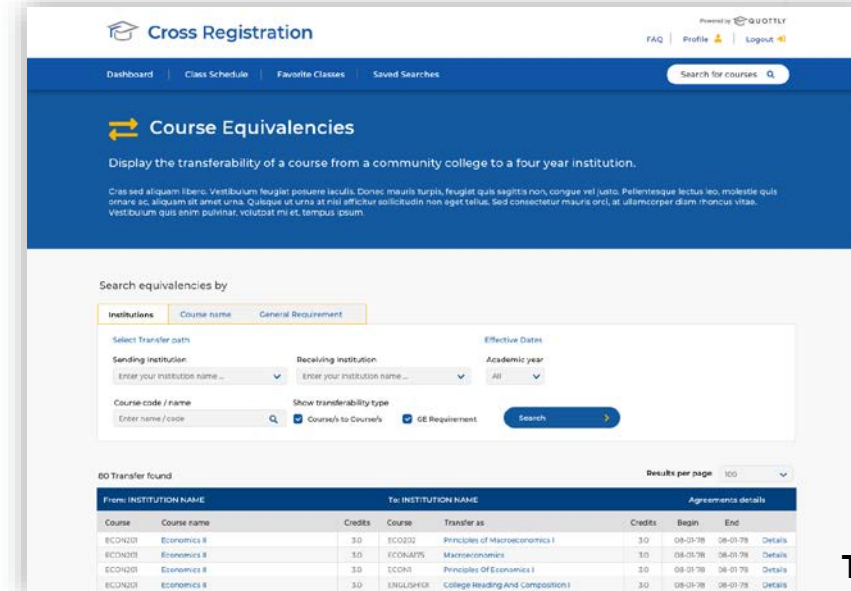
## Cross Registration

- ✓ **Unify** the course discovery and registration experience across all campuses.
- ✓ **Enable** real-time, one-click cross campus registration to help students **graduate on-time**.



## Transfer Equivalency

- ✓ **Guide** students with program and course transferability information.
- ✓ **Automate** and streamline course change evaluation and articulation approval.



# The Quottly Platform (cont.)

A configurable, expandable solution to meet evolving needs



## Programs and Certificates

- ✓ **Guide** student discovery of system-wide programs, certificates and campuses.
- ✓ **Integrate** seamlessly with cross registration and pathways functionality.



## Pathways

- ✓ **Provide** course schedules and a progress dashboard to help keep students on their pathways.
- ✓ **Help** students find, clarify and choose their pathways

**Cross Enrollment**

Explore Programs and Certificates  
Find the program that puts you where you want to be in the future.

Program Level: Bachelor's, Time to Degree: 4 Years, Instruction Method: All, Campus: All

Keyword: Accounting

**10 results**

Degree	Level	Institution	Method	Details
Business Administration (Accounting)	BS	CSU Bakersfield	In person	<a href="#">View Program</a>
Economics (Accounting)	BS	CSU Bakersfield	In person	<a href="#">View Program</a>
Business Administration (Accounting)	BS	CSU Chico	In person	<a href="#">View Program</a>
Business Administration (Accounting)	BS	CSU Dominguez Hills	In person	<a href="#">View Program</a>
Business Administration (Accounting)	BS	CSU East Bay	In person	<a href="#">View Program</a>
Business Administration (online degree completion) (Accounting)	BS	CSU East Bay	Online	<a href="#">View Program</a>
Business Administration (Accounting and Business Analytics)	BA	CSU Fullerton	Online	<a href="#">View Program</a>
Accountancy (Accounting Information Systems)	MS	CSU San Diego	Online	<a href="#">View Program</a>
Accounting	AS	Cabrillo CC	Online	<a href="#">View Program</a>

**Cross Enrollment**

Accounting

3 of 150 Credits to Graduation

Fall 2019, Spring 2020, Fall 2020, Spring 2021

Course	Prerequisites	Matching Courses Available
MGMT 111: Intro to Decision Making in Management	In progress (7-10 Nov to 12-15 Nov)	10 matching courses available
CQS 112: Intro to Management	Not started (1-15 Nov to 4-12 Nov)	10 matching courses available
CQS 111: Computer Tools for Management	In progress (8-22 Nov to 10-27 Nov)	12 matching courses available
MATH 220: Intro to Statistics	In progress (8-27 Nov to 12-10 Nov)	12 matching courses available
ECON 162: Microeconomics	Completed (8-27 Nov to 12-10 Nov)	12 matching courses available
HUM 112: Humanities	In progress (8-27 Nov to 12-10 Nov)	12 matching courses available
BLS 111: Legal Environment of Business	10 matching courses available	
CQS 511: Advanced Computer Tools for Mgt	12 matching courses available	
MIS 311: Information Systems and Applications	12 matching courses available	
ACCT 291: Financial Accounting	12 matching courses available	
Liberal Arts Elective	Choose an Elective Class	
Liberal Arts Elective	Choose an Elective Class	
Liberal Arts Elective	Choose an Elective Class	
Liberal Arts Elective	Choose an Elective Class	

# Quottly Difference

## Unified course / program discovery, registration and transfer equivalency

Comprehensive platform that grows with your needs



**One-click  
registration**



**Course Sharing /  
Transfer**



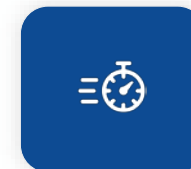
**SIS-integration**



**Credit transfer rules**  
(known and predicted)



**Flexible revenue  
models**

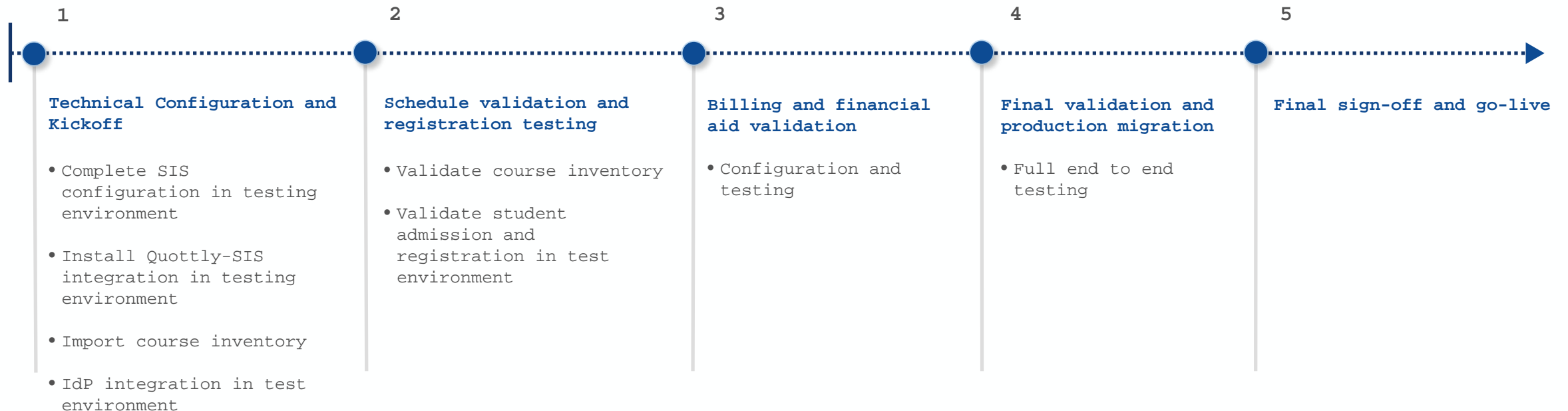


**Quick  
Implementation**



# Easy implementation is a key feature of our platform

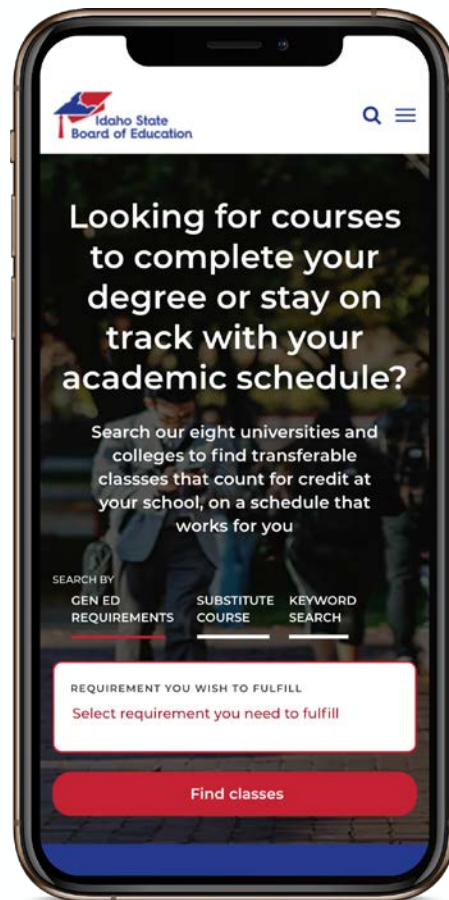
- Minimal impact to existing A&R, Financial Aid, and Bursar processes
- Integrate with both major SISes (Banner, Colleague, PeopleSoft, Jenzabar) and custom SISes
- Guided by hard-earned experience with other systems
- Support common use cases for public institutions





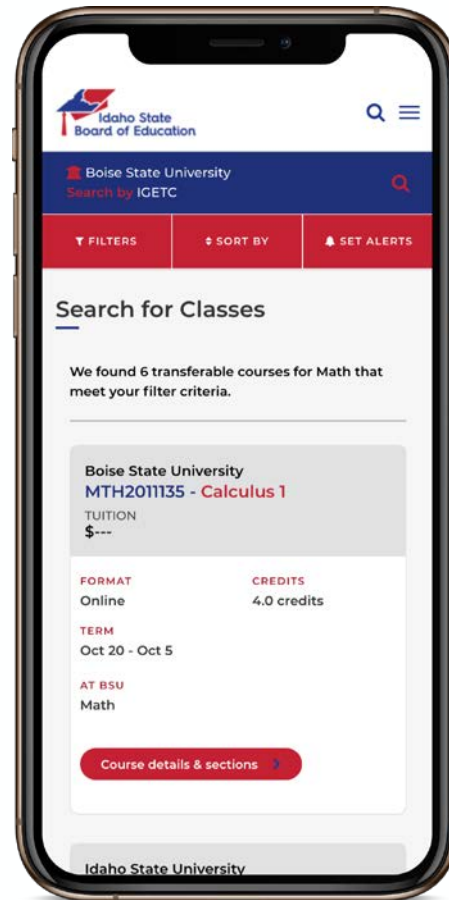
# The Student Experience

## SEARCH

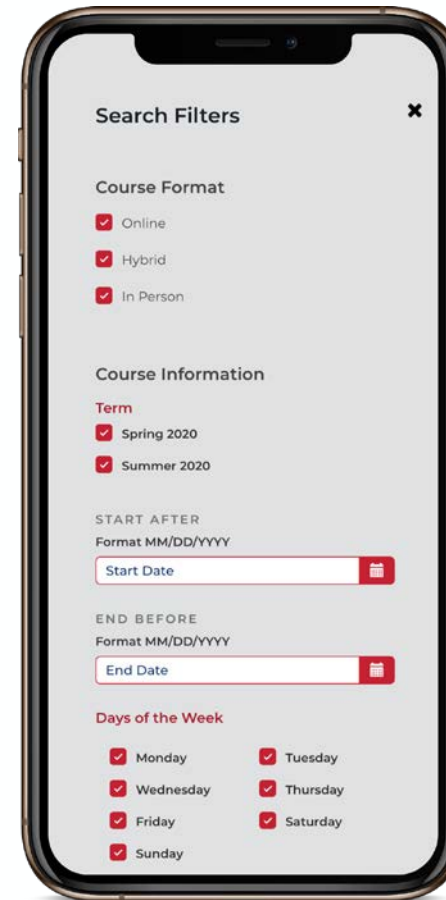


IRSA

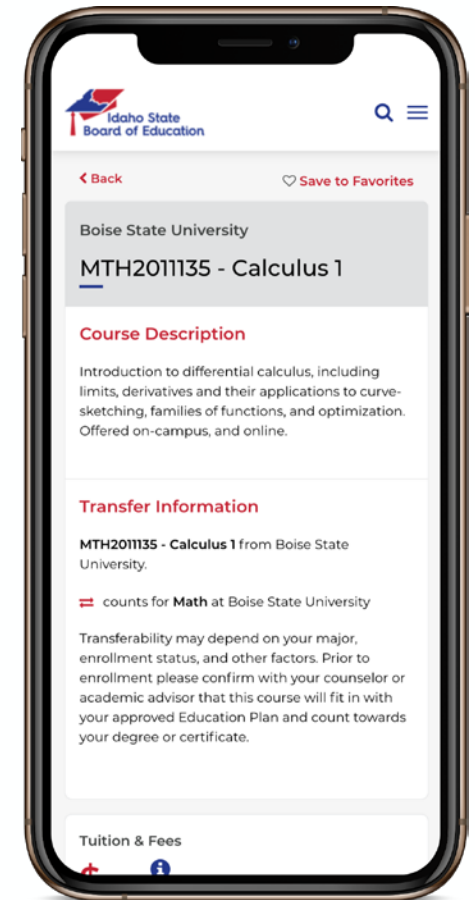
## FIND COURSES & SET ALERTS



## FILTER

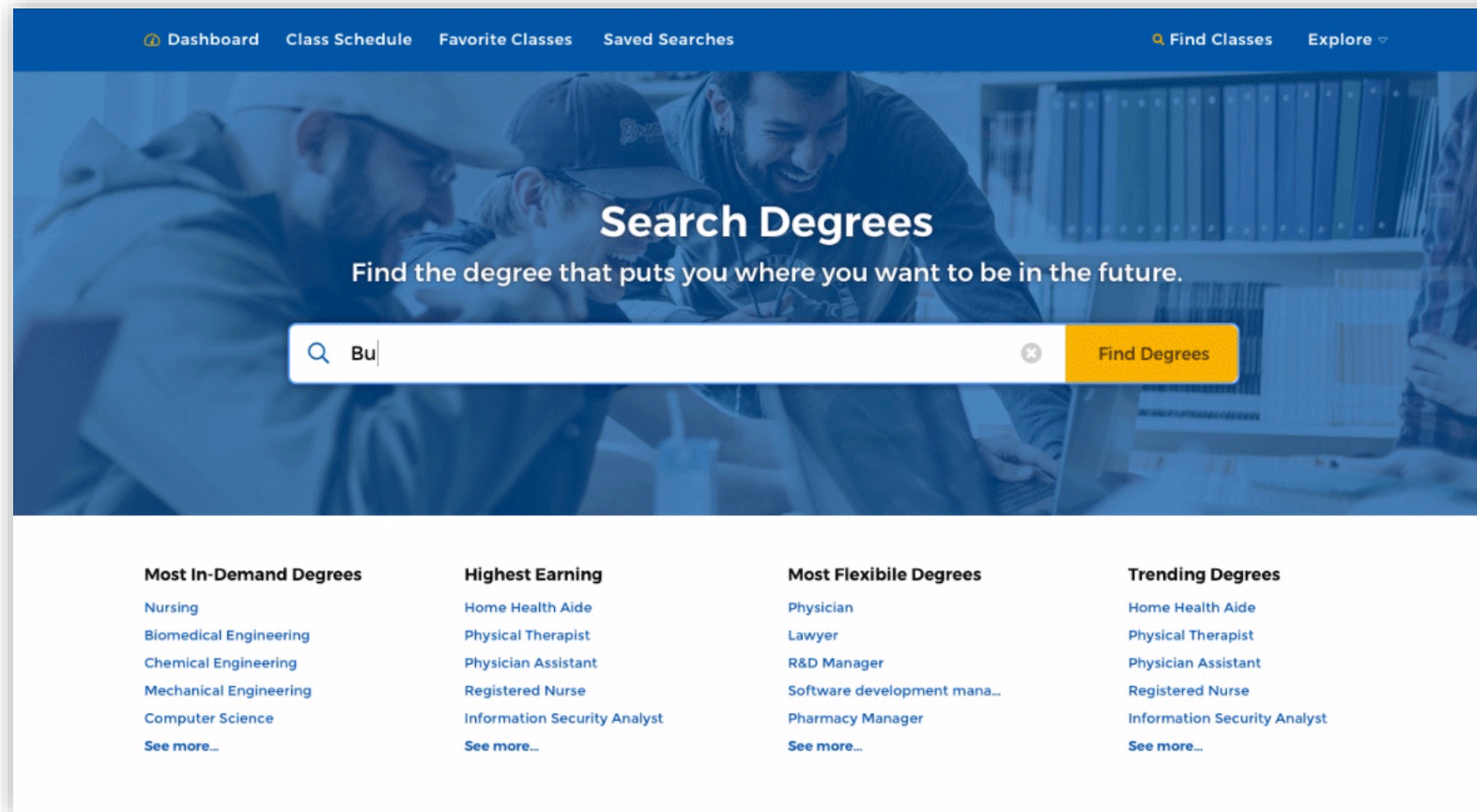


## REGISTER



TAB 5, Page 10

# Programs, Certificates and Pathways



# With Quottly, Launch 8 Campuses by Dec 31, 2020

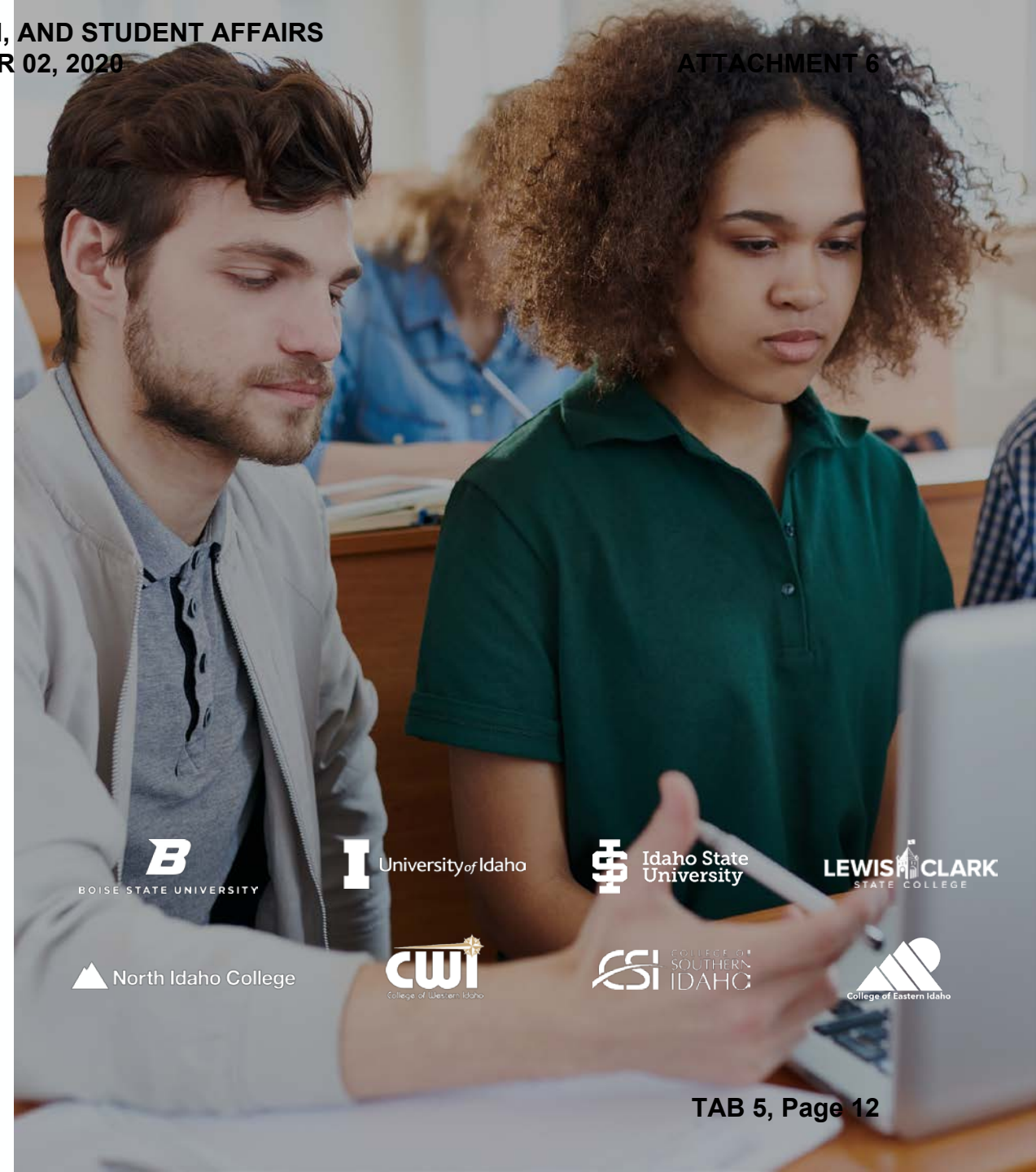


## Cross Registration



## Transfer Equivalency

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>✓ <b>Unify</b> the course discovery and enrollment experience across all pilot campuses.</li><li>✓ <b>Enable</b> real-time, one-click cross campus registration to help students <b>graduate on-time</b>.</li></ul> | <ul style="list-style-type: none"><li>✓ <b>Guide</b> students with program and course transferability information.</li><li>✓ <b>Automate</b> and streamline course change evaluation and articulation approval.</li></ul> |
|---|---|



# Proposal for Idaho Board of Education

## Overview

Deliver Idaho configured course sharing and transfer equivalency modules with one-click registration, SIS integration and automated transfer equivalency creation, search and update.

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### Phase 1

**Kick-off:** November 6

#### Deliverables

Course sharing and transfer exchange platform. Functionality includes: Idaho specific search, filters, sort, dynamic seat count, equivalency creation

#### Milestones

- Import existing Transfer data
- Train admins on Transfer Equivalency Module
- Assemble cross registration team
- Determine exchange rules
- Import course and section data

**Ready for Go Live:** December 31, 2020

### Phase 2

**Kick-off:** January 4

#### Deliverables

One-click registration, single sign-on, SIS integration, transcript evaluation, course change automated workflow

#### Colleges go live as implementations are completed

**Ready for Go Live:** April 30, 2021



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