



The State University
of New York

Project Manual

For construction contracts greater than \$20,000

Project No. D059IE Exterior Masonry Repair – Gregory Hall

15 August 2022

Set No. _____



Project: **D059IE – Exterior Masonry Repairs – Gregory Hall**

Date: August 15, 2022

Agency/Div. Code: 28180

Contract No. TBD

Bidding Documents

Section	Title	Page #
	Notice to Bidders (Form 7554-03)	NB-1 & NB-2

Information for Bidders (Form 7554-06)

1	Definitions	IB-1
2	Issuance of Bidding and Contract Documents	IB-1
3	Proposals	IB-1, IB-2
4	Examination of Bidding and Contract Documents	IB-2
5	Computation of Bid	IB-2, IB-3
6	Payment of Security	IB-3
7	Qualification of Bidders	IB-3, IB-4
8	Submission of Post-Bid Information	IB-4, IB-5, IB-6, IB-7
9	Award of Contract	IB-7, IB-8
10	Required Bonds and Insurance	IB-8, IB-9, IB-10
11	Minority and Women-Owned Business Enterprises	IB-10, IB-11
12	Equal Employment Opportunity Requirements	IB-11, IB-12
13	Executive Order 162 (EO162)	IB-12
14	Executive Order 177 (EO177)	IB-12
15	Service Disabled Veteran Owned Business Enterprises	IB-12, IB-13
16	Encouraging Use of NYS Business Businesses in Contract Performance	IB-13
17	Single Contract Responsibility	IB-13
18	Examination of Site and Conditions of Work	IB-13, IB-14
19	General Terms and Conditions	IB-14 – IB-16
20	Additional Terms and Conditions	IB-16, IB-17
21	Requirements for Construction Activities to Address Public Health & Safety	IB-17

Proposal (Form 7554-07)	Pages 1 to 6
--------------------------------	--------------

State University of New York Construction Agreement (Form 7554-09)

Summary

Article I

General Provisions

Section 1.01	Definitions	1, 2
Section 1.02	Captions	2
Section 1.03	Nomenclature	2
Section 1.04	Entire Agreement	2
Section 1.05	Successors, Assigns and Agents	2, 3
Section 1.06	Accuracy and Completeness of Contract Documents	3
Section 1.07	Organization of Contract Documents	3
Section 1.08	Furnishing of Contract Documents	3
Section 1.09	Examination of Contract Documents and Site	3

Section 1.10	Invalid Provisions	3, 4
Section 1.11	No Collusion or Fraud	4
Section 1.12	Notices	4
Section 1.13	Singular-Plural; Male-Female.....	4

Article II

Contract Administration and Conduct

Section 2.01	Consultant's Status	4, 5
Section 2.02	Finality of Decisions.....	5
Section 2.03	Claims and Disputes	5, 6
Section 2.04	Omitted Work	6
Section 2.05	Extra Work	6, 7
Section 2.06	Contractor to Give Personal Attention.....	7
Section 2.07	Employment of Workers.....	7
Section 2.08	Detailed Drawings and Instructions.....	7
Section 2.09	Contract Documents to Be Kept at Site	7
Section 2.10	Permits and Building Codes	8
Section 2.11	Surveys	8
Section 2.12	Site Conditions	8
Section 2.13	Right to Change Location	8, 9
Section 2.14	Unforeseen Difficulties.....	9
Section 2.15	Moving Materials and Equipment	9
Section 2.16	Other Contracts.....	9
Section 2.17	Inspection and Testing	9, 10
Section 2.18	Subcontractors	10, 11
Section 2.19	Shop Drawings and Samples	11, 12, 13
Section 2.20	Equivalents - Approved Equal	13, 14
Section 2.21	Patents, Trademarks and Copyrights	14, 15
Section 2.22	Possession Prior to Completion	15
Section 2.23	Completion and Acceptance	15
Section 2.24	Record Drawings	16
Section 2.25	Guarantees	16
Section 2.26	Default of Contractor.....	16, 17, 18
Section 2.27	Termination	19, 20

Article III

Time of Performance

Section 3.01	Commencement, Prosecution and Completion of Work	20
Section 3.02	Time Progress Schedule	21
Section 3.03	Time Schedule for Shop Drawings and Samples.....	21
Section 3.04	Notice of Conditions Causing Delay	21
Section 3.05	Extension of Time	21, 22
Section 3.06	Contractor's Progress Reports.....	22

Article IV

Payment

Section 4.01	Compensation to Be Paid Contractor.....	22
Section 4.02	Value of Omitted and Extra Work.....	23, 24
Section 4.03	Adjustment for Bond and Insurance Premiums	24
Section 4.04	Unit Prices	24
Section 4.05	Allowances	24, 25
Section 4.05A	Field Orders	25

Section 4.06	Deductions for Unperformed and/or Uncorrected Work	25
Section 4.07	Liquidated Damages	26
Section 4.08	Contract Breakdown	26
Section 4.09	Prompt Payment Requirements	26
Section 4.10	Progress Payments	26, 27
Section 4.11	Applications for Progress Payments	27
Section 4.12	Progress Payments for Materials Delivered to Site	27
Section 4.13	Transfer of Title to Materials Delivered to Site	27
Section 4.14	Progress Payments for Materials Stored Off Site	27, 28
Section 4.15	Withholding of Progress Payments	28, 29
Section 4.16	Lien Law	29
Section 4.17	Substitution of Securities for Retainage	29
Section 4.18	Final Payment	29
Section 4.19	Acceptance of Final Payment	29, 30
Section 4.20	Guarantee Payment	30
Section 4.21	Acceptance of Guarantee Payment	30
Section 4.22	Contractor Limited to Money Damages	30
Section 4.23	No Estoppel or Waiver	30, 31
Section 4.24	Limitation of Actions	31
Section 4.25	Electronic Payments	31, 32

Article V

Protection of Rights and Property

Section 5.01	Accidents and Accident Prevention	32
Section 5.02	Adjoining Property	32
Section 5.03	Emergencies	32
Section 5.04	Fire Safety	32, 33
Section 5.05	Risks Assumed by Contractor	33
Section 5.06	Compensation and Liability Insurance	33, 34, 35, 36
Section 5.07	Builder's Risk Insurance	36
Section 5.08	Effect of Procurement of Insurance	36
Section 5.09	No Third Party Rights	37

Article VI..... 37

Minority & Women's Business Enterprises (MWBs) / Equal Employment Opportunities (EEO) Provisions

Article VII

Provisions Required by Law

Section 7.01	Provisions Deemed Inserted	37
Section 7.02	Wage Rates	37

Article VIII..... 37-38

Vendor Responsibility

Article IX..... 38

Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Signature of Parties and Governmental Approvals	39
Acknowledgments	40
Schedule I, II, III	41
(Schedule I Unit Prices, Schedule II Allowances, & Schedule III Field Order Allowances)	

Attachments – Terms, Conditions

1. [Exhibit A Standard Contract Clauses](#)
2. [Exhibit A-1 Affirmative Action Clauses](#)

Attachments – Contractor Documentation

3. [Form 7554-10](#) - Bid Bond and Acknowledgement (*required with bid*)
4. Affirmative Action and Minority & Women Owned Business Enterprises from *SUNY Procedure Item #7557 “Participation by Minority Group Members and Women (MWBEs) with Respect to State University of New York Contract” (applies >\$100,000)*
 - a. [Form 7557-121b](#) – MWBE Prospective Bidders Notice
 - b. [Form 7557-107](#) - M/WBE Utilization Plan (*required within seven days of the bid*)
 - c. Contractor’s EEO Policy Statement or [Form 7557-104](#) (*required within 7 days of the bid*)
 - d. [7557-108](#) - M/WBE-EEO Work Plan or EEO Staffing Plan (*required within 7 days of the bid*)

Note: In accordance Procedure Item #7557 MWBE Utilization Plans, EEO policy statements and EEO Work Plans are due within seven days of submittal of the bid.

5. Service Disabled Owned Business Enterprise from *SUNY Procedure Item #7564 “Participation by Service-Disabled Veteran-Owned Business (SDVOBs) with Respect to State University of New York Contracts” (applies >\$100,000)*
 - a. [Form 7564-121b](#) – SDVOB Prospective Bidders Notice
 - b. [Form 7564-107](#) - SDVOB Utilization Plan (*required within seven days of the bid*)

Attachments –Additional Contractor Documentation (required after bid opening from the low bidder)

6. State Finance Law §§139-j and 139-k from *SUNY Procedure Item #7552 “Procurement Lobbying Procedure for State University of New York” (applies >\$15,000)*
 - a. [Form A](#) - Summary: Policy and Procedure of the State University of New York Relating to State Finance Law §§139-j and 139-k
 - b. [Form B](#) - Affirmation with respect to State Finance Law §§139-j and 139-k
 - c. [Form C](#) - Disclosure and Certification with respect to State Finance Law §§139-j & 139-k
7. Bidder’s Certifications (State Finance Law §139-l, Non-collusive bidding, Executive Order 177) from *SUNY Procedure Item #7554 “Construction Contracting Procedures*
 - a. [Form 7554-20](#) Bidder’s Certifications
8. Procurement Forms from *SUNY Procedure Item #7553 “Purchasing and Contracting (Procurement)*
 - a. [Form I](#) Omnibus Procurement Act of 1992 (*applies >\$1,000,000*)
 - b. [Form II](#) Omnibus Procurement Act of 1992, Out of state firms (*applies >\$1,000,000*)
 - c. [Form XIII](#) Public Officers Law Compliance
9. Bonds and Certificate of Insurance from *SUNY Procedure Item #7554 “Construction Contracting Procedures*
 - a. [Form 7554-11](#) Labor & Materials and Performance Bonds (*applies >\$50,000*)
 - b. [Form 7554-12](#) Certificate of Insurance (*applies to all contracts*)
 - c. NYS Workers Compensation and Disability Insurance (*applies all contracts*)

10. Vendor Responsibility
 - a. OSC's [VendRep - Online System](#) or [Link to paper forms](#) (form applies \geq \$100,000)
11. NYS Labor Law, Section 220-a
 - a. [Form 7554-13](#)
 - i. Form AC 2947, Prime Contractor's Certification
 - ii. Form AC 2948, Subcontractor's Certification
 - iii. Form AC 2958, Sub-subcontractor's Certification

Attachments – Additional Forms (Required during Construction)

1. Fredonia Inspection Request Form
2. Fredonia Hot Work Program with Checklist and Temporary Hot Work Permit

Technical Specifications

Division 1 - General Requirements (Form 7554-08)

Section A - Description of Work.....	0100-1
Section B - Alternates.....	0100-1
Section C - Special Conditions.....	0100-1 - 0100-10
1. Time Progress Schedule	
2. Cutting and Patching	
3. Clean-Up	
4. Temporary Access and Parking	
5. Field meetings	
6. Operating Instructions and Manuals	
7. Utility Shutdowns and Cut Overs	
8. Temporary Power for Construction Activities	
9. Sanitary Facilities	
10. Temporary Heat	
11. Temporary Light	
12. Temporary Water for Construction Purposes	
13. Conducting Work	
14. Safety and Protective Facilities	
15. Protection of Existing Structures, Vegetation and Utilities	
16. Abbreviations and References	
17. Use of Elevators	
18. Salvage of Materials	
19. Storage of Materials	
20. Shop Drawings and Samples	
21. U.S. Steel	
22. Non-Asbestos Products	
23. Material Safety and Data Sheet	
24. Architect's/Engineer's Seal	
25. Construction Permit	
26. Other Contracts	
27. Asbestos	
28. COVID-19 Contractor Requirements and Guidance for Construction Jobsites	

29. Modifications to the Payment Provisions of the Agreement

30. Wage Rates and Supplements – **PRC # 2022010549**

SECTION 010000.1 Suppl. Provisions to Fredonia Division 1 Gen. Requir.	010000.1-1 – 010000.18
SECTION 022600 – Hazardous Material Assessment	022600-1
SECTION 024119 – Selective Demolition	024119-1 – 024119-2
SECTION 025750 – Restoration of Surfaces	025750-1 – 025750-3
SECTION 030130 – Maintenance of Cast-In-Place Concrete	030130-1 – 030130-3
SECTION 040120.64 – Brick Masonry Repointing & Repair	040120.64-1 – 040120.64-6
SECTION 040140.62 – Stone Repointing	040140.62-1 – 040140.62-4
SECTION 042100 – Brick Masonry (Cavity Wall)	042100-1 – 042100-7
SECTION 044500 – Cut Stone Veneer	044500-1 – 044500-5
SECTION 057300 – Decorative Metal Railings	057300-1 – 057300-9
SECTION 079200 – Joint Sealants	079200-1 – 079200-8

APPENDIX

Pre-Renovation Asbestos-Containing Materials, Lead-Based Paint, & Exterior PCB-Containing Materials Inspection Report (44 pages)

List of Drawings

Cover Sheet

Code Data, Structural Design Data, and General Notes G-2

Key Plan, Construction Notes, and Reference Photos A-1

Building Elevations A-2

Building Elevations A-3

Building Elevations A-4

Building Elevations A-5

Typical Masonry Details A-6

Ramp – Enlarged Plan, Elevations, Section, Reference Photos A-7

Ramp – Sections and Details A-8

Enlarged Entrance Elevation, Details and Reference Photos A-9

Notice to Bidders and Newspaper Advertisement

SUNY Fredonia will receive sealed bids for project number **D059IE** titled **Exterior Masonry Repairs - Gregory Hall** until **10:00 AM** local time on **October 12, 2022** at the Office of Facilities Planning, located at 140 Hendrix Hall on the Fredonia campus, where such proposals will be publicly opened and read aloud in the conference room. If mailing a bid, please use the following address (*do not use 140 Hendrix Hall, as it may be delivered to the dormitory side of the building and delivery unnecessarily delayed*):
SUNY Fredonia, Office of Facilities Planning, 280 Central Avenue, Fredonia, NY 14063.

All work on this Contract is to be completed by **August 11, 2023**.

Bidding and Contract Documents may be examined free of charge at the campus (Office of Facilities Planning; 140 Hendrix Hall) and at the following locations:

Consultant's Office: Bell & Spina Architects, 1160-C Pittsford-Victor Road, Pittsford, NY 14534

Plan Room: Southern Tier Builders Association, Inc., 65 East Main Street, Falconer, NY 14733-1397
FREE online viewing available at: <http://login.onlineplanservice.com/SP/code.aspx>
Password: NYBX22-04093-D059IE

Plan Room: Dodge Data & Analytics – Subscribers Only: Online viewing available at:
www.construction.com

Plan Room: Construction Market Data (CMD Group) – Subscribers Only: Online viewing available at:
www.cmdgroup.com

Complete sets of the Contract Documents for bidding may be obtained from: Gretchen Fronczak, Capital Project Assistant at Facilities Planning, located at 140 Hendrix Hall on the Fredonia campus. If mailing a deposit check, please use the following address: SUNY Fredonia, Office of Facilities Planning, 280 Central Avenue, Fredonia, NY 14063.

Section 143 of the State Finance Law requires payment of a deposit to receive these documents. Accordingly, a deposit check (**\$49 for printed set OR \$25 for electronic copy**) made payable to SUNY Fredonia is required. Bid documents can also be purchased electronically using a credit card or bank account – Contact campus for details. Deposits less than \$50.00 are nonrefundable.

All prospective bidders must obtain official bid documents from SUNY Fredonia pursuant to SFL §143 above. This will also allow for inclusion on the project's Plan Holders List and direct receipt of any Addenda and/or Clarifications that may be issued. Bids submitted by contractors who have obtained bid forms in any other manner will be considered informal.

A pre-bid meeting and project walk-through will be held on **September 29, 2022 at 9:00 AM** with all contractors assembled in the **Conference Room #G103B located on the ground floor of the Williams**

Center on the Fredonia campus. If attendance at the above is impossible, an alternate meeting may be arranged by prior contact with the project manager; said alternate meeting must be completed no later than **October 7, 2022**; therefore, contractors must plan accordingly and allow sufficient time when scheduling the meeting since all alternate meetings will be accommodated as the project manager's schedule will allow and cannot be guaranteed. Please note that attendance at a pre-bid meeting and project walk-through has been deemed mandatory for all potential bidders on this project. All potential bidders are advised that they must sign a "Pre-Bid Site Visit Meeting Log-In Sheet" to verify that they have complied with this requirement. Failure to fulfill this requirement will disqualify the contractor's bid. Failure to attend a walk-through shall not be the cause for extra payment.

Bids must be submitted in duplicate in accordance with the instructions contained in the Information for Bidders. Security will be required for each bid in an amount not less than five (5) percent of the Total Bid.

It is the policy of the State of New York and the State University of New York to encourage minority business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate in implementing this policy. For inquiries related specifically to Minority Women-Owned Business Enterprises (MWBE) & Service-Disabled Veteran-Owned Business (SDVOB) provisions of this procurement solicitation, the designated contact is: Gretchen Fronczak, Capital Project Assistant at Facilities Planning; Phone: (716) 673-3722; Email: Gretchen.Fronczak@fredonia.edu. The MWBE Goals for this project are 18% for Certified Minority-Owned Business Enterprises (MBE) and 12% for Certified Women-Owned Business Enterprises (WBE) for an overall MWBE Goal of 30%. The Service-Disabled Veteran-Owned Business (SDVOB) Goal for this project is 6%.

The State University of New York reserves the right to reject any or all bids.

State Finance Law §§139-j & 139-k imposes certain restrictions on communications between a Governmental Entity and a Bidder during the procurement process. During the restricted period the Bidder is restricted from making contacts to other than designated contact unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The restricted period is from the earliest notice of intent to solicit offers through final award and approval of the Contract. Designated Staff is identified as follows:

Solicitation & Contractual Questions: Gretchen Fronczak, Capital Project Assistant at Facilities Planning; Phone: (716) 673-3722; Email: Gretchen.Fronczak@fredonia.edu

Technical Questions (Project Manager): Ken Schmitz, Capital Project Manager at Facilities Planning; Phone: (716) 673-3722; Email: Kenneth.Schmitz@fredonia.edu

University employees and their designated representatives are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period the Bidder is debarred from obtaining government procurement contracts.

INFORMATION FOR BIDDERS

Section 1 Definitions

All definitions set forth in the Agreement are applicable to the Notice to Bidders, Information for Bidders, and the Proposal, all of which documents are hereinafter referred to as the Bidding Documents.

Section 2 Issuance of Bidding and Contract Documents

Drawings and Specifications will be issued by the Campus upon request after payment of the deposit specified in the Notice to Bidders.

Section 3 Proposals

- (1) Proposals must be submitted in duplicate on the forms provided by the University. They shall be addressed to the University in a sealed envelope, marked with the name and address of the bidder, the title of the Project and the Project number. The University accepts no responsibility for Proposals that may be delivered by any courier or other messenger service that does not contain all of the above-noted information on the outside of a sealed envelope. Facsimile or email copies of the Proposal will not be accepted.
- (2) All blank spaces in the Proposal must be filled in and, except as otherwise expressly provided in the Bidding Documents; no change is to be made in the phraseology of the Proposal or in the items mentioned therein.
- (3) Proposals that are illegible or that contains omissions, alterations, additions or items not called for in the Bidding Documents may be rejected as informal. In the event any bidder modifies, limits or restricts all or any part of its Proposal in a manner other than that expressly provided for in the Bidding Documents, its Proposal may be rejected as informal.
- (4) Any Proposal may be considered informal which does not contain prices in words and figures in all of the spaces provided or which is not accompanied by a bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the bidder. In case of a discrepancy in the prices contained in the Proposal forms submitted in duplicate by the bidder, the Proposal form which contains the lower bid shall be deemed the bid of the bidder; provided, however, the University at its election may consider the Proposal of such bidder informal.
- (5) If the Proposal is made by a corporation, the names and places of residence of the president, secretary and treasurer shall be given. If by a partnership, the names and places of residence of the partners shall be given. If by a joint venture, the names and addresses of the members of the joint venture shall be given. If by an individual, the name and place of residence shall be given.
- (6) No Proposal will be considered which has not been deposited with the University at the location designated in and prior to the time of opening of bids designated in the Bidding and Contract Documents or prior to the time of opening as extended by Addendum.
- (7) Bids may be modified, withdrawn or canceled only in writing or by email notice received by the University prior to the time of opening of bids designated in the Bidding and Contract Documents. A

written or email notice of modification, withdrawal or cancellation shall be marked by the bidder with the name and address of the bidder, the title of the Project and the Project number. Upon receipt by the University a duly authorized employee of the University, who shall note thereon the date and time of receipt and shall thereupon attach said written or email notice of modification, withdrawal or cancellation to the envelope submitted by the bidder pursuant to subdivision (1) of this

- (8) Permission will not be given to modify, explain, withdraw or cancel any Proposal or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids, unless such modification, explanation, withdrawal or cancellation is permitted by law and the University is of the opinion that it is in the public interest to permit the same.

Section 4 Examination of Bidding and Contract Documents

- (1) Prospective bidders shall examine the Bidding and Contract Documents carefully and, before bidding, shall make written request to the Consultant (with a copy thereof to the University) for an interpretation or correction of any ambiguity, inconsistency or error therein which should be discovered by a reasonably prudent bidder. Such interpretation or correction as well as any additional Contract provision the University shall decide to include will be issued in writing by the Consultant as an Addendum, which will be sent to each person recorded as having received a copy of the Bidding and Contract Documents from the Consultant, and which also will be available at the places where the Bidding and Contract Documents are available for inspection by prospective bidders. Upon such emailing or delivery and making available for inspection, such Addendum will become a part of the Bidding and Contract Documents and will be binding on all bidders whether or not the bidder receives or acknowledges the actual notice of it. Prospective bidders are responsible for ensuring that all addenda have been incorporated into the bid. The requirements contained in all Bidding and Contract Documents shall apply to all Addenda.
- (2) Only the written interpretation or correction so given by Addendum shall be binding. Prospective bidders are warned that no trustee, officer, agent or employee of the University or the Consultant is authorized to explain or interpret the Bidding and Contract Documents by any other method, and any such explanation or interpretation, if given, must not be relied upon.

Section 5 Computation of Bid

- (1) In computing their bids, bidders are not to include the sales and compensating use taxes of the State of New York or of any city and county in the State of New York for any supplies or materials which are incorporated into the completed Project as the University is exempt from such taxes.
- (2) Unit prices may be inserted in the Proposal by the University or the bidder at the discretion of the University. Any unit prices listed in the Proposal by the University are based upon the Consultant's appraisal of a fair cost for the work involved. Such listed prices will be binding upon both the bidder and the University unless the bidder wishes to change any of such unit prices by crossing out the listed unit price and inserting a revised unit price. Such revised unit price shall not be binding upon the University unless it accepts the same, in writing, before it issues a Notice of Award. In the event the Proposal contains blank spaces for unit prices or the bidder revises any stated unit price, the amount of such unit prices for additions shall not vary by more than 15 percent from the prices inserted by the bidder for deductions, and, if the variance of such prices exceeds 15 percent, the University may adjust the deduction price inserted by the bidder so that it is only 15 percent lower than the addition price inserted by the bidder. In addition, the University may adjust any unit price

filled in by a bidder to an amount agreeable to both the bidder and the University or it may reject any unit prices.

- (3) Alternates, if any, listed in the Proposal shall be accepted in the order indicated and will be used in combination with the Base Bid to determine the low bidder. Unit prices will not be used to determine the low bidder.
- (4) If a tie bid should occur the University reserves the right to use one of the following methods to determine the successful bidder. For tie bids between two contractors the University representative shall flip a coin, both affected contractors must be present for the coin toss. For tie bids between three or more contractors the University representative shall pull names from a bowl, hat or other container. The affected contractors must be present for the drawing.

Section 6 Payment of Bid Security

- (1) Each Proposal must be accompanied by the required amount of the bid security, which is 5% of the Total Bid, in the form of a bank draft or certified check, payable at sight to the University and drawn on a bank authorized to do business in the United States, or by a Bid Bond, on a form approved by the University, duly executed by the bidder as principal and having as surety thereon a surety company or companies, approved by the University, authorized to do business in the State of New York as a surety. Attorneys-in-fact who execute a Bid Bond on behalf of a surety must affix thereto a certified and effectively dated copy of their power of attorney.
- (2) The University will return, without interest, bid securities in accordance with the following procedure:
 - a. To all bidders except the apparent three (3) lowest bidders within two (2) working days after the opening of bids.
 - b. To any bidder submitting a Bid Bond as a replacement for a previously provided bank draft or certified check, within two (2) working days after the University's approval of such Bid Bond.
 - c. To the apparent three (3) lowest bidders, unless their bid security was previously returned, within two (2) working days after delivery to the University by the successful bidder of the executed Agreement and required Bonds, or within two (2) working days of the University's rejection of all bids or within two (2) working days after the expiration of forty-five (45) calendar days after the bid opening, whichever event shall occur first.
 - d. Bid Bonds, due to their nature, will not be returned.
- (3) The University reserves the right to deposit bid security drafts or checks pending final disposal of them.

Section 7 Qualifications of Bidders

- (1) A bidder must demonstrate, to the satisfaction of the University, that it has successfully completed three (3) contracts similar in size, scope and complexity to this contract within the last five (5) years.
 - a. For scope and complexity, similar work is defined as **masonry** work, of as further described

in the General Requirements, Description of Work.

- b. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
 - c. The above three projects shall be submitted on Attachment A of the Proposal (Form 7554-07), "List of Completed Similar Construction Projects" (the List). If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a Proposal may be rejected as not responsive. If requested by the University, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List. Modifications and/or explanations of the List must be received within 48 hours of receipt of the University's request.
- (2) All prospective bidders must demonstrate to the satisfaction of the University that they have the skill and experience, as well as the necessary facilities, ample financial resources, ability to manage staff and subcontractors effectively, ability to anticipate and plan construction work for optimal progress, ability to create, strive for and maintain working environments and relationships that are constructive, communicative and cooperative, organization and general reliability to do the work to be performed under the provisions of the Contract in a satisfactory manner and within the time specified.
 - (3) Each bidder must demonstrate to the satisfaction of the University that it has working capital available for the Project upon which it is bidding in an amount equal to 15 percent of the first \$100,000 of the amount of its Base Bid plus 10 percent of the next \$900,000 plus 5 percent of the remainder of its Base Bid. Working capital is defined as the excess of current assets over current liabilities. The University defines current assets as assets which can be reasonably expected to be converted into cash within a year, and current liabilities as debts which will have to be paid within a year.
 - (4) The University may make such investigation as the University deems necessary to determine the ability of any bidder to perform the Work. Bidders shall furnish to the University all information and data required by the University, including complete financial data, within the time and in the form and manner required by the University. The University reserves the right to reject any bid if the evidence submitted by or an investigation of such bidder fails to satisfy the University that such bidder is properly qualified to carry out its obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
 - (5) At the time of the bid opening, all bidders and subcontractors, domestic and foreign, must be in compliance with New York State business registration requirements. Contact the NYS Department of State regarding compliance.

Section 8 Submission of Post-Bid Information

- (1) Within forty-eight (48) hours after the opening of bids, each of the apparent three lowest bidders, unless otherwise directed by the University or otherwise provided in the Bidding and Contract Documents, shall submit to both the University and the Consultant:
 - a. Evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the bidder's CCA-2 is current and certified in the New York State VendRep System

(VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the University.

The University recommends that vendors file the required CCA-2 online via the VendRep. To enroll in and use the VendRep, see the VendRep Instructions at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep online at <https://portal.osc.state.ny.us>. To request assistance, contact the Office of the State Comptroller's ("OSC") Help Desk at 866-370-4672 or 518- 408-4672 or by email at ciohelpdesk@osc.state.ny.us.

The paper format CCA-2 and accompanying definitions are available on the OSC website at the following location: http://www.osc.state.ny.us/vendrep/forms_vendor.htm

- b. A working plan and schedule showing clearly, in sequence and time-scale, all significant activities of the work. The working plan and schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates for the anticipated time of commencement and completion of the work and its significant phases and activities and the interrelationship between such significant activities and other items pertinent to the work. This requirement is in addition to and not a substitute for the schedule requirements of section 3.02 (Time Progress Schedule) of the Agreement. Although the working plan and schedule submitted shall not be used in determining the lowest responsible bidder, failure to submit the working plan and schedule may result in the rejection of the Proposal as not responsive.
- c. The names and addresses of the bidder's proposed subcontractor for the Asbestos Abatement work of any value, and proposed subcontractors for Electrical Work, the Heating, Ventilating and Air-Conditioning Work and the Plumbing Work for each of said work categories valued at \$100,000 or more.
 - i. For each proposed subcontractor named, provide a completed "List of Completed Similar Construction Projects (the List)." If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a proposed subcontractor may be rejected. If requested by the University, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List; modifications and/or explanations of the List must be received promptly after receipt of the University's request.
 - ii. Only one proposed subcontractor should be named for each of such trades. Proposed subcontractors of the bidder may not be changed except with the specific written approval of the University.
 - iii. The naming of the bidder itself for any of such work is not acceptable and may result in rejection of the bidder unless the bidder can demonstrate to the University that it has successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.
 - iv. The bidder will be required to establish, to the satisfaction of the Consultant and the

University, the reliability and responsibility of each of their said proposed subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to each of such proposed subcontractors' respective trades. By submission of the "List of Completed Similar Construction Projects," a proposed subcontractor must be able to demonstrate that they have successfully completed or substantially completed three (3) contracts similar in size, scope and complexity for the designated work within the last five (5) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the University.

- v. For each of the proposed subcontractors, the bidders must submit to the University, within seven (7) calendar days after the bid opening, evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the subcontractor's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the University.
 - vi. In the event that the University and the Consultant reject any of said proposed subcontractors, the bidder, within two (2) working days after receipt of notification of such rejection, shall again submit to the University and the Consultant the name of another proposed subcontractor in place of the one rejected and it will be required to establish to the satisfaction of the University and the Consultant the reliability and responsibility of said proposed subcontractor; When naming another proposed subcontractor, the bidder must promptly submit the proposed subcontractor's completed "List of Completed Similar Construction Projects" and their completed CCA-2.
 - vii. The bidder will not be permitted to submit another proposed subcontractor if it designated itself for any of the aforesaid categories of work.
 - viii. Proposed subcontractors of the bidder, approved by the University and the Consultant, must be used on the work for which they were proposed and approved and they may not be changed except with the specific written approval of the University.
 - d. A breakdown of the amount of the bidder's Proposal. Such breakdown shall be prepared in accordance with industry standards. No bidder shall be barred from revising, in the Contract breakdown required under the provisions of Section 4.08 of the Agreement, the various amounts listed in the bid breakdown required under the provisions of this Section. The amount set forth in said bid breakdown will not be considered as fixing the basis for additions to or deductions from the Contract consideration.
- (2) Except for Contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, unless otherwise directed by the University, the three low bidders shall submit to the University for its approval, a Minority and Women-owned Business Enterprise Utilization Plan ([Form 7557-107](#)).
 - (3) Except for contracts of \$100,000 or less, within seven (7) calendar days after the opening of bids, the three low bidders shall submit to the University for its approval, an Equal Employment Opportunity Statement and EEO Staffing Plan ([Form 7557-108](#)) to ensure equal employment opportunities without discrimination because of race, creed, color, sex or national origin. Such Statement and plan should demonstrate the bidder's intent to comply with the provisions of Article VI of the Agreement.

The EEO plan should include the methods that the bidder will use to address nondiscrimination and affirmative action so that minorities and women will be included in the work force. The Equal Employment Opportunity ("EEO") Policy Statement that shall contain, but not necessarily be limited to, a provision that the bidder, as a precondition to entering into a valid and binding Contract with the University, shall during the performance of the Contract, agree to the following:

- a. It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group membership and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on the Contract.
 - b. It shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. At the request of the University, it shall request each employment agency, labor union or authorized representative of workers, with which it has collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the bidder's obligations herein.
 - d. After the award of the contract, it shall submit to the University a work force utilization report, in a form and manner required by the University, of the work force actually utilized on the Contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the University.
- (4) The above information and such other information as the University or the Consultant may request or obtain will be used by the University in determining the reliability and responsibility of the bidder and any proposed subcontractors. Each bidder must comply promptly with all requests by the University and the Consultant for information and must actively cooperate with the University and the Consultant in their efforts to determine the qualifications of the bidder and any proposed subcontractors. Failure to comply with the latter may result in the rejection of the Proposal as not responsive. All information required to be furnished to the University under this Section shall be sent to the State University at {insert address or email address}.

Section 9 Award of Contract

- (1) The award of the Contract shall be made to the bidder submitting the lowest bid that is responsive to the solicitation and who, in the sole opinion of the University, is qualified to perform the work. The University shall determine the lowest bid by adding to or deducting from the Base Bid of the bidders the additive or deductive alternates, if any, the University elects to accept after the opening of the Proposals. Alternates will be accepted in the order they are set forth in the Proposal. The unit prices set forth in the Proposal for additions to or deductions from the work shall not be considered in determining the lowest bid.

The lowest base bid shall not exceed the amount of funds then estimated by the University as available to finance the contract. If the lowest bidder exceeds such amount, the University may reject all bids, or may award the contract on the base bid combined with deductive alternates applied in the order they are set forth in the Proposal as produces the net amount which is within the available funds.

- (2) The right is reserved, if, in the University's judgment, the public interest will be promoted thereby, to reject any or all Proposals, to waive any informality in any Proposal received or to afford any bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity. Without limiting the generality of the foregoing:
 - a. A Proposal may be rejected as not responsive if the bidder fails to furnish the required bid security or to submit the data required with or after its Proposal and this Information for Bidders.
 - b. A Proposal may be rejected as not responsive if the bidder cannot show to the satisfaction of the University: (i) that it has the necessary qualifications and capital; or (ii) that it owns, controls or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract and thereafter to prosecute and complete the work at the rate, or within the time specified; or (iii) that it is not already obligated by the performance of so much other work as is likely to delay the commencement, prosecution or completion of the work contemplated by the Contract.
 - c. A Proposal will be rejected as not responsive if it does not provide for the completion of the work by the date of completion specified in the Proposal.
- (3) The University also expressly reserves the right to reject any Proposal as not responsive if, in its opinion, considering the work to be performed, the facts, as to the bidder's business or technical organization, plant, financial and other sources of business experience compared with the work bid upon, justify rejection.
- (4) The award of the Contract shall not be construed as a guarantee by the University that the plant, equipment and the general scheme of operations and other data submitted by the bidder with or after its Proposal is either adequate or suitable for the satisfactory performance of the work.

Section 10 Required Bonds and Insurance

- (1) Unless otherwise agreed to by the University, within ten (10) working days after the receipt of Letter of Intent, the Contractor shall procure, execute and deliver to the University and maintain, at its own cost and expense:
 - a. A Performance Bond and a Labor and Material Bond, both of which bonds shall be on the form prescribed by the University and in an amount not less than 100 percent of the total amount of the Contract awarded to the Contractor by the University said bonds must be issued by a surety company approved by the University and authorized to do business in the State of New York as a surety.
 - b. Attorneys-in-fact who execute said Bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their power of appointment.

- (2) Prior to the commencement of work the Successful Bidder will provide, at its sole cost and expense, Certificates of Insurance in accordance with Section 5.06 and 5.07 of the Construction Agreement, which shall remain in force throughout the term of the agreement, or any extension thereof. Such Certificates of Insurances shall be from an insurance company licensed by the New York State Department of Insurance with a rating of at least "A-" as published with Standard & Poor's, and a liability insurance policy with limits no less than *\$2,000,000 each occurrence; \$2,000,000 general aggregate; and products/completed operations with an aggregate limit of \$2,000,000*. If during the term of the policy, the carrier's rating falls below "A-", the liability insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State of New York. Such policies shall name the STATE UNIVERSITY OF NEW YORK as an additional insured. The policy shall designate the State University of New York as the loss payee and shall contain a provision that the State University of New York shall receive at least thirty (30) days' notice prior to material change, cancellation or expiration of any such policy.
- (3) **Workers Compensation Insurance & Disability Benefits Coverage**
All employees of the Successful Bidder shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage for all work related to the resultant contract. Such policies shall name the STATE UNIVERSITY OF NEW YORK as an additional insured and are to be written by recognized and well-rated insurance companies authorized to transact business in the State of New York. The Successful Bidder shall deliver certificates of such coverage, or proof that such coverage is not required, in the required format, as required by the Workers' Compensation Board, to the following when the agreement is signed by the parties and thereafter not less than thirty (30) days prior to material change or cancellation of such coverage.
- (4) Proof of insurances with the specific coverage and limits required in Article V of the Agreement. Acceptable documents are:
- Proof of NYS Worker's Compensation is only accepted on the C-105.2 or U-26.3 form.
 - Proof of Disability insurance is only accepted on the DB-120.1 form. Use the link below for a description of the required forms for Workers Compensation and Disability:
<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/G.htm>
 - All other proof of insurance must be on the Acord 25 Certificate of Liability Insurance form.
- (5) A 120-day schedule
- After receipt of the Letter of Intent but before receipt of the Contract is Awarded, the Contractor, unless otherwise directed by the University, shall update the working plan and schedule previously submitted in accordance with the Information for Bidders to define the contractor's planned operations during the first 120 days and submit it to the University and the Consultant for their acceptance. The updated working plan and schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates. When updated, such plan and schedule shall be sufficiently detailed to show clearly, in sequence, all salient features of the work of each trade including: the anticipated time of commencement and completion of such work and the interrelationship between such work, submission of Shop Drawings and Samples for approval, approval of Shop Drawings and Samples, placing of orders of materials, fabrication and delivery of materials, installation and testing of materials, contiguous or related work under other contracts, and other items pertinent to the work. The Notice to Proceed may be withheld

until this schedule is received and is deemed responsive to the project requirements.

- b. After Contract Award, but before processing second progress payment application, the Contractor, unless otherwise directed by the University, shall submit to the University and the Consultant for their acceptance its proposed working plan and project time schedule for all the work covered by the Contract, and shall include activities for preparation and submission of all Shop Drawings and Samples. Said proposed working plan and schedule shall be prepared in accordance with the form and requirements set forth in the preceding paragraph.

Section 11 Minority and Women-Owned Business Enterprises

- (1) Pursuant to New York State Executive Law Article 15-A, the University recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises and the employment of minority group members and women in the performance of University contracts.
- (2) For purposes of this solicitation, the University hereby establishes an overall goal of **30%** for MWBE participation, **18%** for Minority-Owned Business Enterprises ("MBE") participation and **12%** for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). For additional information please refer to the MWBE requirements outlined in the Prospective Bidders Notice ([Form 7557-121b](#)) and Exhibit A-1.
- (3) For guidance on how the University will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.
- (4) Please note the forms identified in the Prospective Bidders Notice ([Form 7557-121b](#)) must be submitted within seven days of the bid opening. Required forms include the MWBE-EEO Policy Statement ([Form 7557-104](#) or equivalent), the MWBE Utilization Plan ([Form 7557-107](#)) and the EEO Staffing Plan ([Form 7557-108](#)).
- (5) Upon contract award and prior to contract execution the selected awardee will enter its Statewide Utilization Management Plan (SUMP) and document its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence through the New York State Contract System, which can be viewed at: <http://ny.newnycontracts.com>, provided however, that the selected awardee may arrange to provide such evidence via a non-electronic method by contacting the SUNY Office of Diversity, Equity, and Inclusion.
- (6) Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the University. The University will review the submitted MWBE Utilization Plan and advise the Bidder of the University's acceptance or issue a notice of deficiency within 30 days of receipt.
- (7) If a notice of deficiency is issued, Awardee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to SUNY [address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by SUNY to be inadequate, SUNY shall notify the Awardee and direct the Awardee to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on [Form 7557-114](#). Failure to file the waiver form in a timely manner may be

grounds for disqualification of the bid or proposal.

SUNY may disqualify a Bidder as being non-responsive under the following circumstances:

- i. If a Bidder fails to submit a MWBE Utilization Plan;
- ii. If a Bidder fails to submit a written remedy to a notice of deficiency;
- iii. If a Bidder fails to submit a request for waiver; or
- iv. If SUNY determines that the Bidder has failed to document good faith efforts.

Section 12 Equal Employment Opportunity Requirements

- (1) Pursuant to Article 15 of the Executive Law (the "Human Rights Law"), and all other State and Federal statutory and constitutional non-discrimination provisions, the Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, military status, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, domestic violence victim status, familial status or marital status. The Bidder shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. The Bidder will state in all solicitations or advertisements for employees that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination.
- (2) The Bidder will undertake, or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, if awarded a Contract pursuant to this solicitation, will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force during its legal engagement with SUNY.
- (3) By submission of a bid or proposal in response to this solicitation, the Bidder agrees with all of the terms and conditions of SUNY Exhibit A including Clause 12 - Equal Employment Opportunities for Minorities and Women and acknowledges that, if the Bidder is awarded a Contract, The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.
- (4) The Bidder further agrees, where applicable, to submit with the bid a staffing plan ([Form 7557-108](#)) identifying the anticipated work force to be utilized on the Contract and, if awarded a Contract, will, upon request, submit to SUNY a workforce utilization report identifying the workforce actually utilized on the Contract if known. Forms are available in SUNY Procurement Policies and Procedures Document 7557 online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings

as allowed by the Contract.

Section 13 Executive Order 162 (EO162)

- (1) Governor Cuomo's Executive Order 162 requires state contractors to disclose data on the gender, race, ethnicity, job title, and salary of employees performing work on state contracts.
- (2) Bidder agrees to submit Workforce Utilization Report ([Form 7557-110](#)) and to require the same information to be submitted by any of their subcontractors on the state contract, in such format as shall be required by SUNY on a monthly basis for all construction contracts and quarterly basis for all other contracts during the term of the contract. Empire State Development has provided specific details on this requirement at <https://esd.ny.gov/doing-business-ny/mwbe/mwbe-executive-order-162>.

Section 14 Executive Order 177 (EO177)

- (1) The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status.
- (2) The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.
- (3) Generally, the Human Rights Law applies to: (i) all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment; (ii) employers with fewer than four employees in all cases involving sexual harassment; and (iii) any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.
- (4) In accordance with Executive Order No. 177, prior to contract award, selected Awardee must submit a certification that it does not have institutional policies or practices that fail to address harassment and discrimination as described above. SUNY is electing to obtain the certification with the bid documents to avoid unnecessary delay in the contract award process. All Bidders must sign and submit the certification attached to this IFB, SUNY [Form 7554-20](#).

Section 15 Service Disabled Veteran Owned Business Enterprises

- (1) Consistent with the State University of New York's commitment to, and in accordance with, Article 17-B of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Service Disabled Veteran-Owned Business in SUNY's MWBE Program. The requirements apply to contracts in excess of \$100,000.
- (2) To ensure that SDVOB Enterprises are afforded the opportunity for meaningful participation in the performance of the University's contracts, and to assist in achieving the SDVOB Act's statewide goal for participation on state contracts the University hereby establishes an overall goal of 6% for SDVOB participation for this solicitation.

- (3) For additional information please refer to the SDVOB requirements outlined in the Prospective Bidders Notice ([Form 7564-121b](#)). Please note the SDVOB Utilization Plan ([Form 7564-107](#)) must be submitted within seven days of the bid opening.

Section 16 Encouraging Use of New York State Business Businesses in Contract Performance

- (1) New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.
- (2) Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.
- (3) Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.
- (4) Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.
- (5) Information on the availability of New York State subcontractors and suppliers is available from: New York State Department of Economic Development, Procurement Assistance Unit, One Commerce Plaza, Albany, New York 12245, Phone: (518) 474-7756, Fax: (518) 486-7577.

Section 17 Single Contract Responsibility

This is a single bid general construction project. The Contractor submitting the bid is responsible for all work associated with this Project.

Section 18 Examination of Site and Conditions of Work

- (1) A pre-bid meeting and project walk-through will be held on **September 29, 2022 at 9:00 AM** with all contractors assembled in the **Conference Room #G103B located on the ground floor of the Williams Center on the Fredonia campus**. If attendance at the above is impossible, an alternate meeting may be arranged by prior contact with the project manager; said alternate meeting must be completed no later than **October 7, 2022**; therefore, contractors must plan accordingly and allow sufficient time when scheduling the meeting since all alternate meetings will be accommodated as

the project manager's schedule will allow and cannot be guaranteed. Please note that attendance at a pre-bid meeting and project walk-through has been deemed mandatory for all potential bidders on this project. All potential bidders are advised that they must sign a "Pre-Bid Site Visit Meeting Log-In Sheet" to verify that they have complied with this requirement. Failure to fulfill this requirement will disqualify the contractor's bid. Failure to attend a walk-through shall not be the cause for extra payment.

- (2) Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor on the project. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. To the extent possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Section 19 General Terms and Conditions

- (1) The following items will be incorporated into, and made part of, the formal agreement: (1) the University's Invitation for Bid; (2) the Successful Bidder's proposal; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses; and, (5) Forms A and B Procurement Lobbying Forms.
- (2) In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) Forms A and B Procurement Lobbying Forms, (3) the Agreement; (4) this IFB; and (5) the Successful Bidder's proposal.

Section 19.1 Vendor Debriefing and Contract Award Protest Procedure

- (1) Upon being notified of their unsuccessful bids, unsuccessful bidders may request in writing a debriefing within 15 calendar days of such notice. The 15 day period starts once unsuccessful bidders are notified. Once a request is made by the bidder, the University must schedule a debriefing within a reasonable time of such request. Unless the campus and bidder mutually agree to use another method such as by telephone, video conference or another type of electronic communication the debriefing must be conducted in person with the bidder.
- (2) This procurement is subject to SUNY Procedure Item 7561, Contract Award Protest Procedure.

Section 19.2 Proposal Confidentiality

- (1) All proposals and qualifications submitted for the University's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Bidder believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed the Bidder shall submit with its proposal a separate letter to the designated contact. The letter shall specifically identify the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Bidder to submit such a letter will constitute a waiver by the Bidder of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets.

- (2) The proprietary nature of the information designated confidential by the Bidder may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable since a proposal cannot reasonably consist of all data subject to FOIL proprietary status.

Section 19.3 Information Security Breach and Notification Act

- (1) The Bidder shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). The Bidder shall be liable for the costs associated with such breach if caused by its negligent or willful acts or omissions, or the negligent or willful acts or omissions of its agents, officers, employees or subcontractors.

Section 19.4 State Finance Law §§ 139-j and 139-k

- (1) State Finance Law §§139-j and 139-k imposes certain restrictions on communications between the University and a Bidder during the procurement process. During the restricted period the Bidder is restricted from making contacts to other than designated contact unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The restricted period is from the earliest notice of intent to solicit offers through final award and approval of the Contract.
- (2) University employees and their designated representatives are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period the Bidder is debarred from obtaining government procurement contracts.

Section 19.5 State Finance Law §§ 139-l

- (1) Pursuant to N.Y. State Finance Law §139-l, every bid made on or after January 1, 2019 to the State of any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law §201-g.
- (2) N.Y. State Labor Law §201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevent policy and sexual harassment training program that employers may utilize to meet the requirements of N.Y. State Labor Law §201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.
- (3) Pursuant to N.Y. State Finance Law §139-l, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such

bid and the inclusion therein of such statement as the act and deed of the bidder.

- (4) If the bidder cannot make the required certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification. After review and consideration of such statement, SUNY may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.
- (5) All Bidders must sign and submit the certification attached to this IFB, SUNY [Form 7554-20](#).

Section 20 Additional Terms and Conditions

- (1) The terms and conditions of the State University of New York Construction Agreement (Form 7554-09) shall apply and is provided as an attachment to this IFB.
- (2) The resulting agreement shall be binding upon its execution by both parties and, if required by New York State law, upon the approval of the Attorney General and the Office of the State Comptroller.
- (3) The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required by New York State law, approved by the Attorney General and the Office of the State Comptroller.
- (4) The relationship of the Successful Bidder to the University shall be that of independent contractor.
- (5) Compliance with the post-employment restrictions of the Ethics in Government Act is required.
- (6) The submission of a proposal constitutes a binding offer to perform and provide said services.
- (7) In the event the Successful Bidder uses partners, subcontracts or subcontractors, the Successful Bidder will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this IFB. For the resulting agreement, the Successful Bidder will be the prime contractor.
- (8) The University will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to this IFB.
- (9) Public announcements or news releases regarding this IFB or any subsequent award of a contract must not be made by any Bidder without the prior written approval of SUNY.
- (10) The Successful Bidder is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offeror shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
- (11) The Successful Bidder will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Bidder will impose any liability or duty whatsoever on the University including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or

entity.

- (12) In the event the Successful Bidder is required to be reimbursed for travel, Bidder shall be reimbursed at rates not to exceed the current NYS Schedule of Allowable Reimbursable Travel Expenses. Refer to the U.S. Government Administration Rates for Travel at: <http://www.gsa.gov>
- (13) In addition, the University reserves the right to:
- a. Not accept any and all proposals received in response to this IFB, waive requirements or amend this IFB upon notification to all bidders, waive minor irregularities or adjust or correct cost or cost figures with the concurrence of the bidder if mathematical or typographical errors exist.
 - b. To terminate any resulting contract for: (1) unavailability of funds; (2) cause; (3) convenience; (4) in the event it is found that the certification filed by the Bidder in accordance with State Finance Law §§139-j and 139-k are found to be intentionally false or intentionally incomplete; and if applicable, the Department of Taxation and Finance Contractor Certification Form ST-220CA was false or incomplete. Upon such finding the University may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of the contract.
 - c. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
 - d. Contact any or all references.
 - e. Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Bidders determined to be susceptible to being selected for contract award, prior to award.
 - e. Advise Bidder of any objectionable employee(s) and/or subcontractor(s) and request their removal from the project. Such removal shall not be reasonably withheld by the Bidder.

Section 21 Requirements for Construction Activities To Address Public Health or Safety

- (1) The Bidder agrees it is responsible for complying with any and all requirements issued by federal, state or local entities, including but not limited to New York State Governor Office Executive Orders, New York State Department of Health rules, regulations and guidance, and other New York State or State University of New York laws, rules, regulations or requirements that may be issued and/or amended during the bidding and/or performance of work on this Project.
- (2) With respect to the COVID-19 pandemic, Bidder specifically acknowledges and agrees that the NYS Interim COVID-19 Guidance for Construction Projects is made a part of the contract work for this Project, as set forth in General Requirements. Bidder affirms that all costs and time associated with compliance with the current guidance are included in its bid. The current NYS Interim COVID-19 Guidance for Construction Projects for is available at the following website: <https://forward.ny.gov/industries-reopening-phase#phase-one-construction>. Notwithstanding the foregoing, Bidder agrees to comply with the Guidance as it may be amended or superseded in the future.

NAME OF BIDDER

ADDRESS OF BIDDER

PROPOSAL FOR

Project: **D059IE – Exterior Masonry Repair – Gregory Hall**

Date: _____

TO THE STATE UNIVERSITY OF NEW YORK:

1. **The Work Proposed Herein Will Be Completed Within the timeframe stated on page one of the Agreement.** In the event the bidder fails to complete such work by said date or dates, or within the time to which such completion may have been extended in accordance with the Contract Documents, the bidder agrees to pay the University liquidated damages in an amount equal to the values indicate in the Liquidated Damages Schedule below for each calendar day of delay in completing the work.

LIQUIDATED DAMAGES SCHEDULE

<u>Contract Amount</u>	<u>Liquidated Damages</u>
Under \$100,000.....	\$100/day
\$100,000-\$499,999.....	\$200/day
\$500,000-\$999,999.....	\$300/day
\$1MM-\$1,999,999.....	\$400/day
\$2MM-\$3,499,999.....	\$500/day
\$3.5MM-\$5MM.....	\$700/day
Over \$5MM (to be determined by the University in each instance)	\$ ____/day

2. The bidder hereby declares that it has carefully examined all Bidding and Contract Documents and that it has personally inspected the actual location of the work, together with the local sources of supply, has satisfied itself as to all the quantities and conditions, and understands that in signing this Proposal, it waives all right to plead any misunderstanding regarding the same.
3. The bidder further understands and agrees that it is to do, perform and complete all work in accordance with the Contract Documents and to accept in full compensation therefore the amount of the Total Bid, modified by such additive or deductive alternates, if any, as are accepted by the University.
4. The bidder further agrees to accept the unit prices, if any, set forth in paragraph (5) of this proposal, except as the same may be modified pursuant to the provisions of Section (5) of the Information to Bidders, as full payment for the amount of the credit to the University for any deletions, additions, modifications or changes to the portion or portions of work covered by said unit prices.

5. **BID CALCULATION**

a. **BASE BID** (*does not include allowances*)

\$ _____
(in numbers)

(in words)

b. **ALLOWANCES:** In accordance with the Schedule I and Section 4.05 of Agreement, the bidder further agrees to the following additions to the Base Bid:

Work or Materials Description	Amount in Words	Amount in Figures

c. **TOTAL BID** (*base bid + allowances = total bid*)

\$ _____
(in numbers)

(in words)

d. **ALTERNATES:** In accordance with Section B of the General Requirements the bidder proposes the following additions to or deductions from the Total Bid for the alternates listed below:

Alternate Number	Add / Deduct	Amount in Words	Amount in Figures

e. **UNIT PRICES:** In accordance with Section (5) paragraph (2) of the Information to Bidders and Section 4.04 of the Agreement the bidder or the University may insert unit prices for the work or materials listed below for clarification.

Work or Materials Description	Amount in Words	Amount in Figures

6. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (a) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the prices have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (c) no attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a), (b), and (c) above shall have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Campus President, or designee, or Vice Chancellor for Capital Facilities, or designee, determines that such disclosure was not made for purposes of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this Section.

7. The bidder agrees that if awarded the Contract, it will commence work within (10) calendar days after date of receipt of a fully executed Agreement and that it will fully complete the work by the date stated herein.
8. The bidder acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein.

Addendum Number	Date	Addendum Number	Date
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____

9. The bidder submits herewith bid security in an amount not less than five (5) percent of the Total Bid.

In the event that (a) the bidder's Total Bid is the lowest one submitted and the bidder does not timely provide the Post-Bid Information required by the Information for Bidders or (b) this Proposal is accepted by the University and the bidder shall refuse or neglect, within ten (10) calendar days after date of receipt of Agreement, to execute and deliver said Agreement in the form provided herein, or to execute and deliver a Performance Bond and a Labor and Material Bond in the amounts required and in the form prescribed, the bidder shall be liable to the University, as liquidated damages, for the amount of the bid security or the difference between the Total Bid of the bidder and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, otherwise the total amount of the bid security will be returned to the bidder in accordance with the provisions set forth in the Information for Bidders. The University may apply the bid security in full or partial payments, as the case may be, of said liquidated damages and in the event the bid security is less than the amount of liquidated damages to which the University is entitled, the bidder shall pay the difference, upon demand, to the University.

10. The bidder certifies that all wood products that are to be used in the performance of this Contract shall be in accordance with the Specifications and provisions of Section 167 b. of the State Finance Law which Section prohibits the purchase and use of tropical hardwoods.
11. The bidder affirms that it understands and agrees to comply with the procedures of the Fund relative to permissible contacts as required by Sections 139-j(3) and 139-j-(6)(b) of the State Finance Law.
12. The bidder certifies that all information provided or to be provided to the University in connection with this procurement is, as required by Section 139-k of the State Finance Law, complete, true and accurate.

Dated ____ / ____ / ____

Firm's Federal ID Number or
Social Security Number as applicable _____

Legal name of person, partnership, joint venture or corporation:

By _____
(signature)

Title _____

ACKNOWLEDGMENT FOR THE PROPOSAL

THE LEGAL ADDRESS OF THE BIDDER

Telephone No. _____ Facsimile No. _____

If a Corporation

Name

Address

PRESIDENT _____

SECRETARY _____

TREASURER _____

If a Partnership

Name of Partners

Address

_____	_____
_____	_____
_____	_____

If a Joint Venture

Name of Members

Address

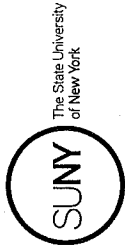
_____	_____
_____	_____
_____	_____

If an Individual

Name of Individual

Address

_____	_____
-------	-------



Attachment A – List of Completed Similar Construction Projects

Bidder Name:

Project No.: D0591E

Bidders must provide three (3) example projects completed in the past five (5) years in which the Bidder served as the prime contractor. Example projects must be of similar size, scope and complexity to the project currently being bid, as further described in the Description of Work. Each project must include the Owner/Agency, Award Date, Contract Amount, Date Completed, Contact Person, Telephone number of the contact, Architect and/or Engineer's Name, Contract Number, Contact Email, and the Project Title and a brief scope description. Reference contacts may be used to verify project size, scope, dollar value, percentages and quality of performance.

1.	Agency/Owner	Award Date	Contract Amount	Date Completed
	Agency/Owner Contact Person	Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Contact Email	Project Title & Scope	
2.	Agency/Owner	Award Date	Contract Amount	Date Completed
	Agency/Owner Contact Person	Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Contact Email	Project Title & Scope	
3.	Agency/Owner	Award Date	Contract Amount	Date Completed
	Agency/Owner Contact Person	Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Contact Email	Project Title & Scope	
Completed By:				
Phone Number: Email: Date:				

State University of New York
Construction Agreement

This Agreement (referred to alternately as "Agreement" or "Contract") made as of the [REDACTED] day of [REDACTED], 2022, for Contract Number [REDACTED] by and between STATE UNIVERSITY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, with its principal office located at State University Plaza, 353 Broadway, Albany, New York 12246, on behalf of The State University of New York at Fredonia located at 280 Central Avenue, Fredonia, NY 14063 hereinafter referred to as "University" and [REDACTED] having its principal office located at [REDACTED], and a Federal ID or Social Security No. of {insert number}, hereinafter referred to as "the Contractor."

WITNESSETH:

The parties hereto agree that the Contractor shall:

(a) furnish and perform all work of every kind required and all other things necessary to complete in the most substantial and workmanlike manner the construction of

D059IE – Exterior Masonry Repair - Gregory Hall

At SUNY Fredonia

in strict accordance with the Contract Documents; and

(b) complete all work necessary for substantial completion by **August 11, 2023** or within the time to which such completion may have been extended in accordance with the Contract Documents;

(c) in the event it fails to substantially complete all the work on time, pay to the University liquidated damages in accordance with the liquidated damages schedule listed on page one of the contractor's proposal for each calendar day of delay of substantially completing all the work; and

(d) do everything required by the Contract; subject, however, to the terms, provisions and conditions listed hereinafter.

(e) The University shall pay and the Contractor shall accept as full and complete payment for the performance of this Agreement, subject to additions or deductions as provided herein, the total contract compensation of \$ [REDACTED], (in figures), [REDACTED] (in words).

Article I
General Provisions

Section 1.01 Definitions

Where the following words and expressions are used in the Contract Documents it is understood that they have the meaning set forth as follows:

Allowance Any and all work and materials which may be required of the Contractor in performing work set forth under one or more allowances to this Agreement shall be Work, as defined herein, which shall be performed in accordance with the base schedule for the performance of the Contractor's Work. Contractor shall not be entitled to an extension of time for the performance of an allowance or all allowances.

Consultant The Architect or Engineer named in the Notice to Bidders or such other person or firm designated by the University to provide general administration of the Contract and inspection of the work.

Bidding Documents Notice to Bidders, Information for Bidders and Proposals

Bonds Performance Bond and Labor and Material Bond

State University of New York
Construction Agreement

Delay	For purposes of this document and as used herein and in any other contract documents between the Contractor and the University the word "delay" shall be interpreted broadly and shall include by way of example only and not by way of limitation: delay, disruption, interference, inefficiencies, impedance, hindrance, acceleration, resequencing, schedule impacts, lack of timeliness by the University and/or Consultant, and lack of coordination, cumulative impact of multiple change orders, delay and other impacts.
Contract or Contract Documents	The Agreement, Exhibits A and A-1, Bidding Documents, Bonds, Specifications, Project Manual, Drawings Addenda issued prior to the opening of bids and Change Orders issued after award of the Contract.
University	State University Construction University
Notice to Proceed	Written notice provided by the University to the Contractor stating the date on which the contractor can begin project work.
Project	The facility or facilities to be constructed including all usual, appropriate and necessary attendant work shown on, described in or mentioned in the Contract.
Site	The area within the Contract limit lines, as shown on the Drawings, and all other areas upon which the Contractor is to perform work.
Substantial Completion	Substantial Completion is the completion of Work so that the Project can be fully occupied and used for the purposes for which it is intended. Substantial Completion includes: (1) completion of all work required for the issuance of a code compliance certificate, or a temporary approval for occupancy, completed in a manner that includes no uncorrected deficiency or material violation of the Building Code of New York State within the area or work for which the certificate is to be issued; (2) completion of all building systems and functional testing of said systems (other than tests that cannot be performed due to the seasonal environmental conditions in effect at the time of completion); (3) acceptance and approval of the Operating Instructions and Manuals and Training of Campus Personnel; and (4) the sum of values determined for Punch List work at the time of Substantial Completion shall not exceed one (1) percent of the amount of the Contract consideration unless otherwise agreed to by the University.
Work	The using, performing, installing, furnishing and supplying of all materials, equipment, labor, services and incidentals necessary or proper for or incidental to the successful completion of the Project and the carrying out of all duties and obligations imposed upon the Contractor by the Contract.

Section 1.02 Captions

The titles or captions of Articles and Sections of the Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof or of the Contract or in any way affect the Contract.

Section 1.03 Nomenclature

Materials, equipment or other work described in words and abbreviations which have a well-known, technical or trade meaning shall be interpreted as having such meaning in connection with the Contract.

Section 1.04 Entire Agreement

The Contract constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified, or altered in any manner except by an instrument in writing executed by the parties hereto.

Section 1.05 Successors, Assigns and Agents

To the extent allowed by the terms of "Exhibit A", the Contract shall bind the successors, assigns and representatives of the parties hereto. The University reserves the right to have the State University Construction

State University of New York
Construction Agreement

University Fund act as its agent at any time or duration of this Agreement. Such designation of the Fund to act on the behalf of the University shall be in writing and addressed to the Contractor.

Section 1.06 Accuracy and Completeness of Contract Documents

- (1) The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include all materials, plant, equipment, tools, skill and labor of every kind necessary for the proper execution of the work and also those things which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- (2) The Contract Documents contemplate a finished piece of work of such character and quality as is reasonably inferable from them. The Contractor acknowledges that the Contract consideration includes sufficient money allowance to make its work complete and operational and in compliance with good practice and it agrees that inadvertent minor discrepancies or omissions or the failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another shall not be the cause for additional charges or claims. In case of a conflict between any part or parts of the Contract Documents with any other part or parts thereof, as contrasted to an omission or failure to show details or to repeat on any part of the Contract Documents the figures or notes given on another part thereof, the following shall be given preference, in the order hereinafter set forth, to determine what work the Contractor is required to perform: (a) Exhibit A and A-1, (b) Addenda (later dates to take preference over earlier dates); (c) Amendments to Agreement; (d) Agreement; (e) Bidding Documents; (f) Specifications; (g) Schedules (i.e. finish schedules); (h) Large scale detail Drawings (detail drawings having a scale of 3/4" and over); (i) Large scale plan and section Drawings (plan and section drawings having a scale equal to or larger than that used for the basic floor or site plan, as the case may be); (j) Small scale detail Drawings (detail drawings having a scale of less than 3/4"); and (k) Small scale plan and section Drawings (plan and section drawings having a scale less than that used for the basic floor or site plan, as the case may be). In the event of such a conflict between or among parts of the Contract Documents that are entitled to equal preference, the more expensive way of doing the work, the better quality or greater quantity of material shall govern unless the University otherwise directs.

Section 1.07 Organization of Contract Documents

The Specifications and Drawings are generally divided into trade sections for the purpose of ready references, but such division is arbitrary and such sections shall not be construed as the prescription by the Consultant or the University of the limits of the work of any subcontractor or as a determination of the class of labor or trade necessary for the fabrication, erection, installation or finishing of the work required. The Contractor will be permitted to allot the work of subcontractors at its own discretion regardless of the grouping of the Specifications and Drawings. It shall be the Contractor's responsibility to settle definitively with each subcontractor the portions of the work which the latter will be required to do. The University and the Consultant assume no responsibility whatever for any jurisdiction claimed by any of the trades involved in the work.

Section 1.08 Furnishing of Contract Documents

The University shall establish the format for the Contract Documents (hard copy and/or electronic media) at the start of the Project. The Contractor shall be furnished, free of charge, with two (2) copies of the Specifications and Drawings in the selected format(s). Any other copies of the Specifications and Drawings which the Contractor may desire can be obtained at the Contractors expense.

Section 1.09 Examination of Contract Documents and Site

By executing the Contract, the Contractor agrees that it has carefully examined the Contract Documents together with the site of the proposed work as well as its surrounding territory; that it is fully informed regarding all the conditions affecting the work to be done and the labor and materials to be furnished for the completion of the Contract; and that its information has been acquired by personal investigation and research and not in the estimates and records of the University.

Section 1.10 Invalid Provisions

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations or circumstances other than those to

State University of New York
Construction Agreement

which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

Section 1.11 No Collusion or Fraud

The Contractor hereby agrees that the Contract was secured without collusion or fraud and that neither any officer nor any employee of the University has or shall have a financial interest in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

Section 1.12 Notices

(1) All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- a. via certified or registered United States mail, return receipt requested;
- b. by personal delivery;
- c. by expedited delivery service; or
- d. by email if actually received by the University. Contractor bears the burden of proof of service by email and receipt of email by the University.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

SUNY Fredonia

Name: Markus Kessler

Title: Director of Facilities Planning

Address: 280 Central Avenue, Fredonia, NY 14063

Telephone Number: 716-673-3722

E-mail address: Markus.Kessler@fredonia.edu

{insert company name}

Name: {insert designated contact's title}

Title: {insert designated contact's title}

Address: {insert company}

Telephone Number: {insert phone}

E-mail Address: {insert email}

- (2) Any such notice shall be deemed to have been given either at the time of personal delivery or actual receipt by the University, or in the case of email, upon receipt by the University.
- (3) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 1.13 Singular-Plural; Male-Female

As used in the Contract Documents, the singular of any word or designation, whenever necessary or appropriate, shall include the plural and vice versa, and the masculine gender shall include the female and neutral genders and vice versa.

Article II
Contract Administration and Conduct

Section 2.01 Consultant's Status

- (1) The Consultant, as the University's representative, shall provide general administration of the Contract and inspection of the work. The Consultant will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Consultant's duties, services and work shall in no way supersede or dilute the Contractor's obligation to perform the work in conformance with all Contract requirements, but it is empowered by the University to act on its behalf with respect to the proper execution of the work and to give instructions and/or direction when necessary to require such corrective measures as may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the University's interest.

State University of New York
Construction Agreement

- (2) The Consultant shall have the authority to stop the work or to require and/or direct the prompt execution thereof whenever such action may be necessary, in its professional opinion, to insure the proper execution of the Contract or to otherwise protect the interests of the University.
- (3) Except as otherwise provided in the Contract, the Consultant shall determine the amount, quality, acceptability, fitness and progress of the work covered by the Contract and shall decide all questions of fact which may arise in relation to the interpretation of the plans and Specifications, the performance of the work and the fulfillment by the Contractor of the provisions of the Contract. The Consultant shall in the first instance be the interpreter of the provisions of the Contract and the judge of its performance and it shall use its power under the Contract to enforce its faithful performance.

Section 2.02 Finality of Decisions

- (1) Any decision or determination of the Consultant under the provisions of the Contract shall be final, conclusive and binding on the Contractor unless the Contractor shall, within ten (10) working days after such decision, make and deliver to the University a verified written statement of its contention that the decision of the Consultant is contrary to a provision of the Contract. The University shall thereupon determine the validity of the Contractor's contention. Pending decision by the University, the Contractor shall proceed in accordance with the Consultant's decision.
- (2) Wherever it is provided in the Contract Documents that an application must be made to the University and/or determination made by the University, the University's decision on such application and/or its determination under the Contract Documents shall be final, conclusive and binding upon the Contractor unless the Contractor, within ten (10) working days after receiving notice of the University's decision or determination, files a written statement with the University and the Consultant that it reserves its rights in connection with the matters covered by said decision or determination and after a court of competent jurisdiction determines the University's said decision or determination to be fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith in an action brought in accordance with Section 4.24.

Section 2.03 Claims and Disputes

- (1) If the Contractor claims (i) that any work it has been ordered to do is extra work or (ii) that it has performed or is going to perform extra work or (iii) that any action or omission of the University or the Consultant is contrary to the terms and provisions of the Contract, it shall:
 - a. Promptly comply with such order;
 - b. Notwithstanding the provisions of Section 1.12 of the Agreement and any other provisions of the Contract documents to the contrary, file with the University and the Consultant, within five (5) working days after being ordered to perform the work claimed by it to be extra work or within five (5) working days after commencing performance of the extra work, whichever date shall be the earlier, or within fifteen (15) working days after the said action or omission on the part of the University or the Consultant occurred, a written notice of the basis of its claim and request a determination thereof.
 - c. Notwithstanding the provisions of Section 1.12 of the Agreement and any other provisions of the Contract documents to the contrary, file with the University and the Consultant, within thirty (30) calendar days after said alleged extra work was required to be performed or said alleged extra work was commenced, whichever date shall be the earlier, or said alleged action or omission by the University or the Consultant occurred, a verified detailed statement, with documentary evidence, of the items and basis of its claim, including an initial and updated detailed Time Progress Schedule,
 - d. Produce for the University's examination, upon notice from the University, such information and documentation as directed by the University, which shall include but not be limited to job cost reports and all estimates and documentation used to develop the Bid Proposal, all its books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and cancelled checks, showing all of its actions and transactions in connection with or relating to or arising by reason of its claim, and submit persons in its employment and in its subcontractors' employment for examination under oath by any person designated by the University to investigate any

State University of New York
Construction Agreement

claims made against the University under the Contract, such examination to be made at the offices of the Contractor; and

- e. Proceed diligently, pending and subsequent to the determination of the University with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of the University and the Consultant.
- (2) The Contractor's failure to comply with any or all parts of subdivision b, c and d of paragraph (1) of this Section shall be deemed to be: (i) a conclusive and binding determination on its part that said order, work, action or omission does not involve extra work and is not contrary to the terms and provisions of the Contract; and (ii) a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action or omission. The provisions of subdivision b, c and d of paragraph (1) of this Section are for the purpose of enabling the University to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects or circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expenses or circumstances as they occur. Compliance with such provisions is essential whether or not the University is aware of the circumstances of any order or other circumstances which might constitute a basis for a claim and whether or not the University has indicated it will consider a claim in connection therewith.
- (3) The Contractor's failure to submit and maintain a Time Progress Schedule in accordance with Section 3.02 of the Agreement shall be deemed to be a waiver by the Contractor of all claims for additional time, compensation or damages as a result of any condition which is an alleged cause of delay in the completion of the work. The Schedule of Record, regularly updated and submitted at required durations in accordance with the provisions of the General Requirements, Section paragraph titled "Project Schedule": (i) informs the University and affords it promptly of regular opportunities to change its plans or mitigate or remedy the effects or circumstances giving rise to a claim of delay in the completion of the work or take such other action as may seem desirable to verify any claimed circumstances as they occur; and (ii) forms a record which becomes the basis of the University's verification of an alleged cause of delay in the completion of the work.
- (4) No person has power to waive or modify any of the foregoing provisions and, in any action against the University to recover any sum in excess of the sum certified by the University to be due under or by reason of the Contract, the Contractor must allege in its complaint and prove at the trial compliance with the provisions of this Section.
- (5) Nothing in this Section shall in any way affect the University's right to obtain an examination before trial or a discovery and inspection in any action that might be instituted by or against the University or the Contractor.

Section 2.04 Omitted Work

The University reserves the right at any time during the progress of the work to delete, modify or change the work covered by the Contract, by a Change Order or Field Order thereto providing for either a reduction or omission of any portion of the work, without constituting grounds for any claim by the Contractor for allowances for damages or for loss of anticipated profits and in such event a deduction shall be made from the Contract consideration, the amount of which is to be determined in accordance with the provisions of Section 4.02 or 4.05A of the Agreement.

Section 2.05 Extra Work

- (1) The University reserves the right at any time during the progress of the work to add, modify or change the work covered by the Contract by Change Order or Field Order or as otherwise required by the University thereto providing for extra work of either a qualitative or quantitative nature and in such event the Contract consideration may be increased by an amount to be determined in accordance with the provisions of Sections 4.02 and 4.05A of the Agreement and the completion date for all or any part of the work may be extended for such period of time as may be determined by the University as necessary, because of the extra work, to complete the work or any part thereof.
- (2) Nothing in the Contract Documents shall excuse the Contractor from proceeding with the extra work as directed. The terms and conditions of the Contract Documents shall be fully applicable to all extra work.

State University of New York
Construction Agreement

- (3) The Contractor shall have no claim for extra work or an extension of time if the performance of such work, in the judgment of the Consultant, is made necessary or desirable because of any act or omission of the Contractor which is not in accordance with the Contract.
- (4) Notwithstanding the provisions of Section 2.02 of the Agreement and any other provisions of the Contract Documents to the contrary, the University, after conferring with the Consultant, shall have the right to overrule a determination or decision of the Consultant, that relates to whether certain work is included in the Contract Documents or is extra work, which the University believes is incorrect; in the event the University exercises such right, that determination or decision shall be final, conclusive and binding upon the Contractor and the University unless the same shall be determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith.

Section 2.06 Contractor to Give Personal Attention

- (1) The Contractor shall give its constant personal attention to all the work while it is in progress and shall place the work in charge of a competent and reliable full-time superintendent acceptable to the Consultant and the University who shall have authority to act for the Contractor and who shall be accountable to the Consultant to the extent provided in the Contract. Unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ, such superintendent shall not be changed without the written permission of the Consultant and the University.
- (2) When the Contractor and its superintendent are temporarily absent from the site of the work, the Contractor or its superintendent shall designate a responsible supervisory employee, approved by the Consultant and the University, to receive such orders as the Consultant or its representative may give. At no time shall any work be conducted on the site in the absence of an individual present who has been so designated by the Contractor or its superintendent as having authority to receive and execute instructions given by the Consultant or its representative.
- (3) If the superintendent, project manager or other supervisory employees are not satisfactory to the University, the Contractor shall, if directed by the University, immediately replace such supervisory employees with other supervisory employees acceptable to the Consultant and the University. Such replacement and all related impacts shall be at no additional cost to the University.

Section 2.07 Employment of Workers

The Contractor shall at all times employ competent and suitable workers and equipment which shall be sufficient to prosecute all the work to full completion in a disciplined orderly manner and in accordance with the Time Progress Schedule and the contractually required time of performance. All workers engaged in special or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform the same. Should the Consultant deem any employee of the Contractor or any subcontractor incompetent, careless, insubordinate or otherwise objectionable or whose continued employment on the work is deemed by the Consultant to be contrary to the public interest, it shall so advise the Contractor and the latter shall dismiss or shall cause the subcontractor, if such employee is employed by the latter, to dismiss such employee and such employee shall not again be employed on the work to be performed under the Contract without obtaining the prior written approval of the Consultant.

Section 2.08 Detailed Drawings and Instructions

Upon timely notice from the Contractor that supplementary information is required, the Consultant shall furnish additional instructions, by means of Drawings or otherwise, necessary for the proper execution of the work. All such Drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper Drawings and/or instructions.

Section 2.09 Contract Documents to Be Kept at Site

The Contractor shall keep at the site of the work a copy of the Drawings and Specifications and shall at all times give the Consultant and the University access thereto.

State University of New York
Construction Agreement

Section 2.10 Permits and Building Codes

The Contractor shall obtain from the proper authorities all permits legally required to carry on its work, pay any and all taxes and fees legally required and shall be responsible for conducting its operations in accordance with the provisions of such permits. Except as otherwise expressly provided in the Contract Documents, all of the work covered by this Agreement which is to be performed on property owned by the State University of New York is not subject to the building code of any city, county or other political subdivision of the State of New York. It is, however, subject to the provisions of the Building Code of New York State and the applicable Federal and State health and labor laws and regulations.

Section 2.11 Surveys

- (1) From the data shown on the Drawings and identified at the site by the Consultant, a licensed surveyor, to be designated and paid for by the University, shall establish one (1) fixed benchmark and one (1) fixed base line at the site. The Contractor shall work from the benchmarks and base lines shown on the Drawings, identified at the site by the Consultant and established at the site by the aforesaid surveyor and shall establish such supplementary bench marks and base lines that are required in order for it to lay out the work. The Contractor shall be responsible for all measurements that may be required for execution of the work to the exact position and elevation as prescribed in the Specifications, shown on the Drawings, or as the same may be modified at the direction of the Consultant to meet changed conditions or as a result of modifications to the work covered by the Contract.
- (2) The Contractor shall furnish at its own expense such stakes and other required equipment, tools and materials, and all labor as may be required in laying out any part of the work. If, for any reason, monuments are disturbed, it shall be the responsibility of the Contractor to reestablish them, without cost to the University, as directed by the Consultant. The Consultant may require that construction work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking completed work or the work in progress.
- (3) In all multiple-story construction, the Contractor shall establish and maintain line marks at each floor level and grade marks four (4) feet above the finished floor at each floor level.

Section 2.12 Site Conditions

- (1) The Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such provision as it deems proper for all physical conditions and subsurface conditions as it could reasonably anticipate encountering from the provisions of the Contract Documents, borings, rock cores, topographical maps and such other information as the University or the Consultant made available to it prior to the University's receipt of bids or from its own inspection and examination of the site prior to the University's receipt of bids.
- (2) In the event that the Contractor encounters subsurface physical conditions or other latent physical conditions at the site differing substantially from those shown on or described or indicated in the Contract Documents and which could not have been reasonably anticipated from the aforesaid information made available by the University or the Consultant or from the Contractor's aforesaid inspection and examination of the site, it shall give immediate notice to the Consultant of such conditions before they are disturbed. The Consultant will thereupon promptly investigate the conditions and, if it finds that they do substantially differ from that which should have been reasonably anticipated by the Contractor, it shall make such changes in the Drawings and Specifications as may be necessary and a Change Order or Field Order may be issued, the amount of which shall be determined in accordance with the provisions of Sections 4.02 and 4.05A, to reflect any increase or decrease in the cost of, or the time required for, performance of the Contract as a result of any of the aforesaid changes made by the Consultant and/or as a result of such unanticipated subsurface conditions.

Section 2.13 Right to Change Location

When additional information regarding the subsurface conditions becomes available to the University as a result of the excavation work, further testing or otherwise, it may be found desirable to change the location, alignment, dimensions or grades to conform to such conditions. The University reserves the right to make such reasonable changes in the work as, in its opinion, may be considered necessary or desirable; such changes and any

State University of New York
Construction Agreement

adjustments in the Contract consideration as a result thereof are to be made in accordance with the provisions of Sections 2.04, 2.05 4.02 and 4.05A of the Agreement.

Section 2.14 Unforeseen Difficulties

Except as otherwise expressly provided in Section 2.12 of the Agreement and in other Sections of the Contract Documents, the Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such provisions as it deems proper for any unforeseeable obstacles or difficulties which it may encounter in the performance of the work.

Section 2.15 Moving Materials and Equipment

Should it become necessary, in the judgment of the Consultant, at any time during the course of the work to move materials which are stored on the site and equipment which has been temporarily placed thereon, the Contractor upon request of the Consultant shall move them or cause them to be moved at its sole cost and expense; provided, however, if materials and equipment that have been stored or placed by the Contractor at a location on the site expressly approved, in writing, by the Consultant and the same are moved or caused to be moved by the Contractor at the Consultant's request, such removal shall be deemed extra work and the Contractor shall be compensated therefor in accordance with the provisions of Sections 4.02 and 4.05A of the Agreement.

Section 2.16 Other Contracts

- (1) Prior to and during the progress of the work hereunder the University reserves the right to let or permit the letting of other contracts relating to the Project or in connection with work on sites within the Contract limit lines or adjoining or adjacent to that on which the work covered by this Agreement is to be performed. In the event such other contracts are let, or have previously been let, the Contractor and such other contractors shall coordinate their work with each other, arrange the sequence of their work to conform with the progressive operation of all the work covered by such contracts and afford each other reasonable opportunities for the introduction and storage of their materials, supplies and equipment and the execution of their work. If the Contractor or such other contractors contend that their work or the progress thereof is being interfered with by the acts or omissions of the other or others or that there is a failure to coordinate or properly arrange the sequence of the work on the part of the Contractor or such other contractors, they shall, within five (5) working days of the commencement of such interference or failure of coordination or failure to perform work in proper sequence, give written notification to the University and the Consultant of such contention. Upon receipt of such notification or on its own initiative, the Consultant shall investigate the situation and issue such instructions to the Contractor or such other contractors with respect thereto as it may deem proper. The Consultant shall determine the rights of the Contractor and of such other contractors and the sequence of work necessary to expedite the completion of all work covered by this Agreement in relation to the work covered by said other contracts.
- (2) The Contractor agrees that it has and will make no claim for damages against the University by reason of any act or omission to act by any other contractor or in connection with the Consultant's or University's acts or omissions to act in connection with such other contractor, but the Contractor shall have a right to recover such damages from the other contractors.
- (3) If the proper and accurate performance of the work covered by the Contract depends upon the proper performance and execution of work not included herein or depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Consultant any defects in such work that render it unsuitable for proper execution and results. Its failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the work covered by the Contract, except as to latent defects which may be discovered thereafter.

Section 2.17 Inspection and Testing

- (1) All materials and workmanship shall be subject to inspection, examination and testing by the Consultant and the University at all times during the performance of the work and at all places where the work is carried on. Except as otherwise herein specified, the University shall pay for the cost of inspection, examination and testing by the Consultant or the University. If, however, the tests prove that the materials and/or work tested do not meet the requirements of the Contract, then the entire cost of such tests and any additional testing and or inspections required until the work is deemed compliant is to be borne by the Contractor. The Consultant will have the right to reject defective material and workmanship furnished

State University of New York
Construction Agreement

by the Contractor or require its correction. The Contractor, without charge therefor, shall satisfactorily and promptly correct all rejected work and replace all rejected material with proper material.

- (2) The Contractor shall promptly segregate and remove from the site of the work all rejected material and work. If the Contractor shall fail to proceed at once with the replacing of rejected material and/or correction of defective workmanship, the University may, by contract or otherwise, replace such material and/or correct such workmanship, and charge the costs thereof to the Contractor or it may cancel the Contract and terminate the Contractor's employment as provided in the Agreement.
- (3) The Contractor, without additional charge, shall promptly furnish all reasonable facilities, labor materials and equipment with associated operators necessary for the safe and convenient access, inspection and testing that may be required by the Consultant or the University.
- (4) If the Contract Documents or the Consultant's instructions or the applicable laws, ordinances or regulations of any governmental authority require any part of the work covered by the Contract to be specially tested or inspected, the Contractor shall give the Consultant timely notice of its readiness for such testing or inspection or, if the same is to be performed by a governmental authority, of the date fixed therefor. If any such work, without the written permission of the Consultant, should be covered up prior to such testing or inspection, the Contractor, at its sole cost and expense must, if directed by the Consultant, uncover the same for testing or inspection and reconstruct same after the tests or inspection are conducted. All certificates of inspection or testing, involving the Contractor's work, required to be obtained from governmental authorities are to be secured by the Contractor at its sole cost and expense.
- (5) Should it be considered necessary or advisable by the Consultant at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor, upon request, shall furnish all necessary facilities, labor and material to perform such examination. If the work subject to such examination is found to be defective or nonconforming in any manner due to the fault of the Contractor or any of its subcontractors, such uncovering or destruction and necessary reconstruction, even though such includes work not covered in the Contract, shall be at the expense of the Contractor. If, however, such work after testing and examination is found to be satisfactory, the University will pay the Contractor the cost of such uncovering or destruction and reconstruction, such cost to be determined as in the case of extra work as provided in Sections 4.02 and 4.05A.
- (6) Inspection of material and furnished articles to be incorporated in the work may be made at the place of production, manufacture or shipment unless otherwise stated herein. The inspection of material and workmanship for final acceptance as a whole or in part will be made at the site of the work.

Section 2.18 Subcontractors

- (1) Except for subcontractors designated by the University, or required to be named at any earlier date, pursuant to the provisions of the Information for Bidders, within thirty (30) calendar days after receipt of the notice to proceed, the Contractor must submit a written statement to the Consultant giving the name and address of all proposed subcontractors. Said statement must contain a description of the portion of the work and materials which the proposed subcontractors are to perform and furnish and any other information tending to prove that the proposed subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the Contract Documents.
- (2) If the Consultant finds that the proposed subcontractors are qualified, it will so notify the Contractor within ten (10) working days after receipt of the aforesaid information. If the determination is to the contrary, however, the Consultant within such period will notify the Contractor of such determination and the latter, unless it decides to do such work itself and is qualified, in the Consultant's opinion, to do such work, must, within ten (10) working days thereafter, submit similar information with respect to other proposed subcontractors.
- (3) The Consultant's approval of a subcontractor and/or the University's designation of a subcontractor pursuant to the provisions of the Contract Documents shall not relieve the Contractor of any of its

State University of New York
Construction Agreement

responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the University for the acts or defaults of such subcontractors and of such subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.

- (4) The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work and it shall check all space requirements of the work and coordinate and adjust the same so that conflicts in space do not occur in the work being performed by it with its own employees and with the work being performed by its subcontractors and so that all equipment, piping, wiring, etc., can be installed, where possible, in the spaces allowed for same.
- (5) No subcontractor shall be permitted to work at the site until: (a) it has furnished satisfactory evidence to the Consultant of the insurance required by law; (b) in the case of a Project involving a federal grant, it has furnished satisfactory evidence to the Consultant of the same type and amount of liability insurance as that required of the Contractor by Section 5.06 of the Agreement; and (c) except for subcontractors designated by the University pursuant to the provisions of the Information for Bidders, it has been approved by the Consultant.
- (6) Within ten (10) working days after the Contractor receives payment from the University on account of a progress payment application for the percentage of the work done, it shall pay each of its subcontractors the sum contained in said payment for the percentage of said subcontractor's work, less the same amount retained therefrom by the University under the terms of the Contract Documents or in consequence of any legal proceedings or statutory liens, and less any amounts due the Contractor under the subcontract for work not performed or not properly or timely performed by the subcontractor. In the event any subcontractor is not paid by the Contractor, the former should immediately notify the University of such fact.
- (7) The Contractor shall execute with each of its subcontractors and shall require all subcontractors to execute with their sub-subcontractors a written agreement which shall bind the latter to the terms and provisions of this Agreement insofar as such terms and provisions are applicable to the work to be performed by such subcontractors. The Contractor shall require all subcontractors and sub-subcontractors to promptly, upon request, file with the Consultant and the University a conformed copy of such agreements, from which the price and terms of payment may be deleted.
- (8) If for sufficient reason, at any time during the progress of the work to be performed hereunder, the Consultant determines that any subcontractor or sub-subcontractor is incompetent, careless, or uncooperative, the Consultant will notify the Contractor accordingly and immediate steps will be taken by the Contractor for cancellation of such subcontract or sub-subcontract. Such termination, however, shall not give rise to any claim by the Contractor or by such subcontractor or sub-subcontractor for loss of prospective profits on work unperformed and/or work unfurnished and a provision to that effect shall be contained in all subcontracts and sub-subcontracts.
- (9) No provisions of this Agreement shall create or be construed as creating any contractual relation between the University and any subcontractor or sub-subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

Section 2.19 Shop Drawings and Samples

- (1) The Contractor in accordance with the approved Shop Drawing, Submittal, Mockup, and Sample schedules and with such promptness and in such sequence as to cause no delay in the work, shall submit for the Consultant's approval all Shop Drawings and Samples called for under the Contract or requested by the Consultant.
- (2) Shop Drawings and mock-ups shall establish the actual detail of the work, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions. Shop drawings include drawings, diagrams, schedules, product data and other information or materials specially prepared for the work by the Contractor to illustrate some portion of the work. Product data

State University of New York
Construction Agreement

include standard illustrations, schedules, performance charts, instructions, brochures, diagrams and other information identified by the Contractor to illustrate materials or equipment for some portion of the work.

- (3) All Shop Drawings, mock-ups and samples shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the Consultant for approval and all Shop Drawings shall bear the Contractor's recommendation for approval. Any Shop Drawings submitted without this stamp of approval and certification, and Shop Drawings which, in the Consultant's opinion, are incomplete, contain numerous errors or have not been checked or only checked superficially, will be returned unchecked by the Consultant for resubmission by the Contractor. In checking Shop Drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the Shop Drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation and sequence of the work.
- (4) Samples must be of sufficient size or number to show the quality, type, range of color, finish and texture of the material. Each Sample shall be properly labeled to show the nature of the material, trade name of manufacturer, name and location of the work where the material represented by the Sample is to be used and the name of the Contractor submitting the Sample. Transportation charges to the Consultant must be prepaid on Samples forwarded to it.
- (5) At the start of the Project, the format for submittals shall be established by the University. If an electronic method is selected for the submission and approval of submittals, the Contractor shall provide submittals in a PDF format and the Consultant will return the submittals in electronic format to the Contractor. For both hard-copy and electronic submittal formats, all submittals that require physical samples or mock-ups shall be provided in accordance with the requirements set forth in the Contract Specifications. Shop Drawings and Samples, submitted by the Contractor in accordance with the approved Shop Drawing and Sample schedule that is included in the Time Progress Schedule, will be reviewed by the Consultant within fifteen (15) working days and if satisfactory will be approved. A Shop Drawing, when approved, will be returned to the Contractor. If not satisfactory, the Drawings and Samples will be appropriately marked and returned to the Contractor for correction thereof, in which event the Contractor shall resubmit to the Consultant a corrected copy of the Shop Drawing or a new Sample, as the case may be. The Contractor shall make any correction required by the Consultant and shall appropriately note any changes or revisions on the Shop Drawing, dated to correspond with the date of the Consultant's request for the change. Upon approval of the Shop Drawing by the Consultant, the Contractor shall promptly furnish to the Consultant as many copies thereof as the Consultant may reasonably request. Should more than two (2) separate reviews of any required shop drawings or samples submitted be necessary, in the judgement of the Consultant and the University, the Contractor shall be responsible for the reasonable costs incurred by the University for such additional reviews by the Consultant.
- (6) At the time of submission of a Shop Drawing or Sample, the Contractor shall inform the Consultant and the University in writing of any deviation in the Shop Drawing or Sample from the requirements of the Contract Documents. Unless such deviation is specifically noted by the Contractor with a notation that such deviation will result in extra work for which the Contractor requests payment, the Contractor shall be deemed to have waived any claim for extra work, additional compensation or payment or an extension of time with respect to all work shown on, described in or related to the Shop Drawing or Sample.
- (7) The Consultant's approval of Shop Drawings or Samples is for design only and is not a complete check on the method of assembly, erection or construction. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, except where the Contractor, in accordance with the provisions of paragraph 6 of this Section, has previously notified the University and the Consultant of such departure; (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, omissions or otherwise that may exist; (c) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength; (d) relieving the Contractor of full responsibility for satisfactory performance of all work and coordination with the work of all subcontractors and other contractors; or (e) permitting departure from additional details or instructions previously furnished by the Consultant.

State University of New York
Construction Agreement

- (8) No work requiring a Shop Drawing or Sample shall be commenced until a Shop Drawing or Sample is approved by the Consultant and all such work shall be: (a) in accordance with the approved Shop Drawing, provided the latter conforms in all respects to the Contract Documents or to such deviations therefrom as have been previously noted by the Contractor in accordance with the provisions of paragraph 6 of this Section; and (b) in conformance in all respects to the sample furnished to and approved by the Consultant and, unless otherwise specified, as new and of good quality.
- (9) The Contractor may be required to provide professional services that constitute the practice of architecture or engineering when specifically required by the Contract Documents for a portion of the work or the Contractor needs to provide such services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures. When professional services are required in the Contract Documents, the Consultant will specify all performance and design criteria that such services must satisfy. The University and Consultant shall be entitled to rely on the adequacy, accuracy and completeness of the professional services, certifications, and approvals performed or provided by design professionals working for the Contractor.
- (10) Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% in the review or evaluation of any substitutions for methods, products or performance pursuant to this Section 2.19.

Section 2.20 Equivalents - Approved Equal

- (1) Equivalents or Approvals - General
 - a. The words "similar and equal to", or equal", "equivalent" and such other words of similar content and meaning shall for the purposes of this Agreement be deemed to mean similar and equivalent to one of the named products. For the purposes of subdivisions (1) and (2) of this Section and for the purposes of the Bidding Documents, the word "products" shall be deemed to include the words "articles", "materials", "items", "equipment" and "methods". Whenever in the Contract Documents one or more products are specified, the words "similar and equal to" shall be deemed inserted.
 - b. Whenever any product is specified in the Contract Documents by a reference to the name, trade name, make or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard of quality which the Consultant has determined is necessary for the Project. A Contractor may at its option use any product other than that specified in the Contract Documents provided the same is approved by the Consultant in accordance with the procedures set forth in subdivision (2) of this Section. In all cases the Consultant shall be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving, at its own cost and expense, to the satisfaction of the Consultant, that the proposed product is similar and equal to the named product. In making such determination the Consultant may establish such objective and appearance criteria as it may deem proper that the proposed product must meet in order for it to be approved.
 - c. Nothing in the Contract Documents shall be construed as representing, expressly or implied, that the named product is available or that there is or there is not a product similar and equal to any of the named products and the Contractor shall have and make no claim by reason of the availability or lack of availability of the named product or of a product similar and equal to any named product.
 - d. The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Consultant in considering a product proposed by the Contractor or by reason of the failure of the Consultant to approve a product proposed by the Contractor.
 - e. Requests for approval of proposed equivalents will be received by the Consultant only from the Contractor.
 - f. Approval shall in no way be construed as: (a) permitting any departure whatsoever from the Contract Documents, (b) relieving the Contractor of full responsibility for any error in quality of materials, details, dimensions, sequence of work, omissions or otherwise that may exist, (c) relieving the Contractor of full

State University of New York
Construction Agreement

responsibility for adequate field connections, erection techniques, bracing or deficiencies in strength, (d) relieving the Contractor of full responsibility for satisfactory performance of all work to achieve a functionally complete facility or result and coordination with the work of all subcontractors and other contractors or (e) permitting departure from additional details or instructions previously furnished by the Consultant.

- g. Contractor agrees that the Contractor approves and authorizes the deduction from Contractor's applications for payment any and all costs incurred by the Construction Manager, Consultant, Design Professional or otherwise in evaluating Contractor's submissions under this Section 2.20, together with a markup upon such hard costs in the amount of 15%.

(2) **Equivalents or Approvals After Bidding**

- a. Any and all submissions for "or equal" products which are submitted by the Contractor after award of the Contract must be made by the Contractor within ninety (90) calendar days after the date of award. Contractor agrees that it waives and relinquishes the right, claim or privilege, if any, to submit "or equal" proposals if such are made ninety (90) calendar days after the date of award of the Contract to the Contractor.
- b. Requests for approval of proposed equivalents will be considered by the Consultant after bidding only in the following cases: (a) the named product cannot be obtained by the Contractor because of strikes, lockouts, bankruptcies or discontinuance of manufacture and the Contractor makes a written request to the Consultant for consideration of the proposed equivalent within ten (10) calendar days of the date it ascertains it cannot obtain the named product; or (b) the proposed equivalent is superior, in the opinion of the Consultant, to the named product; or (c) the proposed equivalent, in the opinion of the Consultant, is equal to the named product and its use is to the advantage of the University, e.g., the University receives an equitable credit, acceptable to it, as a result of the estimated cost savings to the Contractor from the use of the proposed equivalent or the University determines that the Contractor has not failed to act diligently in placing the necessary purchase orders and a savings in the time required for the completion of the construction of the Project should result from the use of the proposed equivalent.
- c. Where the Consultant pursuant to the provisions of this subdivision approves a product proposed by a Contractor and such proposed product requires a revision or redesign of any part of the work covered by this Agreement, all such revision and redesign and all new Drawings and details required therefor shall be subject to the approval of the Consultant and shall be provided by the Contractor at its own cost and expense.

Where the Consultant pursuant to the provisions of this Section approves a product proposed by a Contractor and such proposed product requires a different quantity and/or arrangement of duct work, piping, wiring, conduit or any other part of the work from that specified, detailed or indicated in the Contract Documents, the Contractor shall provide the same at its own cost and expense.

- (3) Contractor agrees that the University may deduct from any application for payment made by the Contractor any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University, together with a markup upon such hard costs in the amount of 15%, in the consideration or evaluation of any substitutions for methods, products or performance pursuant to this Section 2.20.

Section 2.21 Patents, Trademarks and Copyrights

The Contractor acknowledges that the Contract consideration includes all royalties, license fees and costs arising from patents or trademarks in any way involved in the work; provided, however, that the Contract consideration shall not be deemed to have included therein any royalty, license fee or cost arising from a patent or trademark for a design prepared by the Consultant and neither the Contractor nor the University shall have any liability in connection therewith. Where the Contractor is required or desires to use any product, device, material or process covered by patent or trademark, the Contractor shall indemnify and save harmless the University and the State of New York from any and all claims, actions, causes of action or demands, for infringement by reason of the use of such patented product, device, material or process, and shall indemnify the University and the State of New York from any cost, liability, damage and expense, including reasonable attorneys' fees and court costs,

State University of New York
Construction Agreement

which it may be obligated to incur or pay by reason of any claim or infringement at any time both before or after the University's final acceptance of all the work to be performed under the Contract.

Section 2.22 Possession Prior to Completion

If before the final completion of all the work it shall be deemed advisable or necessary by the University to take over, use, occupy or operate any part of the completed or partly completed work or to place or install therein equipment and furnishings, the University, upon reasonable written notice to the Contractor, shall have the right to do so and the Contractor will not in any way interfere therewith or object to the same. Such action by the University shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract Documents and the Contractor acknowledges that such action by the University does not in any way evidence the completion of the work or any part thereof or in any way signify the University's acceptance of the work or any part thereof. The Contractor agrees to continue the performance of all work covered by the Contract in a manner which will not unreasonably interfere with such takeover, use, occupancy, operation, placement or installation.

Section 2.23 Completion and Acceptance

(1) Partial Completion

If before the final completion of all the work any portion of the permanent construction has been satisfactorily completed and the same will be immediately useful to the University, the latter may, by written notice, advise the Contractor that it accepts such portion of the work. Such action by the University shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any work not so completed and accepted. The partial completion of any portion of the Contractor's work by the University, the Campus or the Consultant, shall not impact the assessment of liquidated damages or actual costs for delays or disruption to the Project caused by the Contractor, its subcontractors or vendors.

(2) Substantial Completion

When all the Work covered by the Contract is substantially completed, as defined in Section 1.01, the Contractor shall give written notice thereof to the University and the Consultant. The latter will then promptly make an inspection of the work and, if they shall determine that all the work is substantially completed, they shall so advise the Contractor. Such action shall in no way affect the obligations of the Contractor under the terms and provisions of the Contract with respect to any uncompleted (including untested or deferred work), unaccepted or corrective work or in any way affect, limit or preclude the issuance by the Consultant, from time to time thereafter, of "Punch Lists", i.e., lists of uncompleted or corrective work which the Contractor is to promptly complete and/or correct. In the judgement of the University, should more than two (2) separate inspections of the Work be necessary, the Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% for all such additional inspections.

The Contractor must fully, completely and acceptably perform all Punch List work and any other work subsequently discovered remaining to be completed or corrected, within ninety (90) calendar days of Substantial Completion or within such other timeframe stipulated by the University or Consultant. Failure to complete the Punch List within the time so designated hereunder may be deemed default on the part of the Contractor.

(3) Final Completion and Acceptance

After the completion of all the work the Contractor shall give written notice to the University and the Consultant that all the work is ready for inspection and final acceptance. The University and the Consultant shall promptly make such inspection and, if they shall determine that all the work has been satisfactorily completed, the University shall thereupon by written notice advise the Contractor that it accepts such work. In the judgement of the University, should more than two (2) separate inspections of the Work be necessary, the Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% for all such additional inspections.

State University of New York
Construction Agreement

Section 2.24 Record Drawings

- (1) At the start of the Project, the format for Record Drawings shall be established by the University. Prior to acceptance by the University of all work covered by the Contract, the Contractor shall furnish to the Consultant one (1) set of current Contract Drawings on which the Contractor has recorded, using colored pencil for hard copy format or electronic editing tool in contrasting color for electronic format, in a neat and workmanlike manner, all instances where actual field construction differs from work as indicated on the Contract Drawings. These "Record" Drawings shall show the following information: (a) all significant changes in plans, sections, elevations and details, such as shifts in location of walls, doors, windows, stairs and the like made during construction; (b) all significant changes in foundations, columns, beams, openings, concrete reinforcing, lintels, concealed anchorages and "knock-out" panels made during construction; (c) final location of electric panels, final arrangement of electric circuits and any significant changes made in electrical design as a result of Change Orders, Field Orders or job conditions; (d) final location and arrangement of all mechanical equipment and major concealed plumbing, including, but not limited to, supply and circulating mains, vent stacks, sanitary and storm water drainage; (e) final location and arrangement of all underground utilities, connections to building and/or rerouting of existing utilities, including, but not limited to, sanitary, storm, heating, electric, signal, gas, water and telephone; and (f) final make and model for all significant equipment and devices listed in the specifications. The Contractor shall also provide an electronic version as determined by the Consultant.
- (2) Periodically during the work, the Consultant may request submission of a progress set of Record Drawings for review and advise the Contractor of errors or omissions, if any, that must be corrected or completed prior to final submission of the Record Drawings. Shop Drawings shall not be acceptable as Record Drawings.
- (3) The Contractor shall submit the Record Drawings to the Consultant at least fifteen (15) days prior to the date of Substantial Completion. The Consultant will then review the Record Drawings and, if they shall determine that the Record Drawings represent the actual field construction being completed, they shall so advise the Contractor. If not satisfactory, the Record Drawings will be appropriately marked and returned to the Contractor for correction thereof, in which event the Contractor shall promptly correct and resubmit to the Consultant a corrected copy of the Record Drawings. Acceptance of the Record Drawings by the University is a condition precedent to the Contractor's entitlement to receive Final Payment.

Section 2.25 Guarantees

- (1) The Contractor, at the convenience of the University, shall remove, replace and/or repair at its own cost and expense any defects in workmanship, materials, ratings, capacities or characteristics occurring in or to the work covered by the Contract within one (1) year or within such longer period as may otherwise be provided in the Contract, the period of such guarantee to commence with the University's final acceptance of all work covered under the Contract or at such other date or dates as the University may specify prior to that time, and the Contractor, upon demand, shall pay for all damage to all other work resulting from such defects and all expenses necessary to remove, replace and/or repair such other work which may be damaged in removing, replacing or repairing the said defects. The obligations of the Contractor under the provisions of this paragraph or any other guarantee provisions of the Contract Documents are not limited to the monies retained by the University under the Contract.
- (2) Unless such removal, replacement and/or repair shall be performed by the Contractor within ten (10) working days after it receives written notice from the University specifying such defect, or if such defect is of such a nature that it cannot be completely removed, repaired and/or replaced within said ten (10) day period and the Contractor shall not have diligently commenced removing, repairing and/or replacing such defect within said ten (10) day period and shall not thereafter with reasonable diligence and in good faith proceed to do such work, the University may employ such other person, firm or corporation as it may choose to perform such removal, replacement and/or repair and the Contractor agrees, upon demand, to pay to the University all amounts which it expends for such work.

Section 2.26 Default of Contractor

- (1) In addition to those instances specifically referred to in other Sections hereof, the University shall have the right to declare the Contractor in default of the whole or any part of the work if:

State University of New York
Construction Agreement

- a. The Contractor becomes insolvent; or if
 - b. The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if
 - c. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor; or if
 - d. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if
 - e. The Contractor fails to commence work when notified to do so by the Consultant; or if
 - f. The Contractor shall abandon the work; or if
 - g. The Contractor shall refuse to proceed with the work or extra work when and as directed by the Consultant or the University; or if
 - h. The Contractor shall without just cause reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the University, to complete the work in accordance with the approved time progress schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Consultant; or if
 - i. The Contractor shall sublet, assign, transfer convey, or otherwise dispose of the Contract other than as herein specified; or if
 - j. The University shall be of the opinion that the Contractor is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the work, or the award of necessary subcontracts, or the placing of necessary material and equipment orders; or if
 - k. The University shall be of the opinion that the work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the University's opinion, attributable to conditions within the Contractor's control; or if
 - l. The work is not completed within the time herein provided therefor or within the time to which the Contractor may be entitled to have such completion extended; or if
 - m. The University shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Agreement;
 - n. The University shall be of the opinion that the Contractor is not or has not been executing the Contract in good faith and in accordance with its terms; or if
 - o. At any time during the period of the Agreement, insurance as required is not in effect or proof thereof is not provided to the University.
- (2) Before the University shall exercise its right to declare the Contractor in default by reason of the conditions set forth in the above items a, b, c, d, e, f, g, h, i, j, k, l, m, n and o, it shall give the Contractor three (3) working days' notice of its intention to declare the Contractor in default and unless, within such three (3) day period, the Contractor shall make arrangements, satisfactory to the University, to correct and/or eliminate the conditions set forth in the University's aforesaid notice, the Contractor may be declared in default at the expiration of such three (3) day period or at the expiration of such longer period of time as the University may determine.
- (3) The right to declare in default for any of the grounds specified or referred to shall be exercised by the University sending the Contractor a written notice setting forth the ground or grounds upon which such default is declared. Upon receipt of notice that it has been declared in default, the Contractor shall immediately

State University of New York
Construction Agreement

discontinue all further operations under the Contract and shall immediately quit the site, leaving untouched all plant, materials, equipment, tools and supplies then on site.

- (4) The University, after declaring the Contractor in default, may then have the work completed by such means and in such manner, by contract, with or without public letting, or otherwise, as it may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such subcontractors as it may deem advisable, or it may call upon the Contractor's surety at its own expense to do so.
- (5) In the event that the University declared the Contractor in default of the work or any part of the work, the Contractor, in addition to any other liability to the University hereunder or otherwise provided for or allowed by law, shall be liable to the University for any costs it incurs for additional architectural and engineering services necessary, in its opinion, because of the default and the total amount of liquidated damages from the date when the work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the work, both of which items shall be considered as expenses incurred by the University in completing the work and the amount of which may be charged against and deducted out of such monies as would have been payable to the Contractor or its surety if the work had been completed without a default.
- (6) If the University completes the work, the Consultant shall issue a certificate stating the expenses incurred in such completion, including the cost of re-letting. Such certificate shall be final, binding and conclusive upon the Contractor, its surety, and any person claiming under or through the Contractor, as to the amount thereof.
- (7) The expense of such completion, as so certified by the Consultant, shall be charged against and deducted out of such monies as would have been payable to the Contractor if it had completed the work; the balance of such monies, if any, subject to the other provisions of the Contract, to be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the Consultant, exceed the total sum which would have been payable under the Contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the University upon demand.
- (8) In the event the University shall determine to complete the work without calling upon the Contractor's surety to do so, the Contractor shall not be entitled, from and after the effective date of the declaration of the default, to receive any further payment under the Contract until the said work shall be wholly completed and accepted by the University.
- (9) In case the University shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractors or persons whom the University may engage to complete the work as to which the Contractor was declared in default.
- (10) The provisions relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the University shall be entitled to utilize for completion of the part of the work as to which the Contractor was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the Contractor on such part.
- (11) In completing the whole or any part of the work, the Consultant and the University shall have the power to depart from, change or vary the terms and provisions of the Contract; provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variations, even to the extent of accepting a lesser or different performance, shall not affect the conclusiveness of the Consultant's certificate of the cost of completion, nor shall it constitute a defense to any action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for its default.
- (12) The provisions of this Section shall be in addition to any and all other legal or equitable remedies provided by this Agreement and otherwise applicable by law.

State University of New York
Construction Agreement

Section 2.27 Termination for Convenience

- (1) The performance of work under this Agreement may be terminated by the University, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by a notice in writing to the Contractor specifying the date upon which such termination shall become effective and the extent to which performance of the Contract shall be terminated. Such termination shall be effective on the date and to the extent specified in said notice.
- (2) Upon receipt of a notice of termination, and-except as otherwise directed in writing by the University, the Contractor shall:
 - a. Discontinue all work and the placing of all orders for materials and facilities otherwise required for the performance thereof,
 - b. Cancel all existing orders and subcontracts to the extent such orders and subcontracts relate to the performance of work terminated by the notice of termination;
 - c. Take such action as may be necessary to secure to the University the benefits of any rights of the Contractor under orders or subcontracts which relate to the performance of work terminated by the notice of termination, including, but not limited to, the assignment to the University, in the manner and to the extent directed by the University, all the right, title and interest of the Contractor under the orders or subcontracts so terminated and cancelled. In the event of such assignment, the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination and cancellation of such orders and subcontracts;
 - d. Transfer title and deliver to the University, in accordance with the direction of the University, all materials, supplies, work in process, facilities, equipment, machines or tools produced as a part of or acquired by the Contractor in connection with the work terminated by said notice, and all plans, Drawings, Working Drawings, sketches, Specifications and information for use in connection therewith; provided, however, that the Contractor may retain any of the foregoing if it so elects and foregoes reimbursement therefor;
 - e. Take such action as may be necessary or as the Consultant or the University may prescribe for the protection and preservation of all property in the possession or control of the Contractor in which the University, under the provisions of the Contract, has or may acquire an interest.
- (3) Notwithstanding the foregoing, should the notice of termination relate to only a portion of the work covered by the Contract, the Contractor will proceed with the completion of such portions of the work as are not terminated.
- (4) The University will pay and the Contractor shall accept, in full consideration for the performance and completion of the portions of the work as are not terminated, a sum calculated by determining the percentage the portions of the work not terminated bear to the total amount of the work covered by the Contract, and by multiplying the Contract consideration by such percentage - the product thereof being the amount to be paid to the Contractor. The University shall determine the amount of such consideration in accordance with the foregoing.
- (5) Upon compliance by the Contractor with the foregoing provisions of this Section and subject to deductions for payments previously made, the University, for the portions of the work terminated, shall compensate the Contractor as follows:
 - a. By reimbursing the Contractor for actual expenditures made with respect to such work, including expenditures made in connection with any portion thereof which may have been completed prior to termination, as well as expenditures made after termination in completing those portions of the work covered by the Contract which the Contractor may have been required by the notice of termination to complete. The University shall determine the allowability and amount of such expenditures.
 - b. By reimbursing the Contractor for all actual expenditures made, with the prior written approval of the University or pursuant to a court judgment, in settling or discharging any outstanding contractual

State University of New York
Construction Agreement

obligations or commitments incurred or entered into by the Contractor in good faith with respect to the Contract and resulting from the termination thereof.

- c. By reimbursing the Contractor for all actual expenditures made after the effective date of the notice of termination resulting from or caused by the Contractor taking necessary action or action prescribed by the Consultant or the University for the protection and preservation of all property in the possession or control of the Contractor in which the University, under the provisions of the Contract, has or may acquire an interest.
 - d. By paying the Contractor a markup, which is to be calculated in the same manner as that provided for in subdivision c of paragraph (1) of Sections 4.02 and 4.05A for extra work, on the foregoing expenditures, which markup is to cover the Contractor's overhead and profit; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, said markup shall be reduced by one-third.
- (6) The sum of all amounts payable under this Section, plus the sum of all amounts previously paid by the University under the provisions of the Contract, shall not exceed the amount of the Contract consideration. In no event shall the Contractor be entitled to any payment for loss of anticipated profits on uncompleted work and the University shall not be liable for same.
- (7) Termination by the University under the provisions of this Section shall be without prejudice to any claims or rights which the University may have against the Contractor. The University may retain from the amount due to the Contractor under the provisions of this Section such monies as may be necessary to satisfy any claim which the University may have against the Contractor in connection with the Contract; provided, however, that the University's failure to retain such monies shall not be deemed a waiver of any of its rights or claims against the Contractor.
- (8) Notwithstanding the foregoing, where the Contractor and the Consultant can agree upon another method of determining the amount of the consideration to be paid to the Contractor under the provisions of this Section, such method, subject to the approval of the University, may, at the option of the University, be substituted for the method set forth above.

Article III
Time of Performance

Section 3.01 Commencement, Prosecution and Completion of Work

- (1) The Contractor agrees that it will begin the work herein embraced upon receipt of notice to proceed, unless the University consents in writing, to begin at a different date, and that it will prosecute the same with such diligence that all work covered by the Contract shall be substantially completed and performed on or before the time specified on page one of the Agreement.
- (2) The Contractor further agrees that time is of the essence in this Agreement and that all the work shall be prosecuted in such manner and with sufficient plant and forces to complete all work timely.

Section 3.02 Time Progress Schedule

- (1) To show compliance with the requirements of Section 3.01 of the Agreement, provide and maintain a Time Progress Schedule in accordance with the General Requirements, Special Conditions, Section paragraph titled "Project Schedule". Unless otherwise accepted by the University, the Time Progress Schedule shall be strictly adhered to by the Contractor. The time for substantial completion shall be on or before the time specified on page one of the Agreement.
- (2) If through the fault of the Contractor or any subcontractor the Contractor shall fail to adhere to the time progress schedule, it must promptly adopt such other and additional means and methods of construction as will make up for the time lost and will assure completion in accordance with such schedule.
- (3) The failure of the Contractor to submit a Time Progress Schedule, the University's or the Consultant's acceptance of the Contractor's time progress schedule or lack of such acceptance, the means and/or

State University of New York
Construction Agreement

methods of construction employed by the Contractor, including any revisions thereof, and/or its failure to revise the same shall not relieve the Contractor of its obligation to accomplish the result required by the Contract in the time specified on page one of the Agreement, nor shall the exercise of the Consultant's or the University's right to reject any portion of the work, create or give rise to any claim, action or cause of action, legal, equitable or otherwise, against the Consultant or the University.

- 4) The failure of the Contractor to submit and maintain a Time Progress Schedule in accordance with the General Requirements shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages as a result of any condition which is an alleged cause of delay in the completion of the work.

Section 3.03 Time Progress Schedule for Shop Drawings and Samples

The Contractor shall include activities for preparation and submission of all Shop Drawings, mock-ups and Samples in the Time Progress Schedule in Section 3.02.

Section 3.04 Notice of Conditions Causing Delay

- (1) Within ten (10) working days after the commencement of any condition which is causing or may cause delay in completion or require Contractor to request an extension of time, the Contractor must notify the Consultant and the University in writing of the effect, if any, of such condition upon the Time Progress Schedule, and must state why and in what respects, if any, the condition is causing or may cause such delay.
- (2) Contractor agrees that an express condition precedent to Contractor's entitlement to any extension of time on the project shall be full and complete compliance to the satisfaction of the University with the Contractor's obligations in Section 3.06, Contractor's Progress Reports. Failure to submit proper Contractor's progress reports in appropriate and timely fashion shall be deemed a waiver and relinquishment of any right, claim or privilege to obtain an extension of time for the performance of the Contractor's work.
- (3) Failure to strictly comply with this requirement may, in the discretion of the University, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.
- (4) Except as otherwise set forth in this Section 3.04 all procedures set forth in Sections 2.02 and 2.03 of this Agreement shall be complied with by the Contractor. Furthermore, full and complete compliance with the requirements of this Article III is a condition precedent to the Contractor's entitlement to receive an extension of time.

Section 3.05 Extension of Time

- (1) Within ten (10) working days after the commencement of any condition which is causing or may cause the Contractor to incur, require or otherwise need an extension of time, the Contractor shall notify the Consultant and the University of such condition. Full and complete compliance with this paragraph 3.05(1) is a condition precedent to the Contractor obtaining an extension of time for performance of any portion or all of its work.
- (2) An extension or extensions of time for the completion of the work may be granted by the University subject to the provisions of this Section, but only upon written application therefor by the Contractor to the University and the Consultant.
- (3) An application for an extension of time must set forth in detail the source and the nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began and ended and the number of days of delay attributable to each of such causes. It must be submitted prior to completion of the work.
- (4) If such an application is made, the Contractor may be entitled to an extension of time for delay in completion of the work caused solely: (a) by the acts or omissions of the University, its trustees, officers, agents or employees; or (b) by the acts or omissions of other contractors, not including subcontractors of

State University of New York
Construction Agreement

the Contractor, on this Project; or (c) by unforeseeable supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes).

- (5) The Contractor may, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the University may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of this Section and Section 3.04. The University shall make such determination within ninety (90) calendar days after receipt of the Contractor's application for an extension of time; provided, however, said application complies with the requirements of this Section.
- (6) The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the University, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its subcontractors or material-men and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such an act, fault or omission.
- (7) The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the University.
- (8) If the Contractor shall claim to have sustained any damages by reason of delays, extraordinary or otherwise, or hindrances which it claims to be due to any action, omission, direction or order by the University or the Consultant, the Contractor shall be entitled only to an extension of time as hereinabove provided and shall not have or assert any claim or prosecute any suit, action, cause of action or proceeding against the University based upon such delays or hindrances, unless such delays or hindrances were caused by the University's bad faith or its willful, malicious, or grossly negligent conduct, or un contemplated delays, or delays so unreasonable that they constitute an intentional abandonment of the Contract by the University, or delays resulting from the University's breach of a fundamental obligation of the Contract.
- (9) The Contractor shall not be entitled to an extension of time for the performance of any or all of the Work set forth in allowances to the Contract. All allowance work shall be performed in accordance with the Contractor's schedule.

Section 3.06 Contractor's Progress Reports

After commencement of the work the Contractor shall furnish the Consultant with written monthly reports setting forth the condition and progress of the work, the percentage of each part of the work that has been finished, those parts of the work which have been completed within the scheduled time and those parts of the work which have not been finished within the scheduled time, and the general progress of the work that is being performed away from the site and the approximate date when such work will be finished and delivered to the site. Contractor agrees that compliance with this Section 3.06 is an express condition precedent to the Contractor's right, claim or entitlement to obtain an extension of time for the performance of the Contractor's work. Failure to comply with this Section 3.06 shall be a waiver and relinquishment of all such rights, claims and privileges to request or obtain an extension of time for the performance of Contractor's work.

Article IV
Payment

Section 4.01 Compensation to Be Paid Contractor

The University shall pay to the Contractor and the latter shall accept as full and complete payment for the performance of this Agreement, subject to additions or deductions as provided herein, the sum of identified on page one of this agreement which sum is the amount of the Contract consideration.

State University of New York
Construction Agreement

Section 4.02 Value of Omitted and Extra Work

(1) The amount by which the Contract consideration is to be increased or decreased by any Change Order or Field Order shall be determined by the University by one or more of the following methods:

- a. By applying the applicable price or prices set forth on the attached Schedule "I" of this Agreement or by applying a unit price agreed to by both parties. Subject to the provisions of Section 4.04, this method must be used if the Contract Documents contain applicable unit prices.
- b. By estimating the fair and reasonable cost of: (i) labor, including all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees below the rank of superintendent directly employed at the site of the Project; (ii) materials; and (iii) equipment, excluding hand tools, which, in the judgment of the University, would have been or will be employed exclusively and directly on the omitted work or extra work, as the case may be; and, in the case of extra work, where the same is performed directly by the Contractor, by adding to the total of such estimated costs a sum equal to 15 percent thereof, but, where the extra work is performed by a subcontractor, by adding a sum equal to 15 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by the sub-subcontractor), an additional sum equal to 10 percent of the first \$10,000 of the above-estimated costs, including the subcontractor's percentage override, plus 5 percent of the next \$90,000 of the total of said items, plus 3 percent of any sum in excess of \$100,000 of the total of said items. There is no markup on the premium portion of overtime labor. For the purposes of the aforesaid percentage overrides, the words "extra work" shall be defined as a complete item of added, modified or changed work as described in the Consultant's written instructions to the Contractor. Such "extra work" may include the work of one or more trades and/or subcontractors or sub-subcontractors and shall include all labor, materials, plant, equipment, tools and all incidentals directly and/or indirectly necessary, related, involved in or convenient to the successful completion of the extra work item. Where the Consultant's aforesaid written instructions to the Contractor involve both an increase and a reduction in similar or related work, the above percentage overrides will be applied only on the amount, if any, the cost of the increased work exceeds the cost of the reduced work.

No overhead and profit shall be retained by the Contractor on the cost of work determined by the method provided in Subparagraph (1)a.

All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in items (i) through (iii), of the Contractor, its subcontractors and sub-subcontractors, are covered by the aforesaid percentage overrides and no additional payment therefor will be made by the University.

The University may make such cost estimate either before or after the extra work is completed by the Contractor.

- c. By determining the actual cost of the extra work in the same manner as in the above subdivision b except that actual costs of the Contractor shall be utilized in lieu of estimated costs. The University shall have the option to utilize this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor commences performance of such extra work.
- (2) Irrespective of the method used or to be used by the University in determining the value of a Change Order or Field Order, the Contractor, within fifteen (15) working days after a request for the same, must submit to the University and the Consultant a detailed breakdown of the Contractor's estimate of the value of the omitted and/or extra work in a format approved by the University.
- (3) Equipment Watch Rental Rate Blue Book (published online by Intertec Penton Media, Inc.) or other published rates as approved by the University in writing, will be utilized for the equipment rental pricing. For the purposes of paragraph (1) hereof, the cost of equipment shall be determined, irrespective of the actual price for any rental or actual cost associated with such equipment as follows: take the monthly rate listed in Equipment Watch and dividing the same by 176 hours to establish an hourly rate and then multiplying such hourly rate by the actual number of hours that the equipment was used. The Contractor will submit an actual rental invoice, or acceptable quotation from a bonafide equipment rental supplier for rented equipment when

State University of New York
Construction Agreement

equipment is not owned by the Contractor. The equipment rental supplier cannot be an "affiliate" of the Contractor, nor in any way be related to the Contractor. If submitted invoices/quotations are acceptable to the University, the Contractor will be reimbursed the actual rental cost including sales tax and appropriate mark-up. If no listing of rates for an item of equipment is contained in Equipment Watch, the University shall determine the reasonable rate of rental of the particular item of equipment by such other means as it finds appropriate. The edition Equipment Watch to be used shall be that in effect on the date of the receipt of bids for this Agreement. None of the provisions of Equipment Watch shall be deemed referred to or included in this Agreement excepting only the aforesaid monthly rates. To the cost of equipment as determined above, there is to be added the actual cost of gasoline, oil, grease and maintenance required for operation of such equipment and, in the case of equipment utilized only for extra work when, in the opinion of the Consultant, suitable equipment therefor was not available on the site, the reasonable cost of transporting said equipment to and from the site. Notwithstanding the foregoing, if the Consultant should determine that the nature or size of the equipment used by the Contractor in connection with the extra work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Consultant to be suitable for the extra work, the cost of equipment will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by the Consultant to have been suitable for the performance of the extra work.

- (4) Unless otherwise specifically provided for in a Change Order or Field Order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

Section 4.03 Adjustment for Bond and Insurance Premiums

Upon final acceptance of the work to be performed under this Agreement, the University may adjust the Contract consideration to reflect any changes in the cost of all required Bonds and liability and builder's risk insurance premiums which the Contractor had to pay for on all extra work and would have had to furnish and pay for on all omitted work. Unless such cost is agreed upon by the University and the Contractor, the University may calculate and determine the amount of the adjustment in the Contract consideration by estimating such costs. There is no markup on bond or insurance premium adjustment.

Section 4.04 Unit Prices

- (1) Except as otherwise provided in the second paragraph of this Section, the unit prices, set forth on the attached Schedule "I" of this Agreement, will be binding upon both the University and the Contractor in determining the value of omitted and/or extra work, and, in the case of extra work, such unit prices shall be deemed to include all profit, overhead and expenses of whatsoever kind and nature of the Contractor, its subcontractors and sub-subcontractors, and the Contractor agrees that it shall make no claim for any profit, overhead, expense or percentage override in connection therewith.
- (2) Where said Schedule "I" sets forth a unit price for added and/or deducted work, the University shall have the option, whenever it is found that the quantity of changed work varies by more than 15 percent from the quantity that is stated or that can be determined by the Contract Documents at the time of execution thereof, to accept or reject such unit price for the quantity that the changed work varies by more than 15 percent from the stated or determinable quantity. Where a quantity is not specifically stated in the Contract Documents, the University's determination of the amount of said quantity included in the Contract Documents shall determine the applicability of this paragraph. Where the University, pursuant to the foregoing provisions, exercises its aforesaid option, the amount of the increase or decrease in the Contract consideration for the quantity of work which varies by more than 15 percent from the stated or determinable quantity shall be determined in accordance with the provisions of Section 4.02 of the Agreement as if there was no unit price therefor set forth in said Schedule "I".

Section 4.05 Allowances

- (1) The Contractor acknowledges that the Contract consideration includes the allowances set forth on the attached Schedule "II" and "III" of this Agreement and, except for quantitative and field order allowances, it agrees to cause the work covered thereby to be done by such contractors for such sums as the University may direct. Where cash allowances are provided, the allowances shall be deemed to include

State University of New York
Construction Agreement

the purchase of the materials and/or equipment and the delivery of same to the job site. Unless otherwise specified in the Contract Documents, cash allowances do not include the proper installation of the materials and/or equipment or the connection for final utilities thereto; the cost of said installation and/or connection having been included in the amount of the Contract consideration.

- (2) The Contractor acknowledges that the Contract consideration includes such sums for expenses and profit on account of cash allowances as it deems proper and that it shall make no claim for expenses or profit or any percentage override in addition thereto; said items having been included in the amount of the Contract consideration.
- (3) In the event any of the cash allowances listed below are either higher or lower than the cost of having the work done in accordance herewith, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be the difference between the amount of the allowance and the actual cost of performing the work covered thereby.
- (4) When quantitative allowances are provided, progress payments thereof to the Contractor will be based upon the applicable unit prices set forth on the attached Schedule "I" of the Agreement, subject, however, to the provisions of paragraph (2) of Section 4.04. In the event any of said quantitative allowances are more than or less than the actual quantity of work performed, the Contract consideration shall be adjusted to reflect such variance, the amount of said adjustment to be determined in accordance with the provisions of Sections 4.02, 4.04 and 4.05A of the Agreement.

Section 4.05A Field Orders

When the Agreement contains a Field Order Allowance, the bid shall include the amount of such allowance. Said amount shall cover the cost of additional labor, materials and time for contingent activities within the scope of the Agreement as directed and described by the University in writing in a Field Order. The Field Order will include a description of the work and the method for determining the value of such work. The value of the work directed under this allowance will be determined by one or more of the provisions of Section 4.02. If the net cost(s) of all Field Orders issued are more or less than the specified amount of the allowance, the Contract sum will be adjusted by Change Order.

Section 4.06 Deductions for Unperformed and/or Uncorrected Work

- (1) Without prejudice to any other rights, remedies or claims of the University, in the event that the Contractor at any time fails or neglects to supply working forces and materials of the proper quantity and quality necessary, in the opinion of the Consultant or the University, to comply with the approved time progress schedule, or fails in any respect to prosecute the work with promptness and diligence or causes by any action or omission the stoppage or delay of or interference with the work of any other contractor having a contract with the University, or fails in the performance of any obligations and responsibilities under this Agreement, then, and in that event, the University, acting itself or through the Consultant, may, upon three (3) working days' notice to the Contractor, either itself provide or have any other contractor, including but limited to the University's Job Order Contracting Program, provide any and all labor or materials or both necessary, in its opinion, to correct any aforesaid deficiency of the Contractor, and the University will thereafter backcharge the Contractor by issuing a Change Order reducing the amount of the Contract consideration for all costs and expenses it incurs in connection with the correction of such deficiency. The Contractor agrees that the University may deduct from any application for payment made by the Contractor, any and all Design Professional, Consultant and/or Construction Management fees and costs incurred by the University together with a markup upon such hard costs in the amount of 15% for services required in connection with the correction of such deficiency(ies).
- (2) Notwithstanding any provisions in the Contract Documents to the contrary, if the University deems it inexpedient to correct work not done in accordance with the Contract or any work damaged as a result thereof, it shall notify the Contractor of such fact and the latter shall not remedy or correct the same. In such event, however, the amount of the Contract consideration shall be decreased by an amount, determined by the University, which is equal to the difference in value of the work as performed by the Contractor and the value of the work had it been satisfactorily performed in accordance with the Contract or which is equal to the cost of performing the corrective work, whichever shall be the higher amount.

State University of New York
Construction Agreement

Section 4.07 Liquidated Damages

In the event that the Contractor shall fail to substantially complete all the work within the time fixed for such completion on page one of this agreement, or within the time to which such completion may have been extended or in the event that the Contractor abandons the work and the same is not substantially completed within the aforesaid time for such completion, the Contractor must pay to the University as damages for each calendar day of delay in completing the work the amount set forth on page one of the Contractors proposal, as stated on page one of this agreement. . In view of the difficulty of accurately ascertaining the loss which the University will suffer by reason of delay in completion of the work hereunder, said sum is hereby fixed and agreed as liquidated damages which the University will suffer by reason of such delay and not as a penalty. The University may deduct and retain out of the monies which may become due hereunder to the Contractor the amount of any such liquidated damages and, in case the amount which may become due to the Contractor under the provisions of the Contract may be less than the liquidated damages suffered by the University, the Contractor shall pay the difference, upon demand, to the University.

Section 4.08 Contract Breakdown

Prior to the submission of its first application for a progress payment, the Contractor shall present to the University and the Consultant for their approval a detailed schedule showing the breakdown of the Contract consideration. The Contract Breakdown Summary shall be further broken down as required by the Consultant and the University. Such schedule must contain the amount estimated for each part of the work and quantity survey for each part of the work. It shall also list the estimated value of the Contractor's guarantee obligations under the provisions of the Contract Documents, which is hereby fixed at \$5,000 or one-half of one percent (1/2%) of the Contract award amount, whichever is the lesser sum. Such schedule shall be revised by the Contractor until the same shall be satisfactory to the University and the Consultant and shall not be changed after the University and the Consultant have approved the same. The amounts set forth in the schedule will not be considered as fixing the basis for additions to or deductions from the Contract consideration.

Section 4.09 Prompt Payment Requirements

- (1) For the purposes of Article XI-A of the State Finance Law, the campus for which the work is being performed is the University's designated payment office. Applications for payment must contain the approval of the Consultant before being submitted to the University.
- (2) Whenever the Consultant's approval of an application for payment is required under the Contract, the Consultant shall have fifteen (15) calendar days, after receipt of such application, to inspect the work before acting on the application.
- (3) Until such time that the Contract is approved by the University, the thirty (30) day period, referred to in Article XI-A of the State Finance Law for the payment of invoices without interest, shall not begin.

Section 4.10 Progress Payments

- (1) Unless otherwise provided in the Contract, progress payments will be made as the work progresses upon applications submitted by the Contractor and approved by the Consultant and the University. Payment of such approved applications shall be made by the University within thirty (30) days after such approval has been given.
- (2) The University shall make progress payments to the Contractor on the basis of such approved applications, less a retained amount equal to 5 percent thereof (i.e. retainage) , plus an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged, , together with any back charges and offsets which are deemed necessary or likely to be incurred by the University as a result of any failure by the Contractor to fully, completely, accurately and timely perform its work, which it shall reserve from each such payment until all of the work covered by the Contract has been completed.
- (3) When the University and the Consultant have determined that all the work is substantially completed, or that a substantial portion of the permanent construction has been completed and accepted, the University shall make a progress payment to the Contractor, on the basis of an application submitted by the Contractor and approved by the Consultant and the University, which shall reduce the unpaid amount due to the Contractor under the terms of the Contract, including all monies retained by the University from

State University of New York
Construction Agreement

previous progress payments to the Contractor, to an amount equal to two (2) times the cost, estimated by the Consultant, of performing, in accordance with the Contract, all uncompleted, unaccepted and corrective work, plus an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the University shall make progress payments to the Contractor, on the basis of applications submitted by the Contractor and approved by the University and the Consultant, covering said items of work less an amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

Section 4.11 Applications for Progress Payments

The Contractor shall prepare all applications for progress payments for work performed, together with supporting data and computations as are deemed necessary by the Consultant to determine the accuracy of the application. The application for payment and all required supporting documentation shall be submitted using the University's prescribed forms. The Contractor shall include with such applications reports detailing actual payments to minority and women-owned businesses who participate on University projects. Failure of the Contractor to submit applications for progress payments, or lack of complete and accurate supporting data, shall be sufficient reason for withholding payment until such omissions or errors are rectified. Unless otherwise directed, such applications, signed and certified as correct by the Contractor, shall be delivered by the Contractor to the Consultant once each month showing the total value of work completed and in place on the last day of the payment period covered by the application.

Section 4.12 Progress Payments for Materials Delivered to Site

- (1) Progress payments made in accordance with Section 4.10 shall include a payment for materials and equipment to be furnished and installed under the Contract, after such materials and equipment have been delivered and accepted at the site of the work.
- (2) Materials and equipment for which such progress payment has been made shall not be removed from the site, shall be stored until incorporated into the work in a location approved by the Consultant and shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever, and shall at all times be available for inspection by the Consultant and the University.

Section 4.13 Transfer of Title to Materials Delivered to Site

Title to all supplies and materials to be furnished or provided by the Contractor to the University pursuant to the provisions of the Contract Documents shall immediately vest in and become the sole property of the University upon delivery of such supplies and materials to the site. Notwithstanding such transfer of title, the Contractor shall have the full continuing responsibility to install such materials and supplies, protect them, maintain them in proper condition and forthwith repair, replace and make good any damage thereto without cost to the University until such time as the work covered by the Contract is fully accepted by the University. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract. In the event that, after title has passed to the University, any of such supplies and materials are rejected as being defective or otherwise unsatisfactory, title to all such supplies and materials shall be deemed to have been transferred back to the Contractor.

Section 4.14 Progress Payments for Materials Stored Off Site

- (1) Progress payments made in accordance with Section 4.10 shall include a payment for materials and equipment which are in short and/or critical supply or have been specially fabricated for the Project. Materials and equipment, for which a progress payment is made pursuant to the preceding sentence, shall be stored by the Contractor, after fabrication, until such time as their delivery to the site is required, at a facility and location approved by the Consultant; shall be adequately protected from fire, theft and vandalism, the effects of the elements and any other damage whatsoever; and shall at all times be available for inspection by the Consultant and the University. No progress payment shall, however, be made for said materials and equipment until:
 - a. The Contractor furnishes to the University a bill of sale listing quantity and costs of said materials and equipment f.o.b. point of origin;
 - b. The Consultant shall have inspected said materials and equipment and recommended payment therefor; and

State University of New York
Construction Agreement

- c. The Contractor furnishes to the University a builder's risk insurance policy, with the broad form extended coverage endorsement, for said materials and equipment, in an amount equal to 100 percent of the value thereof, which policy shall be maintained, at the sole cost and expense of the Contractor, until said materials and equipment have been incorporated into the Project. The said insurance policy shall contain a provision that the loss, if any, is to be made adjustable with and payable to the University as trustee for the insured, i.e., the University and the Contractor, and a provision that it shall not be changed or cancelled and that it will be automatically renewed upon expiration and continued in force unless the University is given thirty (30) days written notice to the contrary.
 - d. The Contractor shall develop and provide a preventive maintenance log for stored equipment when determined appropriate by the Consultant. The Contractor shall provide timely notification and opportunity for the Consultant and the University to view the Contractor's preventative maintenance efforts.
- (2) Materials and equipment for which a progress payment has been made by the University pursuant to this Section shall be, become and remain the sole property of the University; provided, however, that the Contractor shall have the full continuing responsibility to install such materials and equipment, to deliver it to the site, to protect it, to maintain it in proper condition and to forthwith repair, replace and make good any damage thereto without cost and/or additional time to the University until such time as the work covered by the Contract is fully accepted by the University. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract.

Section 4.15 Withholding of Progress Payments

Notwithstanding anything contained in the Contract to the contrary, the University may withhold payment of all or any part of a progress, final or guarantee payment, in such an amount as it may deem proper to enforce the provisions of the Contract and to satisfy the claims of third parties, when:

- a. The University shall learn of any claim, of whatsoever nature or kind, against the University or the Contractor, which in any way arises or is alleged to arise out of or as a result of or in connection with the performance by the Contractor of the work covered by the Contract or out of or in connection with the Contractor's operations or performance at or in the vicinity of the construction site, that, in the opinion of the University, may not be adequately covered by insurance.

If an action on such claim is timely commenced and the liability of the University and/or the Contractor shall have been established therein by a final judgment of a court of competent jurisdiction, or if such claim shall have been admitted by the Contractor to be valid, the University shall pay such judgment or admitted claim out of the monies retained by it under the provisions of the Contract and return the balance, if any, without interest, to the Contractor.

The University may withhold from the Contractor any payments retained by it until such time as all such claims are either satisfied or barred by law from being presented. At such time the University, upon written demand by the Contractor, shall return to the Contractor the amount so withheld, without interest.

- b. The Contractor has not complied with any lawful or proper direction of the Consultant or the University or their representatives concerning the work covered by the Contract or the performance of the Contract or the production of records as required under the provisions of the Contract.
- c. There exists any of the conditions, listed in Section 2.26, which would allow the University to declare the Contractor in default of the whole or any part of the work.
- d. The Contractor is a foreign contractor and has not furnished satisfactory proof that all taxes due by such Contractor under the provisions of the Tax Law have been paid. The Certificate of the New York State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes. The term "foreign contractor" as used herein means, in the case of an individual, a person who is not a resident of the State of New York; in the case of a partnership, one having one or more partners not a resident of the State; and in the case of a corporation, one not organized under the laws of the State of New York.

State University of New York
Construction Agreement

- e. The Contractor, upon request of the University at any time after the initial progress payment by the University to the Contractor, fails to furnish the University with such documentary evidence that the University may deem necessary to prove to it that material and labor paid for by the University under previous applications for payment submitted have been paid for by the Contractor and that there are no outstanding claims or liens in connection therewith or fails to satisfy the University that the Contractor, with good cause, has sufficiently provided for the payment and/or satisfaction of claims for said material and labor.

Section 4.16 Lien Law

The attention of the Contractor is specifically called to the provisions of the Lien Law of the State of New York, wherein funds received by a Contractor for a public improvement are declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

Section 4.17 Substitution of Securities for Retainage

Any time after 50 percent of all the work has been completed, the University, if the progress and performance of the work is satisfactory to it, on request of the Contractor, will allow the Contractor to withdraw up to 50 percent of the aforesaid amount retained by the University by depositing with the Comptroller of the State of New York government securities, of the type and kind specified in Section 139 of the State Finance Law, having a market value not exceeding par, at the time of deposit, equal to the amount so withdrawn. The Comptroller of the State of New York shall, from time to time, collect all interest or income on the obligations so deposited, and shall pay the same, when and as collected, to the Contractor. If the deposit be in the form of coupon bonds, the coupons as they respectively become due shall be delivered to the Contractor; provided, however, that the Contractor shall not be entitled to interest or coupons or income on any of the deposited securities, the proceeds of which have or will be used or applied by the University. In the event that the Contractor does not, in accordance with the terms and provisions of the Contract, comply with and fulfill all of its obligations and responsibilities thereunder, the Comptroller of the State of New York shall have the right to sell, assign, transfer or otherwise dispose of the aforesaid securities and the University shall have the right to use and apply all or any part of the monies obtained by the Comptroller of the State of New York from such a sale, assignment, transfer or disposition or from the collection of interest or income from said securities to the performance and fulfillment of said obligations and responsibilities. Notwithstanding the foregoing, when the University makes a payment under Section 4.10 (3) of the Agreement, it will return to the Contractor, as part of such payment, its substituted securities, and thereafter all retention of the University shall be in funds and not in substituted securities.

Section 4.18 Final Payment

Upon acceptance of all the work, ~~except for the Contractor's guarantee obligations~~ under Section 2.25 of the agreement and the Contractor's guarantee obligations under any provision of the Specifications, the Contractor shall prepare and submit to the University and the Consultant, for their approval, a final application for payment, which the University, within thirty (30) days after its approval of same, shall pay. Such application and payment shall be in an amount equal to 100 percent of the Contract consideration excluding the Contractor's guarantee obligations, less:

- a. All previous payments by the University to the Contractor;
- b. All deductions authorized to be made by the University under the Contract; and
- c. An amount necessary, in the University's judgment, to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.
- d. The Contractor shall not be entitled to any interest on the monies retained by the University pursuant to Subdivision c of Section 4.18 of the Agreement.

Section 4.19 Acceptance of Final Payment

- (1) The acceptance by the Contractor, or by any one claiming by or through it, of the final payment shall, except with respect to the amount retained by the University pursuant to the provisions of subdivisions b and c of Section 4.18 of the Agreement, constitute and operate as a release to the University from any and all claims of any liability for anything theretofore done or furnished for or relating to or arising out of

State University of New York
Construction Agreement

the work covered by the Contract and for any prior act, neglect or default on the part of the University or any of its trustees, officers, agents or employees in connection therewith.

- (2) Should the Contractor refuse to accept the final payment as tendered by the University or should the Contractor refuse to execute the final application for payment without protest and without reserving any rights or claims against the University, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said final application for payment.

Section 4.20 — Guarantee Payment

- (1) ~~Subject to the provisions of the second paragraph of this Section, at the expiration of one (1) year after the University has accepted all the work covered by the Contract, the Contractor shall prepare and submit to the University and the Consultant, for their approval, a guarantee application for payment, which the University, within thirty (30) days after its approval of same, shall pay. Such application and payment shall be in an amount equal to the monies retained by the University for the Contractor's guarantee obligations under the Agreement, less any monies deducted by the University under this Section. The Contractor shall not be entitled to any interest on the monies retained by the University pursuant to subdivision c of Section 4.18 of the Agreement.~~
- (2) ~~In the event the Contractor does not, in accordance with the terms and provisions of the Contract, complete all corrective work or comply with and fulfill its contractual obligations, the University may use and apply all or any part of the monies retained by it to have such work or obligations performed or fulfilled by a person, firm or corporation other than the Contractor. The obligations of the Contractor, under the terms and provisions of the Contract, shall not, however, be limited to the monies retained by the University pursuant to the provisions of the Contract.~~
- (3) ~~No payments may be made under this agreement for work completed more than 365 days after the completion date listed on page one of this agreement unless the date/duration listed on page one of this agreement, is extended in writing by the University.~~

Section 4.21 — Acceptance of Guarantee Payment

~~The acceptance by the Contractor or by anyone claiming by or through it, of the guarantee payment shall constitute and operate as a release to the University from any and all claims in connection with monies retained by the University. Should the Contractor refuse to accept the guarantee payment as tendered by the University or should the Contractor refuse to execute the guarantee application for payment without protest and without reserving any rights or claims against the University, it shall constitute a waiver of any right to interest on the amount of the payment so tendered and/or on the amount set forth in said guarantee application for payment.~~

Section 4.22 Contractor Limited to Money Damages

Inasmuch as the Contractor can be compensated adequately by money damages for any breach of the Contract which may be committed by the University, the Contractor agrees that no default, act or omission of the University shall constitute a material breach of the Contract entitling it to cancel or rescind the same or to suspend or abandon performance thereof; and it hereby waives any and all rights and remedies to which it might otherwise be or become entitled to because of any wrongful act or omission of the University or its representatives, saving only its right to money damages.

Section 4.23 No Estoppel or Waiver

- (1) The University shall not be precluded or estopped by any inspection, acceptance, application for payment or payment, final or otherwise, issued or made under the Contract or otherwise issued or made by it, the Consultant, or any trustee, officer, agent or employee of the University, from showing at any time the true amount and character of the work performed, or from showing that any such inspection, acceptance, application for payment or payment is incorrect or was improperly issued or made; and the University shall not be precluded or estopped, notwithstanding any such inspection, acceptance, application for payment or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with the Contract and any monies which may be paid to it or for its account in excess of those to which it is lawfully entitled.

State University of New York
Construction Agreement

- (2) Neither the acceptance of all or any part of the work covered by the Contract; nor any payment therefor; nor any order or application for payment issued under the Contract or otherwise issued by the University, the Consultant, or any trustee, officer, agent or employee of the University; nor any permission or direction to continue with the performance of the Contract before or after its specified completion date; nor any performance by the University of any of the Contractor's duties or obligations; nor any aid lent to the Contractor by the University in its performance of such duties or obligations; nor any delay or omission by the University to exercise any right or remedy accruing to it under the terms of the Contract or existing at law or in equity or by statute or otherwise; nor any other thing done or omitted to be done by the University, its trustees, officers, agents or employees; shall be deemed to be a release to the Contractor or its sureties from any obligations, liabilities or undertakings in connection with the Contract or the Performance Bond or a waiver of any provision of the Contract or of any rights or remedies to which the University may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the Contract, because of any breach hereof, shall be deemed a waiver of any money damages to which the University may be entitled because of such breach. No waiver by the University of any breach of the Contract shall be deemed to be a waiver of any other or any subsequent breach.

Section 4.24 Limitation of Actions

- (1) No action or proceeding shall be maintained by the Contractor, or anyone claiming under or through the Contractor, against the University, or its trustees, officers, agents or employees, upon any claim arising out of or based upon the Contract or any breach thereof or by reason of any act or omission or requirement of the University, or its trustees, officers, agents or employees, unless:
- a. Such action or proceeding is instituted in the Supreme Court of the State of New York in and for the County of Albany;
 - b. The Contractor or the person claiming under or through it shall have strictly complied with all requirements relating to the giving of notices and information with respect to such claims; and shall have provided the University with an electronic version of any claims, including all required information and copies of all contractually required notices that the Contractor provided to the University and the Consultant throughout the duration of the Contract ;
 - c. Such action or proceeding by the Contractor shall be commenced within eighteen months after the date of substantial completion set by the University or its Consultant and issued in writing to the Contractor. Any action or proceeding not commenced within this time frame shall be dismissed with prejudice.
 - d. If the Contract is terminated or the Contractor declared in default by the University, such action is commenced within six (6) months after the date of such termination or declaration of default by the University.
 - e. All claims and disputes which are subject to or related to this Agreement and the Project shall be subject to non-binding mediation, at the sole option and discretion of the University. Should the University at its sole option and in the exercise of its sole discretion elect to mediate under this clause, then a letter from the University indicating the completion of such mediation shall be a condition precedent to any litigation by Contractor against the University or the State of New York. In the absence of the University exercising its right to proceed to mediation, the condition precedent to any litigation against the University of the State of New York, shall be a letter citing that the University declines its rights under this clause. The costs of any mediation shall be paid equally by the parties to the mediation.
- (2) Notwithstanding anything in the laws of the State of New York to the contrary, the Contractor, or anyone claiming under or through the Contractor, shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified is dismissed or discontinued for any reason whatsoever.

Section 4.25 Electronic Payments

The Contractor shall provide complete and accurate payment applications in order to receive payment. Payment applications submitted must contain all information and supporting documentation required by the University.

State University of New York
Construction Agreement

Payment for applications submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the University's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Office of the State Comptroller's website at www.osc.state.ny.us/epay/index.htm; by email at epunit@osc.state.ny.us; or by telephone at 518-474-4032. The Contractor acknowledges that it will not receive payment on any invoices submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the University has expressly authorized payment by paper check as set forth above.

Article V
Protection of Rights and Property

Section 5.01 Accidents and Accident Prevention

The Contractor shall at all times take reasonable precautions for the safety of persons engaged in the performance of the work. The Contractor shall comply fully with all applicable provisions of the laws of the State of New York and OSHA and with all valid rules and regulations thereunder. The Contractor's attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor.

Section 5.02 Adjoining Property

The Contractor shall be required to protect all the adjoining property and to repair or replace any such properties damaged or destroyed by it, its employees or subcontractors through, by reason of or as a result of activities under, for or related to the Contract.

Section 5.03 Emergencies

- (1) In case of an emergency which threatens loss or injury to persons or property, the Contractor will be allowed to act, without previous instructions from the Consultant or the University, in a diligent manner, to the extent required to avoid or limit such loss or injury, and it shall notify the Consultant and the University immediately thereafter of the action taken by it and of such emergency. Where the Contractor has not taken action but has notified the Consultant or the University of an emergency which threatens loss or injury to persons or property, it shall act in accordance with the instructions and/or authorization by the Consultant or the University.
- (2) In the event that the Contractor performs extra work in accordance with the preceding paragraph, it will be compensated therefor in accordance with the provisions of Section 4.02.

Section 5.04 Fire Safety

- (1) If the existing building is to be partially occupied during the course of the project, all existing exits except those shown for closure, fire walls, fire barriers and fire protection systems shall be continuously maintained in the occupied phases in compliance with the Fire Code of New York State and as required by NFPA 241 and as recommended in its Annex A, Explanatory Material, or other measures must be taken which in the opinion of the Consultant will provide equal safety. Those portions occupied by the campus must be available for their use 24 hours a day, seven days a week during the contract period unless otherwise scheduled in these documents. Comply with all applicable State and Federal codes and regulations. Prior to removal of existing fire walls, fire barriers and fire protection systems, if such removal is part of the work, install equivalent temporary fire walls, fire barriers and fire protection systems. The cost of all labor, fire watches, variances, materials, installations, maintenance and removal of such temporary fire protection systems or modifications to the existing systems are the responsibility of the Contractor. Install permanent fire walls, fire barriers and fire protection systems, if provided as part of the work, as soon as practical and as required by NFPA 241 and as recommended in its Annex A, Explanatory Material.
- (2) Solid fuel salamanders and heaters shall not be used by the Contractor or any of its subcontractors. All other salamanders used by the Contractor or any of its subcontractors shall require constant attendance of competent persons on each floor where in use.

State University of New York
Construction Agreement

- (3) All temporary fabric used by the Contractor or any of its subcontractors for curtains or awnings shall be either non-combustible or flame retarded so that it will not burn or propagate flame.

Section 5.05 Risks Assumed by Contractor

- (1) To the fullest extent permitted by law, the Contractor solely assumes the following distinct several risks whether they arise from acts or omissions (whether negligent or not and whether supervisory or otherwise) of the Contractor, of the University, of third persons or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the work covered by the Contract, whether such risks are within or beyond the control of the Contractor and whether such risks involve a legal duty, primary or otherwise, imposed upon the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York, excepting only risks which arise from defects in maps, plans, designs or Specifications prepared, acquired or used by the Consultant or the University, from the negligence of the University, its agents or employees or from affirmative acts of the, State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York or the State University of New York or their trustees, officers, agents or employees committed with intent to cause the loss, damage and injuries herein below set forth:
- a. The risk of loss or damage, direct or indirect, to the work covered by the Contract or to any plant, equipment, tools, materials or property furnished, used, installed or received by the University or by the Contractor or any subcontractor, material man or worker performing services or furnishing materials for the work covered hereunder. The Contractor shall bear such risk of loss or damage until the work covered by the Contract has been finally accepted by the University or until completion of removal of such plant, equipment, tools, materials or property from the construction site and the vicinity thereof, whichever event occurs last. In the event of such loss or damage, the Contractor shall forthwith repair, replace and/or make good any such loss or damage without cost to the University.
 - b. The risk of claims, just or unjust, by third persons against the Contractor, the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York, or the State University of New York on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or in connection with the performance by the Contractor of the work covered by the Contract (whether actually caused by or resulting from the performance of the Contract) or out of or in connection with the Contractor's operations or presence at or in the vicinity of the construction site.
- (2) To the fullest extent permitted by law, the Contractor shall indemnify and save harmless the State University Construction Fund the Dormitory Authority of the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees against all claims described above and for all costs and expenses incurred by them in the defense, settlement or satisfaction thereof, including attorneys' fees and court costs. If so directed, the Contractor shall at its own expense defend against such claims, in which event it shall not, without obtaining express advance permission from Counsel of the University, raise any defense involving in any way jurisdiction of the tribunal over the University, governmental nature of the University or the provisions of any statutes respecting suits against the University.
- (3) Neither the University's final acceptance of the work to be performed hereunder nor the making of any payment shall release the Contractor from its obligations under this Section. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall not be deemed to limit the effect of the provision of this Section or to imply that it assumes or is responsible for only risks or claims of the type enumerated.

Section 5.06 Compensation and Liability Insurance

- (1) General Requirements
- a. Prior to the commencement of the work to be performed by the Contractor, the Contractor shall procure at its sole cost and expense, and maintain in force at all times during this Agreement until Final Payment and as further required by the Contract, policies of insurance as herein set forth below. All insurance shall be written by insurance carriers approved by the University, licensed to do business in the State of New York ("admitted" carriers), and rated at least "A-" by A.M. Best Company.

State University of New York
Construction Agreement

- b. Prior to the commencement of the work, the Contractor shall submit to the University, certificates of insurance, in a form acceptable to the University, showing evidence of compliance with all insurance requirements contained in this Agreement. Certificates of Insurance (with the exception of Workers' Compensation and Disability) must be provided on an ACORD 25 Certificate of Insurance, or an equivalent form. Certificates of Insurance shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract; specify the additional insureds and named insureds as required herein; and be signed by an authorized representative of the insurance carrier or producer. Deductibles or self-insured retentions above \$25,000 are subject to approval by the University and additional security may be required. Certificates shall reference the Contract number. Only original documents will be accepted.
- c. All insurance shall provide that the required coverage apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the University for any claim arising from the Contractor's work under this Agreement, or as a result of Contractor's activities. Any other insurance maintained by the University shall be in excess of and shall not contribute with the Contractor's insurance, regardless of the "other insurance" clause contained in the University's own policy of insurance. A copy of the endorsement reflecting this requirement may be requested by the University.
- d. Not less than thirty days prior to the expiration date or renewal date, the Contractor shall supply the University with updated replacement certificates of insurance and endorsements. The Contractor shall advise the University of any letter or notification that cancels, materially changes, or non-renews the policy and Contractor shall require the insurance carrier(s) to copy the University on any letter or notification that cancels, materially changes, or non-renews the policy. If, at any time during the period of the Agreement, insurance as required is not in effect, or proof thereof is not provided to the University, the University shall have the options to (i) direct the Contractor to stop work with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an event of default under Section 2.26 of the Agreement. At any time the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Agreement the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the University. Any delay or time lost as a result of the Contractor not having insurance required by the Agreement shall not give rise to a delay claim or any other claim against the University. If required by the University, Contractor shall deliver to the University within forty-five (45) days of such request, a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.
- e. Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on those entities, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor. Contractor shall keep the subcontractor certificates of insurance on file and produce them upon the demand of the University.
- f. The aggregate insurance limits set forth herein shall apply separately to each contract for which a certificate of insurance and/or policy is issued.
- g. Unless otherwise agreed to in writing by the University, policies must be endorsed to provide that there shall be no right of subrogation against the University. To the extent that any of the policies of insurance prohibit such a waiver of subrogation, Contractor shall secure the necessary permission to make this waiver.
- h. Except as otherwise specifically provided herein or agreed in writing, policies must be written on an occurrence basis. The insurance policy(ies) shall name the State University Construction Fund, State University of New York, State of New York, its officers, agents, and employees as additional insureds thereunder. The additional insured requirement does not apply to Workers' Compensation or Disability coverage. Include ISO Endorsement CG 20 10 11 85 or its equivalent.

(2) Specific Coverage and Limits

State University of New York
Construction Agreement

The Contractor shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater:

- a. **Commercial General Liability Insurance.** A Commercial General Liability insurance policy with coverage that shall include, but not be limited to coverage for bodily injury, property damage, personal/advertising injury, premises liability, independent contractors, blanket contractual liability including tort liability of another assumed in Contract, liability arising from all work and operations under this Agreement, defense and indemnification obligations, including those assumed under Contract, cross liability coverage for additional insureds, products/completed operations for a term no less than three years commencing upon acceptance of the work, explosion, collapse, and underground hazards, contractor means and methods, and liability resulting from Section 240 or Section 241 of the NYS Labor Law. The limits under such policy shall not be less than *\$2,000,000 each occurrence; \$2,000,000 general aggregate; and products/completed operations with an aggregate limit of \$2,000,000.*
- b. **Workers Compensation and Disability Benefits** as required by New York State.
- c. **Comprehensive Business Automobile Liability Insurance.** A policy with a combined single limit for bodily injury and property damage of no less than \$1,000,000 covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired, and non-owned vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates. If the Contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.
- d. **Umbrella and Excess Liability.** When the limits of the Commercial General Liability, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary, provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the University or additional insured shall be considered excess of and shall not contribute with any other insurance procured or maintained by the Contractor including primary, umbrella and excess liability regardless of the "other insurance" clause contained in either party's policy.
- e. **Owner's Protective Liability Insurance.** A policy issued to and covering the liability for damages imposed by law upon the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees, with respect to all operations under the Contract by the Contractor and its subcontractors, and/or their interest in the Project and the property upon which work under the Contract is to be performed, including omissions and supervisory acts of the former. Said insurance policy limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- f. **Asbestos Abatement Insurance.** A liability insurance policy issued to and covering the liability, of the Contractor and/or subcontractor engaged in the removal, handling or wrapping of asbestos, if any of such work is to be performed under the Contract, for bodily injury, illness, sickness or property damage caused by exposure to asbestos in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The Contractor and/or its aforesaid subcontractor shall either obtain an endorsement to the aforesaid required insurance policy adding the State University Construction Fund, the Dormitory Authority of the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees, as additional parties insured thereunder or shall obtain a separate owner's protective liability insurance policy for such parties with coverage similar to that required by the first sentence of this subdivision. In addition, any Contractor or subcontractor engaged in the removal, handling, or wrapping of asbestos shall, to the fullest extent permitted by law, hold harmless and indemnify the State University Construction Fund, the Dormitory Authority of the State of New York the State of New York and the State University of New York, their trustees, officers, agents or employees, for any claims or liabilities in connection with illness or sickness arising from work performed, not performed, or which

State University of New York
Construction Agreement

should have been performed. The Contractor shall have said hold-harmless and indemnification conditions stipulated in all Contracts with subcontractors.

Section 5.07 Builder's Risk

- (1) The Contractor shall procure and maintain, at its own cost and expense, until final acceptance of all work covered by this Agreement or until the Project has been turned over for use by the State University of New York, whichever event occurs earlier, a builder's risk insurance policy covering all risks, with fire, extended coverage, vandalism and malicious mischief coverage. In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the insurance company. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by operation of any law, ordinance, or regulation, and property of the State held in their care, custody and/or control.
- (2) The policy shall be in an amount equal to the Project's insurable value, i.e., the Contract consideration less the cost of the Contractor's Performance and Labor and Material Bonds; the cost of trees, shrubbery, lawn grass, plants and the maintenance of the same; the cost of demolition; the cost of excavation; the cost of foundations, piers or other supports which are below the undersurface of the lowest basement floor, or where there is no basement, which are below the surface of the ground, concrete and masonry work; the cost of underground flues, pipes or wiring; the cost of earthmoving, grading and the cost of paving, roads, walks, parking lots or athletic fields; and the cost of bridges, tunnels, dams, piers, wharves, docks, retaining walls and radio and/or television towers and antennas.
- (3) The policy may contain a provision for a \$500 deductible for each loss to a Project having an insurable value of less than \$1,500,000 and a \$1,000 deductible for each loss to a Project having an insurable value of \$1,500,000 or more.
- (4) The University, the Contractor and its subcontractors, as their interests may appear, shall be named as the parties insured under said policy.
- (5) The Contractor shall have the sole responsibility to promptly report any loss to the insurer and/or its representatives and to furnish the latter with all necessary details relating to the occurrence of the loss and the amount thereof. The University, the Contractor and all subcontractors of the Contractor waive all rights, each against the others, for damages caused by fire or other perils covered by insurance provided under the terms of this Section, except such rights as they may have to the proceeds of insurance received; provided, however, this waiver shall not apply to any manufacturer, supplier or similar agent under any guarantee or warranty.
- (6) The Contractor shall not violate or permit to be violated any condition of such policy and shall at all times satisfy the fire safety requirements of the University and the insurance company issuing the same.
- (7) The procurement and maintenance of said policy shall in no way be construed or be deemed to relieve the Contractor from any of the obligations and risks imposed upon it by this Agreement or to be a limitation on the nature or extent of such obligations and risks.
- (8) Not less than thirty days prior to the expiration date or renewal date, the Contractor shall supply the University with an updated replacement certificate of insurance and endorsements. The Contractor shall advise the University of any letter or notification that cancels, materially changes, or non- renews the policy and Contractor shall require the insurance carrier(s) to copy the University on any letter or notification that cancels, materially changes, or non- renews the policy. Before the Contractor shall be entitled to have any progress payment rendered on account of the work which is to be insured pursuant to this Section, it shall furnish to the University a certificate in duplicate of the insurance herein required. Such insurance must be procured from an insurance carrier approved by the University, licensed to do business in the State of New York ("admitted" carrier), and rated at least "A-" by A.M. Best Company.

Section 5.08 Effect of Procurement of Insurance

Neither the procurement nor the maintenance of such insurance shall in any way affect or limit the obligations, responsibilities or liabilities of the Contractor hereunder.

State University of New York
Construction Agreement

Section 5.09 No Third Party Rights

Nothing in this Section or in this Agreement shall create or give to third parties, except the Dormitory Authority of the State of New York, the State of New York and the State University Construction Fund any claim or right of action against the Contractor, the Consultant, the State University of New York, the State University Construction Fund, the Dormitory Authority of the State of New York, or the State of New York and beyond such as may legally exist irrespective of this Section or this Agreement.

Article VI
Minority and Women's Business Enterprises (MWBEs) / Equal Employment Opportunity (EEO)
Provisions

The University is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

The requirements for the MWBE and EEO programs are set forth in "Exhibit A-1" which is attached hereto and made a part hereof, and shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and, in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Article VII
Provisions Required by Law

Section 7.01 Provisions Deemed Inserted

Each and every provision required by law to be inserted in the Contract, including, but not limited to, the applicable provisions set forth in Exhibit "A" which is attached hereto and made a part hereof, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and, in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Section 7.02 Wage Rates

The Contractor shall post the appropriate prevailing wage schedules in a conspicuous place at the construction site. The Department of Labor shall provide the Contractor with posters relating to prevailing wage rates and same shall be displayed by the Contractor in a conspicuous place at the construction site. The Contractor shall also distribute wallet cards, to be provided by the Department of Labor, to all workers engaged at the construction site containing information relating to wage rates and telephone numbers to call if a worker believes his or her rights are being violated. The Contractor shall provide each worker with a written notice, informing them of the applicable prevailing wage requirements, and the Contractor must obtain a signed statement or declaration from such worker attesting to the fact that he or she has been given this information. Further, the Contractor is required to keep certified copies of its payrolls at the construction site.

Article VIII
Vendor Responsibility

- (1) The Contractor shall at all times during the Agreement term remain responsible. The Contractor shall provide the University with written notice as required by this Article of any issues impacting its responsibility, which shall minimally include updated responses to the it's filed vendor responsibility questionnaire. The Contractor agrees, if requested by the University, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance and organizational and financial capacity.

State University of New York
Construction Agreement

- (2) The University, at its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when the University discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Agreement activity may resume at such time as the University issues a written notice authorizing a resumption of performance under the Agreement.
- (3) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate University officials or staff, the Contractor may be terminated by the University at the Contractor's expense where the Contractor is determined by the University to be non-responsible. In such event, the University may complete the contractual requirements in any manner that the University may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall termination of the Contract by the University be deemed a breach by the University thereof, nor shall the University be liable for any damages or lost profits or otherwise, which may be sustained by Contractor as a result of such termination.

Article IX
Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of New York State Executive Law acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, the Contractor for the Project and Work defined in this Agreement, agrees to, at no additional cost to the University, fully comply and cooperate with the University's implementation of New York State Executive Law Article 17-B and provide opportunities for SDVOBs in the fulfillment of the requirements of this Agreement. SDVOBs can be readily identified on the directory of certified businesses at: http://www.ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.

State University of New York
Construction Agreement

In accordance with the Memorandum of Understanding (MOU) dated as of August 15, 2019 by and between the Governor, the Office of State Comptroller (State Comptroller), the University and other entities, certain University contracts (Covered Contracts) are subject to review by the State Comptroller.

As such a Covered Contract, the State shall have no liability under this Agreement and this Agreement is not valid, effective or binding until it has been approved by the State Comptroller and filed in his or her office; provided however that if the State Comptroller does not approve or reject this Agreement within the time period specified in the MOU, then this Agreement shall be valid and enforceable without such approval.

This Agreement may be amended only upon the mutual written consent of the Parties, and with the approval of the New York Attorney General and the Office of the State Comptroller if such approval is required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Agency Certification:

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Contract Number: *Insert Contract Number*

Insert Contractor Name

STATE UNVIERSITY OF NEW YORK

Sign: _____ Date: _____

Sign: _____ Date: _____

Print: _____

Print: _____

Title: _____

Title: _____

APPROVED BY ATTORNEY GENERAL:

**APPROVED BY OFFICE OF THE STATE
COMPTROLLER:**

_____ Date: _____

_____ Date: _____

By:

By:

If Corporation, affix Corporate Seal

State University of New York
Construction Agreement

ACKNOWLEDGMENTS
(ACKNOWLEDGMENT BY AN INDIVIDUAL)

STATE OF NEW YORK)
) ss.
COUNTY OF)

On this ____ day of _____, 20____, before me personally came _____
_____, to me known and known to me to be the person(s) described in and
who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

(ACKNOWLEDGMENT BY A PARTNERSHIP)

STATE OF NEW YORK)
) ss.
COUNTY OF)

On this ____ day of _____, 20____, before me personally came _____
_____, to me known and known to me to be the person who
executed the above instrument, who, being duly sworn by me, did for themselves depose and say that
they are a member of the firm of _____, consisting of
themselves and _____, that he/she executed the foregoing
instrument in the firm name _____, and that he/she had
authority to sign the same, and that he/she did duly acknowledge to me that he/she executed the same as
the act and deed of the aforementioned firm for the purposes mentioned therein.

Notary Public

(ACKNOWLEDGMENT BY A CORPORATION)

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 20____, before me personally came _____
_____, to me known, who, being duly sworn, did depose and say that
he/she reside in _____; that he/she is the
_____ of the _____, the
corporation described in and which executed the above instrument; and that he/she/they signed his/her/their
name(s) thereto by authority of the board of directors of said corporation.

Notary Public

State University of New York
Construction Agreement

Schedule I, II, III

SCHEDULE I
Unit Prices

Refer to Section 4.04 of the Agreement for additional information.

<u>Work or Material</u> <u>Description</u>	<u>Amount in Words</u>	<u>Amount in Figures</u>
---	------------------------	--------------------------

NONE

SCHEDULE II Allowance(s)

Refer to Section 4.05 of the Agreement for additional information. The amount(s) indicated below shall be included in the Total Bid amount and their total indicated on the Proposal in the space provided.

<u>Work or Material</u> <u>Description</u>	<u>Amount in Words</u>	<u>Amount in Figures</u>
---	------------------------	--------------------------

NONE

SCHEDULE III Field Order Allowance

Refer to Section 4.05A of the Agreement for additional information. The amount indicated below shall be included in the Total Bid amount and indicated on the Proposal in the space provided

NONE

(in words)

(in figures)

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. PROHIBITION AGAINST ASSIGNMENT. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of SUNY and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. SUNY retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with SUNY. The Contractor may, however, assign its right to receive payments without SUNY's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law and Section 355 of the Education Law, if this contract exceeds \$250,000, or, if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office, or the pertinent pre-audit review period has elapsed. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State- approved sums due

and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of competitive bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to SUNY a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 *et seq.*) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by SUNY, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as SUNY and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to SUNY by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to SUNY or the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of SUNY contracting to purchase the goods or services or lease the real or personal property covered by this

contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted,

by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, NY 12245
Tel: 518-292-5100 Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwb certification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain.

NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa; State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. PROCUREMENT LOBBYING. To the extent this contract is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this contract is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the contract, if SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the contract, should SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then SUNY shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

SUNY reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

28. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

29. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

30. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

31. **Hospital Retained Authority:** Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services, management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.

1. DEFINITIONS. The following terms shall be defined in accordance with Section 310 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; (c) and (d) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an owner of a state assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement for a total expenditure in excess of \$25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is

undertaken or assumed by a business enterprise not controlled by the prime contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed fifteen million dollars (\$15,000,000), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the

minority-owned business enterprise goal and the women-owned business enterprise goal.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed fifteen million dollars (\$15,000,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having

origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

CERTIFIED ENTERPRISE OR BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the New York Division of Minority & Women Business Development ("DMWBD") for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

2. TERMS. The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University:

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the

following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State Contracts; (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State Contract, all qualified applicants will be afforded equal employment opportunities without discrimination; (iii) At the request of the University the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Form 108 - Staffing Plan To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(e) Form 112 - Workforce Employment Utilization Report ("Workforce Report")

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating

and providing notice to SUNY of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or

subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

(f) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of

prior criminal conviction and prior arrest.

(g) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the State Contract.

(h) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(i) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(j) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model

plan of an affirmative action program. Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(k) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

3. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority-and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture,

teaming agreement, or other similar arrangement.

4. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN.

The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether Contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether Contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

5. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to ensure compliance by every Subcontractor with these provisions.

6. MWBE Utilization Plan.

(a) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.

(b) MWBE Utilization Plan (Form 7557-107).

Contractors are required to submit a Utilization Plan on Form 7557-107 with their bid or proposal. Complete the following steps to prepare the Utilization Plan:

i. list NYS Certified minority- and women-owned business enterprises which the

Contractor intends to use to perform the State contract;

ii. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;

iii. insert the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business; and

(c) Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the SUNY University-wide MWBE Program Office.

(d) The University will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include the:

i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;

ii. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;

iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably structured by the Contractor to increase the likelihood of

- participation in the Contract by MWBEs; and
 - iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.
- (e) The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the University a written remedy in response to the notice of deficiency.
- i. If the written remedy that is submitted is not timely or is found to be inadequate, the University-wide MWBE Program Office shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by the University-wide MWBE Program Office.
 - ii. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- (f) The University may disqualify a Contractor as being non-responsive under the following circumstances:
- i. If a Contractor fails to submit a MWBE Utilization Plan;
 - ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
 - iii. If a Contractor fails to submit a request for waiver; or
 - iv. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.
- (g) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the

Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(h) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, SUNY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

7. Waivers.

(a) For Waiver Requests Contractor should use (Form 7557-114) – Waiver Request.

(b) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete the University shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(c) If University, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the University may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

8. MWBE Contractor Compliance Report.

Contractor is required to submit an MWBE Contractor Compliance

Report (Form 7557-112) to the University by the 5th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Compliance Reports for construction contracts (Form 7557-110) must be submitted on a monthly basis.

9. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION.

For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby the University is committed to expend or does expend funds for the acquisition,

construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of eighteen percent (18%) for Certified Minority-Owned Business Enterprises and twelve percent (12%) for Certified Women-Owned Business Enterprises.

10. ENFORCEMENT. The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor or Subcontractor in its efforts to comply with these provisions. If the

University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, remedies or enforcement proceedings as allowed by the Contract.

11. DAMAGES FOR NON COMPLIANCE.

Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay liquidated damages to the University. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.

BID BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____

having an office at
_____(hereinafter called the "Principal") and the
_____(hereinafter called the "Surety") are held and firmly bound unto the State University of New York (hereinafter called the University)
in the full and just sum of

_____ dollars (\$ _____)

(in words)

(in figures)

good and lawful money of the United States of America, or in the full and just sum of the difference between the Total Bid of the Principal and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, for the payment of which said sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the University a Proposal for Project No. _____

Titled _____

which Proposal is incorporated herein by reference and made a part hereof as fully and to the same extent as if set forth at length herein;

NOW, THEREFORE, the condition of this obligation is such that in the event (1) the Principal's Total Bid is the lowest one submitted and the Principal timely provides the Post-Bid Information required under Section 8 of the Information for Bidders or (2) the University shall accept the Proposal of the Principal and the Principal shall enter into a Contract with the University in accordance with the terms of such Proposal and/or enter into certain prescribed subcontracts in accordance with the terms of such Proposal and give such Bond or Bonds as may be specified in the Bidding or Contract Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

BID BOND

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the University may accept the Proposal of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and caused this instrument to be signed by its

_____ on this

_____ day of _____, 20____

Principal

By

IN WITNESS WHEREOF, the Surety has hereunto set its hand and seal and caused this instrument to be signed by its

_____ on this

_____ day of _____, 20____

Surety

By

ACKNOWLEDGMENTS FOR BID BOND

(Acknowledgment by Principal, unless it is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____

_____, to me known and known to me to be the person(s) described in and who executed the foregoing instruments and acknowledged that he / she executed the same.

Notary Public

(Acknowledgment by Principal, if a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____

_____, to me known, who, being duly sworn, did depose and say

that he / she resides in _____;

that he / she is the _____

of the _____

the corporation described in and which executed the foregoing instruments; that he / she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he / she signed their name thereto by like order.

Notary Public

(Acknowledgment by Surety Company)

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____

_____, to me known, who, being by me duly sworn, did depose and say

that he / she resides in _____;

that he / she is the _____

of the _____

the corporation described in and which executed the foregoing instruments; that he / she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he / she signed their name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

Notary Public



The State University
of New York

PROSPECTIVE BIDDERS NOTICE
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS:
CONSTRUCTION CONTRACTS

To Prospective Bidders:

Consistent with the State University of New York (SUNY)'s commitment and in accordance with Article 15-A of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Minority and Women-Owned Business Enterprises (MWBE). These requirements apply to all SUNY construction contracts in excess of \$100,000.

Receipt of the MWBE utilization plan is required within seven (7) business days after the bid opening, for construction contracts only. The Contract Administrator shall provide MWBE Utilization Plan Form (107) to the campus MWBE Program Coordinator for review and approval for the three apparent low bidders ("Contractor"). The MWBE forms identified below shall be submitted by all bidders.

- a. MWBE Utilization Plan (7557-107)
- b. MWBE-EEO Staffing Plan (7557-108)
- c. MWBE-EEO Policy (7557-104) or the vendor/contractor's own EEO Policy Statement

If the Contractor's MWBE participation rate shown on its MWBE Utilization Plan is below 30%, the campus MWBE Program Coordinator will provide a written notice of deficiency of the Utilization Plan within twenty (20) business days of its submission to the contractor, as required under 5 NYCRR §142.4.

The notice will include, but not be limited to the following:

- a. A list of NYS certified MWBEs that the contractor could potentially use within the contract scope of work;
- b. The name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals; and
- c. Any other information which the MWBE Program Coordinator determines to be relevant to develop an approvable MWBE Utilization Plan.

The contractor shall respond to the notice of deficiency by submitting a revised MWBE Utilization Plan within seven (7) business days, as required by 5 NYCRR Part §142.6 (e) to the MWBE Program Coordinator.

If the deficiency is not corrected and the MWBE participation rate on the MWBE Utilization Plan is still below 30%, the contractor should request a waiver.

The Waiver Request Form submitted by the Contractor will include, but not be limited to, the following:

- a. A request for partial or total waiver of MWBE goals as required by 5 NYCRR Part §142.6 (f) on Request for Waiver Form (Form 7557-114) provided by the University-wide MWBE Program Office.
- b. Copy of the deficient Utilization Plan.

- c. Work Scope of this contract. If there are subcontracting opportunities, please provide documentation d, e, and f.
- d. Screenshot of searching results for available MWBEs in NYS M/WBE Directory.
- e. Copy of email messages containing the request for quote, along with the responses from MWBEs.
- f. Forms required to obtain this information are:
 - 7557-101 – MWBE Contractor Solicitation Letter
 - 7557-102 – MWBE Participation Quote
 - 7557-103 – MWBE Contractor Unavailability Certification

Please submit the above documentations by mail, fax, or email:

The State University of New York at Fredonia
Gretchen Fronczak, Capital Project Assistant
Facilities Planning
280 Central Avenue
Fredonia, NY 14063
Phone: (716) 673-3722
Email: Gretchen.Fronczak@fredonia.edu

- OR - IF APPLICABLE

Please submit the above documentation to the University-wide MWBE Program Office:

SUNY System Administration at State University Plaza
Office of Diversity, Equity and Inclusion
University-wide MWBE Program
Albany, NY 12246
Fax: (518)-320-1548
Tel: (518)-320-1452
Email: MWBEProgram@suny.edu

Information regarding this legislation may be found at: Participation by Minority Group Members and Women (MWBEs) with Respect to State University of New York Contracts on the State University of New York web site.

STATE UNIVERSITY OF NEW YORK
MWBE UTILIZATION PLAN INSTRUCTIONS
(FOR ALL CONTRACT TYPES)

A letter of explanation and documentation of efforts should accompany any MBE/WBE Utilization Plan that falls short of the stated goals. Without an approved MBE/WBE Utilization Plan, SUNY's Notice of Award and Contract may be withheld.

If you have questions or need assistance related to the SUNY's Minority and Women's Business requirements call the University-wide MWBE Program Office at 518-320-1189 or email MWBEprogram@suny.edu.

1. The three low bidding contractors ("Contractors") are required to submit a Utilization Plan (107) to the MWBE Program Coordinator within seven (7) calendar days after the opening of bids for construction contracts exceeding \$100,000.
2. The MWBE Program Coordinator is required to submit the mandatory MWBE documentation to the University-wide MWBE Program Office web based contract management system for commodity, service and construction related consultant service contracts exceeding \$25,000 for construction project exceeding \$100,000 upon contract execution.
3. The MBE and WBE goals are separate and not to be treated as one combined goal.
4. The MBE and WBE firms included are businesses the bidder *seriously expects* to include in the project activity.
5. The contractor reasonably commits to the dollar values included in the plan for participation by MBE and WBE subcontractors and suppliers.
6. MBE and WBE firms ***must be certified*** by the New York State Department of Economic Development, Division of Minority and Women Business Development. A directory of certified minority and women-owned business enterprises is available on the internet at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
7. Contractors utilizing MWBE firms for supplies/materials/equipment whose NYS certification profile designates them as Broker will receive an MWBE utilization credit for the actual monetary value of the broker fees or the actual markup percentage of the items brokered.
8. MBE and WBE Participation:
The actual services provided by the MBE or WBE must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified MBE or WBE as a conduit or pass through for participation credit is ***strictly prohibited***. It is the discretion of University-wide MWBE Program to determine whether services are essential in the performance of the scope of work and offer a determination of the appropriateness of work allowed for lower tier subcontracting in accordance with practices generally accepted in the construction industry. The services the MBE or WBE will provide must be among those explicitly identified in the profile (codes) of firm as listed in the NYS Empire State Development Directory of Certified MWBEs. Firms submitted or who participate in the project outside of these conditions and without specific prior approval by SUNY will not be credited toward the MWBE Utilization Plan and goals for the contract.
9. Prior to submitting the Plan, the bidders should confirm the following:
 - a. MBE and WBE firms are NYS certified;
 - b. MBE or WBE designation ~ Dual certified firms may be used as *either* but **not both**;
 - c. MBE and WBE firms are being used for item(s) within their certification product codes;
 - d. MBE and WBE firms will perform work for which they have been submitted; and
 - e. 2nd tier subcontractors and/or suppliers are noted as such and the purchaser of the product identified (i.e. purchase by electrical sub)

The prime Contractor is responsible for ensuring participation provided by subcontractors for 2nd and 3rd tier MBE and WBE participation.

Submission of a Utilization Plan which fails to meet or exceed each goal shall be accompanied by documentation of specific efforts undertaken both pre and post bid. The campus MWBE Program Coordinator will review and notify Contractor of its assessment.

The University-wide MWBE Program Office in collaboration with the campus MWBE Program Coordinator will review the Utilization Plan and notify the contractor of any deficiencies and determine necessary actions to bring the Utilization Plan into compliance. The University-wide MWBE Program Office reserves the right to require the contractor to provide sufficient documentation of the efforts made in the development of the Plan. The documentation should meet the good faith efforts standard under 5 NYCRR Part §141.6, and demonstrate the contractor's commitment to providing opportunities for MBE and WBE firms in the development of the plan.

A copy of the approved Utilization Plan will be provided to the contractor after issuance of Notice of Award.

MWBE FORM (107) INSTRUCTIONS

Requested information must be completed and submitted within seven (7) days after the bid opening.

Subcontractor Name & Address

Name & Address of each MBE/WBE subcontractor or supplier

MBE or WBE

Minority (MBE) or Women (WBE) Designation

Federal ID

Provide accurate Federal ID number of each MBE/WBE subcontractor or supplier

Dollar Value of Subcontract or Purchase Order

This is the total value of the signed subcontract. If this value is different from the amount in the approved MBE/WBE utilization plan, an explanation should be provided.

Description of Work or Supplies

Brief description of work performed or supplies provided by the MBE/WBE subcontractor or supplier

Schedule

This is the anticipated start and completion dates for each MBE/WBE subcontractor or supplier. Do not include the construction schedule for the life of the entire project.

Signature

To be signed by an Officer of the Company

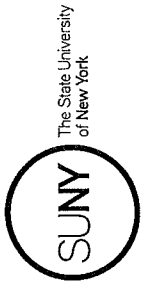
- The information included on the form is subject to verification by the campus MWBE Program Coordinator.
- The campus MWBE Program Coordinator must be notified prior to changes made to the approved MBE/WBE Utilization Plan.

Questions regarding this form should **first** be directed to the campus MWBE Program Coordinator (click the link and be directed to the SUNY MWBE Campus Contacts directory on the University-wide MWBE web site).

Questions regarding this form should be directed to the University-wide MWBE Program Office at (518) 320-1189 or via e-mail: MWBEprogram@suny.edu.

Submit To:

State University of New York
Office of Diversity, Equity and Inclusion University-wide MWBE Program
353 Broadway
Albany, NY 12246
Or MWBEProgram@suny.edu



UNIVERSITY-WIDE MWBE PROGRAM UTILIZATION PLAN

SUNY Project No. _____ Bid Date: Click here to enter a date. Agreement/Contract Value: _____
 Contractor: _____ Primary Contact: _____
 Address: _____ City: _____ State: _____ Zip Code: _____
 Phone Number: _____ Fax Number: _____ E-Mail: _____

GOALS: MBE _____ % WBE _____ % Campus: _____

SUBCONTRACTOR	FEDERAL ID #	DOLLAR VALUE OF CONTRACT OR PURCHASE ORDER	DESCRIPTION OF WORK OR SUPPLIES	SUBCONTRACTOR/SUPPLIER SCHEDULE	
				START DATE	COMPLETION DATE
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.

In accordance with the SUNY Contract Documents and Executive Law Article 15-A, my firm seriously expects to use the NYS certified MBE/MWBE certified firms listed above. The Contractor shall immediately notify and request approval prior to any changes to this plan from the University-wide MWBE Program Office. ☐

NAME: _____ TITLE: _____ COMPANY OFFICER'S SIGNATURE _____ DATE: _____
 Click here to enter a date.

APPROVED: ☐ DEFICIENT: ☐ MWBE PROGRAM COORDINATOR: _____ DATE: _____

MINORITY AND WOMEN'S BUSINESS - EQUAL EMPLOYMENT
OPPORTUNITY PROGRAM POLICY STATEMENT

Policy Statement

The _____ commits to carrying out the intent of the New York State
(Name of Campus, Consultant, Contractor)
Executive Law, Article 15-A which assures the meaningful participation of minority and
women's business enterprises in contracting and the meaningful participation of minorities and
women in the workforce on activities financed by public funds.

Minority Business Officer

_____ is designated as the Minority Business Enterprise Officer
(Name of Designated Officer)
responsible for administering the Minority and Women's Business-Equal Employment
Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

18% Minority Business Enterprise Participation

12% Women's Business Enterprise Participation

EEO Contract Goals

10% Minority Labor Force Participation

10% Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

EEO STAFFING PLAN

Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:	<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor	
Offeror's Address:	Subcontractor's name _____	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification					Disabled (M) (F)		Native American (M) (F)		Veteran (M) (F)	
	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)		(M)	(F)	(M)	(F)	(M)	(F)
Officials/Administrators													
Professionals													
Technicians													
Sales Workers													
Office/Clerical													
Craft Workers													
Laborers													
Service Workers													
Temporary /Apprentices													
Totals													

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (ADM/EEO 100) and submit it as part of the bid or proposal package. For construction, except for contracts of \$100,000 or less, the three lowest bidders shall submit to the University for its approval an EEO Staffing Plan within seven (7) calendar days after the opening of bids. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female



The State University
of New York

PROSPECTIVE BIDDERS NOTICE
SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISE REQUIREMENTS:
CONSTRUCTION CONTRACTS

To Prospective Bidders:

Consistent with the State University of New York (SUNY) 's commitment and in accordance with Article 17-B of the New York State Executive Law and its implementing regulations, state agencies and contractors are required to ensure that good faith efforts are made to include meaningful participation by Service Disabled Veteran-Owned Business (SDVOB). The requirements apply to all SUNY construction contracts in excess of \$100,000.

Receipt of the SDVOB Utilization Plan is required *within seven (7) business days after the bid opening, for construction contracts.* The SDVOB Utilization Plan Form No. 7654-107 shall be submitted by the three apparent low bidders ("Contractor") to the campus MWBE Program Coordinator.

If the Contractor's SDVOB participation rate shown on its SDVOB Utilization Plan is below 6%, the campus MWBE Program Coordinator will provide a written notice of deficiency of the Utilization Plan within twenty (20) business days of its submission to the Contractor, as required under 9 NYCRR § 252.2(l)(4).

The notice will include but not be limited to the following:

- a. A list of NYS certified SDVOBs that the Contractor could potentially use within the contract scope of work;
- b. The name of any SDVOB that is not acceptable for the purpose of complying with the SDVOB participation goals; and
- c. Any other information which the MWBE Program Coordinator determines to be relevant to developing an approvable Utilization Plan.

The Contractor shall respond to the notice of deficiency by submitting a revised SDVOB Utilization Plan within seven (7) business days, as required by 9 NYCRR § 252.2(l) (5) to the MWBE Program Coordinator.

If the deficiency is not corrected and the SDVOB participation rate on the SDVOB Utilization Plan remains below 6%, the Contractor should request a waiver.

The Waiver Request Form submitted by the Contractor will include but not limited to the following:

- a. A request for partial or total waiver of SDVOB goals are required by (9 NYCRR § 252.2(m) (2) on Request for Waiver Form (Form 7564-114) provided by the University-wide MWBE Program Office.
- b. Copy of the deficient Utilization Plan.
- c. Work Scope of this contract. If there are subcontracting opportunities, please provide documentation d, e, and f.
- d. Screenshot of searching result for available SDVOBs in Directory of NYS Certified SDVOBs.
- e. Copy of email messages containing the request for quote along with the responses from MWBEs.
- f. Forms required to obtain this information are:
7564-101 – SDVOB Contractor Solicitation Letter
7564-102 – SDVOB Participation Quote
7564-103 – SDVOB Contractor Unavailability Certification

Please submit the above documentations by mail, fax, or email:

Please submit the above documentation to the campus MWBE Program Coordinator:

The State University of New York at Fredonia
Gretchen Fronczak, Capital Project Assistant
Facilities Planning
280 Central Avenue
Fredonia, NY 14063
Phone: (716) 673-3722
Email: Gretchen.Fronczak@fredonia.edu

- OR - IF APPLICABLE

SUNY System Administration at State University Plaza,
Office of Diversity, Equity and Inclusion
University-wide MWBE Program
Albany, NY 12246
Fax: (518)-320-1548
Tel: (518)-320-1452
Email: MWBEProgram@suny.edu

Information regarding this legislation may be found at: [Division of Service-Disabled Veterans' Business Development](#) on the New York State Office General Services web site.

STATE UNIVERSITY OF NEW YORK SDVOB UTILIZATION PLAN

A letter of explanation and documentation of efforts must accompany any SDVOB Utilization Plan that falls short of the stated goals. Without an approved SDVOB Utilization Plan, SUNY's Notice of Award and Contract may be withheld.

If you have questions or need assistance related to the SUNY's Service-Disabled Veteran-Owned Business requirements call the University-wide MWBE Program Office at 518-320-1452 or email MWBEprogram@suny.edu.

1. The three low bidding contractors ("Contractors") are required to submit a Utilization Plan (Form 7564-107) to the MWBE Program Coordinator within seven (7) calendar days after the opening of bids for construction contracts exceeding \$100,000.
2. The MWBE Program Coordinator is required to submit the mandatory SDVOB documentation to the University-wide MWBE Program Office web based contract management system for commodity, service and construction related consultant service contracts exceeding \$25,000 and for construction project exceeding \$100,000 upon contract execution.
3. The SDVOB firms included are businesses the Contractor *seriously expects* to include in the project activity.
4. The Contractor must reasonably commit to the dollar values included in the Utilization Plan for participation by SDVOB subcontractors and suppliers.
5. SDVOB firms **must be certified** by the Division of Service-Disabled Veterans' Business Development. A directory of certified minority and women-owned business enterprises is available on the internet at <https://online.ogs.ny.gov/SDVOB/search>. If you would like to receive an excel file containing the current the List of NYS Certified Service-Disabled Veteran-Owned Businesses and sign up to receive updates whenever we certify new businesses, please send a request to veteransdevelopment@ogs.ny.gov.
6. Contractors utilizing SDVOB firms for supplies/materials/equipment whose NYS certification profile designates them as Broker will receive an SDVOB utilization credit for the actual monetary value of the broker fees or the actual markup percentage of the items brokered.

7. SDVOB Participation:

The actual services provided by the SDVOB must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified SDVOB as a conduit or pass through for participation credit is strictly prohibited. It is the discretion of SUNY University-wide MWBE Program to determine whether services are essential in the performance of the scope of work and to offer a determination of the appropriateness of work allowed for lower tier subcontracting, in accordance with practices generally accepted in the construction industry. The services the SDVOB will provide must be among those explicitly identified in the profile (codes) of the firm as listed in the SDVOB directory Division of Service-Disabled Veterans' Business Development. Firms submitted or firms that participate in the project outside of these conditions and without specific prior approval by SUNY will not be credited toward the SDVOB Utilization Plan and goals for the contract.

8. Prior to submitting the Utilization Plan, the bidders should confirm the following:
 - a. SDVOB firms are NYS certified;
 - b. SDVOB firms are being used for item(s) within their certification product codes as indicated in their SDVOB Directory firm profile;
 - c. SDVOB firms will perform work for which they have been submitted; and
 - d. 2nd tier subcontractors and/or suppliers are identified as such and SDVOB Utilization credit shall be given for 60% of the total contract value of supply purchases or services rendered (for example, when an electrical subcontractor purchases from a 3rd party supplier an SDVOB utilization credit will be given for 60% of the total contract value).

The prime Contractor is responsible for ensuring participation provided by subcontractors for 2nd and 3rd tier SDVOB participation.

Submission of a Utilization Plan which fails to meet or exceed each goal shall be accompanied by documentation of specific efforts undertaken both pre- and post-bid. The campus MWBE Program Coordinator will review and notify Contractor of its assessment.

The University-wide MWBE Program Office in collaboration with the campus MWBE Program Coordinator will review the Utilization Plan and notify the Contractor of any deficiencies and determine necessary actions to bring the Plan into compliance. The University-wide MWBE Program Office reserves the right to require the Contractor to provide sufficient

documentation of the efforts made in the development of the Utilization Plan. The documentation should meet the good faith efforts standard under 9 NYCRR § 252.2, and demonstrate the Contractor's commitment to providing opportunities for SDVOB firms in the development of the Utilization Plan.

A copy of the approved Utilization Plan will be provided to the Contractor after issuance of Notice of Award.

SDVOB FORM (7564-107) UTILIZATION PLAN INSTRUCTIONS

Requested information must be completed and submitted within seven (7) days after the bid opening.

Subcontractor Name & Address

Name & Address of each SDVOB subcontractor or supplier.

Federal ID

Provide accurate Federal ID number of each SDVOB subcontractor or supplier.

Dollar Value of Subcontract or Purchase Order

This is the total value of the signed subcontract. If this value is different from the amount in the approved SDVOB Utilization Plan, an explanation should be provided.

Description of Work or Supplies

Brief description of work performed or supplies provided by the SDVOB subcontractor or supplier.

Schedule

This is the anticipated start and completion dates for each SDVOB subcontractor or supplier. Do not include the construction schedule for the life of the entire project.

Signature

To be signed by an Officer of the Company.

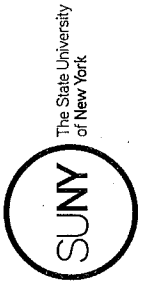
- The information included on the Form 7564-107 is subject to verification by the campus MWBE Program Coordinator.
- The campus MWBE Program Coordinator must be notified prior to changes made to the approved SDVOB Utilization Plan.

Questions regarding this form should **first** be directed to the campus MWBE Program Coordinator (click the link and be directed to the SUNY MWBE Campus Contacts directory on the University-wide MWBE web site).

Questions regarding this form should be directed to the University-wide MWBE Program Office at (518) 320- 1340 or via e-mail: MWBEprogram@suny.edu.

Submit To:

State University of New York
Office of Diversity, Equity and Inclusion University-wide MWBE Program
353 Broadway
Albany, NY 12246
Or MWBEProgram@suny.edu



UNIVERSITY-WIDE SDVOB PROGRAM UTILIZATION PLAN

SUNY Project No. _____ Agreement/Contract Value: _____
Contractor: _____ Bid Date: Click here to enter a date.
Address: _____ Primary Contact: _____
Phone Number: _____ City: _____ State: _____ Zip Code: _____
E-Mail: _____
Fax Number: _____

GOALS: SDVOB _____ %

Campus: _____

SUBCONTRACTOR	FEDERAL ID #	DOLLAR VALUE OF CONTRACT OR PURCHASE ORDER	DESCRIPTION OF WORK OR SUPPLIES	SUBCONTRACTOR/SUPPLIER SCHEDULE	
				START DATE	COMPLETION DATE
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____				Click here to enter a date.	Click here to enter a date.

In accordance with the SUNY Contract Documents and Executive Law Article 17-B, my firm seriously expects to use the NYS certified SDVOB firms listed above. The Contractor shall immediately notify and request approval prior to any changes to this Utilization Plan from the Campus MWBE Program Coordinator. ☐

NAME: _____ TITLE: _____ COMPANY OFFICER'S SIGNATURE _____ DATE: _____
Click here to enter a date.

APPROVED: ☐ DEFICIENT: ☐ MWBE PROGRAM COORDINATOR: _____ DATE: _____

FORM A
Summary: Policy and Procedure of the State University of New York
Relating to State Finance Law §§139-j and 139-k

State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2006, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential vendor or a person acting on behalf of the vendor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a "Contact") which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of \$15,000 during the "restricted period" (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency's procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential vendor nor a person acting on behalf of the vendor should contact any individual at State University other than the person designated in this solicitation as State University's Designated Contact, nor attempt to unduly influence award of the contract. State University will make a record of all Contacts, and such records of Contact will become part of the procurement record for this solicitation. A determination that a vendor or a person acting on behalf of the vendor has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this solicitation. Additional sanctions may apply.

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at www.suny.edu/sunypp/.

FORM B
Affirmation with respect to State Finance Law §§139-j and 139-k

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at www.suny.edu/sunypp/.

Procurement Description/ID No.

Offerer **AFFIRMS** that it has reviewed and understands the Policy and Procedure of the State University of New York, relating to State Finance Law §§139-j and 139-k, and agrees to comply with State University's procedure relating to Contacts with respect to this procurement.

Name of Offerer:
Address:
Person Submitting Form:
Name:
Title:

FORM C

Disclosure and Certification with respect to State Finance Law §§139-j and 139-k

Procurement Description/ID No. _____

1. Has a Governmental Entity, as defined in State Finance Law §139-j(1)(a), made a determination of non-responsibility with respect to the Offerer within the previous four years where such finding was due to a violation of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No ____
Yes ____

If yes, provide the following details:

Governmental Entity which made the finding:

Date of finding:

Basis of finding:

2. Has a Governmental Entity terminated or withheld a procurement contract with the Offer because of violations of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No ____
Yes ____

If yes, identify the following:

Governmental Entity which terminated the contract:

Date of contract termination or withholding:

Identify the related procurement contract:

Offerer **CERTIFIES** that all information provided by Offerer with respect to its compliance with State Finance Law §§139-j and 139-k is complete, true and accurate.

Name of Offerer:

Address:

Signature of Person Submitting Form: _____

Name:

Title:

Date:

Bidder's Certifications

NY HUMAN RIGHTS LAW EXECUTIVE ORDER 177 CERTIFICATION

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Bidder Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____, 20__

Bidder's Certifications

NEW YORK STATE FINANCE LAW 139-L CERTIFICATION

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such a policy shall, at a minimum, meet the requirements of section two hundred one-g of the Labor Law.

If the Bidder cannot make the foregoing certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification.

Bidder Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____, 20__

Bidder's Certifications

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where [1], [2], [3] above have not been complied with; provided however, that if in any case the Bidder(s) cannot make the foregoing certification, the Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefor:

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

IF BIDDER IS A SOLE PROPRIETER OR PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President: _____

Secretary: _____

Treasurer: _____

Joint or combined bids by companies or firms must be certified separately on behalf of each participant.

Bidder's Certifications

Identifying Data:

Bidder	
Address	
Telephone	
Name of Responsible Corporate Officer	
Title of Responsible Corporate Officer	

Joint or combined bids by companies or firms must be certified separately on behalf of each participant.

Legal name of person, firm or corporation

By (signature): _____

Name: _____

Title: _____

Address: _____

**State University of New York
Public Officers Law**

Form XIII

Purchasing and Contracting Procedures
(Procurement)

Inquiry to determine compliance with the provisions of Public Officers Law
§ 73 (4)

Please indicate if you or any officer of your organization, or any party owning or controlling more than 10 percent of your stock if you are a corporation, or any member if you are a firm or association, is an officer or employee of the State of New York or of a public benefit corporation of the State of New York.

_____ Yes

_____ No

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____

(hereinafter called the "Principal") and _____

(hereinafter called the "Surety") are held and firmly bound to the State University of New York (hereinafter called the University) in the full and just sum of:

(in words) dollars (\$) (in figures)

good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the _____ day of _____, 20____, with the University for the work contained in Project No. _____, a copy of which Contract is annexed to and hereby made a part of this Bond as though herein set forth in full; and

WHEREAS, the University has required this Bond guaranteeing prompt payment of monies due to all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of the work provided in such Contract;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly pay all monies due to all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the prosecution of the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, the said Surety, for value received, hereby stipulates and agrees that no change, extension, alteration or addition to the terms of the said Contract or Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension, alteration or addition; and further.

PROVIDED, HOWEVER, the place of trial of any action on this Bond shall be in the county in which the said Contract was to be performed, or if said Contract was to be performed in more than one county, then in any such county, and not elsewhere; and further

PROVIDED, HOWEVER, this Bond shall be enforceable in accordance with the terms and provisions of Section 137 of the State Finance Law.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its attorney in-fact on this _____ day of _____, 20_

Principal_____
By_____
Surety_____
By

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____

(hereinafter called the "Principal") and _____

(hereinafter called the "Surety") are held and firmly bound to the State University of New York (hereinafter called the University) in the full and just sum of:

_____ dollars (\$ _____) _____
(in words) (in figures)

good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract bearing date on the _____ day of _____, 20____, with the University for the work contained in Project No. _____, a copy of which Contract is annexed to and hereby made a part of this Bond as though herein set forth in full; and

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, its representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants and conditions of said Contract on its part to be kept and performed and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to the true intent and meaning of said Contract, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the University from all cost and damage which it may suffer by reason of failure to do so, and shall fully reimburse and repay the University for all outlay and expense which the University may incur in making good any such default, and shall protect the said University against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said University or its trustees, officers, agents or employees or which the said University may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair of maintenance thereof, or the manner of doing the same, or the neglect of the said Principal, or its agents, or the improper performance of the said work by the said Principal, or its agents, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the University, to fully perform and complete the work mentioned and described in said Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails or neglects to so fully perform and complete such work and the Surety hereby further agrees to commence such work of completion within ten (10) calendar days after written notice thereof from the University and to complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in the Contract for the completion thereof. The surety shall fully perform and complete said work on its own, or through a contractor approved by the University, according to the terms, conditions and covenants of said Contract and specifications.

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer of any work to be performed or any monies due or to become due thereunder or by the University's takeover, use,

PERFORMANCE BOND (Page 2)

occupancy or operation of any part or all of the work covered by the Contract; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, transfers, takeovers, uses, occupancies or operations, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its attorney-in-fact on this _____ day _____ of, 20__.

Principal

By

Surety

By

ACKNOWLEDGMENTS FOR LABOR AND MATERIAL BOND AND PERFORMANCE BOND

(Acknowledgment by Principal, unless it is a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known and known to me to be the person(s) described in and who
executed the foregoing instruments and acknowledged that he / she executed the same.

Notary Public

(Acknowledgment by Principal, if a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known, who, being duly sworn, did depose and say
that he / she resides in _____
;

that he / she is the _____
of the _____
the corporation described in and which executed the foregoing instruments; that he / she knows the seal of said corporation; that the seal
affixed to said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he / she
signed their name thereto by like order.

Notary Public

(Acknowledgment by Surety Company)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, 20_____, before me personally came _____
_____, to me known, who, being by me duly sworn, did depose and say
that he / she resides in _____

that he / she is the _____
of the _____
the corporation described in and which executed the foregoing instruments; that he / she knows the seal of said corporation; that the
seal affixed to said instruments is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that
he / she signed their name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner
provided by the laws of the State of New York.

Notary Public

Insurance Forms

Evidence of insurance **MUST** be submitted on the ACORD Certificate of Liability Insurance Form (ACORD 25) and NYS required Workers' Compensation/NYS Disability Insurance forms. The certificates:

- MUST be signed by an authorized representative of the insurance carrier or producer authorized to write coverage in the State of New York
 - Excess Line, or non admitted carriers are NOT permitted *
- MUST disclose any deductible, self-insured retention or aggregate limit
- MUST indicate the Additional Insureds and Named Insureds on the form
 - An additional insured endorsement CG 20 10 11 85 or equivalent is provided
 - Additional Insureds must include the State of New York, State University of New York, and State University Construction Fund
- MUST make reference to the project, contract or agreement number on the form

SUNY will accept insurance forms by electronic submission to the campus representative identified as the designated contact within the IFB or RFQ.

- All attachments must be in adobe .pdf format
- ACORD Forms will only be accepted if the email is sent directly by the insurance company, agent or broker to the designated contact
- Insurance forms received via email by the Campus from, or forwarded by consultants and contractors will not be accepted
- Disability and Worker's Compensation forms may be emailed by consultants, contractors, agents or carriers to the designated contact
- The campus representative reviewing the certificate will take reasonable steps to verify that the email is from an authorized insurance company, agent or broker. For example, the domain (e.g. "@insurance broker.com") may be verified on the NYS DFS insurance licensing public website where the brokers email address and license number can be found.

SUNY's Insurance Checklist must be completed by the campus representative responsible for reviewing insurance certificates, and kept as part of the procurement record.

Required documentation includes:

1. ACORD 25 - Certificate of Liability Insurance Form
2. NYS-required Workers' Compensation/NYS Disability Insurance Forms
3. SUNY Insurance Checklist (see page 3 of this form)

The Council of Contracting Agencies is developing guidance to state agencies on the ACORD 855 NY - Construction Certificate of Liability Addendum form. Once guidance is available SUNY will provide information and training on how to use and review the ACORD 855 form, and it will be added as an insurance requirement for SUNY's construction contracts.

Expiration and Renewal of Insurance Policies:

If any policies will expire during the term of the agreement, the campus representative responsible for reviewing insurance certificates must request proof of renewal 30 days prior to the expiration of the insurance policy. At that time, if

proof of renewal or replacement of coverage has not been received, the campus will send a letter to the Contractor stating that the Agency requires receipt of a new Certificate of Insurance before the existing coverage expires.

*In the event that insurance cannot be obtained from an insurance company authorized to write coverage in the State of New York the campus may consider the use of an excess line or non admitted carrier only if the following conditions are met.

- The insurance agent or broker has provided written evidence of no less than five requests for insurance quotes made to insurance carriers authorized to write coverage in the State of New York, and has provided copies of the written responses from those insurance carriers indicating those carriers are declining to offer coverage.
- The insurance agent or broker has provided an excess line insurance affidavit (Form - Exhibit A.10 of the Council of Contracting Agencies Insurance Procedure Manual).
- Campus Counsel has approved such documentation.

Notice of a potential claim:

When a campus learns of a potential lawsuit, whether by receipt of a communication or pleading from a private attorney or by a communication from the Office of the Attorney General, it should immediately identify any applicable insurance and notify all applicable insurance carrier(s) of the potential lawsuit. This notification needs to be done even if the accident or incident was previously reported to the same carrier or carriers.

In addition, upon receipt of a Notice of Intention, Claim, Summons with Notice, or Complaint or letter threatening litigation, the campus must notify Albany Claims Bureau or the New York City Claims Bureau of the Office of the Attorney General, depending where the incident occurred. Provide proof of insurance coverage and notification to the applicable insurance company(s).

Liability insurance policies typically have two notification provisions. The first is notification of an incident, i.e., the insurance company requires that it be notified of an accident or incident at the time of or shortly after it occurs. The second notification is that of a potential or existing lawsuit. Both notification provisions require the insurance company to be notified as soon as "reasonably practical" or as set forth in the policy. Campuses should establish procedures for identifying any applicable insurance and providing written notice to all applicable insurance carriers of situations causing potential claims. Failure to notify the insurance company under one or both of these required notification provisions allows the insurance company to argue denial of coverage. Campuses should also, in consultation with campus counsel, establish a process for preserving evidence.

INSURANCE REVIEW CHECKLIST

Risk Management Review Checklist for Insurance Certificates For Construction and Construction Related Consultant Services Contracts

Name of Contractor/Professional/Vendor _____
 Project Name _____
 Contract # _____ Project # _____ Date Contract Rec'd _____
 Contract Type: _____ Construction _____ Design _____ Other (Specify) _____

Insurance Requirements:	Standard per SUNY Contract	Yes _____	No _____
	Environmental Liability Coverage required	Yes _____	No _____
	Renewal Certificates	Yes _____	No _____

Insurance Carriers Licensed in NYS *(Rating must be A- or better)*

- | | | | |
|-------------------------|-----------|----------|--------------|
| • Carrier A | Yes _____ | No _____ | Rating _____ |
| • Carrier B | Yes _____ | No _____ | Rating _____ |
| • Carrier C | Yes _____ | No _____ | Rating _____ |
| • Carrier D | Yes _____ | No _____ | Rating _____ |
| • Carrier E | Yes _____ | No _____ | Rating _____ |
| • Worker's Comp Carrier | Yes _____ | No _____ | Rating _____ |
| • Disability Carrier | Yes _____ | No _____ | Rating _____ |

Per the Certificate(s) provided, the following insurance is in compliance with the contract documents:

- | | <u>Initials</u> | <u>Date</u> |
|---|--------------------|---------------------|
| • General Liability | _____ | _____ |
| o Additional Insureds include the
State of New York, State University of New York, and
State University Construction Fund | | |
| o Occurrence based policy | | |
| o Limits are adequate | | |
| • Automobile Liability (Endorsements included) | _____ | _____ |
| • Excess/Umbrella Liability | _____ | _____ |
| • Workers' Compensation and Disability | _____ | _____ |
| o SUNY is listed as certificate holder | | |
| o Campus verified coverage on the Workers Compensation
Board Website | | |
| o Endorsements of the policy are included | | |
| • Builder's Risk (for Construction) | _____ | _____ |
| • Owners Protective Liability (for Construction) | _____ | _____ |
| o SUNY is listed as a named insured | | |
| • Asbestos (where applicable) | _____ | _____ |
| o Limits are in addition to required CGL/Excess Limits | | |
| o Limits match the contract, | | |
| o SUNY is a named insured | | |
| • Professional Liability (for architecture and engineering) | Per Claim \$ _____ | Deductible \$ _____ |

 Name and signature (Campus Representative)

 Date Reviewed

BUILDERS RISK INSURANCE BREAKDOWN

Date: _____

Title of Project:
Location of Project:
Project No.:

Name of Contractor:
Address of Contractor:
Estimated Completion Date:

Contract Amount: \$ _____

Non-insurable items
(amounts to be determined from Contractor's
approved breakdown):

1. Cost of the contractor's Performance and Labor and Materials Bonds \$ _____
2. Cost of trees, shrubbery, lawn grass, plants and the maintenance of same \$ _____
3. Cost of demolition \$ _____
4. Cost of excavation
5. Cost of foundations, piers or other supports which are below the undersurface of the lowest basement floors, or where there is no basement, which are below the surface of the ground. Concrete and Masonry Work \$ _____
6. Cost of Underground flues, pipes or wiring \$ _____
7. Cost of earthmoving, grading, and the cost of paving, roads, walks, parking lots and athletic fields \$ _____
8. Cost of bridges, tunnels, dams, piers, wharves, docks, retaining walls and radio and/or television towers and antennas \$ _____

Total Non-insurable items: \$ _____

Amount of Builder's Risk Insurance to be procured: \$ _____

Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a
Prime Contractor's Certification (AC 2947)

1. That I am an officer of _____
and am duly authorized to make this affidavit on behalf of the prime contractor on public contract
No. _____.
2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.
3. That, except as herein stated, there are no amounts due and owing to or on behalf of laborers
employed on the project by the contractor. (Set forth any unpaid wages and supplements, if none,
so state).

Name**Amount**

4. That the contractor hereby files every verified statement(s) required to be obtained by the
contractor from the subcontractor(s).
5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive
or supervisory employees) employed on the project have been paid the prevailing wages and
supplements for their services through _____, (if more than one subcontractor
list name and date separately) the last day worked on the project by their subcontractor(s), (Set
forth any unpaid wages and supplements, if none, so state and utilize clause 5 (A)).

Name**Amount**

- (5A) That the contractor has no knowledge of amounts owing to or on behalf of any laborers of its
subcontractor(s).

**New York State Labor Law, Section 220-a
Prime Contractor's Certification (AC 2947) – page 2**

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any such subcontractor(s) have not been paid or provided pursuant to the appropriate schedule of wages and supplements, then the contractor shall be responsible for payment of such wages and supplements pursuant to the provision of Section 223 of the Labor Law.

Signature_____
Print Name_____
Title**ACKNOWLEDGEMENT:**STATE OF NEW YORK
COUNTY OF _____: SS.:

On this _____ day of _____ 20____

Before me personally came _____ to me
known and known to me to be the person described in and who executed for foregoing instrument
and acknowledged that she/he executed the same

Notary Public_____
County

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).

Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDS
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a
Subcontractor's Certification (AC 2948)

1. That I am an officer of _____
a subcontractor on public contract No. _____ and I am
duly authorized to make this affidavit on behalf of the firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on _____ we received from _____
the prime contractor a copy of the initial/revised schedule of wages and supplements
Prevailing Wage Schedule Case Number _____ (PRC) specified in the public
improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and
to pay or provide the supplements specified therein.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____ : SS.:

On this _____ day of _____ 20_____
before me personally came _____ to me
known and known to me to be the person described in and who executed for foregoing instrument and
acknowledged that she/he executed the same.

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign country other
than Canada, it must be accompanied by a certificate authenticating the authority of the notary who
administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).

Office of the State Comptroller
DIVISION OF PRE-AUDIT AND ACCOUNTING RECORDSD
BUREAU OF STATE EXPENDITURES

New York State Labor Law, Section 220-a
Sub-subcontractor's Certification (AC 2958)

1. That I am an officer of _____
a subcontractor to _____ a subcontractor
of _____, the prime contractor on public improvement
contract No. _____ and I am duly authorized to make this affidavit on behalf of the
firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on _____ we received from _____
the (subcontractor of the) (contractor) a copy of the (initial) (revised) schedule of wages and
supplements Prevailing Rate Schedule Case Number _____ (PRC) specified in the public
improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and
to pay or provide the supplements specified therein.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____:SS.:

On this _____ day of _____ 20 _____ before me personally came _____
to me
known and known to me to be the person described in and who executed for foregoing instrument
acknowledged that she/he executed the same.

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign country other
than Canada, it must be accompanied by a certificate authenticating the authority of the notary who
administers the oath. (See CPLR 2309(c); Real Property Law, 311, 312).

FREDONIA INSPECTION REQUEST FORM

Facilities Planning

Markus Kessler: Code Manager

Tel: 716.673.3722 Fax: 716.673.3103

Environmental Health & Safety

Sarah Laurie: Code Coordinator

Tel: 716.673.3796 Fax: 716.673.4860

INSPECTION REQUEST

The Inspection Request Form needs to be submitted by 3:00 p.m. in order for the inspection to occur within the next five business days to allow for scheduling.

Project: _____ Date: _____

Project #: _____ Permit #: _____

Inspection Type: _____ Location: _____

See Building Permit for Required Inspections Related to this Project

Date Requested For Inspection: _____ Time Requested For Inspection: _____

Contractor: _____ Facilities Services _____ Outside Contractor
_____ Department Labor

All work requested for inspection has been reviewed for compliance with the construction documents by _____ prior to this request for inspection.

Requested By: _____ Phone #: _____

Code Compliance Manager/Coordinator Use Only

Date Received: _____

Date of Inspection: _____ Time of Inspection: _____ AM PM

Inspection Conducted By: _____

Inspection Result: () Passed () Conditional () Partial () Failed () Not Ready

Comments: _____

Inspection Report Attached: _____ Yes _____ No

The State University of New York at Fredonia
Environmental Health & Safety & Sustainability Department

Title: Fire Prevention in Use of Cutting and Welding Processes (Hot Work Program)

Effective Date: 6/05/08

Revision Date: 9/15/2015

Page: 1 of 6

I. INTRODUCTION

This program has been implemented to ensure compliance with NFPA standard 51B and OSHA Standard 29CFR 1926.352.

Cutting and certain arc welding operations produce literally thousands of ignition sources in the form of sparks and hot slag. The electric arc or the oxy-fuel gas flame and the hot work pieces are also inherent ignition sources.

Anything that is combustible or flammable is susceptible to ignition by cutting, heating, and welding processes. The most common materials likely to become involved in fire are combustible building construction such as floors, partitions, and roofs; combustible contents such as wood, paper, textiles, plastics, chemicals, and flammable liquids and gases; and combustible ground cover such as grass and brush.

Preventing cutting, heating, and welding fires can best be achieved by implementing a hot work program which requires the separation of combustibles from ignition sources or the shielding of combustibles from sparks and molten slag.

II. RESPONSIBILITY

A. Management

EH&S&S&S at The State University of New York at Fredonia shall recognize its responsibility for the safe usage of cutting, heating and welding equipment on its property and:

1. Based on fire potentials, establish approved areas for cutting, heating and welding.
2. Design and implement a Hot Work Permit Program
3. Designate an EH&S&S&S Professional Staff member as the individual responsible for authorizing cutting, heating and welding operations in areas not specifically designed or approved for such processes.
4. Ensure that the person welding, cutting, heating and their supervisors are suitably trained in the safe operation of their equipment, the safe use of the process, and emergency procedures in the event of fire.
5. Insist that only approved equipment be used.

The State University of New York at Fredonia
Environmental Health & Safety & Sustainability Department

Title: Fire Prevention in Use of Cutting and Welding Processes (Hot Work Program)

Effective Date: 6/05/08

Revision Date: 9/15/2015

Page: 2 of 6

6. Select contractors to perform cutting, welding, heating who have suitably trained personnel and who have an awareness of the magnitude of the risks involved.
7. Advise all contractors about flammable materials or hazardous conditions of which they may not be aware.

B. Supervisors

The supervisor of cutting, welding, heating operations in areas not designed or approved for such processes may be a foreman, plant manager, contractor, or other qualified individual. The supervisor shall:

1. Be responsible for the safe handling of the cutting, welding, or heating equipment and for the safety during the cutting, welding, heating process.
2. Determine the combustible materials and hazardous areas present or likely to be present in the work location.
3. Protect combustibles from ignition by the following:
 - a) Have the work moved to a location free from dangerous combustibles.
 - b) If the work cannot be moved, have the combustibles moved to a safe distance from the work or have the combustibles properly shielded against ignition.
 - c) See that cutting, welding, heating are so scheduled that operations that might expose combustibles to ignition are not started during cutting, welding, heating.
4. Secure authorization for the cutting, welding, heating from an EH&S&S&S Professional Staff member.
5. Determine that the person cutting, welding, heating, etc. secures approval that conditions are safe before going ahead with cutting, welding, heating.
6. Determine that fire protection and extinguishing equipment are properly located at the site.
7. Where firewatchers are required, see that they are available at the site.
8. Where a firewatcher is not required, make a final check-up one-half hour after the completion of cutting, welding, heating operations to detect and extinguish possible smoldering fires.

C. Cutting, Welding, Heating, etc.

The State University of New York at Fredonia
Environmental Health & Safety & Sustainability Department

Title: Fire Prevention in Use of Cutting and Welding Processes (Hot Work Program)

Effective Date: 6/05/08

Revision Date: 9/15/2015

Page: 3 of 6

The person cutting, welding, heating shall handle the equipment safely and use it so as not to endanger lives and property, as follows:

1. Have approval by the supervisor before starting to cut or weld.
2. Cut or weld only where conditions are safe.
3. Continue to cut or weld only so long as conditions are unchanged from those under which approval was granted.

III. PERMISSIBLE AREAS

Cutting, welding, heating shall be permitted only in areas that are or have been made fire-safe.

Permitted areas include:

1. Specific areas designed or approved for cutting, welding, heating.
Designated welding, cutting, heating areas shall:
 - a) Be authorized as a designated cutting, welding, heating area by an EH&S&S Professional Staff member, and;
 - b) Not be permitted in sprinklered buildings while such protection is impaired, and;
 - c) Not be permitted in the presence of explosive atmospheres (mixtures of flammable gases, vapors, liquids, or dusts with air) or explosive atmospheres that may develop inside unclean or improperly prepared drums, tanks, or other containers and equipment that have previously contained such materials, and;
 - d) Not be permitted in areas where flammable materials are used or stored.
 - e) Not permitted in areas where heavy dust concentrations are present.
 - f) Not be permitted within 35 feet of exposed combustible materials.

IV. HOT WORK PERMITS

- A. A Hot Work Permit determination is required to be performed for welding, cutting, heating in any area not designated as a welding, cutting, heating area per this program.

The State University of New York at Fredonia
Environmental Health & Safety & Sustainability Department

Title: Fire Prevention in Use of Cutting and Welding Processes (Hot Work Program)

Effective Date: 6/05/08

Revision Date: 9/15/2015

Page: 4 of 6

- B. If it is determined that a Hot Work Permit is required, a permit for the scope of work must be obtained from an EH&S&S Professional Staff member.
- C. Before applying for a Hot Work Permit, and daily thereafter until work is completed, the supervisor (or designee) must inspect the area to ensure that it is a fire safe area. The following must be verified:
1. Cutting, heating, welding equipment to be used shall be in satisfactory operating condition and in good repair.
 2. Where combustible materials such as paper clippings, wood shavings, or textile fibers are on the floor, the floor shall be swept clean for a radius of 35 feet.
 3. Combustible floors shall be kept wet, covered with damp sand, or protected by fire-resistant shields. Where floors have been wet down, personnel operating arc welding, cutting, heating equipment shall be protected from possible shock.
 4. Where practical, all combustibles shall be relocated at least 35 feet horizontally from the work site. Where relocation is impractical, combustibles shall be protected with flameproofed covers or otherwise shielded with metal or fire-resistant guards or curtains. Edges of covers at the floor shall be tight to prevent sparks from going under them. This precaution is also important at overlaps where several covers are used to protect a large pile.
 5. All flammable materials and liquids will be removed from the area.
 6. All empty containers, which formerly held a flammable liquid, will be removed from the area.
 7. Heavy concentrations of dust will be eliminated to reduce potential fire hazard.
 8. Openings or cracks in walls, floors, or ducts within 35 feet of the site shall be tightly covered to prevent the passage of sparks to adjacent areas.
 9. Conveyor systems that might carry sparks to distant combustibles shall be suitably protected.
 10. Where cutting, heating, welding is done near walls, partitions, ceiling, or roof of combustible construction, fire-resistant shields or guards shall be provided to prevent ignition. If welding, cutting, heating is to be done on a metal wall, partition, ceiling, or roof precautions shall be taken to prevent ignition of combustibles on the other side, due to conduction or radiation, preferably by relocating combustibles. Where combustibles are not relocated, a fire watch on the opposite side from the work shall be provided. Welding, cutting, heating shall not be attempted on a metal partition, wall, ceiling, or roof having combustible covering, nor on walls or partitions of combustible sandwich-type panel construction.

The State University of New York at Fredonia
Environmental Health & Safety & Sustainability Department

Title: Fire Prevention in Use of Cutting and Welding Processes (Hot Work Program)

Effective Date: 6/05/08

Revision Date: 9/15/2015

Page: 5 of 6

11. Cutting, welding, heating on pipes or other metal in contact with combustible walls, partitions, ceilings, or roofs shall not be undertaken if the work is close enough to cause ignition by conduction.
 12. Fully charged and operable fire extinguishers, appropriate for type of possible fire, shall be available at the work area. Where hose lines are available, they shall be connected and ready for service.
 13. When welding, heating, cutting is done in close proximity to a sprinkler head, a wet rag shall be laid over the head and then removed at the conclusion of the welding, heating, cutting operation. Special precautions shall be taken to avoid accidental operation of automatic fire detection or suppression systems.
 14. Nearby personnel shall be suitably protected against heat, sparks, slag, etc.
- D. The Supervisor must use the "Pre-Hot Work Permit Checklist" found in this program to verify the items listed above.
- E. The Supervisor must send the completed "Pre-Hot Work Checklist" along with a completed "Temporary Hot Work Permit" to an EH&S&S Professional Staff member for review.
- F. An EH&S&S Professional Staff member will review the application. If approved the application will be sent back to the supervisor who must post it in the area where the hot work is to be performed.
- G. Upon completion of the hot work, the supervisor will verify that the area was checked for smoldering fire one ½ hour after completion of hot work then send the completed Hot Work Permit and checklists back to an EH&S&S Professional Staff member for close out of the project.
- H. An EH&S&S Professional Staff member will keep copies of all applicable paperwork pertaining to the project on file in the EH&S&S office.
- I. An EH&S&S Professional Staff member or designated representative may inspect the work area prior, during, and after the job has been complete.

V. FIRE WATCHERS

- A. The supervisor responsible for the cutting, heating, welding process to take place in a non-designated cutting, heating, welding area will be required to use fire watchers where the following conditions exist:
1. Combustible material is in the building construction or combustible contents stored in the area are closer than 35 feet to the point of operation, or;
 2. Combustibles are stored more than 35 feet away but are easily ignited by sparks, or;

The State University of New York at Fredonia
Environmental Health & Safety & Sustainability Department

Title: Fire Prevention in Use of Cutting and Welding Processes (Hot Work Program)

Effective Date: 6/05/08

Revision Date: 9/15/2015

Page: 6 of 6

3. Wall or floor openings within a 35-foot radius expose combustible material in adjacent areas including concealed spaces in walls or floors, or;
 4. Combustible materials are adjacent to the opposite side of metal partitions, walls ceilings, or roofs and are likely to be ignited by conduction or radiation, or;
 5. The fire suppression and/or detection system in the area has been disarmed or is disabled.
- B. Firewatchers shall have fire-extinguishing equipment readily available and be trained in its use, including practice on test fires.
- C. Firewatchers shall be familiar with the facilities and procedures for sounding an alarm in the event of a fire.
- D. Firewatchers shall watch for fires in all exposed areas, and try to extinguish them only when obviously within the capacity of the equipment available, or otherwise they must sound the alarm immediately.
- E. A fire watch shall be maintained for at least a half-hour after completion of cutting, heating, welding operations to detect and extinguish smoldering fires.

VI. ADDITIONAL PRECAUTIONS

- A. For the elimination of possible fire in enclosed spaces as a result of gas escaping through leaking or improperly closed torch valves, the gas supply to the torch shall be positively shut off at some point outside the enclosed space whenever the torch is not to be used or whenever the torch is left unattended for a substantial period of time, such as during the lunch period. Overnight and at the change of shifts, the torch and hose shall be removed from the confined space. Open end fuel gas and oxygen hoses shall be immediately removed from enclosed spaces when they are disconnected from the torch or other gas-consuming device.
- B. Drums, containers, or hollow structures which have contained toxic or flammable substances shall, before welding, cutting, or heating is undertaken on them, either be filled with water or thoroughly cleaned of such substances and ventilated and tested.
- C. Before heat is applied to a drum, container, or hollow structure, a vent or opening shall be provided for the release of any built-up pressure during the application of heat.

THE STATE UNIVERSITY OF NEW YORK AT FREDONIA
PRE-HOT WORK CHECK LIST

Complete this check list and bring it, along with the requested permit, to the office of Environmental Health & Safety, 140 Hendrix Hall at least 24 hours before work is to begin.

This checklist must also be completed each day prior to beginning work. All completed checklists should be turned in to the EH&S office at the end of the project.

Follow these precautions:

- ☐ Sprinklers Operational
- ☐ Available sprinklers, hose streams and extinguishers are in service and good repair
- ☐ Have extinguishers available at work site
- ☐ Have work equipment in good repair
- ☐ Are covers off smoke detectors

Within 35 foot (11M) of work:

- ☐ Wet down combustible floors. Cover with damp sand or other shield.
- ☐ Remove flammable liquids, dust, lint, and oily deposits
- ☐ Cover all wall and floor openings
- ☐ Suspend fire resistant covers beneath work
- ☐ Cover or move combustible materials with fire resistive barriers
- ☐ Contractor ID issued and current
- ☐ Cover smoke heads with covers
- ☐ Fire extinguisher available and in place

Work on or near walls or ceilings:

- ☐ Move combustibles away from sides of walls
- ☐ When working with suspended ceilings be sure to protect concealed spaces

Floors:

- ☐ Sweep floor clean of combustibles

Work on enclosed equipment:

- ☐ Clean equipment removing all combustibles
- ☐ Purge equipment of flammable vapors

Fire watch and work monitoring:

- ☐ Fire watch should be provided during the hot work and one half hour after work is completed
- ☐ Train fire watch in use of hot work equipment and alarm systems
- ☐ A fire watch may be required above, below and in adjacent areas where work takes place

Signature of Supervisor (or designee) _____ Date _____

Assigned Permit # _____

POST AT WORK SITE

POST AT WORK SITE

TEMPORARY HOT WORK PERMIT

Permit # _____

PART I – To be completed by supervisor

Room # _____ Building _____

Type of work to be performed: (be specific) _____

From _____ am/pm Date _____ To _____ am/pm Date _____

Requested by: _____

Department _____

Employee Name _____

OR

Contractor Name _____

Date _____

Supervisor of Job Site (signature) _____

Date _____

Please forward this form to the Fire Code Coordinator along with a completed Pre Hot Work Check List

PART II – To be completed by the Fire Code Coordinator

Pre Hot Work Check List Received Yes _____ No _____

Note: If a fire detection or fire suppression system is disarmed, University Police and the EH&S Department must be notified and a fire watch set.

Additional Comments: _____

EH&S&S Professional Staff (signature) _____

Date _____

PART III – To be completed by the job site supervisor after hot work is complete

Fire suppression and fire detection systems have been returned to proper working order _____ (supervisor's initial)

Area has been inspected one ½ hour after completion of hot work; no fire was evident _____ (supervisor's initial)

Return completed form to an EH&S&S Professional:

Sarah Laurie

140 Hendrix Hall

Phone: 673-3796 Fax: 673-3103

Confined Space: Yes _____ No _____

Division 1 - General Requirements

SECTION A - Description of Work

1. Work to be Done

The work to be done under the Contract, in accordance with the Contract Documents, consists of performing, installing, furnishing and supplying all materials, equipment, labor and incidentals necessary or convenient for the construction of Project Number **D0591E**, titled **Exterior Masonry Repair – Gregory Hall** and carry out all of the duties and obligations imposed upon the Contractor by the Contract Documents.

The main features of the work shall include, but not be limited to the following:

- Removal of the damaged brick veneer at the reentrant corners throughout the building.
- An expansion joint will be introduced at these locations and the brick veneer will be rebuilt with matching brick, bond and quoin pattern where applicable.
- Throughout the façade, the head joints of the limestone water table and frieze panels will be raked and sealed with a sanded sealant.
- The limestone panels at the main entrance pediment will be raked and repointed with pointing mortar. At various areas throughout the façade and as indicated on the drawings, damaged brick and failed mortar joints will be repaired.
- The brick veneer, concrete cap stones, and handrails will be removed and replaced as detailed at the ADA ramp located at the main entrance.

2. Work Not Included:

Work not included in the work of the Contract are those items marked "N.I.C"; movable furnishings, except those specifically specified or indicated on the Drawings; and items marked "by others".

SECTION B - Alternates

1. General

- a. Refer to Proposal Form. State thereon the amount to be added to or deducted from the Total Bid for the Alternates described herein.
- b. Extent and details of the Alternates are indicated on the Drawings, and described in the Specifications.
- c. Where reference is made in the description of the Alternate to products, materials, or workmanship, the specification requirements applicable to similar products, materials or workmanship in the Total Bid shall govern the products, materials, and workmanship of the Alternate as if these specification requirements were included in full in the description of the Alternates.

2. Alternates

NONE

SECTION C - Special Conditions

1. Time Progress Schedule

- a. The Contractor shall schedule the Work for expeditious completion in accordance with Section

3.01(2) of the Agreement. The proposed schedule must be established in cooperation with the Campus and account for Campus calendar restrictions listed in this section that affect the Contractor's access to the work areas and construction activities. At each periodic meeting, the Time Progress Schedule required by Section 3.02 of the Agreement shall be reviewed for compliance with phasing requirements. Revise and update the Time Progress Schedule to properly depict the work required to maintain continuity of campus operations.

- b. First phases of work shall include appropriate time in the schedule for: (1) understanding Campus operations, training crews, acclimating trades and Campus to sequence and apportionment of activities; (2) additional meetings (up to twice a week during the first twelve weeks after the Notice to Proceed) with the Owner, consultant and the Contractor's principals, project manager and those of its significant subcontractors; (3) re-sequencing activities to recover from start-up delays in the progressive operation of interrelated work and (4) other activities commonly associated with the start-up of field work.
- c. Academic Calendar: The Contractor is advised that the Campus intends to maintain a full institutional program throughout the Project duration. The Campus will make continuous use of adjacent spaces, buildings and site, except where work is scheduled or specified to occur. All Contract work must be scheduled and performed without causing unscheduled interruption of the normal institutional activities and processes. The Contractor shall coordinate his work with the following Campus Calendar, and No Utility shutdowns will be permitted during Registration, Study Periods, Exam Periods, or Commencement.
 - Link - <https://www.fredonia.edu/about/offices/academic-affairs/academic-calendar>
- d. The work site will be available to begin construction immediately upon Notice to Proceed or on _____. Unless otherwise indicated, normal working hours on the campus are between 7:00 AM and 4:00 PM. Sequence the work in phases to meet the following interim milestones dates:
- e. On the Date of Substantial Completion in the Proposal, access to the work area for any uncompleted work and for punch list items shall be restricted to after 5:00 PM and prior to 7:00 AM and comply with the following:
 - 1. Methods of performing work shall not hinder or disrupt the Campus' occupancy, reduce Campus provided levels of cleanliness and ambient environmental conditions and affect building systems, services, and utilities serving the building unless, upon completion of each shift's work that is performed outside of normal Campus work hours, the Contractor provides cleaning to return the work areas to a similar level of cleanliness as normally provided by the Campus, returns spaces to their normal ambient environmental conditions and restores building systems, services, and utilities serving the occupancy.
 - 2. No material or equipment shall remain inside the building unless in the active use and control of Contractor personnel.

The Contractor shall provide all utility relocations and re-routings necessary to maintain the existing utilities at their current level of service, including limiting their shutdowns for tie-ins and cutovers to those periods specified. All new work shall be in place, tested and accepted prior to performing a shutdown for the required tie in.
- f. Time Delay Allowance: In addition to the requirements of Article III of the Agreement, the base bid contract duration to perform the work specified in the proposal shall include not less than five (5) consecutive and/or non-consecutive eight hour working days in the Time Progress Schedule for delays that are of no fault of the Contractor or any of its subcontractors or suppliers, or caused by events or conditions that could not be reasonably anticipated. Provide notice of delay per Section

3.04 and request use of this time allowance. When approved by Consultant, the time allowance is expended for each work day that the contractor is unable to work and all delay time used is tracked in the Time Progress Schedule. After this base bid time allowance for delay is expended, comply with the requirements of Article III for any additional delays.

2. Cutting and Patching

- a. The Contractor shall do all cutting, fitting, and patching of its work that may be required to make its several parts come together properly and fitted as shown upon or reasonably implied from the Drawings and Specifications for the completed project.
- b. Any cost caused by defective or ill-timed work shall be borne by the Contractor. Except as otherwise expressly provided in the Contract Documents, the Contractor shall not cut or alter the work of any other Contractor or existing work without the consent of the University.
- c. Existing construction, finishes, equipment, wiring, etc., that is to remain and which is damaged or defaced by reason of work done under this contract shall be restored by the Contractor to a condition satisfactory to the University, or replaced with new, at no additional cost.
- d. Existing surfaces, materials, and work shall be prepared as necessary to receive the new installations. Such preparatory work shall be as required by the conditions and in each case shall be subject to approval by the University.
- e. Newly exposed work or surfaces which are presently concealed shall be made to match existing corresponding or adjoining new surfaces as directed, and the materials and methods to be employed shall be subject to approval by the University.
- f. All new, altered, or restored work in the building shall match existing corresponding work in the material, construction finish, etc., unless otherwise specified or required by the drawings.

3. Clean-Up

- a. Periodic Cleaning: The Contractor shall at all times during the progress of the work keep the Site free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workmen to limits prescribed by law or by the Contract Limit Lines, except as the latter may be extended with the approval of the University. Cleaning of the structure(s), once enclosed, must be performed daily and removal of waste matter or rubbish must be performed at least once a week.
- b. Final Clean Up: Upon completion of the work covered by the Contract, the Contractor shall leave the completed project ready for use without the need of further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work, the Contractor shall remove from the vicinity of the work and from the property owned or occupied by the State of New York, the State University of New York or the University, all plant, buildings, rubbish, unused materials, concrete forms and other materials belonging to it or used under its direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of its failure to do so, the same shall be removed by the University at the expense of the Contractor, and it and its surety shall be liable therefor.

4. Temporary Access and Parking

Parking will be designated upon coordination with campus representatives.

5. Field Meetings

Periodic job meetings will be scheduled by the Consultant and the University during the course of construction. The Contractor, and, upon request of the Consultant and the University, its principal subcontractors and manufacturer's representatives, shall attend such meetings and be prepared to furnish answers to questions on progress, workmanship, or any other subject on which the Consultant and the University might reasonably require information.

6. Operating Instructions and Manuals

The Contractor shall furnish three (3) complete sets of operating instructions and manuals which shall include definite and specific instructions on all mechanical and electrical systems involved in the Project. Said instructions and manuals should set forth: (1) the manner of operation; (2) the necessary precautions and care to be followed; (3) periodic prevention maintenance requirements; and (4) a complete set of spare parts lists, catalogs, service manuals and manufacturing data on said systems. Said instructions and manuals are to be made available by the Contractor for review and comment by the University a minimum of six (6) weeks prior to the scheduled completion of the Project.

7. Utility Shutdowns and Cut Overs

- a. Except as otherwise expressly provided in the Contract Documents, the Contractor shall be responsible for submitting to the University, for its approval, a proposed schedule of all utility shutdowns and Cut overs of all types which will be required to complete the Project; said schedule should contain a minimum of two (2) week's advance notice prior to the time of the proposed shutdown and cut over. Most campuses of the State University of New York are in full operation 12 months of the year, and shutdowns and Cut overs, depending upon their type, generally must be scheduled on weekends, at night, or during holiday periods. The contract consideration is deemed to include all necessary overtime and all premium time, if any, that is required by the Contractor to complete the shutdowns or Cut overs.
- b. Temporary Connections: In the event the Contractor shall disrupt any existing services, the Contractor shall immediately make temporary connection to place such service back into operation and maintain the temporary connection until the Contractor makes the permanent connection. All work must be acceptable to the University.

8. Temporary Power for Construction Activities

Electrical energy will be available at no cost to the Contractor from existing outlets or panels from locations approved by the College. This power may be used for small power tools (not exceeding 1/2 HP), etc., and the Contractor shall not exceed the capacity of the existing circuits being used. The Contractor shall be responsible for providing all necessary connections, cables, etc. and removal of the same at completion of construction with approval from the University. The Contractor shall in no way modify the existing circuits at the panel boards to increase capacities of the circuits. If the required power load exceeds the capacities of the available power sources, the Contractor shall be responsible and pay for furnishing and installing all necessary temporary power poles, cables, fused disconnect switches, transformers and electric meters necessary to provide a temporary power system for the project, and remove the same at completion. Install all temporary wiring and equipment and make all connections in conformity with the National Electrical Code. Make all replacements required by temporary use of the permanent wiring system. Provide ground fault protection.

9. Sanitary Facilities

The Contractor will be permitted to use existing toilet and janitor closet facilities as designated by the College

provided the existing facilities are not misused, defaced, or left in an unsanitary condition. If the University deems that the existing facilities have been subject to misuse or left unsanitary, the Contractor shall be informed and caused to install and maintain (at its own cost) temporary, sanitary facilities at approved locations. The Contractor shall also be held responsible for the cost of cleaning and repair of any damage to said existing facilities and adherence to health and sanitary codes of the State of New York.

10. Temporary Heat

- a. In those locations where it is required by the conditions of the work, the Contractor shall provide and pay for all temporary heating, coverings and enclosures necessary to properly protect all work and materials against damage by dampness and cold, dry out the work, and facilitate the completion thereof. Fuel, equipment, materials, operating personnel and the methods used therefor shall be at all times satisfactory to the University and adequate for the purpose intended. The Contractor shall maintain the critical installation temperatures, provided in the technical provisions of the specifications hereof, for all work in those areas where the same is being performed.
- b. Maintenance of proper heating, ventilation and adequate drying out of the work is the responsibility of the Contractor. Any work damaged by dampness, insufficient or abnormal heating shall be replaced to the satisfaction of the University by and at the sole cost and expense of the Contractor.
- c. The Contractor shall provide all necessary, temporary heating for the efficient and effective work by itself and all trades engaged in the work. Unless otherwise specified, the minimum temperature shall be 50 degrees F at all places where work is actually being performed within the project (where enclosed). Before and during the placing of wood finish and the application of other interior finishing, varnishing, painting, etc., and until final acceptance by the University of all work covered by the Contract, the Contractor shall, unless otherwise specified in the Contract Documents, provide sufficient heat to produce a temperature of not less than 68 degrees F nor more than 78 degrees F.

11. Temporary Light

The contractor shall install, maintain and remove Underwriter's Label temporary lighting sockets, light bulbs, and intermittent power sockets as approved by the University. The minimum temporary lighting to be provided is at the rate of 1/4 watt per square foot and be maintained for 24 hours, 7 days per week at stairs and exit corridors; in all other spaces, temporary lighting is to be maintained during working hours. Installation shall be in accordance with the National Electric Code.

12. Temporary Water for Construction Purposes

Water for construction is available through the campus system without charge to the Contractor from location designated by the College. The Contractor shall obtain the necessary permission, make all connections, as required, furnish and install all pipes and fittings, and remove the same at completion of work. The Contractor must provide for waste water discharge and shall take due care to prevent damage to existing structures or site and the waste of water. All pipes and fittings must be maintained in perfect condition at all times.

13. Conducting Work

- a. All work is to be conducted in such a manner as to cause a minimum degree of interference with the College's operation and academic schedule.
- b. Safe and direct entrance to and exiting from the existing buildings shall be maintained at all times during regular hours while construction is in progress.

- c. No construction work will start in any area until the Contractor has all the required materials on-site.
- d. The Contractor and its employees shall comply with College regulations governing conduct, access to the premises, and operation of equipment.
- e. The building shall not be left "open" overnight or during any period of inclement weather. Temporary weather tight closures shall be provided for/by the Contractor to protect the structure and its contents.

14. Safety and Protective Facilities

- a. The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the Staff, students, the work and property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- b. The Contractor shall erect, maintain and remove appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the work for the protection of users of the project area, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA and National Fire Prevention Association 241, for safeguarding of structures during construction.

15. Protection of Existing Structures, Vegetation and Utilities

The Contractor, during the course of its work, shall not damage any buildings, structures and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric power and lighting and telephone cables, lawns, curbs, plants and other improvements. Any damage resulting from the Contractor's operations shall be repaired or replaced at its expense.

16. Abbreviations and References

The following abbreviations may be used in these Specifications:

N.A.	Not Applicable
N.I.C	Not in Contract.
Fed. Spec. or F.S.	Federal Specifications
SUCF	State University Construction Fund
University or SUNY	State University of New York
College	A Campus of the State University of New York

17. Use of Elevators

The Contractor shall be permitted to make temporary use of elevators designated by the University and provided such use does not interfere with the normal activities of the College. Large and heavy items shall not be placed in elevators, and suitable padding shall be provided whenever a cab is used for construction purposes. Elevator pits shall be kept free of debris and dust by frequent cleaning out. The elevators shall be restored to original condition satisfactory to the University at the end of construction activities. Use of the top of the elevator may be permitted after obtaining approval of the University.

18. Salvage of Materials

Remove and legally dispose of all debris and other materials resulting from the alterations to State University property. The following items shall remain the property of the University and shall be stored at the site as directed by the University: **NONE**

19. Storage of Materials

- a. The Contractor shall store materials and equipment within the contract limits in areas on the site as designated by the University.
- b. All materials shall be stored in a neat and orderly manner, and shall be protected against the weather by raised floored weatherproof temporary storage facility or trailer.
- c. Security for stored materials shall be the responsibility of the Contractor.
- d. Storage of materials is not permitted on the roof of any building.

20. Shop Drawings and Samples - (Refer to Section 2.19 of the Agreement)

- a. The Contractor shall submit to the University for its approval five (5) sets of prints of all shop drawings required by the specifications. Those marked:

"REJECTED" are not in accordance with the Contract Documents and shall be resubmitted.

"REVISE AND RESUBMIT" Contractor shall correct and resubmit.

"MAKE CORRECTIONS NOTED": The contractor shall comply with corrections and may proceed. Resubmittal is not required.

"APPROVED - NO EXCEPTIONS TAKEN": The contractor may proceed.

- b. All shop drawings and/or submittals used on the construction site must bear the impression of the consultant's review stamp as well as the General Contractor's review stamp, indicating the status of review and the date of review.
- c. All shop drawings shall reflect actual site conditions and accurate field dimensions. Dimensioned shop drawings shall be submitted for all fabricated items. Incomplete submittals will be rejected without review.
- d. All shop drawings, submittals and samples shall include:
 - 1). Date and revision dates.
 - 2). Project title and number.
 - 3). Names of:
 - a). Contractor b). Subcontractor c). Supplier d). Manufacturer
 - 4). Identification of products or materials: Include Department of State (DOS) file number, manufacturers' name and market name of all covered products and applicable materials in accordance with Part 1120 of the Code. This information may be obtained by contacting the DOS, Office of Fire Prevention and Control: 518-474-6746 [voice] and 518 474-3240 [FAX]

21. U.S. Steel

All structural steel, reinforcing steel, or other major steel items to be incorporated in the work shall, if this

Contract is in excess of \$100,000, be produced or made in whole or substantial part in the United States, its territories or possessions.

22. Non-Asbestos Products

- a. All materials specified herein shall contain no asbestos.
- b. Provide "Contains No Asbestos" permanent labels applied to the exterior jacket of all pipe insulation at 20-foot intervals with a minimum of one (1) label for each service in each work area.

23. Material Safety Data Sheet

The contractor shall submit MSDS (Material Safety Data Sheet) for all chemicals, solvents, and materials specified or proposed to be used on this project.

24. Architect's/Engineer's Seal

In accordance with Rules and Regulations of the New York State Education Law, Title 8, Part 69.5(b), to all plans, specifications and reports to which the seal of an architect has been applied, there shall also be applied a stamp with appropriate wording warning that it is a violation of the law for any person, unless acting under the direction of a licensed architect, to alter an item in any way. If an item bearing the seal of an architect is altered, the altering architect shall affix to his item the seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

25. Construction Permit

The Code Compliance Manager for the State University Campus will, as required by law, issue a Construction Permit for this Project. The project is not subject to any local building code or permit requirements, except for work that the Contractor is to perform on property located outside of the boundaries of the campuses of the State University of New York.

26. Other Contracts

There may be other contracts let for work to be done in adjacent areas and, as such, this Contractor and such other contractors shall coordinate their work to conform with progressive operation of all the work covered by such contracts, and afford each other reasonable opportunities for the introduction and storage of their supplies, materials, equipment, and the execution of their work.

27. Asbestos

If the work to be done under this contract contains the abatement of asbestos the following shall apply:

- a. Applicable Regulations - All work to be done under this Contract shall be in compliance with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (cited as 12 NYCRR Part 56) as amended effective November 9, 1994.
- b. Applicable Variance - The abatement contractor is responsible for obtaining any variance not issued to date that he feels may be applicable to the policies/procedures as set forth in 12 NYCRR Part 56.
- c. Owner Project Fact Sheet -The Contractor shall complete and submit as much information as possible on the Asbestos Material Fact Sheet to the University in triplicate

prior to the project startup. completion of the Fact Sheet shall be submitted prior to acceptance.

- d. Patent Infringement - The State University of New York and the State University Construction Fund have been given notice by a law firm representing GPAC, Inc. that the use of its process/procedure for asbestos containment and removal constitutes a patent infringement. All potential contractors are hereby notified that they may have to obtain a license to use certain patented Negative Air Containment systems, and that any liability of the University in connection therewith is covered by Section 2.21 of the Agreement. Therefore, all potential contractors are hereby notified that after opening of the bids they must advise the University as to the system they intend to use for Negative Air Containment and provide the University with either a copy of their license to use the same or written documentation, signed by an authorized officer of their surety, that their performance bond guarantees the Contractor's indemnification covering patent claims.

- e. Air Monitoring - All work to be done under this Contract shall be in compliance with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (cited as 12 NYCRR Part 56), as currently amended, and applicable federal and state regulations.

The Consultant shall be responsible for hiring and paying an independent third-party firm to perform the requirements of air monitoring as called for in 12 NYCRR Part 56 and as permitted in Section 2.17 of the Agreement.

- f. Testing - The University and Campus reserve the right to employ an independent testing laboratory to perform testing on the work and air sampling. The Contractor shall be required to cooperate with the testing laboratory.

- g. Disposal Procedures - It is the responsibility of the asbestos contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The asbestos contractor must comply fully with these regulations, all appropriate U.S. Department of Transportation, EPA and Federal, State and local entities' regulations, and all other then current legal requirements. Submit originals or copies of all pertinent manifests in triplicate to the University.

- h. Submittals - Prior to commencement of the work on this project, the Contractor must submit the following to the University:
 - 1). Copy of original insurance policy.
 - 2). Copy of Department of Labor notification.
 - 3). Owner Fact Sheet.
 - 4). Copy of EPA notification.

- i. Special Requirements -
 - 1) Size, location, and quantities of all pipes, joints, ducts, valves, tees, etc. must be field verified by all prospective bidders. Information given on the drawings and specifications is for general orientation and information only.
 - 2) The Contractor shall have at least one English-speaking supervisor on the job site at all times while the project is in progress.

- 3) Prior to the commencement of work involving asbestos demolition, removal, renovation, the Contractor must submit to the University the name of its on-site asbestos supervisor responsible for such operations, together with documentation that such supervisor has completed an Environmental Protection Agency-approved training course for asbestos supervisors.

28. COVID-19 Contractor Requirements and Guidance for Construction Jobsites

The Contractor will comply with NYS DOH Interim COVID-19 Guidance for Construction Projects, "Guidance", as may be amended or superseded, which is made a part of the contract work for this Project. All costs and time associated with compliance with the current Guidance are included in the Contract consideration in Article IV of the Agreement. The current Guidance for Construction Projects is available at the following website:

<https://forward.ny.gov/industries-reopening-phase#phase-one-construction>

29. Modifications to the Payment Provisions of the Agreement

Delete the following Sections from Article IV of the Agreement:

- a. Section 4.18 - Final Payment: Delete the Clause "excluding the contractor's guarantee obligations (reference Section 4.08)" from the last line of the paragraph.
- b. Section 4.20 - Guarantee Payment: Delete this section in its entirety.
- c. Section 4.21 - Acceptance of Guarantee Payment: Delete this section in its entirety.

30. Wage Rates and Supplements

The following are the rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed:

Wage Schedules can be accessed online using **PRC # 2022010549** at <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt>. If the Contractor is unable to access the prevailing wage schedule for the PRC# listed above, please contact the University for a copy of the wage rate schedule.

Supplemental Provisions to SUNY Fredonia Division 1 – General Requirements

Requests for Information

1. In the event that the Contractor determines that some portion of the Drawings and Project Manual for the project requires clarification or interpretation by the Consultant per Section 2.01 of the Agreement, the Contractor shall submit a Request for Information (RFI) in writing to the Consultant. The Contractor shall create an RFI log in a format approved by the Consultant. Submit the RFI log to the consultant prior to each periodic Field Meeting. Update the RFI log to reflect comments received at the Field Meetings. The Contractor shall define the issue that requires clarification or interpretation in clear and concise language as follows:
 - a. The Contractor shall customize RFI forms and logs for this project and submit them to the Consultant for review and approval prior to submission of any RFIs.
 - b. Forms should include provisions for the Consultant's response, Contractor acceptance of response or rephrasing of question, and the Consultant's additional response if requested.
 - c. Forms should include provisions for locating the issue within the building, by room number, name and nearest columns.
 - d. RFIs shall confirm that reasonable locations for the information required have been reviewed and document those locations by specific references to the Drawings and Project Manual on the RFI.
 - e. The Contractor shall review the RFI for systemic or global implications, including review of other pending RFIs and work of other phases, so that the final RFI submitted represents a reasonable consolidation of similar requests.
 - f. The Contractor shall coordinate and review the RFIs originating from its trades, subcontractors, suppliers, manufacturers, etc. for compliance with this process, including polling them and meeting with them onsite to review the issue prior to its submission as an RFI. The Consultant may attend such meetings.
 - g. Contractor to coordinate response from Consultant with subcontractors.
 - h. The RFI shall contain a description of what the Contractor believes to be the intent of the design documents, with due regard to Section 1.06 of the Agreement, along with reasons why the RFI is required.
 - i. RFIs shall only be submitted on the approved forms.
 - j. RFIs that do not comply with the above requirements will be returned to the Contractor for revision and resubmission.
2. The Consultant will review all RFIs to determine whether they are RFIs within the meaning of this term as defined above. If the Consultant determines that the document submitted is not an RFI, it will be returned to the Contractor un-reviewed as to content, for resubmission in the proper manner and it will be removed from the RFI log.
3. The Consultant will respond to all RFIs within 10 business days of its receipt, unless the Consultant determines that a longer time is required for an adequate, coordinated response. If the longer response time is deemed necessary, the Consultant will notify the Contractor of that necessity and indicate when the response will be completed within 10 business days of its original receipt. Any RFI's receive after 3:00PM will be considered as received on the following business day.
4. Responses to RFIs shall not change any requirements of the documents.

Contractor ID Badges

The Contractor and its employees shall comply with College regulations governing conduct, background checks, access to the premises, and operation of equipment. The Contractor and his/her workers, employees, subcontractors and their workers, etc., will not fraternize with any building or campus occupants. This includes, but is not limited to, students, faculty, and employees of the State other than those designated contacts for this Project, visitors and guests. At no time will it be appropriate to say anything derogatory to any individuals. Harassment, verbal or otherwise, of any individuals will not be tolerated. If an incident of fraternizing or harassment arises, the Contractor will be directed to permanently remove the worker from the site and replace the worker at no additional cost to the Project.

- a. ID Badges: All Contractor onsite personnel are required to furnish and wear identification badges at all times on Campus. The badge shall be formatted similar to a driver's license and include the following:
 - 1) Photograph of Employee
 - 2) Name of Employee
 - 3) Name of the Company
 - 4) Trade
 - 5) Project Name:
- b. Badge shall be laminated in clear plastic
- c. Format shall be approved by the Consultant and consistently employed throughout the project.

Safety

1. Prior to starting demolition, so as to maintain occupied spaces with their current services and utilities, trace all services and utilities, identify their respective areas and zones of service, both within the work area and outside to work area. Two weeks prior to start of demolition, submit a written plan for each service and utility describing how such services and utilities will be temporarily maintained, shutdown, disconnected and cut, and/or permanently reconnected.
 - a. The plan should clearly identify any impairment of fire protection system(s), exit signs, exit lighting and/or other code required life safety systems. Add dates and durations of impairments to the Project Schedule.
 - b. Any "bypass" of the fire alarm system will be done by the campus, with proper notice. If the fire alarm system, of an occupied building, needs to be placed into "bypass" the contractor will be required to provide a Fire Watch until the system is back on line.
 - c. Fire Watch Requirements
 - a. This section applies to the work in this contract, if any, that 1) disables any fire suppression systems, standpipes systems, fire alarm systems, fire detection systems, smoke control systems and/or smoke vents as defined in Chapter 9 of the Fire Code of New State (FCNYS) or 2) involves welding, cutting, grinding, open torches and other hot work as defined in Chapter 26 of the FCNYS and / or 3) involves demolition activities that are hazardous in nature as defined in the applicable provisions of the Fire Safety During Construction and Demolition chapter of the Fire Code of New York State (FCNYS) in the New York State Uniform Fire Prevention and Building Code. In accordance with Section 901.7 of the FCNYS, for structures that have campus occupancy, either provide a fire watch or perform the work during the hours where the building is scheduled by the campus to be closed. If a fire watch is required, provide all labor that is required. The Contractor shall:

- 1) Contact the New York State Department of State Office of Fire Prevention and Control (OFPC) at Phone: (518) 474-6746, by email: fire@dhses.ny.gov and obtain its currently amended recommendation for fire watch procedures. Review the OFPC recommendations and notify the consultant if there are significant discrepancies with the requirements of this section.
 - 2) Review the fire watch procedures with the consultant and campus representatives. Submit the plan for the fire watch for approval by consultant and campus, and schedule pre-system shutdown meeting with consultant, campus and Fund. The plan should describe how false alarms will be managed and who will be responsible for fire and police departments costs for responding to false alarms.
 - 3) Employ, instruct and maintain competent fire watch personnel. Provide the sufficient number of dedicated personnel that are required to patrol all portions of the means of egress system in the facility in the period of time required.
 - 4) Notify the campus alarm monitoring staff prior to and at the conclusion of the fire watch.
 - 5) Notify University Police Department that the system is "Out of service" and again when the system has been repaired or restored to service.
 - 6) Employ competent personnel to fix the fire protection system(s).
- b. Fire Watch Duties: Personnel serving as a fire watch have the following duties:
- 1) Conduct periodic patrols of the entire facility as specified below.
 - 2) Identify any fire, life or property hazards or the warning signs of fire.
 - 3) Notify University Police Department if a fire is discovered by calling 716-673-3333 with the exact address and type of emergency.
 - 4) Notify occupants of the facility of the need to evacuate. If the sirens or public address function of the alarm system are still functional, use them to assist with evacuation of the building.
 - 5) Have access to at least one means of direct communication with the fire department. A telephone is acceptable.
 - 6) Maintain a written log of fire watch activities
 - 7) Have knowledge of the location and use of fire protection equipment, such as fire extinguishers. (Note: The fire watch will not perform fire-fighting duties beyond the scope of the ordinary citizen.)
 - 8) Perform no other duties that are not directly part of the fire watch duties.
- c. Frequency of Inspections: Fire watch personnel should patrol the entire facility every 30 minutes except in the following situations, where patrols shall be every 15 minutes:
- 1) The facility has people sleeping.
 - 2) The facility is an institutional occupancy.
 - 3) The facility is an occupied assembly or educational occupancy.
- d. Record Keeping: A fire watch log should be maintained at the facility. The log should show the following:
- 1) Address of the facility
 - 2) Times that the patrol has completed each tour of the facility
 - 3) Name of the person(s) conducting the fire watch.
 - 4) Record of communication(s) to the fire department and monitoring company.

Staging Area / Deliveries

1. Access to the construction site for delivery of materials and equipment shall be as indicated on the drawings or as approved by the Consultant. Temporary parking for the loading and unloading of the same shall be arranged with prior approval of the Campus.
2. The Contractor shall, at all times, keep access routes, and parking and staging areas clean of debris and other obstructions resulting from the work.
3. Provide a chain link fence around staging, storage, parking, etc. areas with a height as noted on drawings. Minimum post size shall be as required for a 70 mph wind. Gates width shall be as noted on drawings, double swing leaves with a drop rod to secure them in place while in the closed position. All gates shall include heavy duty padlocks, keyed alike, with 10 spare keys for each given to the Consultant for distribution. Contractor shall have the option to daisy-chain a campus lock to his chain and lock. Provide continuous top and bottom rails. All areas within the fence shall have all grass, weeds, etc. mowed when it exceeds 6" in height. Contractor shall clear snow as necessary within fenced areas. Snow from within the fenced areas shall be moved outside the fenced areas, transported and legally disposed of offsite. Snow outside the Contract Limits will be removed by the campus. Set fence posts and supports in the manner that facilitates the removal of snow by the campus. True and plumb the fence posts on a monthly basis.

Noise Mitigation Measures

Employ the following measures during the work of this contract:

1. Maintain all construction tools and equipment so that they operate at normal manufacturer's operating specifications, including at peak loading. Maintain noise created by tools and equipment below the levels in the noise level guidelines in the Federal Highway Administration Roadway Construction Noise Model User's Guide, as currently amended, page 3 (the Guide). If an individual piece of equipment exceeds the level specified in the Guide, then either perform maintenance to demonstrate a good faith effort, notwithstanding the model year of the equipment, to mitigate the noise by a measurable level acceptable to the Consultant, or replace the equipment with equipment that complies with the level in the Guide.
2. Equip all tools and equipment being operated on site with the appropriate manufacturer's recommended noise reduction device(s), including a muffler and jacket, free from air or exhaust leaks.
3. Equip specialized vehicles with noise-insulating material that does not interfere with the engine operation and/or other manufacturer recommended techniques to reduce noise. Prevent all unnecessary vehicle engine-idling on site. Equip all vehicles with the installation of quieter backup warning devices where permitted by OSHA.
4. Cover portable compressors, generators, pumps and other such devices with noise-insulating fabric, employed so as not to interfere with engine operations, or employ other manufacturer recommended techniques to reduce noise.
 - a. Implement a formal noise mitigation training program for all field-worker supervisory personnel including sub-contractor supervisors. Supervisory personnel shall field-train all field workers in an effort to minimize construction noise.
 - b. Cooperate with the Campus to coordinate the work whenever possible so as to minimize the impact on the facility and use quieter devices and other noise mitigation methods, such as blankets and barriers.

5. There shall be no use of radios or personal music devices by Contractors on campus.

Project Photographs

1. Prior to beginning work, the contractor shall schedule with the Campus sufficient periods of time in which the Contractor shall photographically record existing conditions for all project areas using digital video in MPEG-2 format. Video shall be made at high resolution (1440 x 1152) and shall adequately zoom in on selected elements for clear representation of existing conditions. All video recording shall be done in the presence of the Consultant. Submit the completed video on DVD disk(s) to the Consultant for the record.
2. Photograph any and all damaged or misaligned materials or surfaces which may in any way be misconstrued as having occurred during the implementation of this Contract. Inspect all existing conditions on all paths of travel on the site, adjacent right of ways, and within the building with the Consultant. With clear labeling and convenient indexing, provide written documentation for each video disk referencing both the disk and site locations of recorded images of any and all damage that could be misconstrued as being caused by the Contractor's work and/or access. Repair all damage to existing conditions and along the paths of travel caused by Contractor's Operations.

Project Sign

1. No Contractor identification signage shall be erected or hung from fencing or other construction without the approval of the Campus. Contractor shall provide specific text, size, location, and number of signs for approval of the Campus.

Field Office

1. Should the Contractor desire a field office for his site supervision, the Contractor is responsible for providing the field office and all supplies and services to said field office. The campus will not provide a field office or any services for a field office. The Contractor shall coordinate the location of a field office with the Campus and shall bear the cost of the office, furnishings, maintenance and transport.
2. Should the Contractor choose to provide a field office, all site repairs required as a result of the transport and placement of the field office and services shall be at the Contractor's expense. Site repairs following the removal of the field office at the completion of construction shall be to the satisfaction of the Campus.

Construction Waste Management

1. Provide the proper labor, equipment and other means for collecting, transferring, tracking and transporting waste from the point of creation during the project to the point of its final disposition off the site of the Project.
2. Demolition and removal work on campus shall be limited to the minimum work required to create a debris stream that allows for reasonable handling and transport. Additional work on debris material, such as grinding, cutting or crushing, which may be desired by the Contractor to make the material ready for reuse off-site, shall be performed off-site.
3. Any money received by the Contractor for materials recycled, sold or reused off site was considered when the Bid Proposal submitted to the Campus and may be retained by the Contractor. The

Contractor is solely responsible for the security of any materials that may be recycled, sold or reused.

- a. Provide means of waste management, including collecting, sorting and transporting the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site for off-site sorting).
4. During the work of the Project, provide all labor, containers, bins, dumpsters, and other equipment for the proper removal of all waste, non-returned surplus materials, and rubbish from the site in accordance with the Plan. Oversee and document the results of the Plan. Monitor the collecting, sorting, and depositing of all waste, non-returned surplus materials, and rubbish, in designated areas as per the Plan.
 - a. Locations for removal containers, bins and dumpsters shall be coordinated with the Consultant. Relocate containers, bins and dumpsters as needed to suit the field conditions during the work.
5. For all construction and demolition waste that leaves campus with a manifest, provide copies of manifests in the monthly reports. For each manifest that requires the Campus EPA ID number as the generator of the waste, submit a draft copy for the review by the campus, make any reasonable corrections that the campus requests, and allow one week for the campus to review and sign each completed manifest.

Project Schedule

1. If the actual progress of the work is behind the timeline of the Schedule of Record by more than 15 working days, then the Contractor shall provide a new and completely revised schedule that shall be called the recovery schedule. The recovery schedule shall be provided within 30 calendar days after the Consultant's request and its purpose is to change the sequencing of activities, duration of activities, and /or other factors as required to return the actual projected schedule completion date to that of the SOR. The recovery schedule is in addition to the regular updates. If the actual progress of the work is behind the timeline of the submitted recovery schedule by more than 15 working days, then the Contractor shall provide a new and completely revised recovery schedule.

Meetings

1. In addition to Field Meetings noted in the General Requirements, the contractor, and any appropriate sub-contractors, shall attend a pre-construction meeting and any pre-installation meetings noted in the technical specifications.

Warranties

In addition to the requirements of the Agreement, provide warranties for products, equipment, systems and installations required by other technical sections of Contract Documents for duration indicated. Warranties shall be individually listed in the project specific submittal log.

1. All warranties required by Contract Documents shall commence on date / time of Substantial Completion.
 - a. At no additional cost to the Campus, for products, equipment, systems and installations completed prior to the date of Substantial Completion, obtain and pay for warranty extensions that cover the additional time between the earlier date of their completion and the date of Substantial Completion.

2. Provide a list of all Contractor provided warranties that are specified in Divisions 1 through 48, inclusive, and list who will inspect the work covered by the warranty (if applicable), when it will be done, who witnessed it and when, results (pass/fail), follow up action, comments and other information requested by the Consultant.
 - a. Unless otherwise approved by the Campus, all inspections must be witnessed and signed off by the Consultant prior to acceptance of Contractor provided warranties that are specified in Divisions 1 through 48, inclusive.
 - b. The Consultant will reject a Warranty issued prior to or without the manufacturer's field inspection of the work, if required in Divisions 1 through 48, inclusive.
3. Unless otherwise approved by the Consultant and if required in Divisions 1 through 48, inclusive, the scheduled value of a Contractor provided warranty in the Contract Breakdown required by the Agreement shall be 5% of the amount estimated for the work being warranted.
4. Furnish and organize original warranties in a separate binder with a durable plastic cover. Organize the binder into separate sections by CSI number based on the table of contents of the project manual. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs. Provide a printed Table of Contents.
 - a. Warranties shall be in the form required by the applicable technical sections of Contract Documents. Include procedures to follow and required notifications for warranty claims.
 - b. Warranty Certification: Written certification from the warrantor that the warranty is in effect and non-retractable due to any of the specified conditions. Warranties submitted without warranty certification will not be accepted.
 - c. Deliver the binder to the Consultant with the written notice of Substantial Completion required by Section 2.23(2) of the Agreement.
5. For uncompleted work delayed beyond date of Substantial Completion, provide updated binder submittal within 10 days after acceptance, indicating date of acceptance as start of warranty period for any work delayed beyond date of Substantial Completion.

Applications for payment after the date of Substantial Completion may not be approved until the warranty certification and warranty documents are delivered to the Consultant.

Electronic Submittals

1. The Contractor shall set up and maintain a web-based submittal service to log, transmit and track (in real time) all project related documents.
 - a. All project submittals, reviews and re-submittals shall uploaded in Portable Document Format (PDF) and, if approved by the Consultant, other electronic formats requested by the Contractor. Divide, package and submit all submittals in accordance with Section 01 32 16, Project Schedule.
 - b. The service will also post, track and store RFI's (Request for Information), Supplemental Information, safety procedures manual, emergency contact and action plans, coordination drawings, traffic plans, utility cutover plans, schedule documents, meeting minutes, look-aheads, daily activity reports, project photo documentation, material safety data sheets, waste manifests, diesel emissions, field surveys, utility bills payable to the campus, campus

furnished products, testing activities and results, closeout, Operating Instructions and Manuals, planting maintenance, commissioning submittals, SWPPP documents and other non-product related submittals required in the technical specifications. The service will review the contract documents and provide the list of items to be tracked.

- c. The PDF files shall be created at a minimum resolution of 200 dots per inch utilizing the original document size and full color. Increase the resolution of the scanned file or images being submitted as required to properly present the information. PDFs created by scanning are not acceptable unless all images of text are properly and completely transformed into the electronic characters representing the text.
 - d. The Contractor shall include the full cost of Submittals Website project (all contracts) subscription in their proposal. When approved by the Consultant, all other project related consultants, campus staff, other contractors and vendors will utilize the Submittals Website at no additional charge (unlimited number of users). Web-based training and support shall be available, free of charge from the Submittals Website, for all project participants.
 - e. Acceptable Submittal Website shall document conformance with the following requirements:
 - 1) Independently hosted, web-based system for automated tracking, storage and distribution of contract submittals and other contract related documents. FTP sites, e-mail exchanges, and server-based systems hosted from inside a contractor's office will not be considered.
 - 2) Utilize 256-bit SSL encryption and hosted at SAS70 Type II compliant data centers.
 - 3) Minimum four (4) years' experience of use on comparable commercial construction projects.
 - 4) Website requirements:
 - a) Minimum of four years documented 99.5% website uptime.
 - b) Minimum on-line storage required for the duration of this contract (until final closeout).
 - c) Redundant storage of all project information (all contracts) at a minimum of two geographically separate storage sites (not in the same building).
 - f. At completion of project, provide PDF/A copies of all submittals (except physical samples) stored and labeled on four (4) sets of archival optical discs, Universal Serial Bus (USB) flash drives or other electronic data storage devices approved by the Consultant, which include all documents and tracking logs in a navigable format.
2. Within four (4) weeks of Notice to Proceed, the Contractor shall submit all critical components and items with lead times for manufacturing and delivery of more than four (4) weeks, for review and acceptance. Resubmittals of any of these components shall be sent within 1 (one) week for anything returned as "revise and resubmit" or "rejected".

SECTION 02 26 00 – HAZARDOUS MATERIALS ASSESSMENT

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Investigations have been made at the site, test results are included in the APPENDIX of these specifications. Reference OSHA 29 CFR 1926-62 "Employee Construction Workers Exposed Lead.: Follow HUD guidelines for lead abatement as required to perform work. See HUD Guidelines, Appendix 7.3: Lead Based Paint Abatement Specification Example.
- B. Neither the Architect nor the Owner guarantees the adequacy or accuracy of the data, or that the data is representative of all conditions to be encountered. Such information is made available for general information only and shall not relieve the Contractor of the responsibility for making their own investigation.

1.2 REPORTS INCLUDED (in appendix)

- A. Asbestos-Containing Material, Lead-Based Paint, and Polychlorinated Biphenyls (PCB)
 - 1. Report Title: Pre-Renovation Asbestos-Containing Materials, Lead-Based Paint and Exterior PCB-Containing Materials Inspection Report, Set #3938
 - a. Testing Agency: Sienna Environmental Technologies, LLC
 - b. Date: November 10, 2021

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION 022600

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope of Work: This Section describes the requirements of the Demolition without limiting the generality implied by the Specifications and Drawings. The work under this Section shall include, but is not limited to the following principal items:
1. Demolition, Cutting and Patching: As indicated and as necessary to install new work.
 2. Salvage of Materials: None
 3. General Construction Work: Add, build, demolish, relocate, remove, patch and finish such walls, partitions, structural materials, equipment, finish materials, etc., as indicated and as necessary to complete the general construction work.
 4. Mechanical / Electrical / Plumbing (MEP) Work: Systems shall be properly disconnected, terminated, demolished, altered, relocated, replaced, added to as indicated and required to complete the work.

1.2 SECURITY AND ACCESS

- A. The security and maintenance of adequate safe means of egress and ingress to existing building is of prime importance from the standpoint of maintaining safe access through construction operations at all times. The Contractor shall coordinate work with the Owner's site representative and all concerned.
- B. Entrances and exits shall remain accessible at all times. Plans for any prolonged (other than momentary) obstruction to pedestrian and/or vehicular access must be cleared with the Owner's Representative prior to implementation.
- C. Provide overhead protection at all points of egress. Comply with all applicable OSHA and 2020 New York State Building Code requirements and "Construction Safeguards Notes" included on Drawing G-2.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. For replacement of work removed, comply with Specifications for type of work to be done.
- B. Existing materials altered shall be replaced with like materials "Patch to Match", or as called for on the Plans.

PART 3 – EXECUTION

3.1 PROCEDURE AND TIMING

- A. Procedure: The work shall be executed in an orderly and careful manner with due consideration for inhabitants and the public. Maintain enclosures at all openings to adjacent areas not being altered, at all times, with necessary signs, lights, bracing and guards for the protection of all personnel and existing facilities.
- B. Timing: Coordinate work to facilitate scheduling of abandonment and to allow for the installation of temporary and permanent services as required. All work shall be scheduled in advance at a meeting

with the Owner, Architect and Contractor to coordinate work schedules.

- C. Cutting and Patching: The Contractor shall include as scope of their work all alterations intended for a complete project as required to:
1. Maintain fire safety and environmental systems throughout construction. Temporary facilities shall be installed as required during removals to accomplish same.
 2. Make all parts fit properly.
 3. Uncover work to provide for installation of ill-timed work.
 4. Remove and replace defective work.
 5. Remove and replace work not conforming to requirements of Contract Documents.
 6. Install specified work in existing construction.
 7. Do not endanger any work by cutting or altering work or any part of it.
- D. The Contractor shall salvage all materials for reuse for work of their trades in a manner which prevents injury or damage to persons, adjoining properties and public rights-of-way in compliance with the Existing Building Code of New York State Section 1301.4. The Contractor shall coordinate with the Owner all materials or equipment to be removed, relocated or reused. The Contractor shall determine the scope of work required to perform these tasks.
- E. The Contractor shall remove and dispose of all materials that will not be reused. This includes all necessary work involved in elimination and hauling away materials intended for removal by the Specifications and Drawings. The work under this Section shall include all necessary labor and materials to repair existing demolished materials, except as specified or shown otherwise, shall become the property of the Contractor and shall be removed from the project site.
- F. Protect and safeguard from damage all existing structural systems, equipment and finishes that will remain. Contractor shall be responsible for any damage caused by their own forces or their subcontractors.
- G. Clean-Up: The site and surrounding areas shall be kept free of rubbish and debris and in good clear order at all times. The Contractor shall be responsible for the repair of any items to remain that they or their forces damage.
- H. Structural and other conditions will be verified with the Architect before proceeding with alteration work. Inspect structures prior to start of work and notify the Architect in writing, of any conditions detrimental to the execution of the work. Photograph existing damage which could be misconstrued as a damage resulting from the work of the Contract. State location and date of photograph and file with the Architect prior to starting work.

END OF SECTION 02 41 19

SECTION 025750

RESTORATION OF SURFACES

PART 1 – GENERAL

1.1 SCOPE

- A. The following items are specifically included:
 - 1. Lawns and Landscaped Areas and paved areas disturbed, damaged or destroyed during the performance of work under this Contract, shall be restored and maintained as specified herein and as shown and directed by the Architect.
 - 2. The types of replacement are as follows:
 - a. Lawns and Landscaped Areas.
 - b. Sidewalks/Plaza Decks.
 - c. Curbs.

PART 2 – PRODUCTS

2.1 QUALITY CONTROL

- A. The quality of materials and the performance of work used in the restoration shall produce lawn and landscaped areas equal to or better than the condition of each before the work began. The materials used in the restoration shall be new and in accordance with that specified in this Section. In the event a surface or material requires restoration and the material is not specified under this Contract, the Contractor shall notify the Architect and submit to the Architect his proposed restoration plan. Such restoration shall be subject to the Architect's and/or the Owner's approval.

2.2 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- B. Grass Seed Mix: Proprietary seed mix for establishing new lawn, lawn repair, and renovation of existing lawn areas. Provide the following product or equal, Preferred Seed, Buffalo, NY; Cornell Classic Grass Seed Mix, in the following composition. 65% Kentucky Bluegrass, 20% Improved Ryegrass, 15% Firefly Hard Fescue.
- C. Seeding Rate: 3 pounds per 1000 square feet.

2.3 SOIL AMENDMENTS AS REQUIRED

- A. Limestone: Ground limestone, from commercial source, fully labeled for distribution at a rate per 1,000 square feet of new grass area as determined and recommended by Cornell tests for pH correction.
- B. Fertilizer: Complete fertilizer, from commercial source, fully labeled and bearing manufacturers analysis; containing ratio of nitrogen-phosphorous-potassium determined and recommended by Cornell tests and distributed at a Cornell recommended rate per 1,000 square feet.

- C. Pre-emergent Weed Control (for seeded grass areas only): Commercial source bearing manufacturer's analysis and recommendation for application.

2.4 MULCH

- A. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- B. Non-asphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

2.5 WATER

- A. On-site water supply shall be at no cost; Contractor shall make all necessary arrangements for use of water with the Campus and shall supply all hoses and control valves for use and distribution; the Campus will turn supply on and off; no wasteful use of water.

2.6 CONCRETE WALKS/PLAZA DECKS

- A. Concrete walks shall be constructed of Class B concrete. Plaza decks shall be replaced at the expense of the Contractor in-kind if damaged as a result of the work of this contract.

PART 3 – EXECUTION

3.1 SCHEDULE OF REPLACEMENT

- A. A schedule of replacement operations shall be coordinated by the Contractor with approval of the Architect and/or the Owner. The program shall be adhered to unless otherwise approved.

3.2 HYDROSEEDING

- A. Hydroseeding: Mix specified seed and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.
 - 1. Mix slurry with non-asphaltic fiber-mulch manufacturer's recommended tackifier.
 - 2. Spray-apply slurry uniformly to all areas to be seeded in a two-step process. Apply first slurry coat at a rate so that mulch component is deposited at not less than 500-lb/acre dry weight, and seed component is deposited at not less than the seed-sowing rate. Apply slurry cover coat of fiber mulch (hydromulching) at a rate of 1000 lb/acre.
- B. Planting Restrictions: Plant during one of the following periods unless otherwise authorized in writing by the Architect.
 - 1. Spring Planting: April 1 – May 30.
 - 2. Fall Planting: August 16 – October 15.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

3.3 CONCRETE WALKS

- A. Concrete walks or plaza deck pavers removed in connection with or damaged as a result of construction operations under the Contract shall be replaced with new construction. Walks shall be constructed on a thoroughly compacted subgrade (minimum 8"), shall have a vertical thickness of not less than 5-inches (or the thickness of the replaced walk where greater than 5-inches) shall be constructed with vertical construction joints spaced not more than 25 feet apart, shall be provided with expansion joints spaced not more than 25 feet apart, shall be provided with expansion joints spaced not to exceed 50 feet apart and shall be sloped for drainage at right angles to the longitudinal centerline in the amount of approximately 1/8-inch per foot of walk width.
- B. Walks shall be finished to match adjacent walks and require color (Fredonia Buff), edged with an edging tool and grooved at construction joints and at intermediate intervals not in excess of the width of the walk. The lengths of blocks formed by the grooving tool and distances between construction and expansion joints shall be uniform throughout the length of the walk in any one location.

3.4 CURBS, GUTTERS AND CULVERTS

- A. The Contractor shall, at their own expense, permanently repair and relay all curbs, gutters, roadway and driveway culverts where the same have been broken, injured or disturbed by the Contractor in executing any of the work covered by the Contract or by or on account of said work. They shall restore the same in a manner, to a condition and with material, either new or old as required, similar and equal to that existing before such excavations where made.

END OF SECTION 025750

SECTION 030130

MAINTENANCE OF CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to this Section.

1.2 SUMMARY

- A. Polymer-modified repair mortar.
- B. Epoxy injection of concrete cracks.

1.3 SUBMITTALS

- A. Submit product data for each type of material required, including certification that each type complies with the specified requirements.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Storage: All material shall be delivered, stored and handled so as to prevent damage to structures, inclusion of foreign materials and damage to materials by capillary action, rain, snow or breakage.
- B. Continuity: Arrange deliveries to provide sufficient quantities for continuity of work.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Bonding agent and repair mortar must be compatible, i.e. from the same manufacturer.
- B. Either the bonding agent or the repair mortar must have migrating corrosion inhibitor.

2.2 BONDING AGENT

- A. Three-part, epoxy modified cementitious coating.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering bonding and anti-corrosive coatings that may be incorporated into the Work include, but are not limited to, the following:
 - a. Sika Armatex 110 EpoCem, by Sika, Inc.
 - b. DuralPrep AC, by Euclid Chemical Company
 - c. ECB, by Conproco

2.3 REPAIR MORTAR FOR VERTICAL OR OVERHEAD SURFACES

- A. Two component, fast-setting, non-sag, portland-cement mortar.
 - 1. Minimum bond strength (ASTM C-882 modified): 1,200 psi at 28 days
 - 2. Minimum compressive strength (ASTM C-109): 3,500 psi at 28 days
 - 3. Minimum tensile strength (ASTM C-307): 500 psi at 28 days.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering repair mortar for vertical or overhead surfaces that may be incorporated into the Work include, but are not limited to; the following:
 - 1) Custom System 45, trowel grade, by Edison Coatings, Inc.
 - 2) Concrete and Cast Stone Repair Mortar, CCS60, by US Heritage Group.
 - 3) ISR CM, by Conproco.
 - b. Color: Custom color to match adjacent concrete.

2.4 CRACK REPAIR MATERIAL

- A. Cement based micro-injection grout that can be formulated to be compatible with the color of existing concrete; low viscosity, low shrinkage, vapor permeable, high adhesion. The following products are acceptable:
 - 1. "Injection Grout," by Conproco
 - 2. "Pump-X53j," by Edison Coatings, Inc.
 - 3. "Heritage Injection Grout, IG10," by US Heritage Group.

PART 3 – EXECUTION

3.1 PREPARATION FOR CONCRETE REPAIR AREAS

- A. Remove unsound concrete where shown. In general, it will be necessary to sound the concrete with a hammer to determine the extent of loose concrete.
- B. Use nothing more powerful than a small electric chipping hammer. Do not damage adjacent elements.
- C. Saw-cut ½" deep around repair area. Use a minimal number of straight lines. Chip out all concrete within the cut lines to a minimum depth of ½".
- D. At all reinforcing bars exposed for at least half of their circumference, chip out all concrete ¾" clear behind bar.
- E. Sandblast the substrate, including concrete surfaces and reinforcing bars. Bars to have a white metal finish. Carefully inspect cleaned concrete and remove aggregate particles that have been cracked or fractured.
- F. Vacuum to remove residual abrasive, dust and loose particles.

3.2 APPLICATION OF REPAIR MORTAR

- A. Prepare only as much material as can be used at one time.
- B. Saturate surface with clean water. Substrate should be saturated surface dry with no standing water during application.
- C. Scrub bonding agent into the substrate as recommended by manufacturer.
- D. Install the polymer-modified repair mortar to reproduce the element's original profile. Follow manufacturer's instructions. Take care to fill all voids above and around reinforcing. Use more than one layer if thickness is in excess of 1½ inches. Finish exposed surfaces using a fine broom or bristles.

3.3 CURING

- A. Cure the repair area surface for a minimum of seven days. Follow the manufacturer's instructions.
- B. Curing system can be accomplished by wet curing, by application of a moisture retaining curing cover, or by application of a liquid membrane forming and sealing compound.
- C. Curing system shall not prevent bonding of paint, if surface is to be painted.

3.4 PAINTING OF REPAIR AREAS

- A. If the original surface or adjacent surfaces had been painted, paint the patch and adjacent affected area.
- B. Match the type and color of the existing adjacent paint. Use two coats if necessary for coverage, and a primer, if recommended by the paint manufacturer.

3.5 PROTECTION AND CLEANUP

- A. Protect the repair area during construction. Repair any damage to the system at the Contractor's expense.
- B. Clean all work areas of debris, stains, and splatter. Repair damaged, spotted, or smeared areas. If adjacent painted surfaces are affected, apply new, compatible paint to match.

3.6 QUALITY CONTROL

- A. The Owner will employ an independent testing laboratory to take samples and perform tests and to submit test reports.
- B. Special Inspections: See Division 01 Section "Statement of Special Inspections" for a description of the special inspection and testing to be paid for by the Owner and the extent of the Contractor's responsibilities with regard to the Special Inspections and Testing program.

END OF SECTION 030130

SECTION 04 01 20.64

BRICK MASONRY REPOINTING & REPAIR

PART 1 - GENERAL

1.1 SUMMARY

- A. Repointing joints with mortar throughout façade.
- B. Repairing brick masonry at reentrant corners.
- C. Related Work:
 - 1. Section 042100 – Brick Masonry (Cavity Wall) for anchors and accessories.
 - 2. Section 079200 – Joint Sealants for backer rod and sealant at expansion joints.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to repointing and repairing brick masonry, including but not limited to, the following:
 - a. Verify brick masonry repointing specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
 - b. Materials, material application, sequencing, tolerances, and required clearances.
 - c. Quality-control program.
 - d. Coordination with building occupants.

1.3 SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Qualification Data: For brick masonry repointing and repair specialist.
- D. Mockups: For repointing and repair of brick masonry, as outlined in in "Quality Assurance" paragraph below.

1.4 QUALITY ASSURANCE

- A. Brick Masonry Repointing Specialist Qualifications: Engage an experienced brick masonry repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repointing work.

- B. Mockups: Prepare mockups of brick masonry repointing and repair to demonstrate aesthetic effects and to set quality standards for materials and execution.
1. Repointing: Rake out joints in two separate areas, each approximately 36 inches (900 mm) high by 48 inches (1200 mm) wide, unless otherwise indicated, for each type of repointing required, and repoint one of the areas. Pointing mortar shall be formulated to match existing adjacent mortar color and texture.
 2. Brick Repair: Prepare standalone mockup, approximately 36 inches by 36 inches, of brick veneer. Brick veneer shall match existing adjacent brick color, texture, bond pattern, and coursing.
 3. Quantity of mockups shall be as required for Contractor to produce color and texture match to existing building acceptable to the Architect for both pointing mortar and brick masonry units.
 4. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver bricks to Project site strapped together in suitable packs or pallets or in heavy-duty cartons and protected against impact and chipping.
- B. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- F. Handle bricks to prevent overstressing, chipping, defacement, and other damage.

1.6 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing or repair work to be performed according to product manufacturer's written instructions and specified requirements.
- B. Temperature Limits: Repoint mortar joints or repair brick only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing or brick repair unless otherwise indicated.
1. When air temperature is below 40 deg F, heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F.

2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after repair.
- D. Hot-Weather Requirements: Protect mortar-joint pointing and masonry repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Mortar Cement: ASTM C1329/C1329M.
- D. Mortar Sand: ASTM C144.
- E. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.
- F. Water: Potable.
- G. Mortar at brick backup / concealed brick may be Type N mortar with no pigment.

2.2 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black

which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.

- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
 - 1. Pointing and Setting Mortar by Type: ASTM C270, Proportion Specification, Type N. Formulate and add mortar pigments as required to match existing mortar color and texture.

2.3 MASONRY MATERIALS

- A. Face Brick: As required to complete brick masonry repair work.
 - 1. Brick Matching Existing: Units with colors, color variation within units, surface texture, size, and shape that match existing brickwork and with physical properties as listed below:
 - a. Physical Properties: According to ASTM C67 and as follows:
 - 1) Compressive Strength: 3,000 psi minimum.
 - 2) 24-Hour Cold-Water Submersion Absorption: 13% maximum.
 - 3) Five-Hour Boil Absorption: 17% maximum.
 - 4) Saturation Coefficient: 0.78 maximum.
 - 5) Initial Rate of Absorption: 30 g/min * 30 in² maximum.
 - b. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.
 - 2. Tolerances as Fabricated: According to tolerance requirements in ASTM C216, Type FBS

PART 3 - EXECUTION

3.1 PROTECTION

- A. Remove downspouts and associated hardware adjacent to masonry and store during masonry repointing. Reinstall when repointing is complete.
 - 1. Provide temporary rain drainage during work to direct water away from building.
- B. Prevent mortar from staining face of surrounding masonry and other surfaces.
 - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 - 2. Keep wall area wet below pointing work to discourage mortar from adhering.
 - 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.

3.2 REPOINTING

- A. Rake out and repoint joints to the following extent:
1. All joints in areas indicated.
 2. Joints at locations of the following defects:
 - a. Holes and missing mortar.
 - b. Cracks that can be penetrated 1/4 inch (6 mm) or more by a knife blade 0.027 inch (0.7 mm) thick.
 - c. Cracks 1/16 inch (1.6 mm) or more in width and of any depth.
 - d. Hollow-sounding joints when tapped by metal object.
 - e. Eroded surfaces 1/4 inch (6 mm) or more deep.
 - f. Deterioration to point that mortar can be easily removed by hand, without tools.
 - g. Joints filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
1. Remove mortar from joints to depth of at least 3/4" and not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches (50 mm) deep; consult Architect for direction.
 2. Remove mortar from brick and other masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 3. Do not spall edges of brick or other masonry units or widen joints. Replace or patch damaged brick or other masonry units as directed by Architect.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer, and allow it to become thumbprint hard before applying next layer.
 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer. Based on 2020 cornice repairs on this building:
 - a. Allow mortar to dwell and stiffen, cut off excess with trowel, use stiff bristle brush to expose the aggregate. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

- F. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.3 **BRICK REBUILDING**

- A. At locations indicated, remove bricks to extent shown on drawings. Carefully remove units without damaging surrounding masonry.
- B. Support and protect remaining masonry that surrounds removal area.
- C. Repoint exposed backup masonry prior to rebuilding brick veneer. Replace loose and deteriorated masonry units as required to provide solid back-up surface.
- D. Install new, matching brick to replace removed brick. Fit replacement units into bonding and coursing pattern of existing brick. If cutting is required, use motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
 - 1. Maintain joint width for replacement units to match existing joints.
 - 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- E. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding clay bricks that have ASTM C67 initial rates of absorption (suction) of more than 30 grams per square inch per minute. Use wetting methods that ensure units are nearly saturated but surface dry when laid.
- F. Tool exposed mortar joints in repaired areas to match joints of surrounding existing masonry.
- G. Cleanup as work proceeds. Avoid spillage onto existing building

3.4 **FINAL CLEANING**

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low pressure spray.
 - 1. Apply detergent with stiff cleaning brush
 - 2. Rinse with clean water

END OF SECTION 04 01 20.64

SECTION 04 01 40.62

STONE REPOINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes repointing existing limestone frieze panel and water table stone head joints with sanded sealant.
- B. Section includes repointing existing limestone pediments with pointing mortar.
- C. Related Work:
 - 1. Section 079200 – Joints Sealants for any additional requirements.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Qualification Data: For stone repointing specialist.

1.4 QUALITY ASSURANCE

- A. Stone Repointing Specialist Qualifications: Engage an experienced stone repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing standard unit masonry or new stone masonry is insufficient experience for stone repointing work.
- B. Mockups: Prepare mockups of stone repointing to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - 1. Repointing: Rake out joints in two separate areas each approximately 36 inches (900 mm) high by 48 inches (1200 mm) wide unless otherwise indicated for each type of repointing required and repoint one of the areas.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in the mockups unless Architect specifically approves such deviations in writing.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store sand where grading and other required characteristics can be maintained and contamination avoided.

PART 2 - PRODUCTS

2.1 LIMESTONE POINTING MORTAR

- A. Natural Hydraulic Lime: Saint-Astier Natural Hydraulic Lime 3.5 (NHL 3.5), or approved equal.
- B. Mortar Sand, ASTM C-144-11:
 - 1. Clean, sharp, natural sand free from loam, clay, organic impurities, and deleterious substances.
 - 2. Color: Natural sand of color necessary to produce required mortar color.
- C. Water: Clean, potable.
- D. Do not use admixtures in mortar.
- E. Mixing proportions as per natural hydraulic lime manufacturer's recommendations.

2.2 SEALANT MATERIALS

- A. Sealant manufacturer's standard elastomeric sealant(s) of base polymer and characteristics indicated below and according to applicable requirements in Section 079200 "Joint Sealants."
 - 1. Type: Silicone, Textured, Nonstaining, S, NS, 50, NT **[JS-2]**.
 - 2. Color: Provide colors of exposed sealants to match colors of mortar adjoining installed sealant unless otherwise indicated.
- B. Joint Sealant Backing:
 - 1. Cylindrical Sealant Backings: ASTM C1330, Type O (open-cell material), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
 - 2. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended in writing by sealant manufacturer for preventing sealant from adhering to rigid, inflexible, joint-filler materials, or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

- C. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.

PART 3 - EXECUTION

3.1 REPOINTING

- A. Rake out and repoint joints to the following extent:
1. All joints in areas indicated.
 2. Joints indicated as sealant-filled joints.
 3. Joints at locations of the following defects:
 - a. Holes and missing mortar.
 - b. Cracks that can be penetrated 1/4 inch or more by a knife blade 0.027 inch thick.
 - c. Cracks 1/8 inch or more in width and of any depth.
 - d. Hollow-sounding joints when tapped by metal object.
 - e. Eroded surfaces 1/4 inch or more deep.
 - f. Deterioration to point that mortar can be easily removed by hand, without tools.
 - g. Joints filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
1. Remove mortar from joints to depth of not less than 3/4 inch and not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches deep; consult Architect for direction.
 2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 3. Do not spall edges of stone units or widen joints. Replace or patch damaged stone units as directed by Architect.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch until a uniform depth is formed. Fully compact each layer and allow it to become thumbprint hard before applying next layer.
 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.

4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

F. Pointing with Sealant: Comply with Section 079200 "Joint Sealants" and as follows:

1. After raking out, keep joints dry and free of mortar and debris.
2. Clean and prepare joint surfaces. Prime joint surfaces if determined necessary by pre-construction field adhesion testing and as recommended by sealant manufacturer. Do not allow primer to spill or migrate onto adjoining surfaces.
3. Fill sealant joints with specified joint sealant.
 - a. Install cylindrical sealant backing beneath the sealant. Where space is insufficient for cylindrical backing, install bond-breaker tape.
 - b. Install sealant using only proven installation techniques that ensure that sealant is deposited in a uniform, continuous ribbon, without gaps or air pockets, and with complete wetting of the joint bond surfaces equally on both sides. Fill joint flush with surrounding stonework and matching the contour of adjoining mortar joints.
 - c. Install sealant as recommended in writing by sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead:
 - 1) Fill joints to a depth equal to joint width, but not more than ½ inch deep or less than ¼ inch deep.
 - d. Tool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant from surfaces adjacent to joint.
 - e. Do not allow sealant to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces, particularly rough textures. Remove excess and spillage of sealant promptly as the work progresses. Clean adjoining surfaces by the means necessary to eliminate evidence of spillage, without damage to adjoining surfaces or finishes, as demonstrated in an approved mockup.

- G. Where repointing work precedes cleaning of existing stone, allow mortar to harden at least 30 days before beginning cleaning work.

3.2 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.
1. Do not use metal scrapers or brushes.
 2. Do not use acidic or alkaline cleaners.

END OF SECTION 04 01 40.62

SECTION 042100

BRICK MASONRY (Cavity Wall)

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope of Work: The work of this section includes all labor, materials, plant, tools, equipment, trucking, insurance and all related and incidental items to furnish and install all work of this section as shown by the drawings and specifications.
 - 1. Mortar.
 - 2. Accessories.
 - 3. Unit Masonry.
 - 4. Exterior Face Brick.
 - 5. Miscellaneous Mason Work.
 - 6. Cleaning and Pointing.
 - 7. Samples.
- B. Related work specified elsewhere:
 - 1. Section 079200 - Joint Sealants: Backer rod and sealant at vertical expansion joints.

1.2 QUALITY ASSURANCE

- A. Mason Qualifications:
 - 1. Installer: Company specializing in performing the work of this Section with minimum five (5) years documented experience.
 - 2. Skilled craftspersons, experienced in laying brick masonry units, shall be employed.
 - 3. Knowledgeable and experienced in protection and precautions required during cold weather masonry construction.
- B. Job Mock-up Cavity Wall Veneer Wall:
 - 1. Use: To illustrate veneered units and block back-up in cavity wall veneer wall conditions showing:
 - a. Corner.
 - b. Mortar joints, bonding pattern and coloration.
 - c. Bituminous waterproofing.
 - d. Joint reinforcing and wall ties.
 - e. Thru-wall flashing and weep-holes.
 - f. Control joint.
 - 2. Size: 48" high and 48" long with 24" corner return.
 - 3. Approval: Secure Architect's approval prior to proceeding with masonry work; protect mock-up until masonry work is completed. Rebuild if unsatisfactory. The mock-up will be used as the standard of quality throughout the project.
 - 4. Removal at completion of the Project: Demolish and remove all evidence of the mock-up wall at completion of the project. Dispose of all rubble at off-site location.
- C. Source Quality Control:
 - 1. Continuity: All masonry units of one type supplied from same source.

D. Special Conference on Masonwork:

1. After the selection of the face brick is approved by the Architect, a conference shall be held at the project site to clarify the requirements of the specifications concerning masonwork. The Contractor, superintendent, mason foreman, inspector, etc., shall attend the above conference. The purpose of the conference is not only to clarify the requirements of the specifications but to also create a full understanding of the end results to be attained at the project.

1.3 SUBMITTALS

A. Samples: All samples submitted for approval shall be in kind and quality as specified. Units delivered which are not equivalent in all respects to approved samples will be subject to rejection and shall not be used without the approval of the Architect.

1. Decorative masonry units.
2. Special shapes as directed.
3. Anchors and ties.

B. Certificates:

1. Certification: From supplier that all masonry units are in conformance with provisions as required by specification.

C. Shop Drawings: As requested by Architect.

D. Test Reports including:

1. Compressive strength.
2. 24-hour cold-water absorption.
3. 5-hour boiled water absorption.
4. Saturation co-efficient.
5. Initial rate of absorption (suction).

E. Manufacturer's recommended brick cleaning agent and application procedures.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery: Masonry materials delivered dry and undamaged.

B. Storage:

1. Cement, Lime: Rain tight shed.
2. Face and Common Brick: On planks and protected from the weather.
3. Damaged Materials: Remove promptly from site.
4. Sand: In area not previously contaminated by salt.

C. Handling:

1. Care shall be taken not to break off corners, chip or fracture faces of exposed edges.
2. Damaged units will be rejected.

1.5 JOB CONDITIONS

A. Environmental Requirements:

1. Cold Weather Protection:

- a. No masonry shall be built when the temperature is below 40 degrees F. unless adequate precautions are taken to heat materials and provide protection from freezing. The "Recommended Practices for Cold Weather Masonry Construction", as published by the International Masonry Industry All-Weather Council, shall be adhered to.
- b. Minimum daily air temperature of 40 degrees F. or above shall be maintained for 48 hours after completion of masonry.

2. Weather:

- a. Proper curing of face brick work is essential. Whenever during the progress of the work, the temperature exceeds 50 degrees F., this Contractor shall, in addition to any other precautions he may wish to take, provide canvas coverings or tarpaulins of sufficient size to cover and protect top and face of each day's work. At the completion of the day's work, the brick work laid during that day and the preceding day shall be lightly sprayed and the covering placed over the last day's work. Coverings shall be thoroughly saturated with water and left in place until their removal is necessary to start the next day's work.
- b. Should freezing weather set in, the work shall be stopped and shall not be resumed until so ordered by the Architect, unless covering and heat are maintained during the construction of new masonry work. This protection and heat shall be maintained until such time as the masonry work has been properly cured.
- c. All masonry including concrete floors, walls, etc. recently built must be sufficiently protected by heat, boards, planks, felts or other adequate materials to prevent them from freezing.
- d. Sand, water, etc. for mortar shall be heated in freezing weather. Piles of concrete block, stone, etc., shall be covered, keeping the above free of snow, ice, water, etc.
- e. Any completed work found to be affected by the frost must be taken down and rebuilt by the Contractor without extra charge or compensation. When required, the Contractor shall furnish and maintain suitable equipment and fuel for the continuance of work during freezing weather.

B. Protection:

1. Moisture: Cover tops of walls with plastic or canvas extended down 2 feet minimum on both sides of walls, clamp secure in place after each day's work.
2. Temperature:
 - a. Above 40 degrees F.: Normal working conditions.
 - b. From 21 degrees F. to 40 degrees F.: Heat water and aggregates.
 - c. From 20 degrees F. and below: Heat water, aggregates and masonry units and maintain 40 degrees F. temperature minimum by heated enclosure.
3. Staining: Use wall covers to protect previous work from spatter, wipe off excess mortar as work progresses.
4. Bracing: Provide temporary bracing for all masonry work until walls are braced by structural floors, roof, etc.

PART 2 – PRODUCTS

2.1 MORTAR MATERIALS

- A. Portland Cement: Type I, ASTM C-150. Type III may be used in cold weather. Provide natural color

BRICK MASONRY (Cavity Wall)

or white cement as required to produce mortar color indicated.

- B. Hydrated Lime: ASTM C-207, Type S, non-waterproof type.
- C. Water: Clean, free from oil, acids, alkali, salt or other deleterious substances.
- D. Aggregate: Clean, sharp, natural sand, free from loam, clay, organic impurities and deleterious substances, ASTM C-144.

2.2 MORTAR MIXES

- A. All Exterior Veneer Units: Modified Type N per ASTM C-270 using Portland cement, lime, and sand proportioned 1:1-1/4:6 by volume.
- B. In mixing pointing mortar, the cement and sand shall be mixed dry three hours before needed for pointing. At the time material is to be used, the cement and sand shall be remixed and water added until mortar is of proper consistency.

2.3 BRICK MASONRY UNITS

- A. Face Brick: It is intended that the face brick to be used for this project will match that on the existing building. Face brick shall be ASTM C216 grade SW, Type FBS.
 - 1. Physical Properties: According to ASTM C67 and as follows:
 - a. Compressive Strength: 3,000 psi minimum.
 - b. 24-Hour Cold-Water Submersion Absorption: 13% maximum.
 - c. Five-Hour Boil Absorption: 17% maximum.
 - d. Saturation Coefficient: 0.78 maximum.
 - e. Initial Rate of Absorption: 30 g/min. * 30 in² maximum.
 - 2. All soldier, sailor and header courses shall be gauged brick within 1/16" of the required dimensions. The gauging of brick shall be the responsibility of the General Contractor.
 - 3. The shipment shall be packaged and delivered by truck directly to the project site.
 - 4. **SPECIAL NOTE:** Copies of Section 04 21 00 in its entirety shall be furnished to the brick manufacturer and they shall become an integral part of his subcontract in furnishing brick for the project.
 - 5. The Contractor shall lay-up a sample panel or panels of the brick selection. The supplier and/or manufacturer of selected brick shall furnish a minimum of 100 brick to the Contractor to lay-up said panels.
- B. When delivered, all masonry units shall be symmetrical and true to size and free from cracks or other defects which would interfere with the proper setting of the units, or impair the strength or performance of the construction.

2.4 ACCESSORIES

- A. Dovetail Anchors:
 - 1. Flexible dovetail brick ties shall have 12-gauge head thickness. Tie length shall be 4 inches long and 3/16 inches in diameter.
 - 2. Material: Type 304 stainless steel
 - 3. Basis of Design: "Hohmann & Barnard" Type 315 – Flexible Dovetail Brick Tie.
 - 4. Attachment: Anchor ties directly to back-up wall with minimum 3/16" diameter masonry type screw anchor with 1 1/2 inch embedment.

- B. Helical Wall Tie:
 - 1. 3/8 Inch diameter by 10 inch long helical wall tie.
 - 2. Type 304 stainless steel
 - 3. Basis of Design: Similar or equal to Simpson Strong-Tie "Heli-Tie."
- C. Cellular Weep:
 - 1. Honeycomb polypropylene vent tested in conformance with ASTM D2240, D790B, D638, and D1238D to allow passage of moisture from cavity to the building exterior while restricting ingress of insects and other debris.
 - 2. Size: 3/8" x 2 1/2" x 3 3/8"
 - 3. Color: As selected from manufacturer's full range
 - 4. Basis of Design: Similar or equal to "QV – Quadro-Vent" as manufactured by "Hohmann and Barnard, Inc."
- D. Cavity Drainage Protection:
 - 1. Recycled polyester/polyethylene mesh trapezoidal shaped. Thickness as required to fill cavity width. (Mortar Net USA, Ltd.)
- E. Water Resistive Barrier:
 - 1. Vapor Impermeable, to be installed on "street side" of ADA ramp wall.
 - a. Self-adhered rubberized asphalt laminated to smooth poly film.
 - b. Thickness: 40 mil (0.040 inches).
 - c. Basis of Design: Similar or equal to "CCW-705" as manufactured by Carlisle.
 - 2. Vapor Permeable, to be installed on "ramp side" of ADA ramp wall.
 - a. One part fluid applied membrane.
 - b. Thickness: 60 mil wet, minimum.
 - c. Basis of Design: Similar or equal to "Barritech VP" as manufactured by Carlisle.
- F. Through Wall Flashing
 - 1. Stainless Steel Sheet: ASTM A240/A240M, Type 316, dead soft, fully annealed; with smooth, flat surface.
 - 2. Finish: #4 Brushed. Run grain with long dimension of each piece.
 - 3. Thickness: 24 Gauge minimum.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect foundations to assure surfaces are properly prepared, free of dirt and other material, and are set to the proper grades and elevations.
- B. Start of work constitutes acceptance of substrata.
- C. Report to Architect in writing of conditions which will adversely affect the execution of work.
- D. Familiarization of existing job conditions and specified environmental requirements, prior to start of work, and make provisions for cold weather protection.

3.2 PREPARATION

- A. Levels: From benchmark.
 - 1. Vertical courses: Lay out at each corner of offset.
 - 2. Check against steps in existing CMU back-up wall and recheck every twelfth brick course.
- B. Lines:
 - 1. Both sides of double wythe walls.
 - 2. One side of single brick wythe (exposed) partitions.
- C. Layout:
 - 1. Dry lay one course in advance for accurate spacing of surface patterns with uniform joint widths and to properly locate openings.
 - 2. Less than half size units will not be permitted unless approved by the Architect or used in Flemish Bond.

3.3 INSTALLATION

- A. Mortar
 - 1. Mixing:
 - a. Equipment: Clean and watertight.
 - b. Materials: Clean.
 - c. Measuring: Positive methods, determined at start of job.
 - d. Water: Hold to minimum.
 - e. Method: Cement, lime and sand mixed dry and thoroughly, remix wet.
 - f. Re-tempering: Discard mortar after initial set except for pointing.
 - 2. All units shall be laid in type mortar specified above for each unit type and shall be carefully pointed and cleaned.
- B. All joints shall be tooled concave unless otherwise directed by the Architect. Mason Contractor shall buy and furnish to masons laying brick approved tools for joint finishing so that all tooling will be uniform. Where used for wall finish, brick shall be trucked to the project site from the factory and handled from trucks to storage piles and scaffolds in such a manner as to preserve corners and edges sharp and true.
- C. No brick shall show in finished wall surfaces which has chipped or broken edges or corners.
- D. Carborundum saws shall be used for cutting brick or concrete blocks which are exposed in the finish wall.
- E. Face Brick shall be laid in Flemish Bond. The preceding type bond shall be used on all the elevations, except where special detail bond is shown on drawings. All vertical joints shall be plumb. All horizontal joints shall align with horizontal coursing of back-up and partitions.
 - 1. Joints in face brick shall be tooled to match joints in existing masonry adjacent to the areas of work.
- F. Brick bond shall be laid out to avoid, as far as possible, clipped brick at piers, off center headers or

stretchers or unequal width joints. Where brick are to be cut, they shall be cut square on a masonry saw or with a brick set.

- G. Form brick borders, corbel courses, soldier courses, headers, panels, trim, etc. where and if shown on drawings. No coring will be permitted in projected brick. Face brick with no more than ten core holes of diameter approved by the Architect will be permitted for all other face brick.
- H. All brick or block masonry walls shall be "leveled off" around entire perimeter of the building unit every fourth backing course. This applies to both face brick and back-up.
- I. Joints shall not be permitted at corners.
- J. All brick masonry workmanship shall be that known as "Class A" workmanship as described in the National Bureau of Standards in Report B.M.S. 7.

3.4 CLEANING DOWN AND POINTING

A. Pointing:

- 1. Mortar: Lime, cement mortar, re-tempered after setting one hour after mixing.
- 2. All defective joints.

B. Cleaning Down Masonry:

- 1. During process of work: Wipe of excess mortar and dry brush at end of day's work.
- 2. Final cleaning: After completion veneer replacement and limestone coping installation.
- 3. Method: Wash down all face brick with a solution of 10% muriatic acid and water; thoroughly brush with stiff bristle brush, and rinse with clean water. Should other than a red brick be used, submit in writing method of cleaning down face brick to Architect for approval.
- 4. Limitations:
 - a. No wet cleaning during freezing weather.
 - b. Soap solution shall be as approved by the Architect.

END OF SECTION 042100

SECTION 044500

CUT STONE VENEER

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Scope of Work: The work of this section includes all labor, materials, plant, tools, equipment, trucking, insurance and all related and incidental items to furnish and install all work of this section as shown by the drawings and specifications.

1. Mortar.
2. Accessories.
3. Granite Wall Base at ADA Ramp.
4. Limestone Quoins, Coping Stones and Repair of Existing Water Table Stone Where Shown on Drawings.
5. Cleaning and Pointing.

- B. Related Work Specified Elsewhere:

1. Section 042100 – “Brick Masonry Cavity Wall.”
2. Section 079200 – “Joint Sealants” for backer rod and sealant at stone to stone and stone to brick masonry joints.

1.2 QUALITY ASSURANCE

- A. Granite

1. Unless otherwise specified all applicable provisions of the Standard Specifications of the National Building Granite Quarries, Inc. (Section 1-16 inclusive) shall apply to the setting and preparation of granite for the building.

- B. Limestone

1. The standard specifications of the Indiana Limestone Institute shall govern all setting procedures, unless otherwise specified. Backparging of all limestone is required.

- C. Cut stonework is to be of the best quality, even in color, and free from defects. Drill holes or other marks shall not show on the face of any stone.

- D. All granite and limestone shall in general have exposed edges ground to a radius of 1/8 inch.

- E. Furnish all guards, anchors, backing and beds necessary to erect the above work.

- F. All fastenings for cut stone shall be concealed in joints or back. Screws or bolts are not to show on any face. Work under this heading is to be executed according to details and shop drawings in the most approved and workmanlike manner. Flanges anchoring to brick and block walls shall be securely anchored, using approved toggle bolts in plaster, tile and block and approved expansion bolts in brick and concrete.

1.3 WORKMANSHIP

- A. All cut stone is to be cut to the exact course dimensions and thickness shown on drawings. Stones requiring large joints or clipping of brick will be rejected. All stone to be cut as detailed, with all

required washes, checks, drips, etc. Joints are to be cut as required by plans, and as approved shop drawings indicate.

- B. Cut all grooves, joggles, reglets, dowel, cramp, and Lewis holes. Do all drilling and cutting for reception of iron rails, gratings, frames, pipes, electrical outlets, etc. No Lewis holes in exposed portions are permitted. Lewis holes shall not come closer than 2 inches from finished face of stone.
- C. Contractors are referred to details on plans for special methods of waterproofing joints between stone and other masonry.

1.4 SUBMITTALS

- A. Shop Drawings:
 - 1. The General Contractor shall submit to the Architect copies of **CHECKED AND APPROVED** shop drawings showing the bedding, bonding, jointing and complete relationship of stone to the masonry work of all cut stonework, together with typical and special anchoring of same.
 - 2. Dimensions and setting numbers of each stone shall be indicated. No cutting shall be done, or work completed except from finally approved shop drawings.
- B. Samples:
 - 1. Two samples of each kind of stone required (6" x 6" x 1") showing range of color, texture, and finish shall be submitted to the Architect for approval.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Delivery: All stone shall be delivered dry and undamaged.
- B. Storage: During periods of storage at the building site, all stone shall be covered with tarpaulins or stout non-staining paper. In no case shall the stone be stored under trees or other overhanging objects. After the stone is set into the building, it shall be carefully covered and protected. The contractor will be held responsible for any damage done to their work until final acceptance of the building.
- C. Handling:
 - 1. Care shall be taken not to break off corners, chip or fracture faces of exposed edges.
 - 2. Damaged units will be rejected.

1.6 JOB CONDITIONS

- A. Environmental Requirements:
 - 1. See Environmental Requirements under Section of 042100 – Brick Masonry (Cavity Wall). The requirements for Brick Masonry shall govern for all cut stone as if written here in their entirety.

PART 2 – PRODUCTS

2.1 GRANITE WALL BASE

- A. Granite shall be obtained from approved quarries having capacity and facilities for furnishing the quantity, size, and quality of granite required. The cutting and finishing shall be done by firms properly equipped to produce the finished material without causing delay in the progress of the

Work.

- B. Granite wall base shall have a thermal finish on exposed face.
- C. Granite shall be selected for color and texture from one or more of the following and National Building Granite Association, Inc., types and colors:
 - 1. "Iridian" – Coldspring
 - 2. "Rockville Beige" – Coldspring
 - 3. "Rockville White" – Coldspring
 - 4. "Sierra White" – Coldspring

2.2 LIMESTONE

- A. Stone quoins and coping at ADA ramp wall shall be of limestone.
- B. Limestone shall be of the highest quality obtainable in grade specified and shall be produced by an established firm in a plant where thorough methods are carried out with necessary special machinery.
- C. Limestone shown on the drawings shall be Standard Grade, Buff Indiana Limestone with smooth machine finish, carved as detailed.
- D. Limestone shall be obtained from approved quarries. Cutting and finishing shall be done by firms properly equipped to produce the finished materials without causing delay in Work progress.

2.3 ACCESSORIES

- A. Coping Dowel:
 - 1. Custom ½ inch diameter by 8-inch-long Type 304 stainless steel threaded rod with 2" diameter stainless steel washer tack welded to threaded rod at midpoint.
 - 2. Drill and epoxy anchor dowels to top of existing grout filled CMU back-up wall, 4-inch embedment, with DeWalt "AC100+ Gold" or equal.
- B. "Split Tail" Stone Anchor:
 - 1. Anchor granite wall base and limestone quoins with 1/8-inch-thick Type 316 stainless steel split-tail stone anchor such as Hohmann & Barnard #435 Stone Anchor of length required, or equal.
 - 2. Fasten stone anchors to face of existing CMU back-up wall with minimum 3/16-inch diameter by 1 ½ inch embedment masonry screw type anchor.
- C. Through Wall Flashing:
 - 1. Stainless Steel Sheet: ASTM A240/A240M, Type 316, dead soft, fully annealed; with smooth, flat surface.
 - 2. Finish: #4 Brushed. Run grain with long dimension of each piece.
 - 3. Thickness: 24 Gauge minimum.

PART 3 – EXECUTION

3.1 GENERAL

- A. Inspect all grounds or other backing material erected by others and see that same are true, level,

square and securely fixed.

- B. Start of work constitutes acceptance of substrata.
- C. Report to Architect in writing of conditions which will adversely affect the execution of work.
- D. Familiarization of existing job conditions and specified environmental requirements, prior to start of work, and make provisions for cold weather protection.

3.2 **FABRICATION**

A. Beds and Joints

- 1. The stones shall be bedded and jointed as indicated on the drawings. There shall be no variation in the stone shapes or dimensions in excess of 1/4" of the specified bed and joint opening.
- 2. The beds and joints shall be sawed or cut full and square 2" back from the face.

B. Backs

- 1. The backs of all cut stone shall be sawed or roughly dressed to approximately true planes. The thickness of stone shall not vary from the indicated dimension in excess of 1/2" either way. Sawed backs shall be cleaned of rust stains and iron particles.

C. Accessories

- 1. Cut stone shall be anchored or dowelled as required by Article 3.03 and/or as shown on drawings. Steel anchors or clamps shall be stainless steel.

3.3 **ERECTION**

- A. The erecting contractor shall set the various types of cut stone in accordance with the requirements of the drawings. All exposed surfaces shall be cleaned and the mortar surfaces at each piece shall be sponged with clean water just before setting. Each piece shall be set accurately, true to line, level and plumb by competent stone setters, with full flushed joints, all anchor holes being filled. The face of stone shall be kept free from mortar at all times.
- B. All joints shall be left open until pointed.
- C. Wooden wedges may be used where necessary to secure the proper setting of the stone, and all bed joints shall be packed tightly with mortar. Wedges shall be thoroughly soaked in water before being used and shall be removed before the mortar has set hard.
- D. For granite wall base and limestone quoin setting, modified Type N mortar shall be used. The joints shall be raked out one inch and pointed with as below specified at the time of cleaning down. See also Section 042100, Articles 2.1 and 2.2, Mortar Materials and Mortar Mixes respectively.
- E. Limestone coping shall be set with bed, skyward facing, and vertical joints dry. Vertical and skyward facing joints shall be sealed with textured sealant after installation. Bed joint shall remain open. See also Section 079200 "Joint Sealants."
- F. Pointing and Sealing
 - 1. Vertical and skyward facing joints in limestone coping shall be pointed (caulked with textured silicone sealant) as specified under Section 079200 – Joint Sealants. Coping stone bed joints

- shall remain open.
2. All joints of granite wall base and limestone quoins, between masonry and stone shall be pointed as above specified under 3.03.D.

3.4 CLEANING

- A. All stone shall be cleaned before being set. Dirty stone shall be scrubbed with soap powder and water, using bristle brushes and then thoroughly rinsed with clean water.
- B. Clean down the work at completion, using stiff bristle brushes, should conditions require it. Acid is not to be used for cleaning stone.

END OF SECTION 044500

SECTION 057300

DECORATIVE METAL RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Steel and iron decorative railings at stairs.
 - 2. Aluminum railings at ADA ramp.

1.3 DEFINITIONS

- A. Railings: Guards, handrails, and similar devices used for protection of occupants at open-sided floor areas and for pedestrian guidance and support, visual separation, or wall protection.

1.4 COORDINATION AND SCHEDULING

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver items to Project site in time for installation.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not meet structural performance requirements.

1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Manufacturer's product lines of railings assembled from standard components.

- 2. Paint products.
- B. Shop Drawings: Include plans, elevations, sections, and attachment details.
- C. Samples for Initial Selection: For products involving selection of color, texture, or design.
- D. Samples for Verification: For each type of exposed finish required.
 - 1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
 - 2. Fittings and brackets.
 - 3. Welded connections.
 - 4. Brazed connections.
 - 5. Assembled Samples of railing systems, made from full-size components, including top rail, post, handrail, and infill. Show method of finishing members at intersections. Samples need not be full height.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer and testing agency.
- B. Welding certificates.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E894 and ASTM E935.

1.8 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."

1.9 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Aluminum Decorative Railings:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Wagner Architectural.

- b. Julius Blum & Co. Inc.
 - c. Livers Bronze Co.
- B. Steel and Iron Decorative Railings:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Wagner Architectural.
 - b. Julius Blum & Co. Inc.
 - c. Livers Bronze Co.
- C. Source Limitations: Obtain each type of railing from single source from single manufacturer.
- D. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods, including structural analysis, preconstruction testing, field testing, and in-service performance.
 - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

2.2 PERFORMANCE REQUIREMENTS

- A. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
 - 1. Aluminum: The lesser of minimum yield strength divided by 1.65 or minimum ultimate tensile strength divided by 1.95.
 - 2. Steel: 72 percent of minimum yield strength.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ft. applied in any direction.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior railings by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
 - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.3 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.
 - 1. Provide formed-steel brackets with predrilled hole for bolted anchorage and with snap-on cover that matches rail finish and conceals bracket base and bolt head.

2.4 ALUMINUM

- A. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below.
- B. Extruded Bars and Shapes: ASTM B221 (ASTM B221M), Alloy 6063-T5/T52.
- C. Extruded Structural Round Tubing: ASTM B429/B429M, Alloy 6063-T6.
 - 1. Provide Standard Weight (Schedule 40) pipe unless otherwise indicated.

2.5 STEEL

- A. Tubing: ASTM A500/A500M (cold formed).
- B. Bars: Hot-rolled, carbon steel complying with ASTM A29/A29M, Grade 1010.
- C. Plates, Shapes, and Bars: ASTM A36/A36M.

2.6 FASTENERS

- A. Fastener Materials: Unless otherwise indicated, provide the following:
 - 1. Aluminum Components: Type 304 stainless steel fasteners.
 - 2. Galvanized-Steel Components: Plated-steel fasteners complying with ASTM B633, Class Fe/Zn 25 for electrodeposited zinc coating.
 - 3. Dissimilar Metals: Type 304 stainless steel fasteners.
- B. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Provide concealed fasteners for interconnecting railing components and for attaching railings to other work unless exposed fasteners are unavoidable.
 - 1. Provide tamper-resistant flat-head machine screws for exposed fasteners unless otherwise indicated.

2.7 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
 - 1. For aluminum railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.
- B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

2.8 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 welds; no evidence of a welded joint.
- I. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.

- J. Mechanical Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
 - 1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.
- K. Form changes in direction as follows:
 - 1. By bending railing to slope and angles required. Field verify all dimensions, angles and slopes prior to fabrications.
- L. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- M. Close exposed ends of hollow railing members with prefabricated end fittings.
- N. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns, unless clearance between end of rail and wall is 1/4 inch or less.
- O. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
- P. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

2.9 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.10 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

1. Color and Gloss: Black, semi-gloss.

2.11 STEEL FINISHES

A. Galvanized Railings:

1. Hot-dip galvanize steel railings, including hardware, after fabrication.
2. Comply with ASTM A123/A123M for hot-dip galvanized railings.
3. Comply with ASTM A153/A153M for hot-dip galvanized hardware.
4. Do not quench or apply post-galvanizing treatments that might interfere with paint adhesion.
5. Fill vent and drain holes that are exposed in the finished Work by plugging with zinc solder and filing off smooth.

B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.

C. Powder-Coat Finish: Prepare, treat, and coat galvanized metal to comply with resin manufacturer's written instructions and as follows:

1. Prepare galvanized metal by thoroughly removing grease, dirt, oil, flux, and other foreign matter.
2. Treat prepared metal with zinc-phosphate pretreatment, rinse, and seal surfaces.
3. Apply thermosetting polyester or acrylic urethane powder coating with cured-film thickness not less than 1.5 mils.
4. Color: Black, semi-gloss.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Fit exposed connections together to form tight, hairline joints.

B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.

1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
2. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.

C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

D. Adjust railings before anchoring to ensure matching alignment at abutting joints.

E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.2 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches of bracket.

3.3 ATTACHING RAILINGS

- A. Anchor railing ends to concrete and masonry with brackets on underside of rails connected to railing ends and anchored to wall construction with anchors and bolts.
- B. Attach handrails to walls with wall brackets. Provide brackets with 1-1/2-inch clearance from inside face of handrail and finished wall surface. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
 - 1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
 - 2. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- C. Secure wall brackets to building construction as follows:
 - 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.

3.4 CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - 1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

3.5 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

Exterior Masonry Repair – Gregory Hall
State University College at Fredonia
Fredonia, New York

Fredonia Project #D059IE
15 August 2022

END OF SECTION 057300

SECTION 079200

JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Nonstaining, textured silicone joint sealants.
 2. Nonstaining silicone joint sealants.
 3. Traffic grade urethane joint sealants.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide cured samples with joint sealants in 1/2-inch wide by 6-inch long strips.
- D. Joint-Sealant Schedule: Include the following information:
1. Joint-sealant application, joint location, and designation.
 2. Joint-sealant manufacturer and product name.
 3. Joint-sealant formulation.
 4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Product Test Reports: For each kind of joint sealant, for tests performed by a qualified testing agency.
- C. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- D. Field-Adhesion-Test Reports: For each sealant application tested.

- E. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.
1. Testing Agency Qualifications: Qualified according to ASTM C1021 to conduct the testing indicated.

1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 2. Conduct field tests for each kind of sealant and joint substrate.
 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
 6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two (2) years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Twenty (20) years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C1248.
- B. Silicone, Textured, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant, textured finish; ASTM C920, Type S, Grade NS, Class 50, Use NT, G, A, M, and O.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Pecora Corporation
 - 1) Basis of Design: 890 FTS-TXTR
 - 2) Color: As selected by the Architect from manufacturer's full range.
 - 3) Sealant shall have textured, grout-like appearance.

- b. GE Construction Sealants; Momentive Performance Materials Inc.
 - c. The Dow Chemical Company.
- C. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 50, Use NT, G, A, M, and O.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. The Dow Chemical Company
 - 1) Basis of Design: Dowsil 756 SMS Building Sealant
 - 2) Color: As selected by the Architect from the manufacturer's full range.
 - b. GE Construction Sealants; Momentive Performance Materials Inc.
 - c. Pecora Corporation.

2.3 URETHANE JOINT SEALANTS

- A. Urethane, S or M, NS, 25, T,: Single-component or multi-component, non-sag, plus 25 percent and minus 25 percent movement capability, traffic-use, urethane joint sealant; ASTM C920, Type S or M, Grade NS, Class 25, Use T.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Sika Corporation
 - b. Tremco Commercial Sealants & Waterproofing
 - c. Pecora Corporation

2.4 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Alcot Plastics Ltd.
 - b. Construction Foam Products; a division of Nomaco, Inc.
 - c. Master Builders Solutions.
- B. Cylindrical Sealant Backings: ASTM C1330, Type O (open-cell material), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Limestone.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.

- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C1193 unless otherwise indicated.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform three (3) tests for the first 100 feet of joint length for each kind of sealant and joint substrate.
 - b. Perform one test for each 100 feet of joint length thereafter.
2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces [JS-1].
1. Joint Locations:
 - a. Perimeter and expansion joints in concrete ramp surface.
 - b. Perimeter of Building C entrance concrete slab, Keynote 9.
 2. Joint Sealant: Urethane, S or M, NS, 25, T.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces [JS-2].
1. Joint Locations:
 - a. Head joints in existing limestone frieze panels.
 - b. Head joints in existing limestone water table stones.
 - c. Stone to stone joints in limestone coping at ADA ramp wall.
 2. Joint Sealant: Silicone, textured, nonstaining, S, NS, 50, NT.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors. Multiple colors may be selected for existing limestone and new limestone installations.
- C. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces [JS-3].
1. Joint Locations:
 - a. Expansion joints in brick veneer.
 2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

November 30, 2021

Neil W. Gary, PE, RRC, REWC, BECxP
Principal
Bell & Spina Architects
1160-C Pittsford-Victor Road

**Re: Pre-Renovation Asbestos-Containing Materials, Lead-Based Paint and Exterior PCB-Containing Materials Inspection Report
State University of New York at Fredonia
Gregory Hall Exterior Masonry Repair
Old Main Drive
Fredonia, New York 14063
Project No. D059IE
SET# 3938**

Dear Mr. Gary :

Enclosed please find a copy of the Asbestos-Containing Materials, Lead-Based Paint and Exterior PCB-Containing Materials Inspection Report for the Gregory Hall Exterior Masonry Repair Project, located at State University of New York at Fredonia. Should you have any questions please do not hesitate to contact our office at 716.332.3134. Thank you for the opportunity to be of service to Bell & Spina Architects.

Sincerely,



Sean Fitzgerald
Project Manager

Enclosures

**Pre-Renovation
Asbestos-Containing Materials,
Lead-Based Paint and
Exterior PCB-Containing Materials
Inspection Report**

OF THE:

**State University of New York at Fredonia
Gregory Hall Exterior Masonry Repair
Old Main Drive
Fredonia, New York 14063
Project No. D059IE
SET # 3938**

PREPARED BY:



PREPARED FOR:

**Bell & Spina Architects
1160-C Pittsford-Victor Road
Pittsford, New York 14534**

CONDITIONS AS OF:

November 10, 2021

Table of Contents

1 Introduction

2 Asbestos-Containing Materials Inspection

- 2.1 Methodology
- 2.2 Executive Summary
- 2.3 Confirmed Asbestos-Containing Materials
- 2.4 Assumed Asbestos-Containing Suspect Materials
- 2.5 Confirmed Non-Asbestos Containing Materials
- 2.6 Summary Table of Asbestos-Containing Materials
- 2.7 Inspection Notes

3 Lead-Based Paint Inspection

- 3.1 Methodology
- 3.2 HUD/ EPA Standards
- 3.3 Summary Table of Lead-Based Painted/Coated Materials
- 3.4 OSHA Regulations
- 3.5 Disclosure Requirements

4 PCB Inspection

- 4.1 Methodology
- 4.2 Suspect PCB-Containing Materials
- 4.3 Summary Table of PCB-Containing Materials

Appendices

- A. General Conditions of Inspection
- B. Certifications and Licenses
- C. Chains of Custody and Laboratory Reports
- D. Sample Floor Plans
- E. Summary of Inspected Functional Spaces
- F. Site Photographs

1 Introduction

Sienna Environmental Technologies (Sienna) was retained by Bell & Spina Architects to perform an inspection of Gregory Hall located at the State University of New York at Fredonia to determine the presence of asbestos-containing materials, lead-based painted/coated materials and exterior PCB-containing caulks, glazing and sealants prior to work associated with the Gregory Hall Exterior Masonry Repair project.

The inspection was conducted on November 10, 2021.

The scope of inspection work provided is as indicated in the proposal for Inspection Services dated August 10, 2021 and includes the following:

- To provide a hazardous materials inspection consisting of asbestos, lead based paint, and PCBs for the referenced project.

Sienna was charged with conducting the following tasks for this project:

1. Conducting an asbestos inspection in accordance with all applicable regulations,
2. Performing an inspection via X-Ray Florescence (XRF) for lead in accordance with all applicable regulations and guidelines,
3. Sampling exterior caulks, glazing and sealants for PCB-containing materials in accordance with all applicable regulations and guidelines and
4. Providing a summary report of findings.

This report is generated for the exclusive use of the client and is not designed to serve as a specification for abatement. The owner is strongly encouraged to contract with a consultant having a current Asbestos Project Designer Certificate as issued by New York State Department of Labor for the preparation of contract specifications, work plans, and/or drawings prior to requesting bids for the abatement or removal of the materials identified in this report.

2 Asbestos-Containing Materials Inspection

2.1 Methodology

All asbestos inspection work performed by Sienna Environmental Technologies was conducted in accordance with applicable regulations including New York State Department of Labor standards 12 NYCRR Part 56, National Emission Standards for Hazardous Air Pollutants (NESHAPS), the Asbestos Hazard Emergency Response Act, and Occupational Safety and Health Administration regulations. All Sienna Environmental Technologies' personnel assigned to conduct inspections have completed the Environmental Protection Agency (EPA) required training and New York State Department of Labor Division of Safety and Health certification program.

Based on the functional spaces and homogeneous areas (materials uniform in color or texture) identified by Sienna, samples of suspect materials were collected. Techniques used for sample collection were designed to minimize damage to suspected areas, reduce any potential for fiber release, and ensure the safety of the inspector and building occupants.

Samples were analyzed using Polarized Light Microscopy (PLM) in accordance with NYS DOH ELAP Item #198.1 or #198.6. For materials classified as non-friable organically bound materials (NOBs) that were analyzed as equal to or less than 1% asbestos by PLM, additional analysis was performed under Transmission Electron Microscopy (TEM) in accordance with NYS DOH ELAP Item #198.4. The results of this analysis confirmed whether or not a suspect material actually contained asbestos. The confirmed materials and all assumed materials are listed in **Section 2.3 Confirmed Asbestos-Containing Materials** and **Section 2.4 Assumed Asbestos-Containing Suspect Materials**.

Although the report is a comprehensive analysis of the asbestos inspection work performed, it would be helpful to review all applicable federal, state and local rules, laws and regulations regarding the handling and treatment of asbestos-containing materials (ACM). The following is a list of suggested reading and information sources relating to asbestos:

- New York State Department of Labor Industrial Code Rule 56
- Occupational Safety and Health Administration
- Environmental Protection Agency Rule CFR 763.86 Asbestos Hazard Emergency Response Act
- Environmental Protection Agency Rule 40 CFR, Chapter 61, Subpart M of the National Emission Standards for Hazardous Air Pollutants (NESHAPS)

2.2 Executive Summary

The asbestos inspection included identification, sampling, analysis, and quantification of suspect materials that may be disturbed by the project. By definition an Asbestos-Containing Material (ACM) is any material which contains greater than one percent ($>1\%$) asbestos. Materials which contain asbestos in measurable concentrations less than or equal to one percent ($\leq 1\%$) are reported as containing "trace" amounts.

Copies of all laboratory analysis reports and chains of custody listing locations of sample collection are located in Appendix C. Refer to floor plans located in Appendix E for specific sample location points. Refer to Appendix F for a summary of all functional spaces which were included as part of this inspection service. For explanation of inspection notes, refer to Section 2.7 for note details and specific comments.

2.3 Confirmed Asbestos-Containing Materials

The following materials have been sampled and analyzed by current EPA AHERA and ELAP protocols and have been proven to contain greater than one percent ($>1\%$) asbestos. Refer to the summary table within Section 2.6 for a listing of the locations, conditions, and quantities for each asbestos-containing material.

HAN Number	Material Description	Comments
MISCELLANEOUS (600s)		
604	Foundation Tar- Black	Photo #1
606	Lintel Caulk-White	Photo #2
607	Expansion Joint Caulk-White	Photo #3
608	Basement Window Glazing -White	Photo #4

2.4 Assumed Asbestos-Containing Suspect Materials

No suspect Asbestos-Containing Materials have been assumed to be Asbestos-Containing Materials. Refer to Sections 2.3 and 2.5.

2.5 Confirmed Non-Asbestos Containing Materials

These materials were sampled and analyzed by current EPA AHERA and ELAP protocols and were proven to contain one percent asbestos or less ($\leq 1\%$).

HAN Number	Material Description	Comments
MISCELLANEOUS (600s)		
600	Window Caulk-Gray	N/A
601	Repair Caulk-Gray	Trace, $<1\%$
602	Repair Caulk-Black	N/A
603	Door Caulk-Dark Gray	N/A

2.6 Summary Table of Asbestos-Containing Materials

The following table summarizes the functional spaces that were included in the inspection and contain materials which were verified or assumed to be asbestos-containing materials.

Functional Space ID/ Description	HAN	Material Description	ACM	Approximate Quantity	Condition	Friability
100-Admin East Elevation	604	Foundation Tar- Black	Yes	480 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	35 SF	Damaged	Non-Friable
101-Building A East Elevation	604	Foundation Tar- Black	Yes	480 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	26 SF	Damaged	Non-Friable
102-Building B East Elevation	604	Foundation Tar- Black	Yes	480 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	22 SF	Damaged	Non-Friable
103- Building C East Elevation	604	Foundation Tar- Black	Yes	240 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
	607	Expansion Joint Caulk-White	Yes	1 SF	Damaged	Non-Friable
104- Building C South Elevation	604	Foundation Tar- Black	Yes	480 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	24 SF	Intact	Non-Friable
	607	Expansion Joint Caulk-White	Yes	560 SF	Intact	Non-Friable
105-Building C West Elevation	604	Foundation Tar- Black	Yes	160 SF	Intact	Non-Friable
	607	Expansion Joint Caulk-White	Yes	280 SF	Intact	Non-Friable
106- Building C North Elevation	604	Foundation Tar- Black	Yes	480 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	24 SF	Damaged	Non-Friable
107- Building B West Elevation	606	Lintel Caulk-White	Yes	26 SF	Damaged	Non-Friable
108- Building A West Elevation	604	Foundation Tar- Black	Yes	480 SF		Non-Friable
	606	Lintel Caulk-White	Yes	20 SF	Damaged	Non-Friable
109- East Arcade South Elevation	604	Foundation Tar- Black	Yes	80 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	2 SF	Damaged	Non-Friable
110- East Arcade- West Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
113- East Arcade- West Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
111- Admin Building West Elevation	606	Lintel Caulk-White	Yes	17 SF	Damaged	Non-Friable
112- Admin Building South Elevation	604	Foundation Tar- Black	Yes	240 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	17 SF	Damaged	Non-Friable
	608	Basement Window Glazing - White	Yes	1 SF	Damaged	Non-Friable
114- East Arcade South Elevation	604	Foundation Tar- Black	Yes	80 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	2 SF	Damaged	Non-Friable
115- Building D South Elevation	604	Foundation Tar- Black	Yes	480 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	26 SF	Damaged	Non-Friable
116- Building D South Elevation	604	Foundation Tar- Black	Yes	480 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	26 SF	Damaged	Non-Friable
118- Building D South Elevation	604	Foundation Tar- Black	Yes	480 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	26 SF	Damaged	Non-Friable
119- Building D South Elevation	604	Foundation Tar- Black	Yes	480 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	26 SF	Damaged	Non-Friable
120- Building D East Elevation	604	Foundation Tar- Black	Yes	80 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	4 SF	Damaged	Non-Friable
121- East Arcade- West Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
122- Admin Building North Elevation	604	Foundation Tar- Black	Yes	480 SF	Intact	Non-Friable
	606	Lintel Caulk-White	Yes	21 SF	Damaged	Non-Friable
123- East Arcade- West Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
123- East Arcade- West Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable

Functional Space ID/ Description	HAN	Material Description	ACM	Approximate Quantity	Condition	Friability
200-Building E- 3rd Floor West Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
201-Building E- 3rd Floor East Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
202-Building D- 3rd Floor West Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
203-Building D- 3rd Floor East Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
204-Admin Building 2 nd Floor West Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
205-Building A- 3rd Floor North Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
206-Building A- 3rd Floor South Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
207-Building B- 3rd Floor North Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
208-Building B- 3rd Floor South Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
209-Building C- 3rd Floor East Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable
210-Building C- 3rd Floor West Elevation	606	Lintel Caulk-White	Yes	3 SF	Damaged	Non-Friable

2.7 Inspection Notes

Note #	Description
1	<p>Sampling and analysis of the following suspect asbestos containing materials observed within the project area that are not planned to be disturbed by renovations has not been conducted:</p> <ul style="list-style-type: none"> HAN200- Soffit Plaster

3 Lead-Based Paint Inspection

3.1 Methodology

Sienna Environmental Technologies used a spectrum analyzer (Refer to Appendix D for additional information) to test painted or coated surfaces included in the scope of work. The analyzer measures the amount of lead in painted surfaces using X-Ray Fluorescence technology (XRF). The analyzer uses a radioactive source which locates lead atoms in painted surfaces and measures the concentration in milligrams per square centimeter. If necessary, paint chip samples were also collected as part of this inspection. Representative surfaces/components were tested in a manner designed to adequately represent the different components, substrates, types of paint, construction and paint history. Various federal, state and local laws, rules, regulations and guidelines may be applicable to this project as it relates to Lead-Based Paint/coatings (LBP) including but not limited to:

1. Lead-Based Paint Renovation, Repair and Painting Regulation Rule (40 CFR Part 745.8 Subpart E (EPA))
2. Lead Safe Housing Rule (HUD 24 CFR Part 35)
3. Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (US Department of Housing and Urban Development (HUD))
4. Occupational Safety and Health Administration (OSHA 29 CFR 1910 and 1926)
5. New York State Education Department (NYSED)
6. State of New York codes and laws
7. All local codes
8. All federal codes
9. US-DOT 49 CFR

The most recent edition of any relevant regulation, standard, document, or code shall be applicable to the work. Where conflict among the requirements exists, the most stringent requirements are generally applicable.

3.2 HUD/ EPA Standards

Certain HUD and EPA standards apply to "Lead-Based Paint" which is any paint or coating which contains lead at or above 1.0 mg/cm² (via XRF), or 0.5 percent by weight (paint chip). Analysis indicated that components, listed in Section 3.3, have a lead content equal to or greater than the HUD/EPA standard for Lead-Based Paint.

3.3 Summary Table of Lead-Based Painted/Coated Materials

Functional Space ID/ Description	Material Description	Approximate Quantity	Condition	Positive or Homogeneous with HAN #
100-Admin East Elevation	White Metal Window Lintel	105 SF	Intact	800
101-Building A East Elevation	Tarnished Metal Copper Flashing- Lead Coated	8 SF	Intact	Note 1
	Black Metal Door/Frame/Lintel	78 SF	Intact	800
102-Building B East Elevation	White Metal Window Lintel	66 SF	Intact	800
	Tarnished Metal Copper Flashing- Lead Coated	8 SF	Intact	Note 1
103- Building C East Elevation	White Metal Window Lintel	9 SF	Intact	800
104- Building C South Elevation	White Metal Window Lintel	54 SF	Intact	800
105-Building C West Elevation	Tarnished Metal Copper Flashing- Lead Coated	24 SF	Intact	Note 1
106- Building C North Elevation	White Metal Window Lintel	72 SF	Damaged	800
	Black Metal Wrought Iron Columns	10 SF	Intact	802
	White Wood Overhang Facade	84 SF	Intact	801
107- Building B West Elevation	White Metal Window Lintel	78 SF	Damaged	800
	Black Metal Wrought Iron Columns	10 SF	Intact	802
	White Wood Overhang Facade	84 SF	Intact	801
108- Building A West Elevation	White Metal Window Lintel	60 SF	Damaged	800
109- East Arcade South Elevation	White Metal Window Lintel	6 SF	Damaged	800
110- East Arcade- West Elevation	White Metal Window Lintel	9 SF	Damaged	800
113- West Arcade- South Elevation	White Metal Window Lintel	51 SF	Damaged	800
111- Admin Building West Elevation	White Metal Window Lintel	51 SF	Damaged	800
112- Admin Building South Elevation	White Metal Window Lintel	6 SF	Damaged	800
114- West Arcade West Elevation	White Metal Window Lintel	9 SF	Damaged	800
115- Building D South Elevation	White Metal Window Lintel	78 SF	Damaged	800
	Tarnished Metal Copper Flashing- Lead Coated	8 SF	Intact	Note 1
116- Building E South Elevation	White Metal Window Lintel	84 SF	Damaged	800
	White Wood Overhang Facade	24 SF	Damaged	801
	Black Metal Wrought Iron Columns	10 SF	Intact	802
117- Building E West Elevation-	White Metal Window Lintel	3 SF	Damaged	800
118- Building E North Elevation	White Metal Window Lintel	84 SF	Damaged	800
	Tarnished Metal Copper Flashing- Lead Coated	8 SF	Damaged	Note 1
	Black Metal Wrought Iron Columns	10 SF	Damaged	802
	White Wood Overhang Facade	24 SF	Damaged	801

Functional Space ID/ Description	Material Description	Approximate Quantity	Condition	Positive or Homogeneous with HAN #
119- Building D North Elevation	White Metal Window Lintel	78 SF	Damaged	800
	Tarnished Metal Copper Flashing- Lead Coated	8 SF	Damaged	Note 1
120- Building D East Elevation	White Metal Window Lintel	6 SF	Intact	800
121- West Arcade North Elevation	White Metal Window Lintel	9 SF	Intact	800
122- Admin Building North Elevation	White Metal Window Lintel	105 SF	Intact	800
123- East Arcade- East Elevation	White Metal Window Lintel	9 SF	Damaged	800
124- Admin Building South Elevation	White Metal Window Lintel	12 SF	Damaged	800
200- Building E- 3rd Floor West Elevation	White Metal Window Lintel	9 SF	Damaged	800
201-Building E- 3rd Floor East Elevation	White Metal Window Lintel	9 SF	Damaged	800
202-Building D- 3rd Floor West Elevation	White Metal Window Lintel	9 SF	Damaged	800
203-Building D- 3rd Floor East Elevation	White Metal Window Lintel	9 SF	Damaged	800
204- Admin Building 2 nd Floor West Elevation	White Metal Window Lintel	9 SF	Damaged	800
205-Building A- 3rd Floor North Elevation	White Metal Window Lintel	9 SF	Damaged	800
206-Building A- 3rd Floor South Elevation	White Metal Window Lintel	9 SF	Damaged	800
207-Building B- 3rd Floor North Elevation	White Metal Window Lintel	9 SF	Damaged	800
208-Building B- 3rd Floor South Elevation	White Metal Window Lintel	9 SF	Damaged	800
209-Building C- 3rd Floor East Elevation	White Metal Window Lintel	9 SF	Damaged	800
210-Building C- 3rd Floor West Elevation	White Metal Window Lintel	9 SF	Damaged	800

Note #	Description
1	<ul style="list-style-type: none"> Tarnished Metal Copper Flashing- Lead Coated has not been sampled as it's a known lead-containing material and should be treated as such.

The presence of lead in surfaces that were analyzed as less than 0.5 percent lead by weight or in measurable amounts but less than 1.0 mg/cm² is a consideration for the purposes of complying with OSHA regulations. Refer to Section 3.4 for details.

3.4 OSHA Regulations

On May 4, 1993, OSHA promulgated the Lead Exposure in Construction Rule (29 CFR Part 1926.62). This regulation applies to all construction activities involving potential lead exposures. This regulation applies when lead is present in any detectable amount and is not limited to HUD's definition of Lead-Based Paint. Surface abrading and demolition activities may release lead from unpainted materials which contain lead such as glazed ceramic tile and porcelain, or enameled wall panels. Although these items do not meet HUD's definition of Lead-Based Paint and need not be included in disclosure under the Lead Disclosure Rule (Refer to Section 3.5), they have been included for reference in Section 3.3 above.

3.5 Disclosure Requirements

If the subject property of this report is target housing, the owner has certain responsibilities under the Lead Disclosure Rule when the property is being sold or leased, or when a lease is being renewed with revisions. In general, lead disclosure is required in these circumstances, except that disclosure does not have to be made when the target housing is being leased if the inspection has found that it is Lead-Based Paint free.

Per 40 CFR Part 745 "Target Housing" is defined as: any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing); or any 0-bedroom dwelling.

Results of this inspection must be provided to new lessees (tenants) and prospective buyers of this property under Federal law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must be provided by the owner to prospective buyers and it must be made available to prospective tenants and to renewing tenants if they have not been provided the information previously. The Inspector's plain language summary of the report must be provided to the client (e.g., property owner or manager) when the complete report is provided. The landlord (lessor) or seller is also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include the Lead Warning Statement in the lease or sale contracts to ensure that parents have the information they need to protect their children from Lead-Based Paint hazards. Complete disclosure requires the landlord/sellers and renters/buyers (and their agents) to sign and date an acknowledgement that the required information and materials were provided and received. Also, prospective buyers must be provided the opportunity to have their own Lead-Based Paint inspection, lead hazard screen or risk assessment performed before the purchase agreement is signed; the standard period is 10 days, but this period may be changed or waived by agreement between the seller and prospective buyer. EPA regulations require the inspector to keep the inspection report for at least 3 years. (See Section IV of Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing for further details; see www.hud.gov/lead.)

4 PCB Inspection

4.1 Methodology

Sienna Environmental Technologies identified suspect exterior PCB-containing caulk, glazing, or other sealant on building components that are included in the scope of work.

The inspection was performed in conformance with all applicable federal, state and local rules, laws, regulations and/or guidelines. The US EPA's specified limit for PCB content/concentration is 50 ppm (parts per million) or 50 mg/kg (milligrams per kilogram) by weight.

The laboratory used for bulk sample analysis was approved by NYS ELAP and AIHA or NVLAP and performed laboratory analysis by EPA Method 8082. The laboratory results are reported in mg/Kg (milligrams per kilogram) which equates to ppm (parts per million). Copies of all laboratory analysis reports and chains of custody listing locations of sample collection are located in Appendix C.

4.2 Suspect PCB-Containing Materials

The inspection revealed the following materials as suspect exterior PCB-containing caulking, glazing, or sealant materials:

HAN Number	Material Description	Results Above EPA Regulatory Limit (50 ppm)
MISCELLANEOUS (600s)		
600	Window Caulk – Gray	No
601	Repair Caulk – Gray	No
602	Repair Caulk – Black	Yes
603	Door Caulk – Dark Gray	No
606	Lintel Caulk – White	Yes
607	Expansion Joint Caulk – White	No
608	Basement Window Glazing – White	No

4.3 Summary Table of PCB-Containing Materials

Analysis indicated that components in the table below have a PCB concentration of 50 ppm or greater. Refer to floor plans located in Appendix E for specific sample location points. Refer to Appendix F for a summary of all functional spaces which were included as part of this inspection service.

Functional Space ID/Description*	HAN	Material Description	Quantity
100-Admin East Elevation	606	Lintel Caulk-White	35 SF
101-Building A East Elevation	606	Lintel Caulk-White	26 SF
102-Building B East Elevation	606	Lintel Caulk-White	22 SF
103- Building C East Elevation	606	Lintel Caulk-White	3 SF
104- Building C South Elevation	606	Lintel Caulk-White	24 SF
106- Building C North Elevation	606	Lintel Caulk-White	24 SF
107- Building B West Elevation	606	Lintel Caulk-White	26 SF
108- Building A West Elevation	606	Lintel Caulk-White	20 SF
109- East Arcade South Elevation	606	Lintel Caulk-White	2 SF
110- East Arcade- West Elevation	606	Lintel Caulk-White	3 SF
113- West Arcade- South	606	Lintel Caulk-White	3 SF

Functional Space ID/ Description*	HAN	Material Description	Quantity
Elevation			
111- Admin Building West Elevation	606	Lintel Caulk-White	17 SF
112- Admin Building South Elevation	602	Repair Caulk – Black	1 SF
	606	Lintel Caulk-White	17 SF
114- West Arcade West Elevation	606	Lintel Caulk-White	2 SF
115- Building D South Elevation	606	Lintel Caulk-White	26 SF
116- Building E South Elevation	606	Lintel Caulk-White	26 SF
118- Building E North Elevation	606	Lintel Caulk-White	26 SF
119- Building D North Elevation	606	Lintel Caulk-White	26 SF
120- Building D East Elevation	606	Lintel Caulk-White	4 SF
121- West Arcade- North Elevation	606	Lintel Caulk-White	3 SF
122- Admin Building North Elevation	606	Lintel Caulk-White	21 SF
123- East Arcade- East Elevation	606	Lintel Caulk-White	3 SF
124- East Arcade- North Elevation	606	Lintel Caulk-White	3 SF
200- Building E- 3rd Floor West Elevation	606	Lintel Caulk-White	3 SF
201-Building E- 3rd Floor East Elevation	606	Lintel Caulk-White	3 SF
202-Building D- 3rd Floor West Elevation	606	Lintel Caulk-White	3 SF
203-Building D- 3rd Floor East Elevation	606	Lintel Caulk-White	3 SF
204- Admin Building – 2 nd Floor West Elevation	606	Lintel Caulk-White	3 SF
205-Building A- 3rd Floor North Elevation	606	Lintel Caulk-White	3 SF
206-Building A- 3rd Floor South Elevation	606	Lintel Caulk-White	3 SF
207-Building B- 3rd Floor North Elevation	606	Lintel Caulk-White	3 SF
208-Building B- 3rd Floor South Elevation	606	Lintel Caulk-White	3 SF
209-Building C- 3rd Floor East Elevation	606	Lintel Caulk-White	3 SF
210-Building C- 3rd Floor West Elevation	606	Lintel Caulk-White	3 SF

Appendix A

General Conditions of Inspection

1. Sienna Environmental Technologies, LLC neither accepts nor implies any liability for the implementation of the recommendations found within this report.
2. This inspection was limited to areas accessible to the inspector. Sienna Environmental Technologies, LLC neither accepts nor implies any liability for hazardous materials that may be present in other areas of the building.
3. The results of the laboratory analytical reports that may be contained herein are the product of the knowledge, experience and expertise of the laboratory retained to perform such services. Sienna Environmental Technologies neither accepts nor implies any liability for sample analysis reports compiled by others.
4. This report is based on the condition and contents present at the site on the day of the inspection. Sienna Environmental Technologies, LLC is not liable for materials, chemicals or other substances of concern that may have been removed from the site, cleaned or disposed of prior to the inspection date or subsequent to that date.
5. An inspection for Asbestos-Containing Materials, Lead-Based Paint or PCB-Containing Materials relies heavily upon identification of homogeneous areas, with subsequent sampling and laboratory analysis determined by: the quantity of surfaces identified, generally accepted inspection protocols, regulatory requirements, and the inspector's judgment. Specific sample locations are determined with the objective of selecting representative samples. As with any type of sampling, the possibility of obtaining a false positive or false negative does exist, is inherent in the sampling process, and can at times result from the uneven distribution of target analytes within the suspect material. The comprehensive inspection protocol developed and utilized by Sienna Environmental Technologies, LLC attempts to minimize the risk of a false positive or false negative result. However, the client is advised that the risk of false positives or false negatives cannot be completely eliminated.

Appendix B

Certifications and Licenses

New York State – Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Sienna Environmental Technologies, LLC

350 Elmwood Avenue

Buffalo, NY 14222

FILE NUMBER: 00-1037

LICENSE NUMBER: 29432

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 03/23/2021

EXPIRATION DATE: 03/31/2022

Duly Authorized Representative – Susanne Kelley:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Amy Phillips, Director
For the Commissioner of Labor

United States Environmental Protection Agency

This is to certify that

Sienna Environmental Technologies, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 20, 2024

LBP-599-2

Certification #

June 15, 2021

Issued On



Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2022
Issued April 01, 2021

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

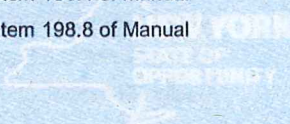
DR. THOMAS R. MCKEE
AMERISCI RICHMOND
13635 GENITO RD
MIDLOTHIAN, VA 23112

NY Lab Id No: 10984

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Material	Item 198.8 of Manual



Department
of Health

Serial No.: 63406

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2022
Issued April 01, 2021

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MS. JULIE DICKERSON
ENVIRONMENTAL HAZARDS SERVICES, LLC
7469 WHITEPINE ROAD
N. CHESTERFIELD, VA 23237

NY Lab Id No: 11714

*is hereby APPROVED as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2016) for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE*

All approved analytes are listed below:

Characteristic Testing

TCLP EPA 1311

Metals I

Barium, Total EPA 6010D

Cadmium, Total EPA 6010D

Chromium, Total EPA 6010D

Lead, Total EPA 6010D

EPA 7000B

Silver, Total EPA 6010D

Metals II

Arsenic, Total EPA 6010D

Mercury, Total EPA 7471B

Selenium, Total EPA 6010D

Polychlorinated Biphenyls

Aroclor 1016 (PCB-1016) EPA 8082A

Aroclor 1016 (PCB-1016) in Oil EPA 8082A

Aroclor 1221 (PCB-1221) EPA 8082A

Aroclor 1221 (PCB-1221) in Oil EPA 8082A

Aroclor 1232 (PCB-1232) EPA 8082A

Aroclor 1232 (PCB-1232) in Oil EPA 8082A

Aroclor 1242 (PCB-1242) EPA 8082A

Aroclor 1242 (PCB-1242) in Oil EPA 8082A

Aroclor 1248 (PCB-1248) EPA 8082A

Aroclor 1248 (PCB-1248) in Oil EPA 8082A

Aroclor 1254 (PCB-1254) EPA 8082A

Polychlorinated Biphenyls

Aroclor 1254 (PCB-1254) in Oil EPA 8082A

Aroclor 1260 (PCB-1260) EPA 8082A

Aroclor 1260 (PCB-1260) in Oil EPA 8082A

Aroclor 1262 (PCB-1262) EPA 8082A

Aroclor 1262 (PCB-1262) in Oil EPA 8082A

Aroclor 1268 (PCB-1268) EPA 8082A

Aroclor 1268 (PCB-1268) in Oil EPA 8082A

Sample Preparation Methods

EPA 3580A

EPA 3050B

EPA 3550C

EPA 3540C

Serial No.: 63116

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.



STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S.



SEAN P FITZGERALD

CLASS(EXPIRES)

C ATEC(05/22) D INSP(05/22)

H PM (05/22) I PD (05/22)

CERT# 09-11420
DMV# 440645937

MUST BE CARRIED ON ASBESTOS PROJECTS



01213 00393826 95

EYES BRO

HAIR BRO

HGT 6' 02"

IF FOUND RETURN TO:

NYSOL - L&C UNIT

ROOM 161A BUILDING 12

STATE OFFICE CAMPUS

ALBANY NY 12240

Appendix C

Chains of Custody and Laboratory Reports



AmeriSci Richmond
13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: 8047631200 FAX: 8047631800

November 15, 2021

Sienna Environmental Technologies, LLC
Attn: Susanne Kelley
350 Elmwood Ave
Buffalo, NY 14222

RE: Sienna Environmental Technologies, LLC
Job Number 121111506
P.O. #Bell And Spina/Paul Lucas
Bell And Spina/Paul Lucas; Suny Fredonia/ Gregory Hall Exterior

Dear Susanne Kelley:

Enclosed are the results of Asbestos Analysis - Bulk Protocol of the following Sienna Environmental Technologies, LLC samples, received at AmeriSci on Friday, November 12, 2021, for a 3 day turnaround:

111021-3938-600-1, 111021-3938-600-2, 111021-3938-601-1, 111021-3938-601-2, 111021-3938-602-1, 111021-3938-602-2, 111021-3938-603-1, 111021-3938-603-2, 111021-3938-604-1, 111021-3938-604-2, 111021-3938-606-1, 111021-3938-606-2, 111021-3938-607-1, 111021-3938-607-2, 111021-3938-608-1, 111021-3938-608-2

The 16 samples, placed in zip lock bag, were shipped to AmeriSci via Fed Ex 8164 4174 0976 B. Sienna Environmental Technologies, LLC requested ELAP PLM/TEM analysis of these samples.

The results of the analyses which were performed under NYSDOH ELAP Lab Certification # 10984 following ELAP 198.4 TEM guidelines are presented within the Summary Table of this report. The presence of matrix reduction data in the Summary Table normally indicates an NOB sample. For NOB samples the individual matrix reduction and TEM analysis results are listed in Table I. Complete PLM results for individual samples analyzed by ELAP 198.1 (friable) and ELAP 198.6 (NOB) are presented in the PLM Bulk Asbestos Report. This combined report relates ONLY to sample analysis expressed as percent composition by weight and percent asbestos. This report must not be used to claim product endorsement or approval by these laboratories, NVLAP, ELAP or any other associated agency. The National Institute of Standards and Technology accreditation requirements, mandate that this report must not be reproduced, except in full without the written approval of the laboratory. This report may contain specific data not covered by NVLAP or ELAP accreditations respectively, if so identified in relevant footnotes.

AmeriSci appreciates this opportunity to serve your organization. Please contact us for any further assistance or with any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "Cory M. Parnell". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Cory M. Parnell
Laboratory Manager | Authorized Signatory

**AmeriSci Richmond**

13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: (804) 763-1200 • FAX: (804) 763-1800

PLM Bulk Asbestos Report

Sienna Environmental Technologies, LLC
Attn: Susanne Kelley
350 Elmwood Ave
Buffalo, NY 14222

Date Received 11/12/21
Date Examined 11/15/21
ELAP # 10984
RE: Bell And Spina/Paul Lucas; Suny Fredonia/ Gregory Hall Exterior

AmeriSci Job # 121111506
P.O. #
Page 1 of 4

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
111021-3938-600-1 600 Location: Window Caulk-Gray; 115	121111506-01	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6.2% Comment: Heat Sensitive (organic): 73.9%; Acid Soluble (inorganic): 20.0%; Inert (Non-asbestos): 6.2%			
111021-3938-600-2 600 Location: Window Caulk-Gray; 102	121111506-02	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.8% Comment: Heat Sensitive (organic): 73.3%; Acid Soluble (inorganic): 20.9%; Inert (Non-asbestos): 5.8%			
111021-3938-601-1 601 Location: Repair Caulk-Gray; 115	121111506-03	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: Off-White, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 11.8% Comment: Heat Sensitive (organic): 75.5%; Acid Soluble (inorganic): 12.6%; Inert (Non-asbestos): 11.8%			
111021-3938-601-2 601 Location: Repair Caulk-Gray; 115	121111506-04	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: Off-White, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 9.5% Comment: Heat Sensitive (organic): 76.9%; Acid Soluble (inorganic): 13.6%; Inert (Non-asbestos): 9.5%			

Client Name: Sienna Environmental Technologies, LLC

PLM Bulk Asbestos ReportBell And Spina/Paul Lucas; Suny Fredonia/ Gregory Hall
Exterior

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
111021-3938-602-1 602	121111506-05 Location: Repair Caulk-Black; 116	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: 8.5045, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 22.1% Comment: Heat Sensitive (organic): 70.0%; Acid Soluble (inorganic): 7.8%; Inert (Non-asbestos): 22.1%			
111021-3938-602-2 602	121111506-06 Location: Repair Caulk-Black; 116	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 19.6% Comment: Heat Sensitive (organic): 77.2%; Acid Soluble (inorganic): 3.2%; Inert (Non-asbestos): 19.6%			
111021-3938-603-1 603	121111506-07 Location: Door Caulk-Dark Gray; 108	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.4% Comment: Heat Sensitive (organic): 55.3%; Acid Soluble (inorganic): 44.3%; Inert (Non-asbestos): 0.4%			
111021-3938-603-2 603	121111506-08 Location: Door Caulk-Dark Gray; 108	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: Gray, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.6% Comment: Heat Sensitive (organic): 56.6%; Acid Soluble (inorganic): 42.8%; Inert (Non-asbestos): 0.6%			
111021-3938-604-1 604	121111506-09 Location: Foundation Tar- Black; 115	Yes	3% (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 3.0 % Other Material: Non-fibrous 33.4% Comment: Heat Sensitive (organic): 49.0%; Acid Soluble (inorganic): 14.6%; Inert (Non-asbestos): 33.4%			

Client Name: Sienna Environmental Technologies, LLC

PLM Bulk Asbestos ReportBell And Spina/Paul Lucas; Suny Fredonia/ Gregory Hall
Exterior

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
111021-3938-604-2 604	121111506-10 Location: Foundation Tar- Black; 116		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material: Comment: Heat Sensitive (organic): 63.7%; Acid Soluble (inorganic): 9.1%; Inert (Non-asbestos): 27.1%			
111021-3938-606-1 606	121111506-11 Location: Lintel Caulk-White; 116	Yes	7.6% (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 7.6 % Other Material: Non-fibrous 11.5% Comment: Heat Sensitive (organic): 22.3%; Acid Soluble (inorganic): 58.7%; Inert (Non-asbestos): 11.5%			
111021-3938-606-2 606	121111506-12 Location: Lintel Caulk-White; 116		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material: Comment: Heat Sensitive (organic): 35.0%; Acid Soluble (inorganic): 12.6%; Inert (Non-asbestos): 52.4%			
111021-3938-607-1 607	121111506-13 Location: Expansion Joint Caulk-White; 105	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 19.6% Comment: Heat Sensitive (organic): 76.8%; Acid Soluble (inorganic): 3.5%; Inert (Non-asbestos): 19.6%			
111021-3938-607-2 607	121111506-14 Location: Expansion Joint Caulk-White; 105	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 14% Comment: Heat Sensitive (organic): 72.5%; Acid Soluble (inorganic): 13.5%; Inert (Non-asbestos): 14.0%			

Client Name: Sienna Environmental Technologies, LLC

PLM Bulk Asbestos ReportBell And Spina/Paul Lucas; Suny Fredonia/ Gregory Hall
Exterior

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
111021-3938-608-1 608	121111506-15 Location: Basement Window Glazing -White	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 15.9% Comment: Heat Sensitive (organic): 14.0%; Acid Soluble (inorganic): 70.0%; Inert (Non-asbestos): 15.9%			
111021-3938-608-2 608	121111506-16 Location: Basement Window Glazing -White	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 11/15/21
Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 15.7% Comment: Heat Sensitive (organic): 16.4%; Acid Soluble (inorganic): 67.9%; Inert (Non-asbestos): 15.7%			

Reporting Notes:Analyzed by: William M. Dunstan
Date: 11/15/2021

Reviewed by: Cory M. Parnell



*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 microscope, Serial #233533, by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.

Client Name: Sienna Environmental Technologies, LLC

Table I
Summary of Bulk Asbestos Analysis Results
 BellAnd Spinal/Paul Lucas; Suny Fredonia/ Gregory Hall Exterior

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01 Location: Window Caulk-Gray; 115	111021-3938-600-1	600	0.086	73.9	20.0	6.2	NAD	NAD
02 Location: Window Caulk-Gray; 102	111021-3938-600-2	600	0.180	73.3	20.9	5.8	NAD	NAD
03 Location: Repair Caulk-Gray; 115	111021-3938-601-1	601	0.136	75.5	12.6	11.7	NAD	Chrysotile Trace
04 Location: Repair Caulk-Gray; 115	111021-3938-601-2	601	0.058	76.9	13.6	9.4	NAD	Chrysotile Trace
05 Location: Repair Caulk-Black; 116	111021-3938-602-1	602	0.129	70.0	7.8	22.1	NAD	NAD
06 Location: Repair Caulk-Black; 116	111021-3938-602-2	602	0.130	77.2	3.2	19.6	NAD	NAD
07 Location: Door Caulk-Dark Gray; 108	111021-3938-603-1	603	0.117	55.3	44.3	0.4	NAD	NAD
08 Location: Door Caulk-Dark Gray; 108	111021-3938-603-2	603	0.127	56.6	42.8	0.6	NAD	NAD
09 Location: Foundation Tar- Black; 115	111021-3938-604-1	604	0.087	49.0	14.6	33.4	Chrysotile 3.0	NA
10 Location: Foundation Tar- Black; 116	111021-3938-604-2	604	0.122	63.7	9.1	27.1	NA/PS	NA
11 Location: Lintel Caulk-White; 116	111021-3938-606-1	606	0.335	22.3	58.7	11.5	Chrysotile 7.6	NA
12 Location: Lintel Caulk-White; 116	111021-3938-606-2	606	0.339	35.0	12.6	52.4	NA/PS	NA
13 Location: Expansion Joint Caulk-White; 105	111021-3938-607-1	607	0.097	76.8	3.5	19.5	NAD	Chrysotile Trace
14 Location: Expansion Joint Caulk-White; 105	111021-3938-607-2	607	0.088	72.5	13.5	12.6	NAD	Anthophyllite 1.4
15 Location: Basement Window Glazing -White	111021-3938-608-1	608	0.157	14.0	70.0	14.6	NAD	Anthophyllite 1.3
16 Location: Basement Window Glazing -White	111021-3938-608-2	608	0.313	16.4	67.9	15.7	NAD	NA/PS

See Reporting notes on last page

Table I.
Summary of Bulk Asbestos Analysis Results
 Bell And Spina/Paul Lucas; Suny Fredonia/ Gregory Hall Exterior

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
----------------------	----------------	------------	----------------------------	--------------------------------	--------------------------------	--	----------------------------	-------------------------

Analyzed by: Cory M. Parnell

Date: 11/15/2021

Reviewed by: Cory M. Parnell

Semi-Quantitative Analysis: NAD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed due to positive stop; Trace = <1%; PLM analysis by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) or NY ELAP 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab # 10984); TEM prep by EPA 600/R-93/116 Section 2.3 (analysis by Section 2.5, not covered by NVLAP Bulk accreditation); or NY ELAP 198.4 for New York NOB samples (NY ELAP Lab # 10984). Analysis using Jeol, Model JEM-100CX II microscope, Serial #156147-247. ** Warning Notes: Consider PLM fiber diameter limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris, soils or other heterogeneous materials for which a combination PLM/TEM evaluation is recommended; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only.

121111506

Bulk Chain of Custody



350 Elmwood Ave. | Buffalo NY 14222 | 716.332.3134

83 Fall St. | Seneca Falls NY 13148 | 315.257.0270

Email Report to: Labresults@SiennaET.com

Turn Around Time

Client/Contact: Bell and Spina

Paul Lucas

Project/Location: SUNY Fredonia

Gregory Hall Exterior

Project No.:

Other:

Analysis Requested:

Protocol:

Notes:

PLM ☒☒

Negative PLM to TEM per ELAP protocols

TEM ☒☒

Positive Stop by HAN-ID#

PCB ☐☐

Layered analysis requested for:

Other:

16

Total # of Samples

Sample Name

Date

Project

HAN

ID#

Description of Sample

Location of Sample

11/10/2021	3938	600	1	Window Caulk - Gray	115
11/10/2021	3938	600	2	Window Caulk - Gray	102
11/10/2021	3938	601	1	Repair Caulk - Gray	115
11/10/2021	3938	601	2	Repair Caulk - Gray	115
11/10/2021	3938	602	1	Repair Caulk - Black	116
11/10/2021	3938	602	2	Repair Caulk - Black	116
11/10/2021	3938	603	1	Door Caulk - Dark Gray	108
11/10/2021	3938	603	2	Door Caulk - Dark Gray	108
11/10/2021	3938	604	1	Foundation Tar - Black	115
11/10/2021	3938	604	2	Foundation Tar - Black	116
11/10/2021	3938	606	1	Lintel Caulk - White	116
11/10/2021	3938	606	2	Lintel Caulk - White	116
11/10/2021	3938	607	1	Expansion Joint Caulk - White	105
11/10/2021	3938	607	2	Expansion Joint Caulk - White	105
11/10/2021	3938	608	1	Basement Window Glazing - White	112
11/10/2021	3938	608	2	Basement Window Glazing - White	112

RECEIVED

NOV 18 2021

By

TMM

Sampled by: Sean Fitzgerald

Date: 11/10/21

Relinquished by: Sean Fitzgerald

Date + Time: 11/11/21 1200

Received by:

Date + Time:



Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Lead Paint Chip Analysis Report

Report Number: 21-11-02978

Client: Sienna Environmental
350 Elmwood Avenue
Buffalo, NY 14222-2204

Received Date: 11/17/2021
Analyzed Date: 11/18/2021
Reported Date: 11/21/2021

Project/Test Address: 3938; SUNY Fredonia; Gregory Hall Exterior
Collection Date: 11/10/2021

Client Number:
33-5983

Laboratory Results

Fax Number:
716-332-3136

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
21-11-02978-001	1	WHITE METAL LINTEL	180000	18	
21-11-02978-002	2	WHITE WOOD CANOPY FASCIA	6800	0.68	
21-11-02978-003	3	BLACK METAL WROUGHT IRON COLUMNS	130000	13	
21-11-02978-004	4	BLACK METAL DOOR FRAME LINTEL	<110	<0.011	L03

Environmental Hazards Services, L.L.C

Client Number: 33-5983

Report Number: 21-11-02978

Project/Test Address: 3938; SUNY Fredonia; Gregory Hall Exterior

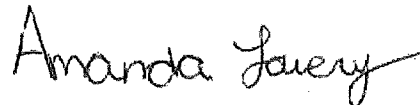
Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
Sample Narratives:					

L03: Sample submitted was less than the recommended amount. A minimum of 0.1 grams should be submitted.

Preparation Method: ASTM E-1979-17

Analysis Method: EPA SW846 7000B

Reviewed By Authorized Signatory:



Amanda Lowery

The HUD lead guidelines for lead paint chips are 0.50% by Weight, 5000 ppm, or 1.0 mg/cm². The Reporting Limit (RL) for samples prepared by ASTM E-1979-17 is 10.0 ug Total Pb. The RL for samples prepared by EPA SW846 3050B is 25.0 ug Total Pb. Paint chip area and results are calculated based on area measurements determined by the client. All internal quality control requirements associated with this batch were met, unless otherwise noted.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, etc., was provided by the client. Results reported above in mg/cm³ are calculated based on area supplied by client. This report shall not be reproduced except in full, without the written consent of Environmental Hazards Services, L.L.C.

ELLAP Accreditation through AIHA LAP, LLC (100420), NY ELAP #11714.


LEGEND	Pb= lead	ug = microgram	ppm = parts per million
	ug/g = micrograms per gram	Wt. = weight	

Bulk Chain of Custody



350 Elmwood Ave. | Buffalo NY 14222 | 716.332.3134

83 Fall St. | Seneca Falls NY 13148 | 315.257.0270

Email Report to: Labresults@SiennaET.com				Turn Around Time	
Client/Contact: Bell and Spina				<input type="checkbox"/> RUSH	
Paul Lucas				<input type="checkbox"/> 24 Hour	
Project/Location: SUNY Fredonia				<input type="checkbox"/> 48 Hour	
Gregory Hall Exterior				<input checked="" type="checkbox"/> 72 Hour	
Project No.: 3938				<input type="checkbox"/> 5 Day	
Analysis Requested:				Other:	
Protocol:				Notes:	
PLM	<input type="checkbox"/>	<input type="checkbox"/> Negative PLM to TEM per ELAP protocols		4 in ² Area Sampled for each	
TEM	<input type="checkbox"/>	<input type="checkbox"/> Positive Stop by HAN-ID#			
PCB	<input type="checkbox"/>	<input type="checkbox"/> Layered analysis requested for:			
Other:	AAS	4 Total # of Samples			
Sample Name				Location of Sample	
Date	Project	HAN	ID#	Description of Sample	
11/10/2021	3938	800	Pb	White Metal Lintel	116
11/10/2021	3938	801	Pb	White Wood Canopy Fascia	116
11/10/2021	3938	802	Pb	Black Metal Wrought Iron Columns	116
11/10/2021	3938	804	Pb	Black Metal Door/Frame/Lintel	105
<div style="text-align: right;"> 21-11-02978  Due Date: 11/22/2021 (Monday) AE P-L <i>AW</i> </div>					

Sampled by: Sean Fitzgerald
Relinquished by: Sean Fitzgerald
Received by: *A. Walker*

Date + Time: 11/10/21 1200
Date + Time: 11/11/21 1200
Date + Time: 11/17/2021 4:23pm



Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

PCB Bulk Analysis Report

Client: Sienna Environmental
350 Elmwood Avenue
Buffalo, NY 14222-2204

Report Number: 21-11-02980

Received Date: 11/17/2021
Reported Date: 11/24/2021

Project/Test Address: 3938; SUNY Fredonia; Gregory Hall Exterior

Client Number:
33-5983

Fax Number:
716-332-3136

Laboratory Results

Lab Sample Number: 21-11-02980-001
Client Sample Number: 600
Sample Matrix: Caulk
Reporting Limit (mg/kg): 0.93

Preparation Date: 11/23/2021
Analysis Date: 11/24/2021
Sample Weight (g): 1.085
Narrative ID:

Aroclor 1016 (mg/kg)	Aroclor 1221 (mg/kg)	Aroclor 1232 (mg/kg)	Aroclor 1242 (mg/kg)	Aroclor 1248 (mg/kg)	Aroclor 1254 (mg/kg)	Aroclor 1260 (mg/kg)	Aroclor 1262 (mg/kg)	Aroclor 1268 (mg/kg)
<0.93	<0.93	<0.93	<0.93	<0.93	<0.93	<0.93	<0.93	<0.93

Lab Sample Number: 21-11-02980-002
Client Sample Number: 601
Sample Matrix: Caulk
Reporting Limit (mg/kg): 18

Preparation Date: 11/23/2021
Analysis Date: 11/24/2021
Sample Weight (g): 1.136
Narrative ID:

Aroclor 1016 (mg/kg)	Aroclor 1221 (mg/kg)	Aroclor 1232 (mg/kg)	Aroclor 1242 (mg/kg)	Aroclor 1248 (mg/kg)	Aroclor 1254 (mg/kg)	Aroclor 1260 (mg/kg)	Aroclor 1262 (mg/kg)	Aroclor 1268 (mg/kg)
<18	<18	<18	<18	<18	<18	<18	<18	<18

Lab Sample Number: 21-11-02980-003
Client Sample Number: 602
Sample Matrix: Caulk
Reporting Limit (mg/kg): 2.0

Preparation Date: 11/23/2021
Analysis Date: 11/24/2021
Sample Weight (g): 1.009
Narrative ID:

Aroclor 1016 (mg/kg)	Aroclor 1221 (mg/kg)	Aroclor 1232 (mg/kg)	Aroclor 1242 (mg/kg)	Aroclor 1248 (mg/kg)	Aroclor 1254 (mg/kg)	Aroclor 1260 (mg/kg)	Aroclor 1262 (mg/kg)	Aroclor 1268 (mg/kg)
<2.0	<2.0	<2.0	<2.0	<2.0	56	<2.0	<2.0	<2.0

Environmental Hazards Services, L.L.C

Client Number: 33-5983

Report Number: 21-11-02980

Project/Test Address: 3938; SUNY Fredonia; Gregory Hall Exterior

Lab Sample Number: 21-11-02980-004
 Client Sample Number: 603
 Sample Matrix: Caulk
 Reporting Limit (mg/kg): 0.80

Preparation Date: 11/23/2021
 Analysis Date: 11/24/2021
 Sample Weight (g): 1.261
 Narrative ID:

Aroclor 1016 (mg/kg)	Aroclor 1221 (mg/kg)	Aroclor 1232 (mg/kg)	Aroclor 1242 (mg/kg)	Aroclor 1248 (mg/kg)	Aroclor 1254 (mg/kg)	Aroclor 1260 (mg/kg)	Aroclor 1262 (mg/kg)	Aroclor 1268 (mg/kg)
<0.80	<0.80	<0.80	<0.80	<0.80	<0.80	<0.80	<0.80	<0.80

Lab Sample Number: 21-11-02980-005
 Client Sample Number: 606
 Sample Matrix: Caulk
 Reporting Limit (mg/kg): 9.2

Preparation Date: 11/23/2021
 Analysis Date: 11/24/2021
 Sample Weight (g): 1.095
 Narrative ID:

Aroclor 1016 (mg/kg)	Aroclor 1221 (mg/kg)	Aroclor 1232 (mg/kg)	Aroclor 1242 (mg/kg)	Aroclor 1248 (mg/kg)	Aroclor 1254 (mg/kg)	Aroclor 1260 (mg/kg)	Aroclor 1262 (mg/kg)	Aroclor 1268 (mg/kg)
<9.2	<9.2	<9.2	<9.2	<9.2	130	<9.2	<9.2	<9.2

Lab Sample Number: 21-11-02980-006
 Client Sample Number: 607
 Sample Matrix: Caulk
 Reporting Limit (mg/kg): 17

Preparation Date: 11/23/2021
 Analysis Date: 11/24/2021
 Sample Weight (g): 1.228
 Narrative ID:

Aroclor 1016 (mg/kg)	Aroclor 1221 (mg/kg)	Aroclor 1232 (mg/kg)	Aroclor 1242 (mg/kg)	Aroclor 1248 (mg/kg)	Aroclor 1254 (mg/kg)	Aroclor 1260 (mg/kg)	Aroclor 1262 (mg/kg)	Aroclor 1268 (mg/kg)
<17	<17	<17	<17	<17	<17	<17	<17	<17

Lab Sample Number: 21-11-02980-007
 Client Sample Number: 608
 Sample Matrix: Caulk
 Reporting Limit (mg/kg): 0.85

Preparation Date: 11/23/2021
 Analysis Date: 11/24/2021
 Sample Weight (g): 1.186
 Narrative ID:

Aroclor 1016 (mg/kg)	Aroclor 1221 (mg/kg)	Aroclor 1232 (mg/kg)	Aroclor 1242 (mg/kg)	Aroclor 1248 (mg/kg)	Aroclor 1254 (mg/kg)	Aroclor 1260 (mg/kg)	Aroclor 1262 (mg/kg)	Aroclor 1268 (mg/kg)
<0.85	<0.85	<0.85	<0.85	<0.85	<0.85	<0.85	<0.85	<0.85

Environmental Hazards Services, L.L.C

Client Number: 33-5983

Report Number: 21-11-02980

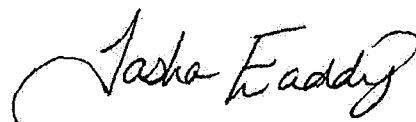
Project/Test Address: 3938; SUNY Fredonia; Gregory Hall Exterior

Sample Narratives:

Preparation Method: EPA SW846 3550C

Analysis Method: EPA SW846 8082A

Reviewed By Authorized Signatory: _____



Tasha Eaddy
QA/QC Clerk

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. All internal quality control requirements associated with the batch were met, unless otherwise noted. Results represent the analysis of samples submitted by the client. Unless otherwise noted, samples are reported without a dry weight correction. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of Environmental Hazards Services, L.L.C. Virginia Certification #460172 NY ELAP #11714.


Legend g = gram mg/kg = milligram per kilogram

Bulk Chain of Custody



350 Elmwood Ave. | Buffalo NY 14222 | 716.332.3134

83 Fall St. | Seneca Falls NY 13148 | 315.257.0270

Email Report to: Labresults@SiennaET.com				Turn Around Time																																																					
Client/Contact: Bell and Spina Paul Lucas Project/Location: SUNY Fredonia Gregory Hall Exterior Project No.: 3938				<input type="checkbox"/> RUSH <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input checked="" type="checkbox"/> 5 Day																																																					
				Other:																																																					
Analysis Requested:		Protocol:		Notes:																																																					
PLM <input type="checkbox"/> TEM <input type="checkbox"/> PCB <input checked="" type="checkbox"/> Other:		<input type="checkbox"/> Negative PLM to TEM per ELAP protocols <input type="checkbox"/> Positive Stop by HAN-ID# <input type="checkbox"/> Layered analysis requested for: 7 Total # of Samples																																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Sample Name</th> <th rowspan="2">Description of Sample</th> <th rowspan="2">Location of Sample</th> </tr> <tr> <th>Date</th> <th>Project</th> <th>HAN</th> <th>ID#</th> </tr> </thead> <tbody> <tr> <td>11/10/2021</td> <td>3938</td> <td>600</td> <td>PCB</td> <td>Window Caulk - Gray</td> <td>108</td> </tr> <tr> <td>11/10/2021</td> <td>3938</td> <td>601</td> <td>PCB</td> <td>Repair Caulk - Gray</td> <td>115</td> </tr> <tr> <td>11/10/2021</td> <td>3938</td> <td>602</td> <td>PCB</td> <td>Repair Caulk - Black</td> <td>116</td> </tr> <tr> <td>11/10/2021</td> <td>3938</td> <td>603</td> <td>PCB</td> <td>Door Caulk - Dark Gray</td> <td>108</td> </tr> <tr> <td>11/10/2021</td> <td>3938</td> <td>606</td> <td>PCB</td> <td>Lintel Caulk - White</td> <td>116</td> </tr> <tr> <td>11/10/2021</td> <td>3938</td> <td>607</td> <td>PCB</td> <td>Expansion Joint Caulk - White</td> <td>105</td> </tr> <tr> <td>11/10/2021</td> <td>3938</td> <td>608</td> <td>PCB</td> <td>Basement Window Glazing - White</td> <td>112</td> </tr> </tbody> </table>						Sample Name				Description of Sample	Location of Sample	Date	Project	HAN	ID#	11/10/2021	3938	600	PCB	Window Caulk - Gray	108	11/10/2021	3938	601	PCB	Repair Caulk - Gray	115	11/10/2021	3938	602	PCB	Repair Caulk - Black	116	11/10/2021	3938	603	PCB	Door Caulk - Dark Gray	108	11/10/2021	3938	606	PCB	Lintel Caulk - White	116	11/10/2021	3938	607	PCB	Expansion Joint Caulk - White	105	11/10/2021	3938	608	PCB	Basement Window Glazing - White	112
Sample Name				Description of Sample	Location of Sample																																																				
Date	Project	HAN	ID#																																																						
11/10/2021	3938	600	PCB	Window Caulk - Gray	108																																																				
11/10/2021	3938	601	PCB	Repair Caulk - Gray	115																																																				
11/10/2021	3938	602	PCB	Repair Caulk - Black	116																																																				
11/10/2021	3938	603	PCB	Door Caulk - Dark Gray	108																																																				
11/10/2021	3938	606	PCB	Lintel Caulk - White	116																																																				
11/10/2021	3938	607	PCB	Expansion Joint Caulk - White	105																																																				
11/10/2021	3938	608	PCB	Basement Window Glazing - White	112																																																				
21-11-02980  Due Date: 11/24/2021 (Wednesday) AE P-L <i>7pcb</i>																																																									

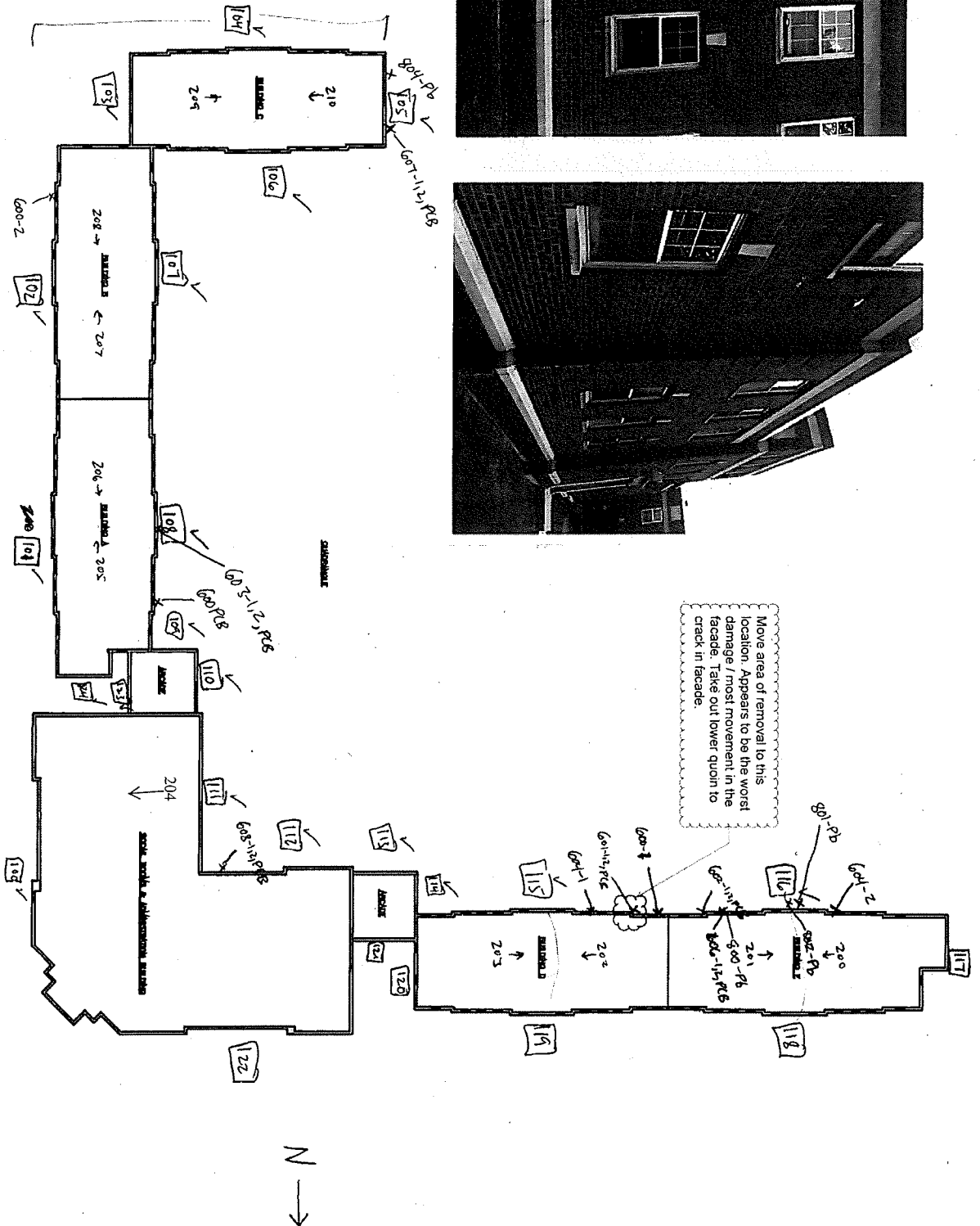
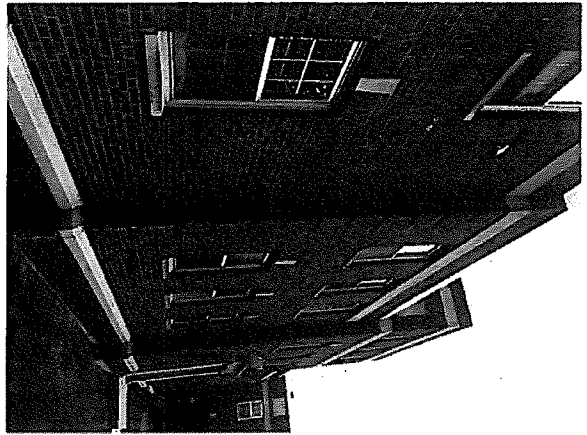
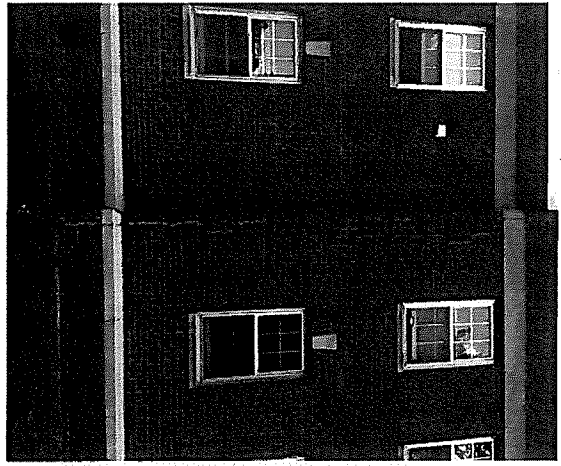
Sampled by: Sean Fitzgerald
 Relinquished by: Sean Fitzgerald
 Received by: *A. Walker*

Date + Time: 11/10/21 1200
 Date + Time: 11/11/21 1200
 Date + Time: 11/17/2021 4:21pm

Appendix D

Sample Floor Plans

Date	Project #	Sample Name	Description of Sample	Location
1/10/2011	101	101-1	101-1	101-1
1/10/2011	101	101-2	101-2	101-2
1/10/2011	101	101-3	101-3	101-3
1/10/2011	101	101-4	101-4	101-4
1/10/2011	101	101-5	101-5	101-5
1/10/2011	101	101-6	101-6	101-6
1/10/2011	101	101-7	101-7	101-7
1/10/2011	101	101-8	101-8	101-8
1/10/2011	101	101-9	101-9	101-9
1/10/2011	101	101-10	101-10	101-10
1/10/2011	101	101-11	101-11	101-11
1/10/2011	101	101-12	101-12	101-12
1/10/2011	101	101-13	101-13	101-13
1/10/2011	101	101-14	101-14	101-14
1/10/2011	101	101-15	101-15	101-15
1/10/2011	101	101-16	101-16	101-16
1/10/2011	101	101-17	101-17	101-17
1/10/2011	101	101-18	101-18	101-18
1/10/2011	101	101-19	101-19	101-19
1/10/2011	101	101-20	101-20	101-20
1/10/2011	101	101-21	101-21	101-21
1/10/2011	101	101-22	101-22	101-22
1/10/2011	101	101-23	101-23	101-23
1/10/2011	101	101-24	101-24	101-24
1/10/2011	101	101-25	101-25	101-25
1/10/2011	101	101-26	101-26	101-26
1/10/2011	101	101-27	101-27	101-27
1/10/2011	101	101-28	101-28	101-28
1/10/2011	101	101-29	101-29	101-29
1/10/2011	101	101-30	101-30	101-30
1/10/2011	101	101-31	101-31	101-31
1/10/2011	101	101-32	101-32	101-32
1/10/2011	101	101-33	101-33	101-33
1/10/2011	101	101-34	101-34	101-34
1/10/2011	101	101-35	101-35	101-35
1/10/2011	101	101-36	101-36	101-36
1/10/2011	101	101-37	101-37	101-37
1/10/2011	101	101-38	101-38	101-38
1/10/2011	101	101-39	101-39	101-39
1/10/2011	101	101-40	101-40	101-40
1/10/2011	101	101-41	101-41	101-41
1/10/2011	101	101-42	101-42	101-42
1/10/2011	101	101-43	101-43	101-43
1/10/2011	101	101-44	101-44	101-44
1/10/2011	101	101-45	101-45	101-45
1/10/2011	101	101-46	101-46	101-46
1/10/2011	101	101-47	101-47	101-47
1/10/2011	101	101-48	101-48	101-48
1/10/2011	101	101-49	101-49	101-49
1/10/2011	101	101-50	101-50	101-50
1/10/2011	101	101-51	101-51	101-51
1/10/2011	101	101-52	101-52	101-52
1/10/2011	101	101-53	101-53	101-53
1/10/2011	101	101-54	101-54	101-54
1/10/2011	101	101-55	101-55	101-55
1/10/2011	101	101-56	101-56	101-56
1/10/2011	101	101-57	101-57	101-57
1/10/2011	101	101-58	101-58	101-58
1/10/2011	101	101-59	101-59	101-59
1/10/2011	101	101-60	101-60	101-60
1/10/2011	101	101-61	101-61	101-61
1/10/2011	101	101-62	101-62	101-62
1/10/2011	101	101-63	101-63	101-63
1/10/2011	101	101-64	101-64	101-64
1/10/2011	101	101-65	101-65	101-65
1/10/2011	101	101-66	101-66	101-66
1/10/2011	101	101-67	101-67	101-67
1/10/2011	101	101-68	101-68	101-68
1/10/2011	101	101-69	101-69	101-69
1/10/2011	101	101-70	101-70	101-70
1/10/2011	101	101-71	101-71	101-71
1/10/2011	101	101-72	101-72	101-72
1/10/2011	101	101-73	101-73	101-73
1/10/2011	101	101-74	101-74	101-74
1/10/2011	101	101-75	101-75	101-75
1/10/2011	101	101-76	101-76	101-76
1/10/2011	101	101-77	101-77	101-77
1/10/2011	101	101-78	101-78	101-78
1/10/2011	101	101-79	101-79	101-79
1/10/2011	101	101-80	101-80	101-80
1/10/2011	101	101-81	101-81	101-81
1/10/2011	101	101-82	101-82	101-82
1/10/2011	101	101-83	101-83	101-83
1/10/2011	101	101-84	101-84	101-84
1/10/2011	101	101-85	101-85	101-85
1/10/2011	101	101-86	101-86	101-86
1/10/2011	101	101-87	101-87	101-87
1/10/2011	101	101-88	101-88	101-88
1/10/2011	101	101-89	101-89	101-89
1/10/2011	101	101-90	101-90	101-90
1/10/2011	101	101-91	101-91	101-91
1/10/2011	101	101-92	101-92	101-92
1/10/2011	101	101-93	101-93	101-93
1/10/2011	101	101-94	101-94	101-94
1/10/2011	101	101-95	101-95	101-95
1/10/2011	101	101-96	101-96	101-96
1/10/2011	101	101-97	101-97	101-97
1/10/2011	101	101-98	101-98	101-98
1/10/2011	101	101-99	101-99	101-99
1/10/2011	101	101-100	101-100	101-100



Appendix E

Summary of Inspected Functional Spaces

- 100-Admin East Elevation
- 101-Building A East Elevation
- 102-Building B East Elevation
- 103- Building C East Elevation
- 104- Building C South Elevation
- 105-Building C West Elevation
- 106- Building C North Elevation
- 107- Building B West Elevation
- 108- Building A West Elevation
- 109- East Arcade South Elevation
- 110- East Arcade- West Elevation
- 111- Admin Building West Elevation
- 112- Admin Building South Elevation
- 113- West Arcade- South Elevation
- 114- West Arcade West Elevation
- 115- Building D South Elevation
- 116- Building E South Elevation
- 117- Building E West Elevation
- 118- Building E North Elevation
- 119- Building D North Elevation
- 120- Building D East Elevation
- 121- West Arcade- North Elevation
- 122- Admin Building North Elevation
- 123- East Arcade- East Elevation
- 124- Admin Building South Elevation
- 200- Building E- 3rd Floor West Elevation
- 201- Building E- 3rd Floor East Elevation
- 202- Building D- 3rd Floor West Elevation
- 203- Building D- 3rd Floor East Elevation
- 204- Admin Building 2nd Floor West Elevation
- 205- Building A- 3rd Floor North Elevation
- 206- Building A- 3rd Floor South Elevation
- 207- Building B- 3rd Floor North Elevation
- 208- Building B- 3rd Floor South Elevation
- 209- Building C- 3rd Floor East Elevation
- 210- Building C- 3rd Floor West Elevation

Appendix F

Site Photographs



Photo #1: 604- Foundation Tar- Black



Photo #2: 606- Lintel Caulk-White

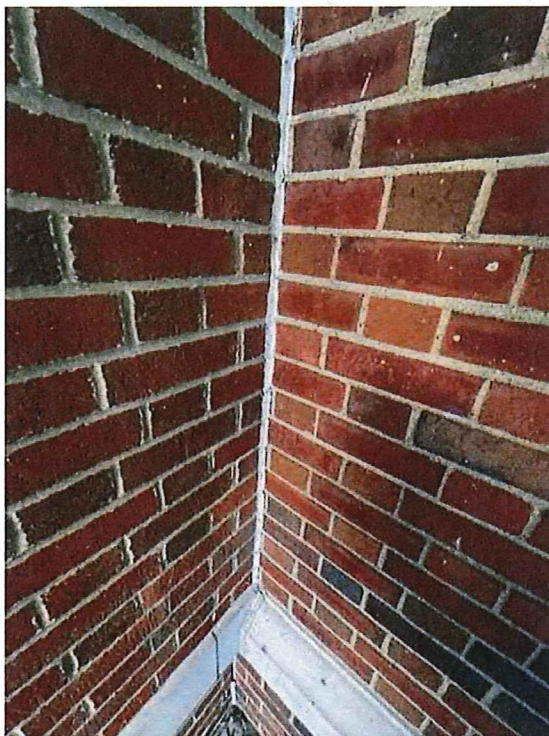


Photo #3: 607- Expansion Joint Caulk-White



Photo #4: 608- Basement Window Glazing -White