



NOTICE TO BIDDERS

The Schenectady Metroplex Development Authority (“Metroplex”) as Local Program Administrator (“LPA”) for the Downtown Revitalization Initiative Façade Improvement Fund will be accepting bid proposals on behalf of Cass Hill Realty Partners, LLC (“Owner”) for the 271-277 State Street Masonry Repair Project at 271-277 State Street in the City of Schenectady, NY. The scope of work includes various repairs or replacements to masonry features and associated activities.

The Bid instructions and Project Documents may be obtained at no cost on or about October 4, 2023 by email request to Danielle Walsh, Project Manager at dwalsh@schenectadymetroplex.org (“LPA Contact”) and will be provided electronically in PDF format.

All communication, including all technical and engineering questions related to this bid must be received no later than 4:00 p.m. on October 11, 2023, and must be submitted via email to staff noted below.

Bids will be accepted by Metroplex until 4:00 p.m. on October 18, 2023. Any proposal received after the time and date stated above will be returned to the Bidder unopened.

All Prospective bidders must obtain Project Documents from Metroplex to be placed on the official Plan Holders list to receive addenda and other bid correspondence. Bids will only be accepted from firms listed on the official Plan Holders list.

The Bids must be submitted on the official Bid Form or an exact copy by reproduction thereof and enclosed in a sealed envelope or emailed to the LPA Contact.

This bid for services includes and imposes certain restrictions on communications between the Owner and the Bidder during the procurement process. Bidders are restricted from making contacts from the date of the Notice to Bid through the date of the final award to the Owner and all communication shall be sent through LPA Contact:

Contact:

Schenectady Metroplex Development Authority
Danielle Walsh
433 State Street, 4th Floor
Schenectady, NY 12305
(518) 377-1109 ext. 3
dwalsh@schenectadymetroplex.org



SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY

BID INSTRUCTIONS

The Schenectady Metroplex Development Authority (“Metroplex”) as Local Program Administrator (“LPA”) for the Downtown Revitalization Initiative Façade Improvement Fund (“DRI Fund”) will be accepting bid proposals on behalf of Cass Hill Realty Partners, LLC (“Owner”) for the Masonry Repair Project at 271-277 State Street in the City of Schenectady, NY. The scope of work includes various repairs or replacements to masonry features and associated activities.

Metroplex as LPA for the DRI Fund shall receive all bid responses on behalf of the Owner. The Owner will make the final decision on the awarded Bidder, which may or may not be the lowest Bidder.

To qualify for the project, prospective bidders (the “Bidder”) must agree to and/or provide the following items:

- A. The attached bid form must be completed in its entirety, for all items, and signed by an authorized representative of the Contractor.
- B. PERMISSION CONTACTS: Pursuant to the DRI Fund rule, this bid for services includes and imposes certain restrictions on communications between the Bidder and Owner during the procurement process. Bidders are restricted from making contacts from the date of the Notice to Bid through final award to anyone other than Metroplex’s designated staff identified herein. All questions related to this bid, including but not limited to, technical and engineering must be submitted via email to: Danielle Walsh, Project Manager, Schenectady Metroplex Development Authority at dwalsh@schenectadymetroplex.org.
- C. The Following Exhibits are provided:

| | |
|-----------|----------------------------------|
| Exhibit A | Scope of Work |
| Exhibit B | Drawings/specifications |
| Exhibit C | Lead Survey |
| Exhibit D | Asbestos Survey |
| Exhibit E | Draft Contract |
| Exhibit F | Sales Tax Exemption Letter/ST-60 |

- D. All work items required to complete the work shall be included in the lump sum bid price. Per Exhibit F, the project is exempt from New York State and local sales tax.
- E. For purposes of this solicitation, Metroplex and the Owner hereby establish an overall goal of 30 percent for M/WBE participation: M/WBE goals are 10% WBE and 20% MBE. Bidders agree to provide meaningful participation by M/WBEs as subcontractors or suppliers in Exhibit D herein. The Authority reserves the right under the Contract to withhold payment pending receipt of the required M/WBE documentation.
- F. Submit all bids in a sealed envelope or via email clearly labeled on the front with the Contractor's name, the date, and the project name, by 4:00 p.m. on Friday October 18, 2023. Bids must be emailed to dwalsh@schenectadymetroplex.org or delivered:

Contact:

Schenectady Metroplex Development Authority
Danielle Walsh, Project Manager
433 State Street, 4th Floor.
Schenectady, NY 12305
(518) 377-1109 ext. 3
dwalsh@schenectadymetroplex.org

- G. All technical and engineering questions related to this bid must be received no later than 4:00 p.m. on October 11, 2023. All questions will be submitted in writing via email to Danielle Walsh, Project Manager.
- H. A tour of the project site can be arranged by contacting Danielle Walsh, Project Manager.
- I. Bid package should include a start/mobilization date of November 6, 2023.
- J. The Contractor shall meet insurance requirements per the provided contract and at minimum. Proof of insurance must include general liability coverage in a minimum amount of one million dollars (\$1,000,000.00) and workers' compensation coverage. The Owner, Metroplex and State of New York and the Housing Trust Fund Corporation must be listed as additional insured.

Project Name: 271-277 State Street Masonry Repair Project
Location: 271-277 State Street, City of Schenectady

Bid Form
Date: October 4, 2023



SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY

MASONRY BID FORM

Project Name: 271-277 State Street Masonry Repair Project

Contractor: _____

Trade: Masonry Repair

Due Date: October 18, 2023 at 4:00 PM

To: SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY
Attn: Danielle Walsh, Project Manager
433 State Street Center City Plaza
Schenectady, New York 12305
(518) 377-1109 ext. 3
dwalsh@schenectadymetroplex.org

In accordance with the information contained within the Bid Documents listed below and pursuant to your letter dated _____, we submit our firm lump sum proposal herewith:

1. Invitation to Bidders
2. Notice to Bidders
3. Scope of Work
4. Contract Agreement Package

Lump Sum Base: All the work required for the complete installation as defined by the Construction Documents and this Request for Proposal will be accomplished for a

Lump Sum Base Bid of: * _____ **Dollars \$** _____

*The Lump Sum Bid Price and Alternates above EXCLUDES all applicable sales and/or use taxes; INCLUDE all insurance premiums required to meet Insurance Specifications.

The following dates should be provided by the Contractor:

Installation to commence on _____ and last _____ days.

CERTIFICATION

The submitted bids include all stipulations and requirements of supplements (Addenda) numbers: _____, _____, _____ and _____ which have been received and accepted by the undersigned.

The undersigned has examined the location(s) of the proposed work and is familiar with the drawings, specifications, and other contract documents and the local conditions at the place where the work is to be done.

The undersigned have checked all of the above figures and understand that the Owner and Schenectady Metroplex Development Authority will not be responsible for any errors or omissions or the part of the undersigned in making up this bid.

The undersigned hereby certifies that the bid is genuine and not sham or collusive, or made in the interest or in the behalf of any person not herein named, and that the undersigned has not directly induced or solicited any other bidder to put in a sham bid, or any other person firm or corporation to collaborate in such a sham. And that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

The undersigned acknowledges that the bid may not be withdrawn for a period of ninety days (90) after the bid due date.

The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder fails to submit the data required by the bidding documents.

The undersigned acknowledges and has reviewed the bid invitation letter and instructions to bidder and proposes the bid in accordance with those instructions noted.

Bidder (Legal Signature): _____

Bidder (Type/Print Name): _____

Date: _____

Firm: _____

Address: _____

Phone: _____

This Bidder is a(n): (Individual ☐) (Partnership ☐) (Corporation ☐) Other: _____

EXHIBIT A

MASONRY REPAIR BID SPECIFICATION WEDGEWAY BUILDING 271-277 State Street Schenectady, NY 12305

Scope of Work, as Discussed During Site Visit, Shall Include the Following:

- Install 6 Window Lintels on West Wall, Top 2 Shall be Arched to Match Adjacent Window Detail, Lowest 4 Windows Can be Squared Off
- Repair, Replace as Necessary, and Re-Point as Necessary, Erie Blvd Brick Wall to a Height of Just Below the Second Floor Windowsills and the Ornamental Balcony for a Length of the Original Building to the Edge of the Theater Marquis Steel
- Increase Height of Door Openings on the 2nd and 3rd Floors and Finish the Jambs as a Smooth Brick Finish
- Infill 4 Microlam Openings on 3rd Floor
- Prepare a Mock-up of New Brick to be Used for Approval by SHPO and NPS

Bids Are to be Received no Later Than October 18, 2023, at 4:00 PM.

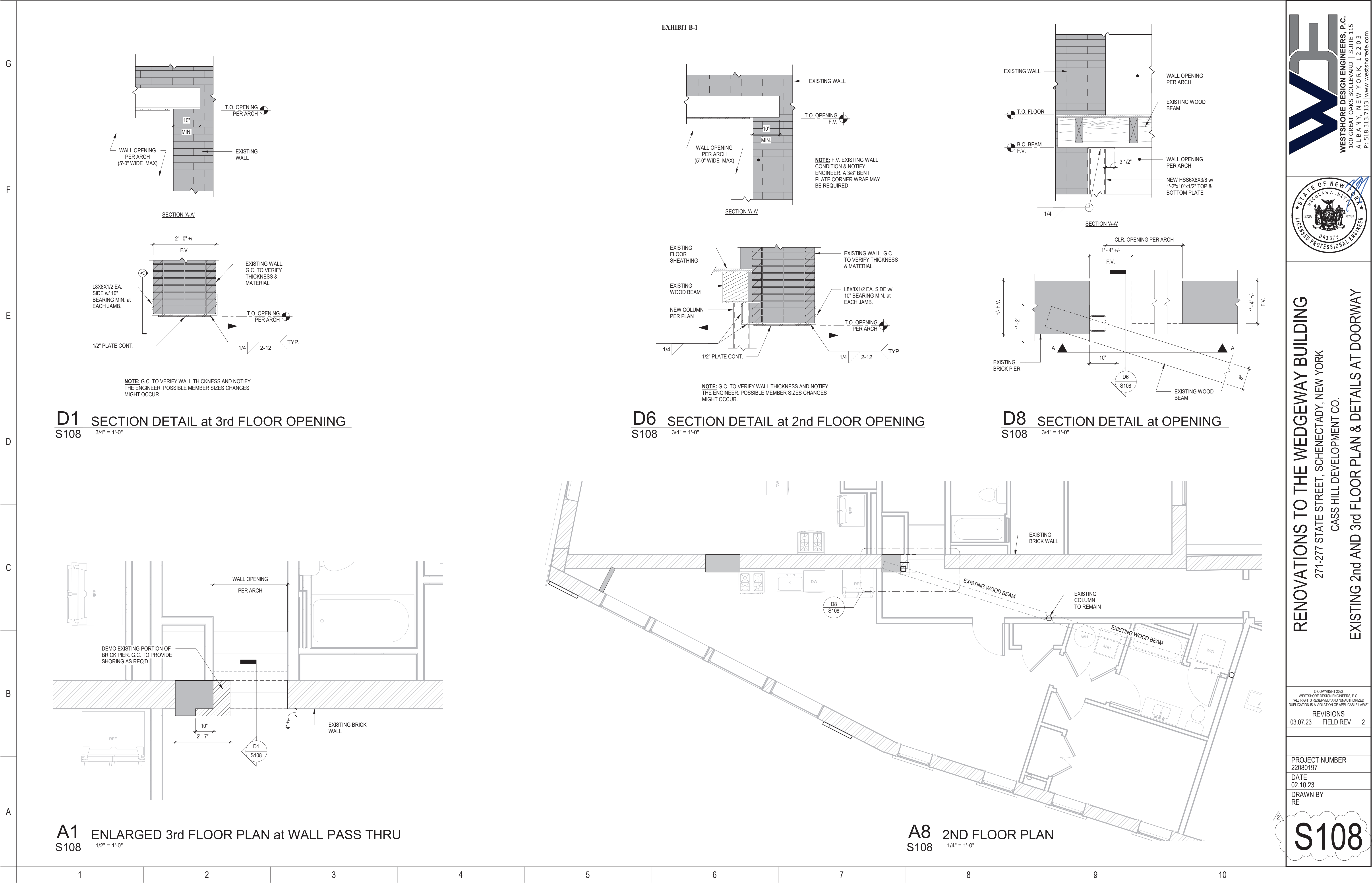
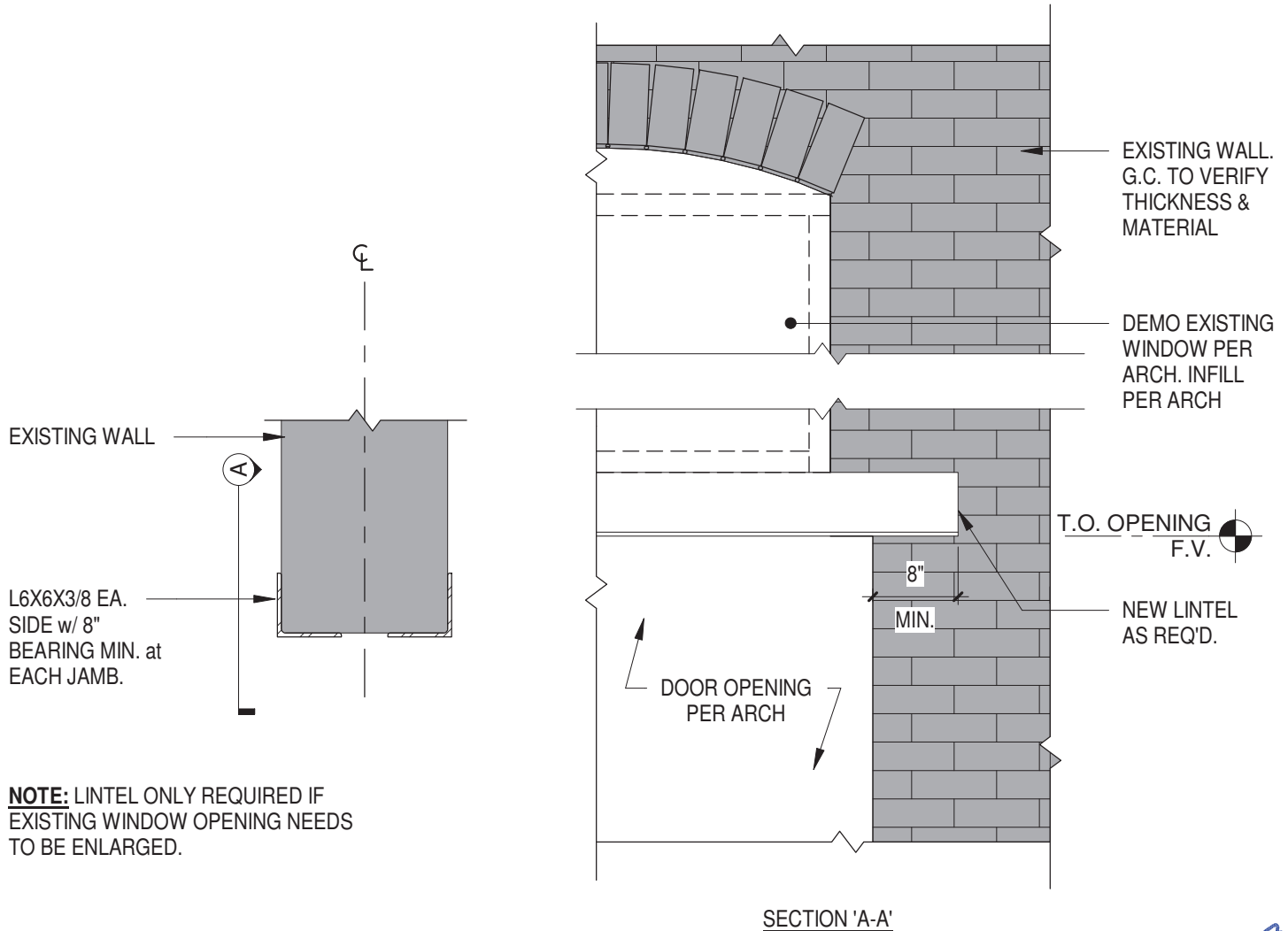


EXHIBIT B-2



WESTSHORE DESIGN ENGINEERS, P.C.
100 GREAT OAKS BOULEVARD | SUITE 115
ALBANY, NEW YORK, 12203
P: 518.313.7153 | www.westshorede.com

RENOVATIONS TO THE WEDGEWAY BUILDING

SECTION DETAIL AT CORRIDOR LINTEL (if req'd.)

Project number 22080197

Date 10/05/22

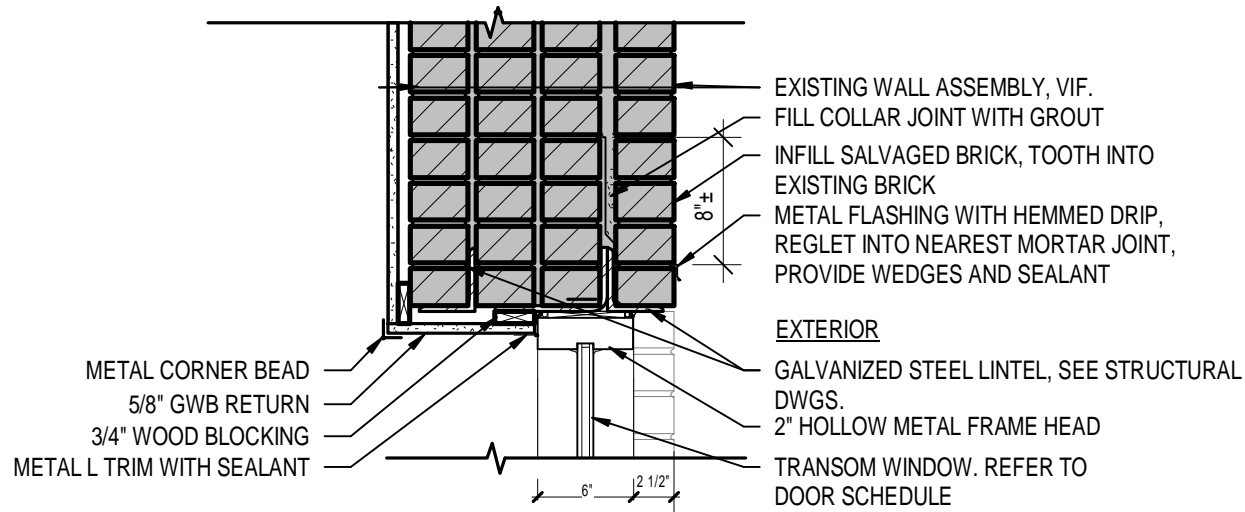
Drawn by RE

Checked by NN

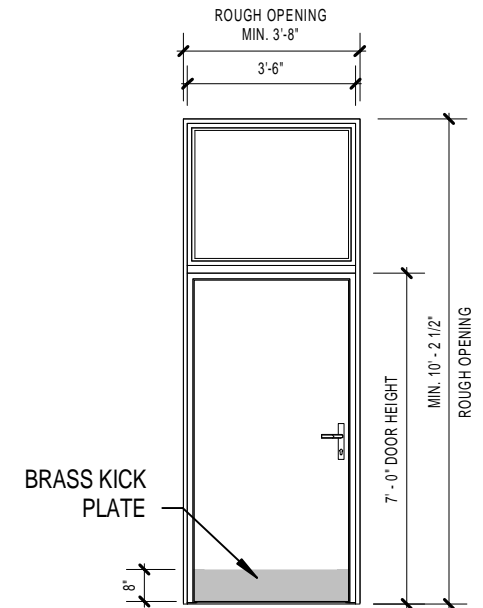
SK-2

Scale 3/4" = 1'-0"

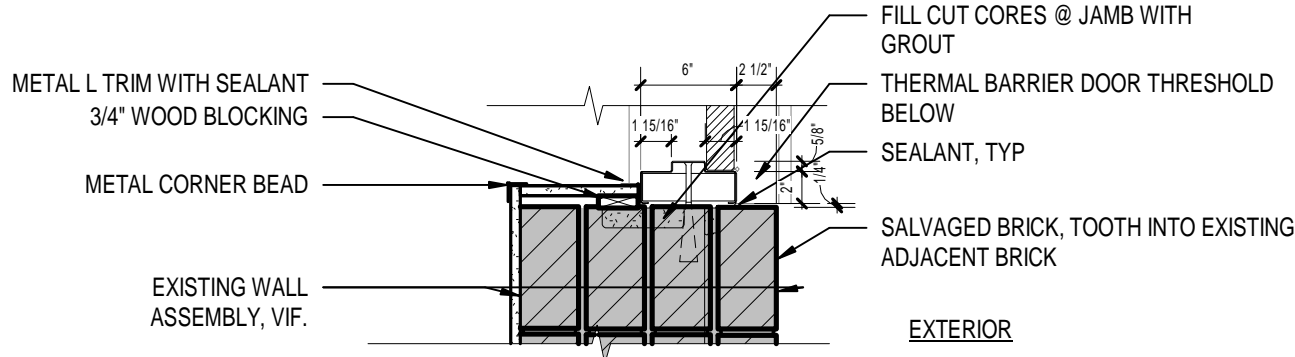
EXHIBIT B-3



HMH-B2 HEAD @ DOOR K5




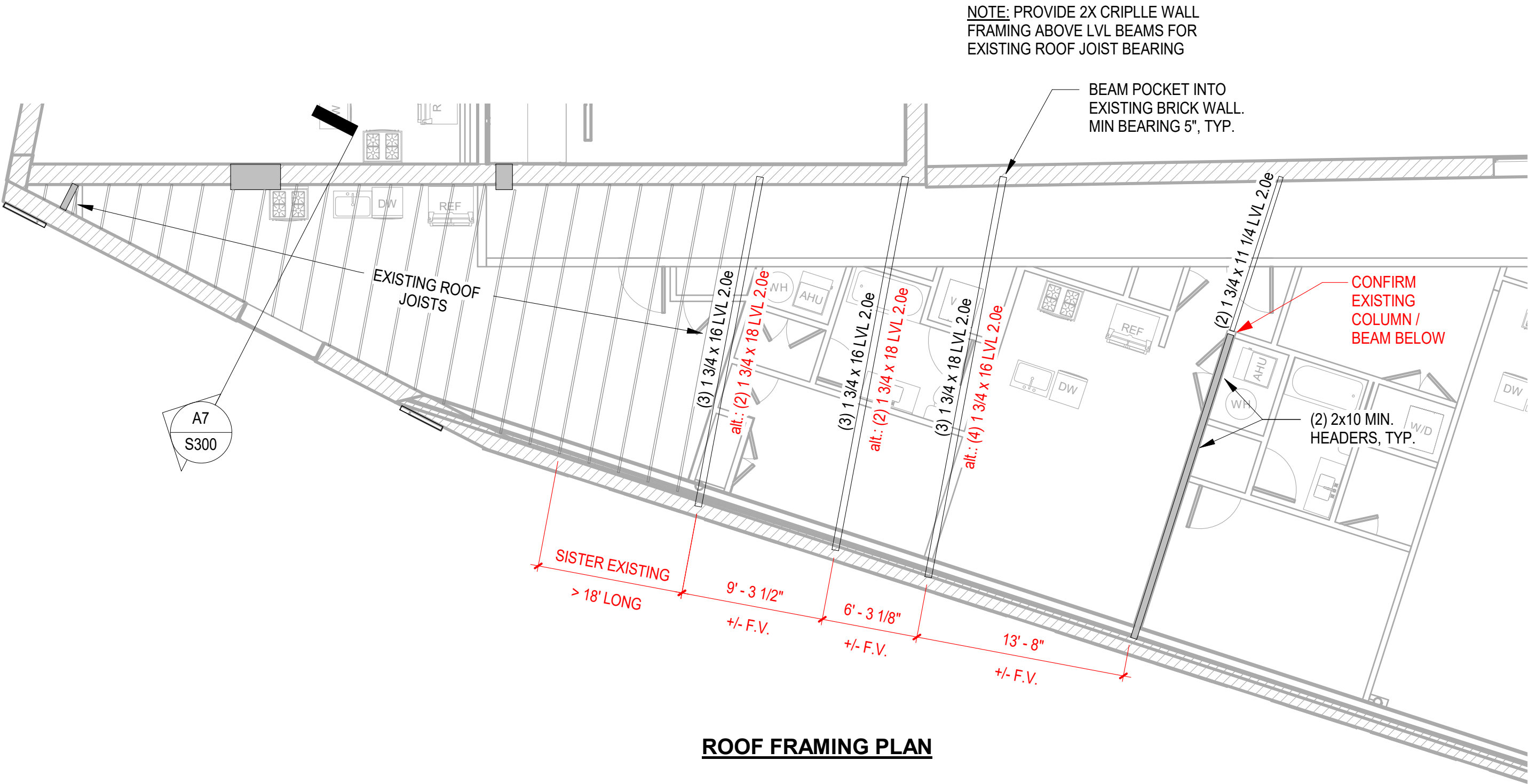
K5 DOOR OPENING
1/4" = 1'-0"



HMJ-B2 JAMB @ DOOR K5

2
SK01 HMJ-B2 JAMB DOOR 052-1
1" = 1'-0"

| | | | | | | |
|--|---|--------------------------------------|--|-------------------------|--------------------|----------------------------|
|  <div>Thaler Reilly Wilson Architecture & Preservation 25 Monroe St. Suite 202, Albany, NY 12210 518.375.1485 trw-arch.com</div> | PROJECT NAME | RENOVATIONS TO THE WEDGEWAY BUILDING | | PROJECT No. 21-017.1 | SCALE: AS NOTED | DRAWING NUMBER SK01 |
| | DRAWING TITLE | DOOR K5 DETAILS | | DATE: 05/26/23 | DRAWN BY: AM | |
| | © COPYRIGHT 2023 THALER REILLY WILSON ARCHITECTURE & PRESERVATION LLP "ALL RIGHTS RESERVED" AND "UNAUTHORIZED DUPLICATION IS A VIOLATION OF APPLICABLE LAWS" | | | | | |



ROOF FRAMING PLAN



P. O. Box 1024
Schenectady, NY 12301
(518) 346-6374 (Phone)
(518) 346-4062 (Fax)
www.4spectrum.com

December 18, 2022

Mr. Marc Paquin
Wedgeway LLC
271-277 State St.
Schenectady, NY 12305

RE: XRF Lead Inspection – 271-277 State Street, Schenectady, NY

Dear Mr. Paquin,

This report includes results of a lead paint inspection performed at 271-277 State Street, Schenectady, NY on December 1, 2022. This inspection was performed to determine the existence of lead paint on the painted components of the building. Below is our summary of findings. For details of our findings, please see the attached report.

A Heuresis Pb200i Handheld XRF Lead Paint Analyzer instrument was utilized for the purpose of this inspection. This is a non-destructive method of determining the amount of lead in a painted surface. The results are based on an action level of 1.0 milligram per square centimeter (mg/cm²). The action level is determined by the Department of Housing and Urban Development (HUD) guidelines. Results confirmed at or above 1.0 mg/cm² are indicated as “Positive”, the results confirmed below 1.0 mg/cm² are indicated as “Negative”. See the attached pages for additional detail of how the testing is performed and options that are available if lead paint has been identified. Please note that the A side of the room corresponds to the front street side of the building (State Street) and then goes clockwise with B on the left, C at the rear, and D on the right.

SUMMARY OF FINDINGS

- On the day of inspection the building was unoccupied. Some components tested positive for lead paint throughout the building. This included window wells, sills, walls, and some exterior painted components. Please see the attached spread sheet for further details.
- Based on the scope of renovations to be done, funding sources and occupancy plans, certain lead based paint safety precautions and regulations may need to be followed for worker and public safety.

Should you have any questions concerning the analysis of this report, please do not hesitate to contact our office at (518) 346-6374.

Sincerely,

Robert Lankau

Robert Lankau Jr.
Licensed Lead Paint Risk Assessor
EPA License # LBP-R-I175185-1
RLankau@4Spectrum.com
Spectrum License # LBP-2561-1



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LEAD BASED PAINT TESTING INFORMATION

AREAS TESTED

When a building is tested for lead based paint, each individual space is tested separately or as directed by the client. In many instances, a space may be a room, such as a living room, dining room, kitchen, bedroom, etc. In other cases, a space may be identified by its functional purpose, such as a hallway, stairway, basement, the exterior of the building, etc.

TESTING BUILDING COMPONENTS

In every space tested, building components will be tested based on a representative sampling method. Building components consist of walls, ceilings, floors, doors, door cases, baseboards, window sashes, window frames, etc. In each space, similar building components will be considered a homogeneous group when their age and construction are judged to be the same. In most instances, a homogeneous group of building components will have the same paint history. For example, if the windows in a room are the same color and appear to be the same age and construction, it is likely that each time the room underwent painting all of these windows were painted with the same paint.

ADDITIONAL INFORMATION

It is always important to consider the degree of risk associated with lead painted surfaces. Any activities that disturb lead based paint must be performed in compliance with applicable federal, state and local laws and regulations. We recommend the use of a professional, licensed abatement contractor for the disturbance or removal of hazardous levels of lead based paint and other lead contaminated materials. In most cases, a contractor properly trained under the mandatory Renovation, Repair and Painting (RRP) Rule that took effect in April, 2010 can also provide these services. Keep in mind that shop vacuums and most ordinary home vacuums do not have adequate filtration systems for collection and containment of hazardous materials and may aggravate lead conditions. A high efficiency particulate arresting (HEPA) vacuum is needed to remove lead contaminated dust and debris.

Different methods of abatement may include removal of the painted components, stripping of the paint from the surface and rigid or liquid encapsulation. Sometimes the owner of a property may elect to allow painted surfaces to remain in place. However, if the painted surfaces are defective they will need to be brought back to an intact paint condition. Intact painted surfaces can then be managed in place and monitored on a periodic basis. If at any time these areas should become deteriorated, immediate action should be taken to stabilize the affected surfaces. These methods are summarized in the pages that follow.



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RECOMMENDATIONS FOR LEAD

When lead paint is identified above the federal action level there may be options for handling the project. One of the following response actions should be performed by a contractor licensed in lead abatement.

REMOVAL

This entails the actual removal of the component that the confirmed lead in paint is located on. This can include, but is not limited to the doors, cases, windows, floors, chair rails, etc.

PAINT STRIPPING

This process entails the removal of the confirmed lead paint down to the bare substrate either with abrasive or chemical stripping processes.

RIGID ENCAPSULATION

This process entails the use of any firm or liquid material to cover a confirmed lead paint component, i.e. vinyl siding over wood siding, drywall over a plaster wall or ceiling surface, etc. It is important that the covered component is monitored on an ongoing basis to assure the encapsulation remains intact.

LIQUID ENCAPSULATION-

Liquid encapsulation is performed using a heavy consistency paint coating that is regulated and approved by a state authority. It is applied over a non-friction surface in an approved thickness to contain the lead painted surface. It is important that the covered component is monitored on an ongoing basis to assure the encapsulation remains intact.

MONITOR IN PLACE-INTACT

Sometimes a lead painted surface, if the paint condition is intact, can be monitored on a regular basis to assure the lead painted surface remains in good condition, and thereby a "lead-safe" surface. If the surface ever becomes defective it should be reassessed for additional treatment.

ADDITIONAL INFORMATION

HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing
http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/lbp/hudguidelines

HUD-Lead Action Levels for Risk Assessment and Clearance; Clearance of Porch Floors
<https://www.hud.gov/sites/documents/LEADDUSTCLEARANCE.PDF>

EPA Lead Information
<https://www.epa.gov/lead/learn-about-lead>

EPA Renovation, Repair and Painting Program
<http://www.epa.gov/lead/renovation-repair-and-painting-program>

Lead Poisoning Prevention Educational Materials
<https://www.health.ny.gov/environmental/lead/materials.htm>



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REPORT DISCLAIMER

The information provided in this report is limited by the scope of the information requested by the client. Not all inspections yield information regarding the presence of Lead and the existence of Lead hazards in all media. You are advised to clarify the scope of the inspection provided with the inspector.

It is generally acknowledged that the level of lead in or on any surface will determine the extent of a potential hazard. Accordingly, any change in the condition of the property in question will alter the validity of the inspection report provided herewith. The accuracy of any lead investigation performed is, therefore, limited to the condition of the property at the time the investigation was conducted. The samples or readings taken represent the specific targeted area. Alternate areas, if targeted, may yield different results. The inspector assumes no responsibility for retesting or reinvestigating the property to determine changed conditions. Any and all changes in the premises or its condition may result in the creation of lead hazards not in existence at the time of the inspection.

Not every area was tested or was accessible for testing. The inspector makes no representation with respect to the presence of lead or the condition of any areas not tested. Any areas which were not tested may, if tested, yield results which vary from the targeted areas that have been analyzed. The client is advised to take such factors into account when undertaking any activities which may have an impact upon such areas.

This report is intended only for the benefit of the inspector and the client and does not create any rights to any third parties. Use of these test results or reports or other materials by the client without written permission or adaptation by Spectrum Environmental Associates, Inc. (Spectrum) for the specific purpose intended shall be at the user's sole risk, without liability on Spectrum's part, and the client agrees to indemnify and hold Spectrum harmless from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized use.

| | | | | | | | | | |
|-------------------------|-------------------------|---|-----------------|--------------------|-----------|----------------------|----------------------|-------------|--|
| Company | Heuresis Corp. | | | | | | | | |
| Model | Pb200i | | | | | | | | |
| Type | XRF Lead Paint Analyzer | | | | | | | | |
| Serial Num. | 1342 | | | | | | | | |
| App Version | Pb200i-REL-4.0-29 | | | | | | | | |
| Project | 22-613 | 271-277 State Street, Schenectady NY | | | | | | | |
| | | | | | | | | | |
| | Reading # | Result (mg/cm ²) | Result | Room | Wall Side | Component | Substrate | CALIBRATION | |
| 277 State Street | | | | | | | | | |
| | 1 | 0.9 | | | | | | YES | |
| | 2 | 0.9 | | | | | | YES | |
| | 3 | 0.1 | Negative | Front Entry | A | Wall | Wallboard | | |
| | 4 | 0.1 | Negative | Front Entry | B | Window Case | Wood | | |
| | 5 | 0.2 | Negative | Front Entry | D | Window Case | Wood | | |
| | 6 | 4.9 | Positive | Front Entry | A | Column | Masonry | | |
| | 7 | 4.3 | Positive | Hallway | A | Column | Masonry | | |
| | 8 | 0.2 | Negative | Hallway | C | Window Case | Wood | | |
| | 9 | 1.5 | Positive | Hallway | B | Radiator | Metal | | |
| | 10 | 1.7 | Positive | Hallway | B | Column | Masonry | | |
| | 11 | 12.2 | Positive | Hallway | A | Textured Wall | Masonry | | |
| | 12 | 0.1 | Negative | Tattoo Shop | B | Window Case | Wood | | |
| | 13 | 0.3 | Negative | Tattoo Shop | B | Window Sill | Wood | | |
| | 14 | 0.2 | Negative | Tattoo Shop | C | Wall | Wallboard | | |
| | 15 | 5.8 | Positive | Tattoo Shop | A | Ceiling | Ceiling Board | | |
| | 16 | 8.2 | Positive | Tattoo Shop | A | Pole | Metal | | |
| | 17 | 0.5 | Negative | Tattoo Shop | A | Wall | Wallboard | | |
| | 18 | 1.1 | Positive | Tattoo Shop | D | Window Sill | Wood | | |
| | 19 | 0.8 | Negative | Tattoo Shop | B | Baseboard | Wood | | |
| | 20 | 1.1 | Positive | Tattoo Shop | D | Window Sash | Wood | | |
| | 21 | 0.2 | Negative | Tattoo Shop | A | Door | Wood | | |
| | 22 | 0.3 | Negative | Tattoo Shop | B | Door Case | Wood | | |
| | 23 | 0.4 | Negative | Tattoo Shop | C | Door Frame | Wood | | |
| | 24 | 0.5 | Negative | Barber Shop | D | Wall | Wallboard | | |

| | | | | | | | | | |
|-------------|-------------------------|---|-----------------|------------------------|-----------|--------------------|----------------|-------------|--|
| Company | Heuresis Corp. | | | | | | | | |
| Model | Pb200i | | | | | | | | |
| Type | XRF Lead Paint Analyzer | | | | | | | | |
| Serial Num. | 1342 | | | | | | | | |
| App Version | Pb200i-REL-4.0-29 | | | | | | | | |
| Project | 22-613 | 271-277 State Street, Schenectady NY | | | | | | | |
| | | | | | | | | | |
| | Reading # | Result (mg/cm ²) | Result | Room | Wall Side | Component | Substrate | CALIBRATION | |
| | 25 | 2.6 | Positive | Barber Shop | D | Window Sash | Wood | | |
| | 26 | 2.7 | Positive | Barber Shop | D | Window Case | Wood | | |
| | 27 | 2.1 | Positive | Barber Shop | B | Door | Wood | | |
| | 28 | 0.2 | Negative | Barber Shop | B | Door Frame | Wood | | |
| | 29 | 0.3 | Negative | Barber Shop | B | Door Jam | Wood | | |
| | 30 | 0.7 | Negative | Barber Shop | C | Wall | Wood | | |
| | 31 | 0.2 | Negative | Pub | A | Wall | Wood | | |
| | 32 | 0.1 | Negative | Pub | A | Baseboard | Wood | | |
| | 33 | 0.2 | Negative | Pub | D | Window Case | Wood | | |
| | 34 | 0 | Negative | Pub | A | Door | Wood | | |
| | 35 | 0.1 | Negative | Pub | A | Window sill | Metal | | |
| | 36 | 0.2 | Negative | Pub | A | Door Jam | Metal | | |
| | 37 | 0.2 | Negative | Pub | A | Wall | Brick | | |
| | 38 | 0.5 | Negative | Pub | B | Wall | Brick | | |
| | 39 | 0.8 | Negative | Pub | A | Ceiling | CeilingBoard | | |
| | 40 | 0.4 | Negative | Basement | B | Wall | Masonry | | |
| | 41 | 0.5 | Negative | Basement | A | Wall | Masonry | | |
| | 42 | 12.4 | Positive | Basement | A | Door | Wood | | |
| | 43 | 3.2 | Positive | Stairway to Fl2 | D | Column | Masonry | | |
| | 44 | 1.4 | Positive | Stairway to Fl2 | D | Wall | Masonry | | |
| | 45 | 0.2 | Negative | Stairway to Fl2 | B | Riser | Metal | | |
| | 46 | 0.2 | Negative | Stairway to Fl2 | B | Stringer | Metal | | |
| | 47 | 2.5 | Positive | Floor 2 Front | D | Window Sill | Wood | | |
| | 48 | 1.7 | Positive | Floor 2 Front | D | Window Sash | Wood | | |
| | 49 | 1.5 | Positive | Floor 2 Front | D | Window Case | Wood | | |

| | | | | | | | | | |
|-------------|-------------------------|---|-----------------|------------------------|-----------|-------------|----------------|-------------|--|
| Company | Heuresis Corp. | | | | | | | | |
| Model | Pb200i | | | | | | | | |
| Type | XRF Lead Paint Analyzer | | | | | | | | |
| Serial Num. | 1342 | | | | | | | | |
| App Version | Pb200i-REL-4.0-29 | | | | | | | | |
| Project | 22-613 | 271-277 State Street, Schenectady NY | | | | | | | |
| | | | | | | | | | |
| | Reading # | Result (mg/cm ²) | Result | Room | Wall Side | Component | Substrate | CALIBRATION | |
| | 50 | 2.6 | Positive | Floor 2 Hallway | B | Wall | Masonry | | |
| | 51 | 0.3 | Negative | Floor 2 Rm210-220 | D | Window Case | Wood | | |
| | 52 | 0.3 | Negative | Floor 2 Rm210-220 | D | Window Sash | Wood | | |
| | 53 | 0.3 | Negative | Floor 2 Rm210-220 | D | Window Sill | Wood | | |
| | 54 | 0.6 | Negative | Floor 2 Rm210-220 | D | Wall | Wallboard | | |
| | 55 | 0.4 | Negative | Floor 2 Rm210-220 | B | Baseboard | Wood | | |
| | 56 | 0.3 | Negative | Floor 2 Rm210-220 | D | Window Case | Wood | | |
| | 57 | 0.2 | Negative | Floor 2 Rm210-220 | D | Window Sash | Wood | | |
| | 58 | 0.2 | Negative | Floor 2 Ladies Rm | C | Window Sill | Wood | | |
| | 59 | 0.3 | Negative | Floor 2 Ladies Rm | A | Door | Wood | | |
| | 60 | 0.2 | Negative | Floor 2 Ladies Rm | C | Window Sill | Wood | | |
| | 61 | 0.2 | Negative | Floor 2 Ladies Rm | C | Wall | Wood | | |
| | 62 | 0.2 | Negative | Floor 2 Ladies Rm | B | Door | Wood | | |
| | 63 | 0.4 | Negative | Floor 2 Rm 224 | D | Window Case | Wood | | |
| | 64 | 0.2 | Negative | Floor 2 Rm 224 | D | Window Sash | Wood | | |
| | 65 | 0.3 | Negative | Floor 2 Rm 224 | D | Window Sill | Wood | | |
| | 66 | 0.1 | Negative | Floor 2 Rm 224 | C | Wall | Wallboard | | |
| | 67 | 0.1 | Negative | Floor 2 Rm 224 | C | Door | Wood | | |
| | 68 | 0.1 | Negative | Floor 2 Rm 224 | D | Window Case | Wood | | |
| | 69 | 0.1 | Negative | Floor 2 Rm 224 | D | Window Sash | Wood | | |
| | 70 | 0 | Negative | Floor 2 Rm 224 | D | Window Sill | Wood | | |
| | 71 | 0.1 | Negative | Floor 2 Rm 224 | B | Door | Wood | | |
| | 72 | 0.2 | Negative | Floor 3 Front | D | Window Sill | Wood | | |
| | 73 | 0.2 | Negative | Floor 3 Front | D | Wall | Wallboard | | |
| | 74 | 0.3 | Negative | Floor 3 Front | C | Door | Wood | | |

| | | | | | | | | | |
|-------------|-------------------------|---|-----------------|--------------------------|-----------|-------------|----------------|-------------|--|
| Company | Heuresis Corp. | | | | | | | | |
| Model | Pb200i | | | | | | | | |
| Type | XRF Lead Paint Analyzer | | | | | | | | |
| Serial Num. | 1342 | | | | | | | | |
| App Version | Pb200i-REL-4.0-29 | | | | | | | | |
| Project | 22-613 | 271-277 State Street, Schenectady NY | | | | | | | |
| | | | | | | | | | |
| | Reading # | Result (mg/cm ²) | Result | Room | Wall Side | Component | Substrate | CALIBRATION | |
| | 75 | 0.3 | Negative | Floor 3 Front | D | Window Sill | Wood | | |
| | 76 | 0.2 | Negative | Floor 3 Front | B | Wall | Wallboard | | |
| | 77 | 0.3 | Negative | Floor 3 Front | A | Door | Wood | | |
| | 78 | 0.9 | Negative | Floor 3 Front | B | Window Case | Wood | | |
| | 79 | 0.9 | Negative | Floor 3 Front | B | Window Sash | Wood | | |
| | 80 | 0.5 | Negative | Floor 3 Hallway | B | Window Sill | Wood | | |
| | 81 | 0.3 | Negative | Floor 3 Hallway | B | Door | Wood | | |
| | 82 | 0.3 | Negative | Floor 3 Hallway | D | Window Sill | Wood | | |
| | 83 | 1.5 | Positive | Floor 3 Hallway | B | Wall | Masonry | | |
| | 84 | 0.7 | Negative | Floor 3 Rm 34 | A | Door | Wood | | |
| | 85 | 0.6 | Negative | Floor 3 Rm 34 | A | Door Frame | Wood | | |
| | 86 | 0.6 | Negative | Floor 3 Rm 34 | B | Baseboard | Wood | | |
| | 87 | 0.6 | Negative | Floor 3 Rm 34 | B | Window Sash | Wood | | |
| | 88 | 0.2 | Negative | Floor 4 Office | D | Window Case | Wood | | |
| | 89 | 0.3 | Negative | Floor 4 Office | D | Wall | Wallboard | | |
| | 90 | 0.4 | Negative | Floor 4 Office | D | Window Sill | Wood | | |
| | 91 | 0.2 | Negative | Floor 4 Office | C | Door | Wood | | |
| | 92 | 0.3 | Negative | Floor 4 Office | B | Window Sill | Wood | | |
| | 93 | 0.3 | Negative | Floor 4 Office | B | Wall | Wallboard | | |
| | 94 | 0.3 | Negative | Floor 4 Mens Room | A | Door | Wood | | |
| | 95 | 3.3 | Positive | Floor 4 Mens Room | C | Wall | Masonry | | |
| | 96 | 0.3 | Negative | Floor 4 Mens Room | B | Door | Wood | | |
| | 97 | 0.3 | Negative | Floor 4 Mens Room | B | Door Frame | Wood | | |
| | 98 | 0.3 | Negative | Floor 4 Mens Room | B | Door | Wood | | |
| | 99 | 0.4 | Negative | Floor 5 Apartments | B | Door Frame | Wood | | |

| | | | | | | | | | |
|-------------------------|-------------------------|---|-----------------|---------------------------|-----------|----------------------|----------------|-------------|--|
| Company | Heuresis Corp. | | | | | | | | |
| Model | Pb200i | | | | | | | | |
| Type | XRF Lead Paint Analyzer | | | | | | | | |
| Serial Num. | 1342 | | | | | | | | |
| App Version | Pb200i-REL-4.0-29 | | | | | | | | |
| Project | 22-613 | 271-277 State Street, Schenectady NY | | | | | | | |
| | | | | | | | | | |
| | Reading # | Result (mg/cm ²) | Result | Room | Wall Side | Component | Substrate | CALIBRATION | |
| | 100 | 0.4 | Negative | Floor 5 Apartments | A | Wall | Wallboard | | |
| | 101 | 0.4 | Negative | Floor 5 Apartments | D | Window Sash | Wood | | |
| | 102 | 0.2 | Negative | Floor 5 Apartments | D | Window Case | Wood | | |
| | 103 | 0.3 | Negative | Floor 5 Apartments | D | Wall | Wood | | |
| | 104 | 0.2 | Negative | Floor 5 Apartments | D | Window Sill | Wood | | |
| | 105 | 0.2 | Negative | Floor 5 Apartments | D | Baseboard | Wood | | |
| | 106 | 0.3 | Negative | Floor 5 Apartments | D | Window Sill | Wood | | |
| | 107 | 0.3 | Negative | Floor 5 Apartments | B | Wall | Wallboard | | |
| | 108 | 0.3 | Negative | Floor 5 Apartments | B | Door | Wood | | |
| | 109 | 1.1 | Positive | Floor 5 Apartments | D | Wall | Masonry | | |
| 275 State Street | | | | | | | | | |
| | 110 | 0.7 | Negative | Front Store Room | D | Wall | Wallboard | | |
| | 111 | 0.4 | Negative | Front Store Room | D | Window Case | Wood | | |
| | 112 | 0.3 | Negative | Front Store Room | D | Column | Wallboard | | |
| | 113 | 0.2 | Negative | Front Store Room | B | Wall | Wallboard | | |
| | 114 | 0.1 | Negative | Front Store Room | A | Ceiling | Ceilingboard | | |
| | 115 | 2.5 | Positive | Front Store Room | B | Textured Wall | Masonry | | |
| | 116 | 0.5 | Negative | Front Store Room | C | Door | Wood | | |
| | 117 | 0.2 | Negative | Center Room | C | Door | Wood | | |
| | 118 | 3.8 | Positive | Center Room | D | Column | Masonry | | |
| | 119 | 0.1 | Negative | Rear Room | B | Wall | Wallboard | | |
| | 120 | 0.2 | Negative | Front Black Room | B | Wall | Wallboard | | |
| | 121 | 0.4 | Negative | Front Black Room | D | Wall | Wallboard | | |
| | 122 | 0.2 | Negative | Front Black Room | B | Wall | Wallboard | | |
| | 123 | 0.2 | Negative | Front Black Room | C | Door | Wood | | |

| | | | | | | | | | |
|-------------------------|-------------------------|---|-----------------|--------------------|-----------|------------------|--------------|-------------|--|
| Company | Heuresis Corp. | | | | | | | | |
| Model | Pb200i | | | | | | | | |
| Type | XRF Lead Paint Analyzer | | | | | | | | |
| Serial Num. | 1342 | | | | | | | | |
| App Version | Pb200i-REL-4.0-29 | | | | | | | | |
| Project | 22-613 | 271-277 State Street, Schenectady NY | | | | | | | |
| | | | | | | | | | |
| | Reading # | Result (mg/cm ²) | Result | Room | Wall Side | Component | Substrate | CALIBRATION | |
| | 124 | 0.1 | Negative | Front Black Room | C | Door Case | Wood | | |
| | 125 | 0.2 | Negative | Front Black Room | B | Wall | Wallboard | | |
| | 126 | 0.3 | Negative | Rear Stairs | A | Wall | Wallboard | | |
| | 127 | 1.1 | Positive | Rear Stairs | A | Stringer | Metal | | |
| | 128 | 0.1 | Negative | Rear Stairs | A | Banister | Metal | | |
| | 129 | 1.3 | Positive | Rear Stairs | A | Riser | Metal | | |
| | 130 | 1.2 | Positive | Rear Stairs | A | Tread | Metal | | |
| | 131 | 0.5 | Negative | Rear Stairs | C | Wall | Wallboard | | |
| | 132 | 0.2 | Negative | Rear Stairs | B | Wall | Wallboard | | |
| | 133 | 6 | Positive | Rear Stairs | A | Door Case | Metal | | |
| | 134 | 4.8 | Positive | Rear Stairs | A | Door | Metal | | |
| | 135 | 0.1 | Negative | Floor 2 | A | Wall | Wallboard | | |
| | 136 | 0.7 | Negative | Floor 2 | A | Window Frame | Wood | | |
| | 137 | 0.1 | Negative | Floor 2 | A | Window Sill | Wood | | |
| | 138 | 1.1 | Negative | Floor 2 | D | Door | Wood | | |
| | 139 | 5.7 | Positive | Basement | D | Door Case | Wood | | |
| | 140 | 6.4 | Positive | Basement | D | Door | Wood | | |
| | 141 | 0.4 | Negative | Basement | B | Wall | Masonry | | |
| | 142 | 0.3 | Negative | Basement | D | Wall | Masonry | | |
| | 143 | 0.4 | Negative | Basement | A | Door | Wood | | |
| | 144 | 0.6 | Negative | Basement | A | Stinger | Wood | | |
| | 145 | 9.5 | Positive | Basement | D | Door | Wood | | |
| | 146 | 0.1 | Negative | Basement | A | Wall | Brick | | |
| 273 State Street | | | | | | | | | |
| | 147 | 0.4 | Negative | Front Store Room | B | Wall | Wallboard | | |

| | | | | | | | | | |
|-------------------------|-------------------------|---|-----------------|------------------------|-----------|-------------|----------------|-------------|--|
| Company | Heuresis Corp. | | | | | | | | |
| Model | Pb200i | | | | | | | | |
| Type | XRF Lead Paint Analyzer | | | | | | | | |
| Serial Num. | 1342 | | | | | | | | |
| App Version | Pb200i-REL-4.0-29 | | | | | | | | |
| Project | 22-613 | 271-277 State Street, Schenectady NY | | | | | | | |
| | | | | | | | | | |
| | Reading # | Result (mg/cm ²) | Result | Room | Wall Side | Component | Substrate | CALIBRATION | |
| | 148 | 0.2 | Negative | Front Store Room | A | Wall | Wallboard | | |
| | 149 | 0.3 | Negative | Front Store Room | B | Wall | Wallboard | | |
| | 150 | 0.3 | Negative | Front Store Room | D | Wall | Wallboard | | |
| | 151 | 0.2 | Negative | Center Room | C | Door | Wood | | |
| | 152 | 0.2 | Negative | Center Room | C | Door Frame | Wood | | |
| | 153 | 0 | Negative | Center Room | D | Wall | Wallboard | | |
| | 154 | 0.2 | Negative | Center Room | B | Wall | Wallboard | | |
| | 155 | 1.3 | Positive | Rear Upper Room | C | Wall | Masonry | | |
| | 156 | 0.2 | Negative | Rear Upper Room | C | Window Sill | Wood | | |
| | 157 | 0.2 | Negative | Rear Upper Room | A | Door | Wood | | |
| 271 State Street | | | | | | | | | |
| | 158 | 0.4 | Negative | Stairway | A | Door | Wood | | |
| | 159 | 0.3 | Negative | Stairway | A | Door Frame | Wood | | |
| | 160 | 0.4 | Negative | Stairway | D | Wall | Wallboard | | |
| | 161 | 0.9 | Negative | Stairway | D | Wall | Wallboard | | |
| | 162 | 0.7 | Negative | Stairway | D | Stinger | Metal | | |
| | 163 | 0.2 | Negative | Stairway | D | Banister | Metal | | |
| | 164 | 0.2 | Negative | Stairway | D | Wall | Wallboard | | |
| | 165 | 0.2 | Negative | Floor 2 Hall | A | Wall | Wallboard | | |
| | 166 | 0.3 | Negative | Floor 2 Hall | A | Window Case | Wood | | |
| | 167 | 0.8 | Negative | Floor 2 Hall | A | Door Frame | Wood | | |
| | 168 | 0.1 | Negative | Floor 2 Hall | A | Door | Wood | | |
| | 169 | 0.2 | Negative | Floor 2 Hall | B | Baseboard | Wood | | |
| | 170 | 0.1 | Negative | Floor 2 Rm 1&2 | C | Wall | Wallboard | | |
| | 171 | 0.1 | Negative | Floor 2 Rm 1&2 | B | Wall | Wallboard | | |

| | | | | | | | | | |
|-------------|-------------------------|---|-----------------|--------------------------|-----------|-----------------------|----------------|-------------|--|
| Company | Heuresis Corp. | | | | | | | | |
| Model | Pb200i | | | | | | | | |
| Type | XRF Lead Paint Analyzer | | | | | | | | |
| Serial Num. | 1342 | | | | | | | | |
| App Version | Pb200i-REL-4.0-29 | | | | | | | | |
| Project | 22-613 | 271-277 State Street, Schenectady NY | | | | | | | |
| | | | | | | | | | |
| | Reading # | Result (mg/cm ²) | Result | Room | Wall Side | Component | Substrate | CALIBRATION | |
| | 172 | 0.1 | Negative | Floor 2 Rm 1&2 | A | Window Case | Wood | | |
| | 173 | 0.4 | Negative | Floor 2 Rm 1&2 | A | Window Sash | Wood | | |
| | 174 | 0.3 | Negative | Floor 2 Rm 1&2 | B | Baseboard | Wood | | |
| | 175 | 0.1 | Negative | Floor 2 Rm 1&2 | B | Door Frame | Wood | | |
| | 176 | 0.6 | Negative | Floor 2 Rm 1&2 | A | Door Frame | Wood | | |
| | 177 | 3.1 | Positive | Floor 2 Hall Bath | B | Wall | Masonry | | |
| | 178 | 0.2 | Negative | Floor 2 Hall Bath | C | Window Case | Wood | | |
| | 179 | 0.2 | Negative | Floor 2 Hall Bath | C | Window Sill | Wood | | |
| | 180 | 0.2 | Negative | Floor 2 Hall Bath | A | Door | Metal | | |
| | 181 | 2.5 | Positive | Floor 2 Hall Bath | C | Wall | Masonry | | |
| | 182 | 0.1 | Negative | Stairway | A | Baluster | Metal | | |
| | 183 | 0.2 | Negative | Stairway | A | Stringer | Metal | | |
| | 184 | 0.3 | Negative | Stairway | C | Wall | Wallboard | | |
| | 185 | 0.2 | Negative | Stairway | C | Door | Metal | | |
| | 186 | 0.2 | Negative | Stairway | C | Door Frame | Metal | | |
| | 187 | 0 | Negative | Stairway | C | Window Sill | Wood | | |
| | 188 | 0.1 | Negative | Stairway | C | Window Frame | Wood | | |
| | 189 | 0 | Negative | Stairway | A | Tread | Metal | | |
| | 190 | 0.3 | Negative | Floor 3 | B | Wall | Wood | | |
| | 191 | 0.2 | Negative | Floor 3 | A | Door Frame | Wood | | |
| | 192 | 0.5 | Negative | Floor 3 | A | Window Frame | Wood | | |
| | 193 | 0.1 | Negative | Floor 3 | A | Window Sash | Wood | | |
| | 194 | 1.1 | Positive | Floor 3 | A | Support Column | Metal | | |
| | 195 | 0.3 | Negative | Floor 3 | D | Wall | Wallboard | | |
| | 196 | 0.2 | Negative | Exterior | D | Wall | Masonry | | |

| | | | | | | | | | |
|-------------|-------------------------|---|-----------------|-----------------|-----------|--------------------|-------------|-------------|--|
| Company | Heuresis Corp. | | | | | | | | |
| Model | Pb200i | | | | | | | | |
| Type | XRF Lead Paint Analyzer | | | | | | | | |
| Serial Num. | 1342 | | | | | | | | |
| App Version | Pb200i-REL-4.0-29 | | | | | | | | |
| Project | 22-613 | 271-277 State Street, Schenectady NY | | | | | | | |
| | | | | | | | | | |
| | Reading # | Result (mg/cm²) | Result | Room | Wall Side | Component | Substrate | CALIBRATION | |
| | 197 | 0.4 | Negative | Exterior | D | Door | Metal | | |
| | 198 | 5.6 | Positive | Exterior | D | Window Sill | Wood | | |
| | 199 | 0.2 | Negative | Exterior | D | Window Frame | Wood | | |
| | 200 | 8.7 | Positive | Exterior | D | Window Sash | Wood | | |
| | 201 | 0.2 | Negative | Exterior | D | Door | Wood | | |
| | 202 | 0.1 | Negative | Exterior | D | Door Frame | Wood | | |
| | 203 | 0.2 | Negative | Exterior | D | Window Sill | Wood | | |
| | 204 | 12.9 | Positive | Exterior | D | Window Sash | Wood | | |
| | 205 | 0.2 | Negative | Exterior | D | Door | Wood | | |
| | 206 | 0.2 | Negative | Exterior | D | Wall | Masonry | | |
| | 207 | 0.3 | Negative | Exterior | C | Door | Metal | | |
| | 208 | 0.3 | Negative | Exterior | C | Door Frame | Metal | | |
| | 209 | 0.7 | Negative | Exterior | C | Wall | Brick | | |
| | 210 | 0.8 | | | | | | YES | |
| | 211 | 1.1 | | | | | | YES | |



P. O. Box 1024
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www.4spectrum.com

ASBESTOS RENOVATION SURVEY/INSPECTION

FOR

**BUILDINGS EXTERIOR
271-277 STATE ST.
SCHENECTADY, NY 12305**

SPECTRUM PROJECT No.: 22-613

**DECEMBER 16, 2022
REVISED FEBRUARY 1, 2023**

PREPARED FOR:

**WEDGEWAY LLC
271-277 STATE ST.
SCHENECTADY, NY 12305**

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SECTION I - INTRODUCTION

On December 2, 2022 & January 30, 2023, Spectrum Environmental Associates, Inc. (Spectrum) conducted a survey for the presence of asbestos containing materials at the building exterior located at 271-277 State St in Schenectady, NY. Mr. Nate Martin (Asbestos Inspector #21-04856) conducted this inspection following procedures and guidelines commonly used and accepted by federal and state regulations. The objective of the survey was to identify the presence and approximate locations and quantities of suspect and/or confirmed asbestos containing materials.

An initial walkthrough of the designated areas was conducted by an experienced asbestos inspector to observe and record materials used in the construction of the building. The inspector proceeded by assessing floors, walls, ceilings, surfacing materials, thermal systems insulation, roofing materials and other miscellaneous materials with the potential to contain asbestos. From observations, the inspector prepared a listing of building materials that are suspected to contain asbestos. The inspector selected these materials for inclusion in the inspection through professional experience and an understanding of the historical uses of asbestos. Generally speaking, if a building material within a structure could contain asbestos, the material was included in the inspection.

Materials included in the survey were identified and recorded with respect to grouped homogeneous sampling areas. Representative bulk material samples were collected from locations within each homogeneous sampling area. Sampling information was recorded on chain of custody forms for documentation. Samples were individually preserved within a container and transported to an independent laboratory for asbestos analysis.

Laboratory analysis of asbestos samples via polarized light microscopy (PLM) and/or transmission electron microscopy (TEM) was conducted by AmeriSci of New York, New York (ELAP# 11480, NVLAP# 200546-0). Sample analysis was conducted as follows:

- “Friable” Asbestos Samples – PLM
- “Non-Friable” Organically Bound (NOB) Asbestos Samples – PLM and, if negative, TEM for confirmation as required under NYSDOH-ELAP regulations.

SECTION II - LIMITATIONS

The information provided in this report was compiled from field and laboratory data obtained during the site visit. Observations noted and recorded are intended to represent the conditions that existed at the subject site at the time and date that the observations were made.

Spectrum has not conducted its own analytical, but has utilized an independent NYS-DOH ELAP approved laboratory to provide the analytical results contained in this report. All discussions, findings, and conclusions are based on information that Spectrum received and understood to be factual.

Determinations of suspect asbestos containing materials within the building were subject to the accessibility of individual areas or spaces. Spectrum accepts no responsibility for the content of the building materials within areas or spaces that were unknown to us or not reasonably accessible. Spectrum assumes no liability for any buildings that were not identified by the client that may fall under state or federal regulations.

All quantities of ACM provided in this report are provided as required by law and are believed to be accurate. If this report is to be used for bidding purposes, field verification of quantities is recommended by the abatement contractor prior to bidding.

Conclusions and recommendations provided in this report are based on the assumption that materials identified are homogeneous throughout their application.

This report has been compiled for the exclusive use of Cass Hill Development, its successors and/or assigns. This report and its contents represent confidential information and should not be duplicated without the expressed permission of Cass Hill Development, its successors and/or assigns.

SECTION III – ASBESTOS SAMPLING SUMMARY

The results of the sampling are provided in Table 1 (Asbestos Sampling Results) and the asbestos findings are provided in Table 2 (Asbestos Findings) of the Attachments. The laboratory results and sample location map(s) are also provided in the Attachments.

ATTACHMENTS

TABLE 1 – ASBESTOS SAMPLING RESULTS

TABLE 2 – ASBESTOS FINDINGS

PHOTO ALBUM

LOCATION MAPS

LABORATORY REPORTS

LICENSING AND CERTIFICATION

TABLE 1 – ASBESTOS SAMPLING RESULTS

Exterior - 271-277 State St.
Spectrum Project # 22-613

Date Sampled: December 2, 2022 & January 30, 2023

| Sample # | Description | Location/Area | PLM Results (% Type) | TEM Results (% Type) |
|------------------|----------------------------|--|-------------------------|-------------------------|
| 01 | Glue Dabs | Behind tile in Front of Building 271, 273, & 275 | Chrysotile 4.2% | NA |
| 02 | Glue Dabs | Behind tile in Front of Building 271, 273, & 275 | NA/PS | NA |
| 03 | Window Glazing | Wooden Windows throughout 271-277 | NAD | NAD |
| 04 | Window Glazing | Wooden Windows throughout 271-277 | NAD | NAD |
| 05 | Window Caulk | Wooden Windows throughout 271-277 | Chrysotile 7.8% | NA |
| 06 | Window Caulk | Wooden Windows throughout 271-277 | NA/PS | NA |
| 07 | Exterior Brick Mortar | Brick Mortar throughout all 271-277 | NAD | NA |
| 08 | Exterior Brick Mortar | Brick Mortar throughout all 271-277 | NAD | NA |
| 09 | Foundation Parging (White) | Back Side 277 | NAD | NA |
| 10 | Foundation Parging (White) | Back Side 277 | NAD | NA |
| January 30, 2023 | | | | |
| 01 | Stucco | Marquee Area | NAD | NA |
| 02 | Stucco | Marquee Area | NAD | NA |
| 03 | Panel Caulk | Pink Panels Marquee Area | Chrysotile 4.6% | NA |
| 04 | Panel Caulk | Pink Panels Marquee Area | NA/PS | NA |
| 05 | Sill Sealant (Paint) | Bottom Wood Windows | NAD | NAD |

Note: Asbestos containing materials are greater than 1% asbestos. Trace is considered less than 1% asbestos.
NAD - no asbestos detected, NA - not applicable, PS – Positive Stop, SF - square feet, LF – linear feet

TABLE 1 – ASBESTOS SAMPLING RESULTS

Exterior - 271-277 State St.
Spectrum Project # 22-613

Date Sampled: December 2, 2022 & January 30, 2023

| Sample # | Description | Location/Area | PLM Results (% Type) | TEM Results (% Type) |
|-----------------|----------------------|----------------------|---------------------------------|---------------------------------|
| 06 | Sill Sealant (Paint) | Bottom Wood Windows | NAD | NAD |
| 07 | Black Caulking | Around Black Panels | NAD | NAD |
| 08 | Black Caulking | Around Black Panels | NAD | NAD |

Note: Asbestos containing materials are greater than 1% asbestos. Trace is considered less than 1% asbestos.
NAD - no asbestos detected, NA - not applicable, PS – Positive Stop, SF - square feet, LF – linear feet

TABLE 2 – ASBESTOS FINDINGS

Exterior - 271-277 State St.
Spectrum Project # 22-613

Date Sampled: December 2, 2022 & January 30, 2023

Limitations:

The following limitation/conditions were noted as part of the survey:

- OSHA requires that an employer not expose its workers above the PEL and therefore specific training, work practices and/or respiratory protection may need to be a consideration when handling materials that are less than one percent.
- The inspection was performed in accordance with New York State Industrial Code Rule 56 Section 5.1. A copy of 56-5.1 is available upon request. It is the responsibility of the owner or its agent to forward a copy of this report to the local government entity charged with issuing a permit for such demolition, renovation, remodeling or repair work under applicable State or local laws as well as to the NYS Department of Labor Asbestos Control Bureau. Spectrum will not send this report to the NYSDOL without written permission from its client due to the sensitive nature of the information present in this report.
- This report reflects the conditions found at the date and time of the inspection(s). Conditions of the area and materials may change due to external events, forces or influences. Re-inspection of the area may be required prior to the start of any work if an extended period of time has passed or if disturbances have occurred.
- If materials not sampled in the survey are uncovered during renovation/demolition, per ICR56 work should stop and those materials should be assessed before work continues. Also per ICR 56, a copy of the survey report should be submitted to the local agency issuing the demolition permit and a copy should be kept on site during the demolition phase of the project.
- All asbestos locations on drawings are approximate. All quantities are estimated and must be field verified prior to use as part of a bidding document. Materials may extend or be hidden behind or within other materials or structural members. Any contractor or other user of this report is required to physically confirm the quantities and verify measurements of materials to be removed, to be bid for removal, or for any other purpose. Contractors are responsible to physically visit the site and confirm all quantities for bidding purposes.
- This survey is for the future renovation of the structure. Per NYSDOL, if the project does not proceed within approximately 6 months, the structure should be visually re-inspected to confirm that no addition materials have been added and that the existing conditions of the identified ACM is still the same.
- Spectrum did not inspect any exterior area below grade. Foundation sealers, buried piping and other items may exist below grade which may contain asbestos.

TABLE 2 – ASBESTOS FINDINGS

Exterior - 271-277 State St.
Spectrum Project # 22-613

Date Sampled: December 2, 2022 & January 30, 2023

| Material | Location/Area | Estimated Quantity* | Condition/Damaged |
|--------------|--|---------------------|-------------------|
| Glue Dabs | Behind (Gray & Black) tile in Front of Building 271 273, & 275 | ~800 sf | Fair |
| Window Caulk | Wooden Windows throughout 271-277 | ~ 144 window | Fair |
| Panel Caulk | Pink Panels Marquee Area | >25 sf | Fair |

* Quantities of identified ACM are estimates only and should be field verified prior to bid by the contractor or confirmed as part of an RFP or design specification.

Please see the limitation listed above.

Asbestos % by PLM* - please refer to the PLM Bulk Asbestos Report for the method used.

All asbestos locations on drawings are approximate. All quantities are estimated and must be field verified prior to use as part of a bidding document. Materials may extend or be hidden behind or within other materials or structural members. Any contractor or other user of this report is required to physically confirm the quantities and verify measurements of materials to be removed, to be bid for removal, or for any other purpose. Contractors are responsible to physically visit the site and confirm all quantities for bidding purposes.

SF–square feet, LF – linear feet, ea – each

TABLE 2 – ASBESTOS FINDINGS

Exterior - 271-277 State St.
Spectrum Project # 22-613

Date Sampled: December 2, 2022 & January 30, 2023

Definitions:

| |
|--|
| NAD – No Asbestos Detected |
| NA – Not Analyzed |
| NA ¹ – (SOF-V) and (SM-V) must be analyzed by ELAP 198.8 or equivalent effective 5/6/16 |
| N/A – Not Applicable (quantities are not provided for negative materials) |
| TBD – To Be Determined (quantification was not possible as the scope of work was not provided) |
| NA/PS – Not Analyzed / Positive Stop |

SF–square feet, LF – linear feet, ea – each

PHOTO ALBUM

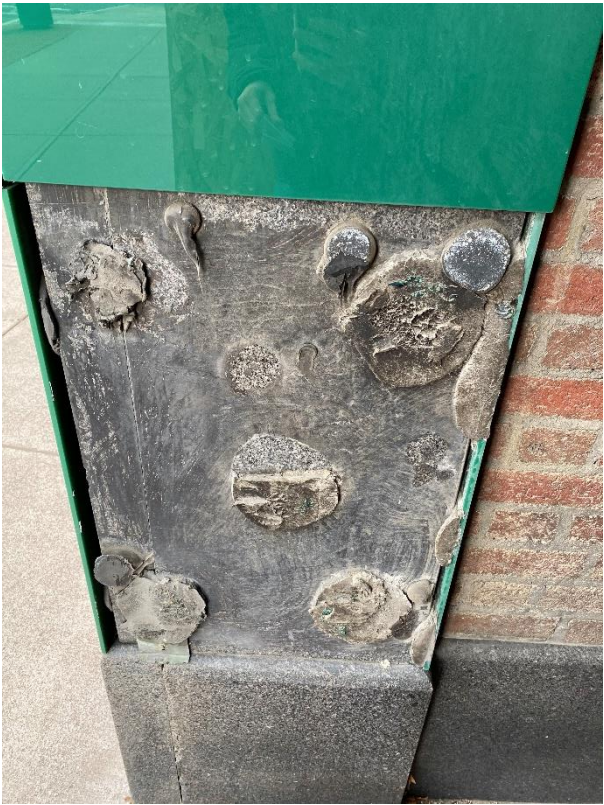
Asbestos Inspection Photo Album of Exterior & Windows at 271-277 State St.

by

Spectrum Environmental Associates, Inc.

Spectrum Project # 22-613

Date of Inspection: December 2, 2022 & January 30, 2023

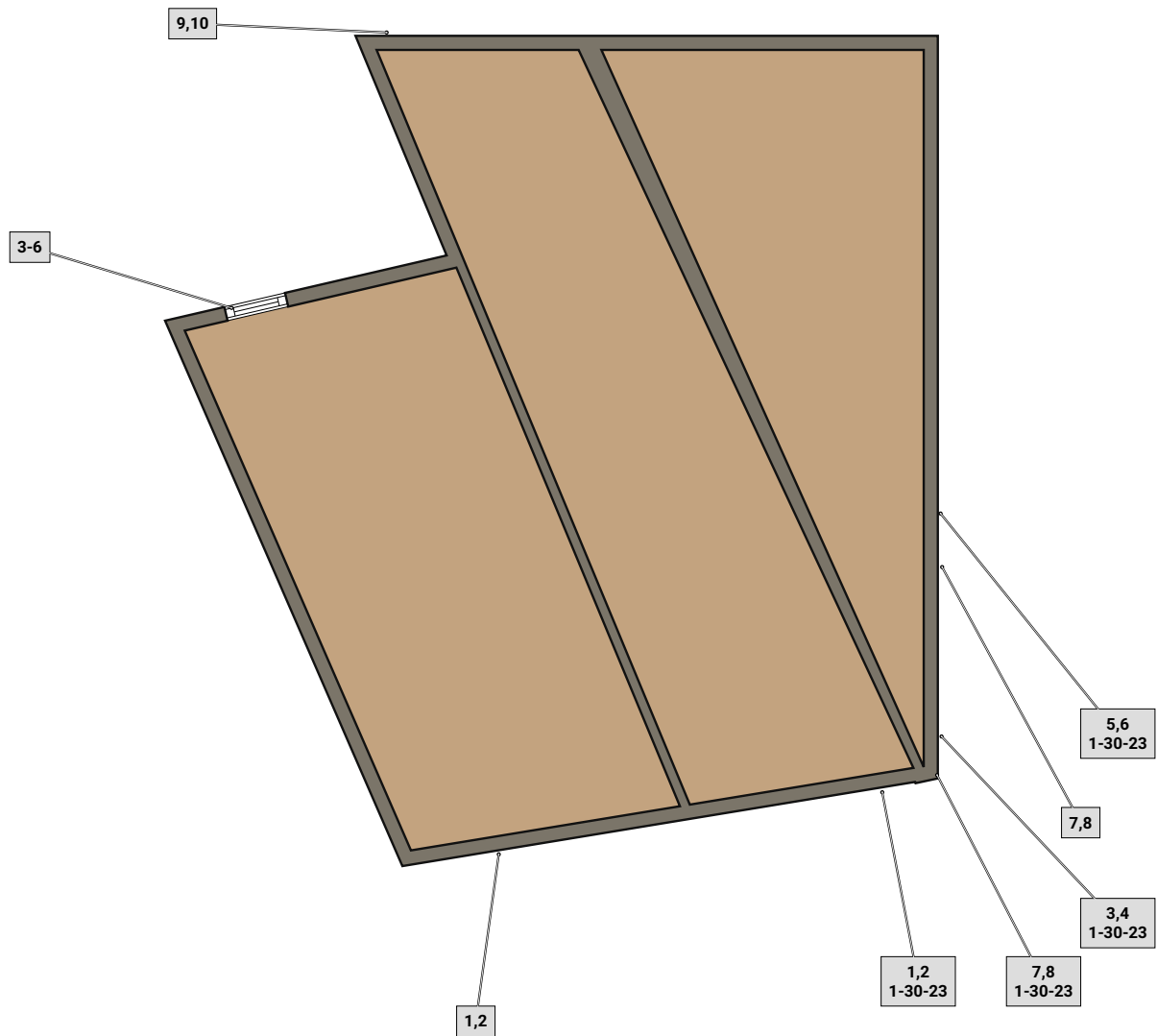






LOCATION MAP(S)

22-613 (12-2-22 & 1-30-23)
Exterior - 271-277 State St.
Exterior Bulk Sample Locations - NTS



LABORATORY REPORTS

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Spectrum Environmental Associates, Inc. **Date Received** 12/03/22 **AmeriSci Job #** 222121278
Attn: Bill Massman **Date Examined** 12/07/22 **P.O. #**
P.O.Box 1024 **ELAP #** 11480 **Page** 1 of 3
RE: 22-613; 271-277 State St.; Exterior Samples
Schenectady, NY 12301

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|---|------------------|--|
| 1 1 | 222121278-01 Location: Behind Tile In Front Of Building 271, 273, 275 - Glue Dabs | Yes | 4.2% (by NYS ELAP 198.6) by Jared C. Clarke on 12/07/22 |
| Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 4.2 % Other Material: Non-fibrous 22.3% | | | |
| 2 1 | 222121278-02 Location: Behind Tile In Front Of Building 271, 273, 275 - Glue Dabs | | NA/PS |
| Analyst Description: Bulk Material Asbestos Types: Other Material: | | | |
| 3 2 | 222121278-03 Location: Wooden Windows Throughout 271-277 - Window Glazing | No | NAD (by NYS ELAP 198.6) by Jared C. Clarke on 12/07/22 |
| Analyst Description: Off-White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 44.1% | | | |
| 4 2 | 222121278-04 Location: Wooden Windows Throughout 271-277 - Window Glazing | No | NAD (by NYS ELAP 198.6) by Jared C. Clarke on 12/07/22 |
| Analyst Description: Off-White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 39.8% | | | |
| 5 3 | 222121278-05 Location: Wooden Windows Throughout 271-277 - Window Caulk | Yes | 7.8% (by NYS ELAP 198.6) by Jared C. Clarke on 12/07/22 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 7.8 % Other Material: Non-fibrous 33.3% | | | |

PLM Bulk Asbestos Report

22-613; 271-277 State St.; Exterior Samples

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|--|--|------------------|---|
| 6 3 | 222121278-06 Location: Wooden Windows Throughout 271-277 - Window Caulk | | NA/PS |
| Analyst Description: Bulk Material Asbestos Types: Other Material: | | | |
| 7 4 | 222121278-07 Location: Brick Mortar Throughout All 271-277 - Exterior Brick Mortar | No | NAD (by NYS ELAP 198.1) by Jared C. Clarke on 12/07/22 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100% | | | |
| 8 4 | 222121278-08 Location: Brick Mortar Throughout All 271-277 - Exterior Brick Mortar | No | NAD (by NYS ELAP 198.1) by Jared C. Clarke on 12/07/22 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100% | | | |
| 9 5 | 222121278-09 Location: Back Side Of 277 - (White) Foundation Parging | No | NAD (by NYS ELAP 198.1) by Jared C. Clarke on 12/07/22 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100% | | | |
| 10 5 | 222121278-10 Location: Back Side Of 277 - (White) Foundation Parging | No | NAD (by NYS ELAP 198.1) by Jared C. Clarke on 12/07/22 |
| Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100% | | | |

Client Name: Spectrum Environmental Associates, Inc.

PLM Bulk Asbestos Report

22-613; 271-277 State St.; Exterior Samples

Reporting Notes:

Analyzed by: Jared C. Clarke
Date: 12/7/2022



Reviewed by: Karol H. Lu



*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Motic, Model BA310 Pol Scope, Microscope, Serial #: 1190000326, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound 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 NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Client Name: Spectrum Environmental Associates, Inc.

Table I
Summary of Bulk Asbestos Analysis Results
 22-613; 271-277 State St.; Exterior Samples

| 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 | 1 | 1 | 0.257 | 65.4 | 8.2 | 22.3 | Chrysotile 4.2 | NA |
| Location: Behind Tile In Front Of Building 271, 273, 275 - Glue Dabs | | | | | | | | |
| 02 | 2 | 1 | 0.333 | 68.2 | 6.9 | 25.0 | NA/PS | NA |
| Location: Behind Tile In Front Of Building 271, 273, 275 - Glue Dabs | | | | | | | | |
| 03 | 3 | 2 | 0.280 | 10.5 | 45.4 | 44.1 | NAD | NAD |
| Location: Wooden Windows Throughout 271-277 - Window Glazing | | | | | | | | |
| 04 | 4 | 2 | 0.371 | 10.6 | 49.6 | 39.8 | NAD | NAD |
| Location: Wooden Windows Throughout 271-277 - Window Glazing | | | | | | | | |
| 05 | 5 | 3 | 0.394 | 44.1 | 14.8 | 33.3 | Chrysotile 7.8 | NA |
| Location: Wooden Windows Throughout 271-277 - Window Caulk | | | | | | | | |
| 06 | 6 | 3 | 0.239 | 45.4 | 17.6 | 37.0 | NA/PS | NA |
| Location: Wooden Windows Throughout 271-277 - Window Caulk | | | | | | | | |
| 07 | 7 | 4 | ---- | ---- | ---- | ---- | NAD | NA |
| Location: Brick Mortar Throughout All 271-277 - Exterior Brick Mortar | | | | | | | | |
| 08 | 8 | 4 | ---- | ---- | ---- | ---- | NAD | NA |
| Location: Brick Mortar Throughout All 271-277 - Exterior Brick Mortar | | | | | | | | |
| 09 | 9 | 5 | ---- | ---- | ---- | ---- | NAD | NA |
| Location: Back Side Of 277 - (White) Foundation Parging | | | | | | | | |
| 10 | 10 | 5 | ---- | ---- | ---- | ---- | NAD | NA |
| Location: Back Side Of 277 - (White) Foundation Parging | | | | | | | | |

Analyzed by: Khaalid W. Perine

Date: 12/8/2022

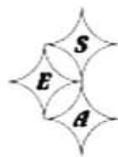


Reviewed by: Karol H. Lu



**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM 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 for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).



SPECTRUM
Environmental Associates, Inc.
"EXCEEDING OUR CLIENTS EXPECTATIONS OF EXCELLENCE"

222121278

P.O. Box 1024
 Schenectady, NY 12301
 (518) 346-6374 (Phone)
 (518) 346-4062 (Fax)
 www.4spectrum.com

BULK SAMPLING CHAIN OF CUSTODY (Rev. 03/07/2014)

PROJECT INFORMATION

| | | | | | | | |
|-----------------------|----------------------------------|--|--------------------------------|--|--|----------------------------------|--|
| Project #: 22-613 | Building Name: 271-277 State St. | Matrix | | Analysis Requested | | Turnaround | |
| Date Sampled: 12-2-22 | Area/Location: Exterior Samples | <input checked="" type="checkbox"/> Bulk | <input type="checkbox"/> Paint | <input checked="" type="checkbox"/> PLM – ELAP 198.1 | <input checked="" type="checkbox"/> TEM – ELAP 198.4 | <input type="checkbox"/> RUSH | <input type="checkbox"/> 24 Hour |
| Page # 1 of 1 | Investigator: Nate Martin | <input type="checkbox"/> Soil | <input type="checkbox"/> Wipe | <input checked="" type="checkbox"/> PLM – ELAP 198.6 | <input type="checkbox"/> | <input type="checkbox"/> 72 Hour | <input checked="" type="checkbox"/> 5 Days |

SAMPLE IDENTIFICATION

| Sample ID #: | Group #: * | Material | Sample Location | Condition/Comment |
|--------------|------------|----------------------------|--|-------------------|
| 1 | 1 | Glue Dabs | Behind Tile In Front Of Building 271,273,275 | Fair QTY TBD |
| 2 | 1 | Glue Dabs | Behind Tile In Front Of Building 271,273,275 | Fair QTY TBD |
| 3 | 2 | Window Glazing | Wooden Windows Throughout 271-277 | Fair QTY TBD |
| 4 | 2 | Window Glazing | Wooden Windows Throughout 271-277 | Fair QTY TBD |
| 5 | 3 | Window Caulk | Wooden Windows Throughout 271-277 | Fair QTY TBD |
| 6 | 3 | Window Caulk | Wooden Windows Throughout 271-277 | Fair QTY TBD |
| 7 | 4 | Exterior Brick Mortar | Brick Mortar Throughout All 271-277 | Fair QTY TBD |
| 8 | 4 | Exterior Brick Mortar | Brick Mortar Throughout All 271-277 | Fair QTY TBD |
| 9 | 5 | (White) Foundation Parging | Back Side Of 277 | Fair QTY TBD |
| 10 | 5 | (White) Foundation Parging | Back Side Of 277 | Fair QTY TBD |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

* Unless otherwise stated please analyze each group to first (1st) positive result.

Comments:

CHAIN OF CUSTODY

| Relinquished By | Date | Time | Received By | Date | Time | Method of Submittal |
|-----------------|------|------|-----------------|---------|-------|---------------------|
| I Nate Martin | | | T Liang T Liang | 12/3/22 | 11:30 | |
| II | | | | | | |
| III | | | | | | |

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Spectrum Environmental Associates, Inc. **Date Received** 01/31/23 **AmeriSci Job #** 223013154
Attn: Bill Massman **Date Examined** 01/31/23 **P.O. #**
P.O.Box 1024 **ELAP #** 11480 **Page** 1 of 2
RE: 22-613; 271 - 277 State St., 277 Front Marquee
Schenectady, NY 12301

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|---|--------------|------------------|--|
| 1 1 Location: Marquee Area - Stucco Analyst Description: Off-White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100% | 223013154-01 | No | NAD (by NYS ELAP 198.1) by Kensen Caro on 01/31/23 |
| 2 1 Location: Marquee Area - Stucco Analyst Description: Off-White, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100% | 223013154-02 | No | NAD (by NYS ELAP 198.1) by Kensen Caro on 02/01/23 |
| 3 2 Location: Pink Panels Marquee Area - Panel Caulk Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 4.6 % Other Material: Fibrous Talc 13%, Non-fibrous 30% | 223013154-03 | Yes | 4.7% (by NYS ELAP 198.6) by Kensen Caro on 02/01/23 |
| 4 2 Analyst Description: Bulk Material Asbestos Types: Other Material: | 223013154-04 | | NA/PS |
| 5 3 Location: Bottom Wood Windows - Sill Sealant (Paint) Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 52.5% | 223013154-05 | No | NAD (by NYS ELAP 198.6) by Kensen Caro on 02/01/23 |

Client Name: Spectrum Environmental Associates, Inc.

PLM Bulk Asbestos Report

22-613; 271 - 277 State St., 277 Front Marquee

| Client No. / HGA | Lab No. | Asbestos Present | Total % Asbestos |
|--|---|------------------|---|
| 6 3 | 223013154-06 Location: Bottom Wood Windows - Sill Sealant (Paint) | No | NAD (by NYS ELAP 198.6) by Kensen Caro on 02/01/23 |
| Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 45.8% | | | |
| 7 4 | 223013154-07 Location: Around Black Panels - Black Caulking | No | NAD (by NYS ELAP 198.6) by Kensen Caro on 02/01/23 |
| Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 9.2% | | | |
| 8 4 | 223013154-08 Location: Around Black Panels - Black Caulking | No | NAD (by NYS ELAP 198.6) by Kensen Caro on 02/01/23 |
| Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 11.8% | | | |

Reporting Notes:

Analyzed by: Kensen Caro
Date: 1/31/2023



Reviewed by: Gabriella Morozov



*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound 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 NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Client Name: Spectrum Environmental Associates, Inc.

Table I
Summary of Bulk Asbestos Analysis Results
 22-613; 271 - 277 State St., 277 Front Marquee

| 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 | 1 | 1 | ---- | ---- | ---- | ---- | NAD | NA |
| Location: Marquee Area - Stucco | | | | | | | | |
| 02 | 2 | 1 | ---- | ---- | ---- | ---- | NAD | NA |
| Location: Marquee Area - Stucco | | | | | | | | |
| 03 | 3 | 2 | 0.199 | 26.0 | 26.3 | 43.0 | Chrysotile 4.6 | NA |
| Location: Pink Panels Marquee Area - Panel Caulk | | | | | | | | |
| 04 | 4 | 2 | 0.167 | 25.5 | 31.2 | 43.2 | NA/PS | NA |
| Location: Pink Panels Marquee Area - Panel Caulk | | | | | | | | |
| 05 | 5 | 3 | 0.225 | 20.5 | 27.0 | 52.5 | NAD | NAD |
| Location: Bottom Wood Windows - Sill Sealant (Paint) | | | | | | | | |
| 06 | 6 | 3 | 0.302 | 21.2 | 33.0 | 45.8 | NAD | NAD |
| Location: Bottom Wood Windows - Sill Sealant (Paint) | | | | | | | | |
| 07 | 7 | 4 | 0.150 | 87.0 | 3.7 | 9.2 | NAD | NAD |
| Location: Around Black Panels - Black Caulking | | | | | | | | |
| 08 | 8 | 4 | 0.136 | 85.8 | 2.4 | 11.8 | NAD | NAD |
| Location: Around Black Panels - Black Caulking | | | | | | | | |

Analyzed by: Gabriella Morozov

Date: 2/1/2023



Reviewed by: Gabriella Morozov



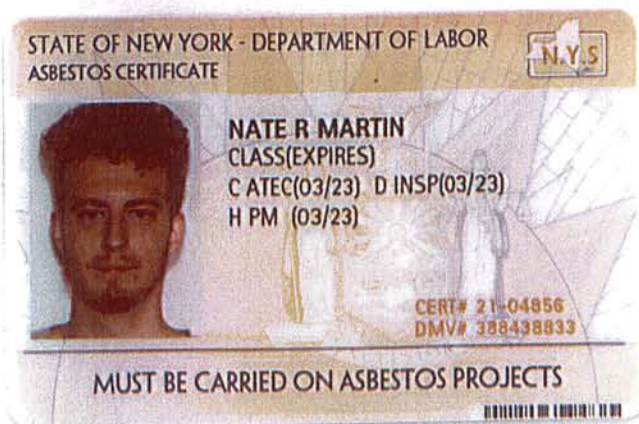
**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H600-Noran 7 System, Microscope, Serial #: 542-26-10. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM 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 for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

LICENSING AND CERTIFICATION

State of New York – Department of Labor

Asbestos Certification



EYES BRO
 HAIR BRO
 HGT 5' 11"

IF FOUND RETURN TO:
 NYSDOL - L&C UNIT
 ROOM 161A BUILDING 12
 STATE OFFICE CAMPUS
 ALBANY NY 12240

State of New York – Department of Labor

| Codes | Certification |
|-------|------------------------------------|
| A | Asbestos Handler |
| B | Restricted Handler - Allied Trades |
| C | Air Sampling Technician |
| D | Inspector |
| E | Management Planner |
| F | Operations and Maintenance |
| G | Supervisor |
| H | Project Monitor |
| I | Project Designer |

WE ARE YOUR DOL



**Department
of Labor**

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Spectrum Environmental Associates, Inc.
P.O. Box 1024, Schenectady, NY, 12301

License Number: 29081

License Class: RESTRICTED

Date of Issue: 01/26/2023

Expiration Date: 02/29/2024

Duly Authorized Representative: William L Massmann

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

EXCELSIOR

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

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 |

Serial No.: 64683

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.

EXHIBIT E

TRADE CONTRACT

BETWEEN THE GENERAL CONTRACTOR:

CHA GC, LLC
12 Century Hill Drive, Suite 101
Latham, NY 12110
P: (518) 371-2410

AND TRADE CONTRACTOR:

Phone:

Fax:

Date Initiated:

Job No:

Extra:

All Correspondence and invoices must
refer to:

TRADE CONTRACT #

PROJECT: Renovations at 271-277 State Street, Schenectady NY

OWNER: Wedgeway LLC

ARCHITECT: Thaler, Riley, Wilson Architecture & Preservation

The Trade Contractor agrees to provide all labor, materials, equipment or other items and materials as may be required to properly complete its work in strict accordance with the contract drawings and specifications as defined herein as follows:

THIS PROJECT IS A SALES TAX EXEMPT AND a NYS CERTIFIED MBE/WBE/DBE/SDVOSB PROJECT. General Contractor encourages the use of subcontractors and material suppliers with a Certified Vendor under the program.

TOTAL TRADE CONTRACT EXCLUDING SALES TAX:

FOR THE SUM OF: Dollars =

Please furnish our office with a copy of your insurance certificate and additional insured endorsement prior to commencement of your work at the jobsite. CHA GC LLC, Wedgeway LLC ("Owner"), Schenectady Metroplex Development Authority and NBT Bank, N.A., ISAOA ATIMA shall be named as additional insured on a primary and non-contributory basis with a waiver of subrogation under this contract.

According to but not limited to the plans, specifications, construction contract and all applicable codes, laws, rules and regulations and subject to the terms and conditions thereof to assume toward the General Contractor all obligations which the Contractor has toward the General Contractor.

The work to be performed under this Trade Contract shall commence **per project schedule** and, subject to authorized adjustments, shall be substantially completed no later than **per project schedule**.

ACCEPTED IN ACCORDANCE WITH THE CONDITIONS AND AGREEMENTS PRINTED ON THE ATTACHED PAGES AND ANY SUPPLEMENTAL CONDITIONS AND AGREEMENTS LISTED IN ADDENDUM(S) ATTACHED HERETO.

CHA GC LLC

DATE:

BY:

SIGNATURE:

DATE:

BY:

SIGNATURE:

PLEASE DO NOT ALTER THIS TRADE CONTRACT IN ANY WAY.

Project Manager/Superintendent Approval

AGREEMENT BETWEEN GENERAL CONTRACTOR AND TRADE CONTRACTOR

TABLE OF ARTICLES

1. AGREEMENT
2. RELATIONSHIP OF PARTIES
3. TRADE CONTRACT DOCUMENTS
4. SCOPE OF WORK
5. TRADE CONTRACT PRICE
6. TRADECONTRACTOR SURETY BONDS
7. PERFORMANCE OF WORK
8. GENERAL CONTRACTOR'S OBLIGATIONS
9. TRADE CONTRACTOR'S OBLIGATIONS
10. LABOR RELATIONS
11. INSURANCE
12. INDEMNIFICATION
13. CHANGES, CLAIMS AND DELAYS
14. PAYMENT
15. DISPUTE RESOLUTION
16. SUSPENSION AND TERMINATION
17. MISCELLANEOUS PROVISIONS

This Agreement has important legal and insurance consequences. Consultation with an attorney and insurance consultant is encouraged with respect to its completion or modification.

AGREEMENT BETWEEN GENERAL CONTRACTOR AND TRADE CONTRACTOR ARTICLE 1

This Agreement is made effective as of the day of , 2023, by and between the

GENERAL CONTRACTOR

CHA GC LLC
12 Century Hill Drive, Suite 101
Latham, NY 12110

And the

TRADE CONTRACTOR

For work in connection with the following Project: **Renovations at 271-277 State Street**

The ARCHITECT/ENGINEER for the Project is

Architect: Thaler Riley Wilson Architecture & Preservation

Civil Engineer: ABD Engineering

Structural Engineer: Westshore Engineering

ARTICLE 2 RELATIONSHIP OF PARTIES

2.1 PROJECT ORGANIZATION. This Trade Contractor Agreement is for the performance of work described herein in connection with the construction of the Project. The General Contractor also may enter into separate agreements with other trade contractors for other portions of the Project. The Trade Contractor shall perform all work necessary or incidental to complete the Scope of Work for the Project set forth in Section 3.1 in strict accordance with and reasonably inferable from the Trade Contract Documents.

2.2 TRADE CONTRACTOR. The Trade Contractor shall perform its obligations under this Trade Contractor Agreement using its best skill, care and diligence as an independent contractor.

ARTICLE 3 TRADE CONTRACT DOCUMENTS

3.1 TRADE CONTRACT DOCUMENTS. The Trade Contract Documents, all of which collectively comprise this Trade Contractor Agreement, consist of this Standard Form of Agreement Between General Contractor and Trade Contractor, and the following listed documents, schedules and attachments which are all incorporated herein by reference and made a part hereof:

Exhibit A - Insurance Request

Exhibit B - Safety Handbook

Exhibit C - Certification of Payment of Subcontractors and Suppliers

Exhibit D - List of Drawings

Exhibit E - Trade Contractor Proposal/Quote

Exhibit F - Schedule of Values, Partial Release of Lien & Final Waiver of Lien and General Release

Exhibit G - Metroplex Development Agency Tax Exemption Authority

Exhibit H - ACM and Lead Paint Surveys

The Trade Contract Documents also include all addenda, modifications, change orders, and construction change directives, issued after the execution of this Trade Contractor Agreement.

Contractor will furnish Trade Contractor copies of any or all of the Trade Contract Documents upon request and may charge Trade Contractor for the cost of reproduction.

3.2 INCONSISTENCIES WITH OTHER DOCUMENTS. Where any provision of the documents incorporated by reference into this Trade Contractor Agreement is inconsistent with any provision of this Agreement between General Contractor and Trade Contractor, this Agreement Between General Contractor and Trade Contractor shall govern.

ARTICLE 4 SCOPE OF WORK

4.1 TRADE CONTRACT WORK. The Trade Contractor shall provide all labor, materials, equipment, trucking and transport, and services necessary to complete the labor and services set forth in the Trade Contract Documents, referred to as the Trade Contract Work, all of which shall be provided in full accordance with and as reasonably inferable from the Trade Contract Documents including items evidenced in Exhibit D and E.

4.2 TEMPORARY SERVICES. Trade Contractor shall provide temporary protection of the work site including all materials brought onto the worksite by the Trade Contractor during the performance of its work.

ARTICLE 5 TRADE CONTRACT PRICE

5.1 TRADE CONTRACT PRICE. As full compensation for performance by the Trade Contractor of all of its obligations under this Trade Contractor Agreement, the General Contractor agrees to pay the Trade Contractor in the manner described below, subject to all applicable provisions of this Trade Contractor Agreement:

.1 Lump sum price of (\$ _____), _____ Dollars, subject to additions and deductions as provided for in this Trade Contractor Agreement, and

.2 Subject to adjustment for the unit price items.

The foregoing lump sum price is hereinafter referred to as the "Trade Contract Price". Trade Contractor understands that this is a Tax-Exempt Project and shall provide to General Contractor the amount of tax savings for materials with each payment request. All documentation supporting the exempt status of the Project is attached as Exhibit G.

ARTICLE 6 TRADE CONTRACTOR SURETY BONDS

6.1 BONDS. As of the date of the execution of this Agreement, the General Contractor does not require the Trade Contractor to provide a payments or performance bond on this Project. However, at any time during the course of the Project the General Contractor shall have the right to require the Trade Contractor to furnish the General Contractor, as the named Obligor, payment and/or performance bonds, in a form and with a surety acceptable to General Contractor, securing the faithful performance of this Trade Contractor Agreement and securing all associated Trade Contractor payment obligations, and the Trade Contract Price shall be adjusted in accordance with Article 13.

ARTICLE 7 PERFORMANCE OF WORK

7.1 DATE OF COMMENCEMENT. The Date of Commencement is the effective date of this Trade Contractor Agreement as first written above, unless otherwise specified as follows:

Scheduled Commencement Date: Per Project Schedule

Scheduled Date for Substantial Completion: Per Project Schedule

7.2 PROJECT SCHEDULE. The Trade Contractor shall promptly furnish the General Contractor a detailed overall construction schedule, including significant milestone dates. The schedule shall be updated on a weekly basis and shall include any scheduling information requested by the General Contractor relevant to the Project. All schedules are subject to the General Contractor's approval. The Trade Contractor shall be bound by the agreed to Project Schedule provided, however, that nothing in this Trade Contractor Agreement shall relieve the Trade Contractor of any liability for any unexcused failure to comply with its original schedule and/or any completion dates and/or the Trade Contract Time. The Project Schedule and all subsequent changes and additional details thereto shall be submitted to the General Contractor promptly and reasonably in advance of the required performance. The General Contractor shall have the right to coordinate the Trade Contractor's work in the event that the work does not keep pace with the Project Schedule, including the right, if necessary, to change the time, order and priority in which the various portions of the Trade Contract Work and the other work that may be associated with the Project shall be performed.

7.3 TRADE CONTRACTOR PERFORMANCE. The Trade Contractor shall use its best care, skill and diligence in supervising and directing the Trade Contract Work. The Trade Contractor shall have total responsibility and control over the performance of the Trade Contract Work, including sole responsibility for the construction means, methods, techniques, sequences and procedures for coordinating and completing the various portions of the Trade Contract Work, unless the Trade Contractor Agreement gives other specific instructions concerning these matters.

7.4 USE OF EQUIPMENT. The Trade Contractor, its agents, employees, subcontractors or suppliers shall provide all the necessary equipment to complete the Trade Contract Work.

7.5 TRADE CONTRACT TIME. Unless otherwise agreed to in writing, by General Contractor, The Trade Contract Work shall be substantially completed in coordination with other Trade Contractors subject to adjustments as provided for in the Trade Contract Documents, which is hereinafter referred to as the Trade Contract Time.

7.6 TIME IS OF THE ESSENCE. Time is of the essence for all of the Trade Contractor's obligations. The Trade Contractor agrees to perform its obligations so that the Trade Contract Work may be complete in accordance with the Trade Contract Time and the Project may be completed in accordance with the Project Schedule.

ARTICLE 8 GENERAL CONTRACTOR'S OBLIGATIONS

8.1 AUTHORIZED REPRESENTATIVE. The General Contractor shall designate one or more persons who shall be their authorized representative(s). Such authorized representative(s) shall be the only person(s) the Trade Contractor shall look to for instructions, orders and/or directions, except in an emergency.

8.2 DESIGN. Except as may be expressly otherwise provided in this Trade Contractor Agreement with respect to certain engineering and design work to be performed by the Trade Contractor, the General Contractor shall retain or employ an Architect/Engineer to provide architectural, engineering and design services for the Project including, structural services.

8.3 STORAGE. Unless otherwise specified in Article 4, the General Contractor will coordinate with the Trade Contractor for available areas for storage of the Trade Contractor's material and equipment during performance of the Trade Contract Work. Unless otherwise agreed upon, the General Contractor shall reimburse the Trade Contractor for the reasonable additional costs of having to relocate such storage areas at the direction of the General Contractor. Any such additional costs shall be reviewed and approved by General Contractor prior to Trade Contractor incurring such costs.

8.4 TIMELY COMMUNICATIONS. The General Contractor will establish and implement procedures for expediting and processing submittals, transmittals, and written approvals relating to the Trade Contract Work. Unless otherwise specified in the Trade Contract Documents, or except in the event of an emergency, communications by and with the Trade Contractor's subcontractors, material men and suppliers shall be through the Trade Contractor.

8.5 LAYOUT RESPONSIBILITY AND LEVELS. Unless otherwise provided, the Trade Contractor shall establish principal axis lines and base elevation of the building and site in coordination with the Architect/ Engineer, if required, whereupon the Trade Contractor shall layout and be strictly responsible for the accuracy of the Trade Contract Work and for any loss or damage to the General Contractor or others by reason of the Trade Contractor's failure to set out or perform its Trade Contract Work correctly. The Trade Contractor shall exercise prudence so that the actual final conditions and details of its Trade Contract Work shall result in alignment of finish surfaces.

8.6 PHYSICAL CONDITION OF THE PROJECT. The General Contractor assumes no responsibility or liability for the physical condition or

safety of the Project site or any improvements located on the Project site. Unless otherwise expressly provided in this Agreement, the Trade Contractor shall be solely responsible for providing a safe place for the performance of the work, and the General Contractor shall not be required to make and adjustment in either the Contract Price or the Trade Contract Time in connection with any failure by the Trade Contractor to have complied with the requirements of this provision.

8.7 GENERAL CONTRACTOR ABILITY TO PAY. The General Contractor, upon written request from the Trade Contractor, shall furnish evidence of adequate project financing as the Trade Contractor may reasonably request. Furnishing such evidence shall be a condition precedent to the Trade Contractor's obligation to commence or continue the Trade Contract Work.

ARTICLE 9

TRADE CONTRACTOR'S OBLIGATIONS

9.1 RESPONSIBILITIES. The Trade Contractor shall furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, scaffolding and safety equipment as are necessary for the proper performance of the Trade Contract Work in accordance with and as reasonably inferable from the Trade Contract Documents. The Trade Contractor shall be responsible for taking field dimensions, providing tests, ordering materials and all other actions as required to perform the Trade Contract Work within the Trade Contract Time and to comply with the Project Schedule.

9.2 TRADE CONTRACTOR'S OBLIGATIONS FOR SITE VISITATION. The Trade Contractor acknowledges that it has visited the Project site and visually inspected the general and local conditions that could affect the Trade Contract Work. Any failure of the Trade Contractor to reasonably ascertain from a visual inspection of the site, the general and local conditions which could affect the Trade Contract Work, will not relieve the Trade Contractor from its responsibility to properly complete the Trade Contract Work without additional expense to the General Contractor. The Trade Contractor further acknowledges that it has been granted full access to the Project site and has been allowed to examine such conditions as it deemed appropriate in calculating the Trade Contract Price, and further acknowledges that it has been provided with copies of or access to all engineering reports and drawings available to the General Contractor relating to subsurface conditions and the Work as well as environmental reports and documentation and information to inform the Trade Contractor as to the existing conditions at the Project Site. The Trade Contractor is satisfied with the conditions and limitations under which the Trade Contract Work is to be performed, including, without limitation, anticipated labor supply and costs, the availability and cost of materials, tools and equipment, and the generally prevailing climatic conditions and existing environmental conditions. Notwithstanding anything contained herein to the contrary, the Trade Contractor accepts the conditions at the Project site as they may eventually be found to exist, and warrants that it can and will perform its Work under such conditions.

9.3 SHOP DRAWINGS, SAMPLES, PRODUCT DATA AND MANUFACTURERS' LITERATURE.

9.3.1 SUBMITTAL PROCEDURE. The Trade Contractor promptly shall submit to the General Contractor, for review and/or approval by the Architect/Engineer, all shop drawings, samples, product data, manufacturers' literature and similar submittals required by the Trade Contract Documents. The Trade Contractor shall review all submittals for compliance to the contract documents prior to submission. The Trade Contractor shall provide four (4) copies of all submittals (when applicable) physical samples unless otherwise directed by the General Contractor. The Trade Contractor shall be responsible to the General Contractor for the accuracy and conformity of its submittals to the Trade Contract Documents. The Trade Contractor shall prepare and deliver its submittals to the General Contractor in a manner consistent with the Project Schedule and, all submittals shall be in process at the earliest possible time and in such time and sequence so as not to delay the performance of the Trade Contract Work or other work associated with the Project. The review and/or approval of any Trade Contractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Trade Contract Documents unless express written approval is obtained from the General Contractor, or the General Contractor, specifically authorizing such deviation, substitution or change. In the event that the Trade Contract Documents do not contain complete submittal requirements pertaining to the Trade Contract Work, the Trade Contractor agrees upon request to submit in a timely fashion to the General Contractor for review and/or approval by the Architect/Engineer, any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the General Contractor, General Contractor or Architect/Engineer.

9.3.2 ACCURACY. The General Contractor and Architect/Engineer are entitled to rely on the accuracy and completeness of any professional certifications required by the Trade Contract Documents concerning the performance criteria of systems, equipment or materials, including all calculations relating thereto and any governing performance requirements.

9.4 COORDINATION AND COOPERATION. The Trade Contractor shall:

- .1 cooperate with the General Contractor, other trade contractors and all others whose work or services may require coordination with the Trade Contract Work;
- .2 specifically note and immediately advise the General Contractor of any interference with the Trade Contract Work; and
- .3 participate in the preparation of coordination drawings and work schedules involving the Trade Contract Work.
- .4 participate in weekly job meetings on site beginning no later than 2 weeks prior to the commencement of Trade Contract Work, and terminating no earlier than 2 weeks after completion of Trade Contract Work.

9.5 AUTHORIZED REPRESENTATIVE. The Trade Contractor shall designate one or more highly skilled and experienced persons who shall be the authorized Trade Contractor's representative(s). Such authorized representative(s) shall be the only person(s) to whom the General Contractor shall issue instructions, orders or directions, except in an emergency. Such representative shall be reasonably acceptable to the General Contractor, and shall be replaced if the General Contractor so requests using reasonable discretion.

9.6 COMMUNICATIONS. Unless otherwise expressly provided in the Trade Contract Documents, the Trade Contractor shall

communicate with the General Contractor, Architect/Engineer, separate contractors and/or other trade contractors and suppliers of General Contractor.

9.7 TESTS AND INSPECTIONS. The Trade Contractor shall schedule all required tests, approvals and inspections of the Trade Contract Work or portions thereof at appropriate times so as not to delay the progress of the Trade Contract Work or other work related to the Project. The Trade Contractor shall give proper written notice to all required parties of such tests, approvals and inspections. Testing and inspection services costs are the Trade Contractor's responsibility. Re- testing and or re- inspections costs resulting from Trade Contractor error or omission are the Trade Contractor 's responsibility.

9.8 WORKMANSHIP. Every part of the Trade Contract Work shall be executed in accordance with the Trade Contract Documents in a workmanlike manner. All materials used in the Trade Contract Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Trade Contract Work, and shall be new except such materials as may be expressly provided in the Trade Contract Documents to be otherwise.

9.9 MATERIALS FURNISHED BY OTHERS. In the event the scope of the Trade Contract Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Trade Contractor to examine the items so provided and thereupon handle, store and install the items, unless otherwise provided in the Trade Contract Documents, with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts or omissions of the Trade Contractor shall be the responsibility of the Trade Contractor and may be deducted from any amounts due or to become due the Trade Contractor under this Trade Contractor Agreement.

9.10 SUBSTITUTIONS. No substitutions shall be made in the Trade Contract Work unless permitted in the Trade Contract Documents and only then upon the Trade Contractor first receiving all approvals required under the Trade Contract Documents for substitutions

9.11 WARRANTY. The Trade Contractor warrants the Trade Contract Work against all deficiencies and defects in materials and/or workmanship and as called for in the Trade Contract Documents. The Trade Contractor agrees to satisfy such warranty obligations, which appear within the warranty period established in the Trade Contract Documents without cost to the General Contractor. Unless otherwise specified in the Trade Contract Documents, the Trade Contractor shall warrant the Trade Contract Work as described above for a period of one (1) year from the date(s) of substantial completion of the entire work of the Project. Upon completion of any Work under Section 10.12, the one year warranty period with respect to the Work requiring correction shall be renewed and/ or recommenced. The Trade Contractor further agrees to furnish any special warranties that shall be required in accordance with the Trade Contract Documents for the Trade Contract Work prior to final payment.

9.12 UNCOVERING AND CORRECTION OF WORK.

9.12.1 UNCOVERING OF IMPROPERLY COVERED WORK. If required in writing by the General Contractor, the Trade Contractor must uncover any portion of the Trade Contract Work which has been covered by the Trade Contractor in violation of the Trade Contract Documents or contrary to a directive issued to the Trade Contractor. Upon receipt of a written directive, the Trade Contractor shall uncover such Trade Contract Work for inspection and then restore the uncovered work to its original condition at the Trade Contractor's time and expense.

9.12.2 UNCOVERING OF PROPERLY COVERED WORK. The General Contractor may direct the Trade Contractor to uncover portions of the Trade Contract Work for inspection at any time. Except as provided in Subparagraph 10.12.1, the Trade Contractor Agreement shall be adjusted by change order for the cost and time of uncovering and restoring any work which is uncovered for inspection and proves to be installed in accordance with the Trade Contract Documents, provided the General Contractor had not previously instructed the Trade Contractor to leave the work uncovered. If the Trade Contractor uncovers Trade Contract Work pursuant to such a directive and such work upon inspection does not comply with the Trade Contract Documents, then the Trade Contractor shall be responsible for all costs and time of uncovering, correcting and restoring the work so as to make it conform to the Trade Contract Documents; provided, however, that if the Trade Contractor is not responsible for the nonconforming condition, the Trade Contractor Agreement shall be equitably adjusted by change order for the cost and time of uncovering, correcting and restoring such work.

9.12.3 CORRECTION OF WORK. The Trade Contractor is required to correct in a timely fashion any Trade Contract Work rejected by the General Contractor which fails to comply with the Trade Contract Documents regardless of when such deficiency are discovered. The Trade Contractor shall correct at its own cost and time and bear the expense of additional services for any nonconforming Trade Contract Work for which it is responsible.

9.13 CLEAN-UP. The Trade Contractor shall follow the General Contractor's clean-up directions, and

.1 at all times keep the Project and premises free from debris resulting from the Trade Contract Work; and

.2 broom clean each work area prior to discontinuing work in each area. If the Trade Contractor fails to immediately commence compliance with clean-up duties within twenty-four (24) hours after written notification from the General Contractor of noncompliance, the General Contractor may implement appropriate clean-up measures without further notice and the cost thereof shall be deducted from any amounts due or to become due the Trade Contractor under this Trade Contractor Agreement.

9.14 SAFETY OF PERSONS AND PROPERTY.

9.14.1 SAFETY. The Trade Contractor is required to perform the Trade Contract Work in a safe manner and in strict adherence with

all local, state and federal authorities and regulations having jurisdiction, to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

- .1 employees and other persons at the site;
- .2 materials and equipment stored at on-site or off-site locations for use in performance of the Trade Contract Work; and
- .3 the Project and all property and structures located at the site and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Trade Contract Work.

9.14.2 LAWS AND NOTICES. The Trade Contractor shall give all required notices and comply with all applicable rules, regulations, postings, orders and other lawful requirements established to prevent injury, loss or damage to persons or property and in accordance with the Safety Guidelines attached hereto as Exhibit B.

9.14.3 SAFETY RESPONSIBILITY. The Trade Contractor shall have full responsibility for implementing appropriate safety measures pertaining to the Trade Contract Work, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent thereto from injury, loss or damage. The Trade Contractor is considered to be the "controlling contractor" and is fully responsible for complying with all OSHA, DOT, ENCON, DEC or any other government or enforcement agency laws and or regulations. The project site is to be considered a "Hard Hat" Area until project completion. The Trade Contractor shall submit to the General Contractor its Company Safety Manual for review within 5 business days of contract execution. At no time does the General Contractor or any of its agents or consultants take any responsibility for the safety of the Trade Contractor's workers or the effect of their actions on the safety of others of the surrounding properties. General Contractor may remove from the site any individual or the Trade Contractor if necessary for failing to follow safety guidelines.

9.14.4 EXTREME CARE. The Trade Contractor shall exercise extreme care in carrying out any Trade Contract Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials or equipment. At all times relevant hereto, the Trade Contractor shall use properly qualified individuals or entities to carry out the Trade Contract Work in a safe manner so as to reduce the risk of personal injury or property damage.

9.14.5 PROPERTY DAMAGE. The Trade Contractor is required to promptly remedy any loss or damage caused to the work, materials, equipment and property referred to in Clauses 9.14.1.2 and 9.14.1.3 if said loss or damage is not fully compensated by insurance required under the Trade Contractor Agreement, but only to the extent caused in whole or in part by the fault or negligence of the Trade Contractor and/or persons or entities performing work for or on behalf of the Trade Contractor, regardless of tier, who have furnished labor, materials or services relating to the Trade Contractor Agreement and for whose acts the Trade Contractor may be liable, and/or any other persons or entities subject to the Trade Contractor's control. The Trade Contractor shall not be required to remedy any loss or damage which is not attributable to the fault or negligence of the Trade Contractor or of any person or entity for whose acts the Trade Contractor may be liable.

9.14.6 TRADE CONTRACTOR'S SAFETY REPRESENTATIVE. The Trade Contractor is required to designate an individual at the site in the employ of the Trade Contractor who shall act as the Trade Contractor's designated safety representative/OSHA compliant competent person with a duty to prevent accidents. Unless otherwise identified by the Trade Contractor in writing to the General Contractor, the designated safety representative/ OSHA compliant competent person shall be the Trade Contractor's project superintendent.

9.14.7 LOADING OF STRUCTURES. The Trade Contractor has an affirmative duty not to overload the structures or conditions at the site and shall take reasonable steps not to load any part of the structures or site so as to give rise to an unsafe condition or create an unreasonable risk of personal injury or property damage. The Trade Contractor shall have the right to request, in writing from the General Contractor, loading information concerning the structures at the site.

9.14.8 NOTICE OF ACCIDENTS. The Trade Contractor shall give prompt written notice to the General Contractor and the Construction Manager of any accident/ incident involving personal injury requiring a physician's care, any property damage, or any failure that could have resulted in serious personal injury, whether or not such an injury was sustained. A detailed written incident report shall be furnished to the General Contractor within 24 hours of the accident incident.

9.14.9 ACCIDENT PREVENTION. Prevention of accidents at the site is the responsibility of the Trade Contractor, its employees, subcontractors and suppliers, and all other trade contractors, persons and entities at the site. The Trade Contractor shall establish its own site specific safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the General Contractor, including, but not limited to, requirements imposed by the Trade Contract Documents. The Trade Contractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project and shall stop any part of the Trade Contract Work which the General Contractor deems unsafe until corrective measures satisfactory to the General Contractor shall have been taken. The General Contractor is not responsible for identifying unsafe practices, and the General Contractor's failure to stop the Trade Contractor's unsafe practices shall not relieve the Trade Contractor of the responsibility therefor. The Trade Contractor shall indemnify the General Contractor for fines and penalties imposed on General Contractor as a result of safety violations, but only to the extent that such fines or penalties are caused by the Trade Contractor's failure to comply with applicable safety requirements.

9.15 PERMITS, FEES AND LICENSES. The Trade Contractor shall give adequate notices to authorities pertaining to the Trade Contract Work and secure and pay for all permits, fees, licenses, and assessments necessary to complete the Trade Contract Work in accordance with the Trade Contract Documents. The Trade Contractor shall not be compensated for additional costs resulting from laws, ordinances, rules, regulations and taxes enacted after the date of this Trade Contractor Agreement.

9.16 DELEGATION OR SUBCONTRACTING OF DUTIES. The Trade Contractor is prohibited from delegating, transferring,

conveying, subcontracting, relinquishing or otherwise disposing of the whole or any part of its duties under this Trade Contractor Agreement without the prior written approval of the General Contractor. Approval shall not be unreasonably withheld. Trade Contractor shall require that all subcontracts contain a provision whereby the subcontractor expressly agrees to be bound by all of the terms and conditions of the Prime Contract Documents, and to assume toward the Trade Contractor all of the obligations and responsibilities that the Trade Contractor by the Contract Documents assumes toward the General Contractor. In addition, Trade Contractor shall be responsible for informing all subcontractors of all of the terms, conditions and requirements of the Contract Documents, including, but not limited to the General Conditions and the Specifications. Trade Contractor shall provide a list of all Subcontractors and material suppliers of Trade Contractor to General Contractor on the form attached hereto as Exhibit C.

9.17 MATERIALS SAFETY.

9.17.1 HAZARDOUS MATERIALS. Should the Trade Contractor encounter asbestos, polychlorinated biphenyl (PCB) or other hazardous substances at the site which potentially are harmful to persons or property, then the Trade Contractor shall take all steps required by the Trade Contract Documents and by law to protect persons and property from injury or damage, including stopping the Trade Contract Work in the affected areas and promptly advising the General Contractor in writing of the conditions encountered at the site. Should the Trade Contractor be required to stop the Trade Contract Work in any area of the Project as a result of hazardous substances located at the site, then the Trade Contractor shall not resume its Trade Contract Work in the affected area until:

- .1 the hazardous substances have been removed as required by applicable laws or made harmless,
- .2 the General Contractor and Trade Contractor agree in writing to commence Trade Contract Work in all or a portion of the area,
- .3 the General Contractor orders the Trade Contract Work to proceed in the affected area and the parties agree, or
- .4 the matter is resolved through arbitration as provided for in this Trade Contractor Agreement.

9.17.2 TRADE CONTRACTOR'S CONSENT. The Trade Contractor shall not be required to perform Trade Contract Work in areas containing asbestos, PCBs, or any other hazardous substances defined by the Trade Contract Documents, without the Trade Contractor's consent. Notwithstanding the foregoing, however, Trade Contractor has been made aware of the known presence of lead paint and asbestos containing material as shown in surveys attached hereto as Exhibit H, and agrees to perform the Trade Contract Work under the conditions contained on Exhibit H herein.

9.17.3 MATERIAL SAFETY DATA SHEETS. Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Trade Contract Work shall be on site readily available to the General Contractor and all others on site by the Trade Contractor, MSD sheets obtained by the General Contractor from other trades and all others' contractors or sources shall be made available to the Trade Contractor by the General Contractor.

9.17.4 REMOVAL OF HAZARDOUS SUBSTANCES. Trade Contractor shall not be required to remove any hazardous substances outside the scope of the work.

ARTICLE 10 LABOR RELATIONS

10.1 HARMONIOUS WORKING RELATIONSHIP. This is an "open shop" contract, which means that both union and non-union employees may be employed to work on the Project. It is the Trade Contractor's responsibility to maintain a harmonious working relationship between the Trade Contractor's employees and the employees of the General Contractor, and other trade contractors, subcontractors, and vendors. Strikes, sympathy strikes, work stoppages, sit-ins, sit-downs, picketing, hand billing or otherwise advising the public that a labor dispute exists, or a work slow down of any kind, for any reason, by or caused by the Trade Contractor or its employees or any other persons subject to the Trade Contractor's control shall not be permitted to interfere with the progress of the work at any time.

10.2 RESOLUTION OF VIOLATIONS. Notwithstanding any provision to the contrary, any violation of this provision by the Trade Contractor or its employees shall be expeditiously resolved by the Trade Contractor within twenty (24) hours of receiving notice of such violation. The Trade Contractor's failure and refusal to remedy such violation(s) within twenty (24) hours of receiving notice of such violation, shall be a Failure of Performance, and as a result, Contractor, without prejudice to any other rights or remedies under this Trade Contractor Agreement, or in law or in equity, shall have a right to terminate this agreement for cause.

10.3 DELAYS. If the progress of the Trade Contract Work is affected by any undue delay in furnishing or installing any materials or equipment required because of a conflict involving any labor agreement or regulation, the General Contractor may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

10.4 CONTINUATION OF WORK. In the event of a strike, sympathy strike, work stoppage, sit-in, sit-down, picket line, hand billing or work slow down of any kind, for any reason that affects the progress of the Trade Contract Work, by anyone other than the Trade Contractor or its employees or persons subject to the Trade Contractor's control, the Trade Contractor is bound to continue with the performance of its Work, and the provisions of Section 13.3 regarding delays shall pertain.

ARTICLE 11 INSURANCE

11.1 TRADE CONTRACTOR'S INSURANCE. Prior to start of the Trade Contract Work, the Trade Contractor shall procure for the Trade Contract Work and maintain in force Workers' Compensation insurance, Employer's Liability insurance, Comprehensive Automobile Liability insurance, Comprehensive or Commercial General Liability insurance on an occurrence basis, and any other insurance required of Trade Contractor under the Trade Contractor Agreement. The Trade Contractor's insurance shall include contractual liability insurance covering the Trade Contractor's obligations under this Trade Contractor Agreement. All policies procured by the Trade Contractor

pursuant to this provision shall name the General Contractor, the Owner, the Architect/Engineer, Consultants and their agents and employees as additional insured, and shall be primary and non-contributory to any insurance carried by these additional insured.

11.2 MINIMUM LIMITS OF LIABILITY. The Trade Contractor's Comprehensive or Commercial General Liability insurance and Comprehensive Automobile Liability insurance, as required by Paragraph 11.1 shall be written with limits of liability not less than the following: See **Exhibit A** including Insurance Rider from General Contractor - Trade Contractor's Insurance Requirements

11.2.1 All such insurance policies shall provide coverage for claims made against the Owner or General Contractor.

11.3 NUMBER OF POLICIES. Comprehensive or Commercial General Liability insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess and/or umbrella liability policies.

11.4 CANCELLATION, RENEWAL OR MODIFICATION. The Trade Contractor shall maintain in effect all insurance coverage required under this Trade Contractor Agreement at the Trade Contractor's sole expense and with insurance companies mutually agreeable to the General Contractor and Trade Contractor. All insurance policies shall contain a provision that the coverages afforded thereunder shall not be canceled or not renewed, nor restrictive modifications added, until at least thirty (30) calendar days' prior written notice has been given to General Contractor, unless otherwise specifically required in the Trade Contract Documents. Certificates of Insurance, or certified copies of policies reasonably acceptable to the General Contractor, shall be filed with the General Contractor prior to the commencement of the Trade Contract Work. In the event the Trade Contractor fails to obtain or maintain any insurance coverage required under this Trade Contractor Agreement, the General Contractor may purchase such coverage and charge the expense thereof to the Trade Contractor, or terminate this Trade Contractor Agreement for cause pursuant to Article 16. The Trade Contractor shall maintain completed operations liability insurance for a total liability limit of \$2,000,000 for two years after acceptance of the Trade Contract Work, substantial completion of the Project, or to the time required by the Trade Contract Documents, whichever is longer. The Trade Contractor shall furnish the General Contractor evidence of such insurance at the time of completion of the Trade Contract Work.

11.5 PROPERTY INSURANCE.

11.5.1 BUILDER'S "ALL RISK" BY OWNER. The Owner shall obtain and maintain property insurance upon the entire Project, including all existing structures in which any Trade Contract Work is to be performed, as well as all Project structures which are fully or partially owned or occupied by Owner or its affiliates for the full cost of replacement at the time of any loss. This insurance shall include as insured the General Contractor, Architect/Engineer, Owner, trade contractors and all subcontractors and suppliers. This insurance shall insure against loss from the perils of fire and extended coverage and shall include "all risk" coverage including at a minimum coverage for theft, vandalism, malicious mischief, inland transit, collapse, falsework, temporary buildings, debris removal, flood, earthquake, wind, testing, and damage resulting from defective design, workmanship or material. The General Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The Owner shall be responsible for all premiums and any co-insurance penalties, exclusions, sub limits or deductibles. Such insurance shall be primary and noncontributing in respect to any insurance of the General Contractor, the Trade Contractors and all subcontractors and suppliers. Upon written request of the Trade Contractor, the General Contractor will provide the Trade Contractor with a copy of the Builder's Risk policy of insurance and any other property or equipment insurance in force for the Project if procured by the Owner.

11.5.2 IN TRANSIT INSURANCE. If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Trade Contractor Agreement, the Trade Contractor shall procure and maintain at the Trade Contractor's own expense property and equipment insurance for portions of the Trade Contract Work stored off-site or in transit.

11.6 WAIVER OF RIGHTS. The Trade Contractor and General Contractor shall waive all rights against each other, the Architect/Engineer, the consultants, agents and employees of any of them and all other trade contractors for loss or damage to the extent covered by Builder's Risk or any other property, transit or tools and equipment insurance, except such rights as they may have to the proceeds of such insurance.

11.7 SUBROGATION.

11.7.1 WAIVER. The General Contractor and the Trade Contractor shall have insurers waive all rights of subrogation which they may have against the Architect/Engineer, other trade contractors, and their subcontractors and suppliers on all policies carried by the General Contractor on the Project and adjacent properties.

11.7.2 ENDORSEMENT. If the policies of Insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

11.8 POLICIES. Prior to the Date of Commencement, the Trade Contractor will deliver to the General Contractor certified copies of all insurance policies procured by the Trade Contractor under this Article, or, with the consent of the General Contractor, certificates of insurance in form and substance satisfactory to the General Contractor. All such policies or certificates shall expressly provide that at least 30 days written notice must be given to the General Contractor prior to the cancellation, material amendment, non-renewal, or expiration of any coverage. All insurers are subject to the reasonable approval of the General Contractor.

ARTICLE 12 INDEMNIFICATION

12.1 INDEMNITY. To the fullest extent permitted by law, the Trade Contractor shall defend, indemnify, and hold harmless the Owner, the General Contractor, and the Architect/Engineer, Consultants, their agents and employees (the "Indemnitees"), from and against all claims, damages, losses, liabilities, or expenses of any kind for bodily injury, sickness, disease, death, and/or property damage (other than to the Trade

Contract Work itself) that arise out of or result from a default under this Agreement, the performance of the Trade Contract Work, but only to the extent of the negligence or culpable conduct alleged or attributed to such acts or omissions of the Trade Contractor, its subcontractors and suppliers, or anyone employed directly or indirectly by any of them, or anyone subject to the Trade Contractor's control, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other rights or obligations of indemnity that would otherwise exist as to a party or person described in this paragraph. This indemnity further expressly covers claimed breaches of statutory duty or obligation on the part of the Indemnitees, but does not extend to that part of any claims, damages, losses, liabilities, or expenses shown to arise from the negligent acts or omissions of the Indemnitees. If any of the foregoing provisions are made void or are otherwise deemed invalid or unenforceable under any law controlling the construction hereof, the indemnification provided hereunder shall be deemed to conform to the fullest extent permitted by such controlling law.

12.2 NO LIMITATION UPON LIABILITY. To the fullest extent permitted by law, in any and all claims against the Owner, the General Contractor, Consultants, the Architect/Engineer, and other contractors or trade contractors, or any of their consultants, agents or employees, by any employee of the Trade Contractor, anyone directly or indirectly employed by the Trade Contractor or anyone for whose acts the Trade Contractor may be liable, the indemnification obligation under this Article 12 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Trade Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12.3 ARCHITECT/ENGINEER EXCLUSION. Except with regard to the Trade Contractor's design obligations under this Trade Contractor Agreement, the obligations of the Trade Contractor under this Article 12 shall not extend to the liability of the Architect/Engineer, the Architect/Engineer's consultants, agents or employees of any of them, arising out of:

- .1 the preparation or approval of maps, drawings, options, reports, surveys, change orders, designs or specifications, or
- .2 the giving of or the failure to give directions or instructions by the Architect/Engineer, the Architect/Engineer's consultants, and agents or employees of any of them provided such giving or failure to give is the primary cause of the injury or damage. With respect to the Trade Contractor's design obligations under this Trade Contractor Agreement, the indemnification provisions contained in this Article 13 shall be fully applicable.

12.4 COMPLIANCE WITH LAWS. The Trade Contractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances and regulations (hereinafter collectively referred to as laws) applicable to the Trade Contract Work including, but not limited to, equal employment opportunity, and all other laws with which the Trade Contractor must comply according to the Trade Contract Documents. The Trade Contractor shall be liable to the Owner and the General Contractor for all loss, cost and expense attributable to any failure of the Trade Contractor, its employees and agents to comply with such laws, including, but not limited to, any fines, penalties or corrective measures.

12.5 ROYALTIES, PATENTS, AND COPYRIGHTS. The Trade Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Trade Contractor and incorporated in the Trade Contract Work. The Trade Contractor shall defend, indemnify and hold the General Contractor harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The General Contractor agrees to defend, indemnify and hold the Trade Contractor harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems specified by the General Contractor.

ARTICLE 13 CHANGES, CLAIMS AND DELAYS

13.1 CHANGES.

13.1.1 TRADE CONTRACT CHANGE. A Trade Contract Change is any change in the Trade Contract Work within the general scope of the Trade Contractor Agreement including a change in the drawings, specifications or technical requirements of the Trade Contractor Agreement and/or a change in the Project Schedule affecting the performance of the Trade Contractor Agreement.

13.1.2 CHANGE ORDER. By issuing a written order, the General Contractor, may require the Trade Contractor to make changes in the Trade Contract Work, which are within the general scope of this Trade Contractor Agreement. Adjustments in the Trade Contract Price or Trade Contract Time, if any, resulting from such changes shall be set forth in a Trade Contract Change Order or a Trade Contract Construction Change Directive pursuant to the Trade Contract Documents. A Trade Contract Change Order is a written instrument signed by the General Contractor and the Trade Contractor stating their agreement upon the change in the scope of the Trade Contract Work, adjustment in the Trade Contract Price and/or Trade Contract Time. A Trade Contract Construction Change Directive is a written instrument prepared by the General Contractor directing a change in the Trade Contract Work and stating a proposed adjustment, if any, in the Trade Contract Price or Trade Contract Time or both. A Trade Contract Construction Change Directive shall be used in the absence of agreement on the terms of a Trade Contract Change Order.

13.1.3 TRADE CONTRACT CONSTRUCTION CHANGE DIRECTIVE. The Trade Contractor must comply with all Trade Contract Construction Change Directives and shall promptly perform the required changes in the Trade Contract Work. The Trade Contractor shall evaluate the proposed adjustment in the Trade Contract Price or Trade Contract Time, if any, as set forth in the Trade Contract Construction Change Directive and respond, in writing, to the General Contractor stating the Trade Contractor's acceptance or rejection of the proposed adjustment and the reasons therefor. The Trade Contractor may agree to the Trade Contract Construction Change Directive and the terms of the proposed adjustment, if any, by signing the Trade Contract Construction Change Directive and returning it forthwith to the General Contractor. Trade Contract Construction Change Directives agreed to by the Trade Contractor are effective immediately and become Trade Contract Change Orders in accordance with their terms.

13.1.4 ADJUSTMENT IN TRADE CONTRACT PRICE. If a Trade Contract Change Order or Trade Contract Construction Change

Directive requires an adjustment in the Trade Contract Price, the adjustment shall be established by one of the following methods:

- .1 mutual agreement on a lump sum with sufficient information to substantiate the amount;
- .2 unit prices already established in the Trade Contract Documents or if not established by the Trade Contract Documents then established by mutual agreement for the adjustment;
- .3 As may otherwise be required by the Trade Contract Documents.
- .4 The Trade Contractor will be allowed reasonable overhead/profit for work performed by its own forces and/or for work performed by its subcontractors, to be mutually agreed upon.

13.1.5 RESOLUTION OF ADJUSTMENT. If the Trade Contractor does not advise the General Contractor promptly of the Trade Contractor's agreement or disagreement with a proposed adjustment, or if the Trade Contractor disagrees with the proposed method of adjustment, the method and the adjustment shall be determined by the General Contractor on the basis of reasonable Trade Contractor expenditures and savings attributable to the change, including, in the case of an increase in the Trade Contract Price, a reasonable markup for overhead and profit (see Section 13.1.4.5). The Trade Contractor may contest the reasonableness of any adjustment determined by the General Contractor. Pending final determination of costs the Trade Contractor may include in Trade Contractor Applications for Payment amounts not in dispute for work performed pursuant to properly authorized Trade Contract Construction Change Directives.

13.1.6 INCIDENTAL CHANGES IN THE TRADE CONTRACT WORK. The General Contractor may direct the Trade Contractor to perform incidental changes in the Trade Contract Work that do not involve adjustments in the Trade Contract Price or Trade Contract Time. Incidental changes shall be consistent with the scope and intent of the Trade Contract Documents. The General Contractor shall initiate an incidental change in the Trade Contract Work by issuing a written order to the Trade Contractor. Such written orders shall be carried out promptly and are binding on the parties.

13.1.7 ADJUSTMENT OF UNIT PRICES. If a proposed Trade Contract Change Order alters original quantities to a degree that application of previously agreed upon unit prices would be inequitable to either the General Contractor or the Trade Contractor, the unit prices and/or the Trade Contract Price shall be equitably adjusted.

13.1.8 DIFFERING SITE CONDITIONS. Excepting specifically any matters relating to site conditions under the design obligations undertaken by the Trade Contractor, if conditions are encountered at the site that are:

1. subsurface or other physical conditions that differ materially from those indicated in the Trade Contract Documents, or
2. unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities in the area of the Project, written notice shall be given to the other party promptly before the conditions are disturbed and in no event later than seven (7) calendar days after first observance of the conditions and an equitable adjustment to the Trade Contract Price and Trade Contract Time shall be made by Trade Contract Change Order. If agreement cannot be reached by the parties, the party seeking an adjustment in the Trade Contract Price or Trade Contract Time may assert a claim in accordance with paragraph 13.2.

13.1.9 OBLIGATION TO PERFORM. Notwithstanding any dispute between the General Contractor and the Trade Contractor as to work directives, scope issues, pricing or any other matter, the Trade Contractor shall be required to perform all work directed by the General Contractor.

13.2 CLAIMS. A claim is a demand or assertion made in writing by the Trade Contractor seeking an adjustment in the Trade Contract Price and/or Trade Contract Time, an adjustment or interpretation of the terms of the Trade Contractor Agreement, or other relief arising under or relating to this Trade Contractor Agreement, including the resolution of any matters in dispute between the General Contractor and Trade Contractor in connection with the Project. The Trade Contractor agrees that no claim shall be valid or enforceable unless the Trade Contractor gives the General Contractor written notice of such claim within seven (7) calendar days of the date when the Trade Contractor first knows of the facts giving rise to the event for which such claim is made.

13.3 DELAY.

13.3.1 TIME EXTENSION. The Trade Contractor is entitled to an extension of the Trade Contract Time in which to complete its trade Contract Work if:

- .1 the Trade Contractor is delayed in the performance of the Trade Contract Work for any reason beyond the Trade Contractor's control, and without the Trade Contractor's fault or negligence, including delays caused in whole or in part by the General Contractor, Architect/Engineer or any other persons, entities or events, but excluding any delays for which the Trade Contractor has assumed responsibility under the terms of this Trade Contractor Agreement, or
- .2 the Trade Contract Work is delayed by order of the General Contractor, or an authorized representative of either, or
- .3 the Trade Contract Work is delayed for any reason or cause, which the General Contractor concludes, is an excusable delay. Said extension shall be set forth in a Trade Contract Change Order for such time as the parties may agree is reasonable.

13.3.2 DAMAGES. Trade Contractor expressly agrees for itself, its Subcontractors and suppliers not to make, and hereby waives, any claim for monetary damages of any kind on account of any delay, obstruction or hindrance in the performance of any aspect of its Work under this

Agreement, regardless of the cause or reason for such delay, and regardless of the party causing such delay, unless the delay, obstruction or hindrance is substantial and material. With respect to substantial and material delays, the Trade Contractor shall be entitled to remedies otherwise permissible under this Agreement; with respect to all other delays, Trade Contractor agrees that its sole per a schedule of assets list (the "List") provided by the General Contractor. The costs incurred by the Trade Contractor must be accurately ascribed to each asset itemized on the List that is included in the scope of the Trade Contract Work. All change order proposals from the Trade Contractor shall include necessary language to accurately describe the assets and the related work to be performed there under. The General Contractor may provide an initial List following the execution of this Trade Contractor Agreement, which shall be subject to modification from time to time during the progress of the Trade Contract Work. A final List will be provided to the Trade Contractor following the Trade Contract Work being substantially completed, and must be satisfactorily completed by the Trade Contractor as a condition to final payment.

ARTICLE 14

Payment

14.1.2 PAYMENT USE AND VERIFICATION. The Trade Contractor is required to pay for all labor, materials and equipment used in the performance of the Trade Contract Work through the most current period applicable to progress payments received. Reasonable evidence, satisfactory to the General Contractor, may be required to show that all obligations relating to the Trade Contract Work are current before releasing any payment due on the Trade Contract Work. If required by the General Contractor, before final payment is made for the Trade Contract Work, the Trade Contractor shall submit evidence satisfactory to the General Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Trade Contract Work, have been paid or otherwise satisfied as set forth in Subparagraph 14.3.2.

14.1.3 TRADE CONTRACTOR ASSIGNMENT OF RECEIVABLES. The Trade Contractor shall advise the General Contractor prior to entering into this Trade Contractor Agreement of the existence of any assignments or security interest granted by the Trade Contractor to any general creditor, bank lender surety, factor or other entity in receivables or monies that may become due the Trade Contractor under this Trade Contractor Agreement and shall give the General Contractor immediate written notice of any such assignments or security interests granted by the Trade Contractor after entering into this Trade Contractor Agreement.

14.1.4 PAYMENT NOT ACCEPTANCE. Payment to the Trade Contractor does not substitute or imply acceptance of any portion of the Trade Contract Work.

14.2 PROGRESS PAYMENTS.

14.2.1 APPLICATIONS. The Trade Contractor shall submit to the General Contractor monthly notarized applications for payment AIA form G702/G703 no later than the twenty-fifth (25th) day of the calendar month for which payment is required. Trade Contractor's applications for payment shall be itemized and supported by the Trade Contractor's Schedule of Values, attached hereto as Exhibit F, and any other substantiating data as required by this Trade Contractor Agreement. Payment applications may include payment requests on account of properly authorized Trade Contract Construction Change Directives. The progress payment application shall include Trade Contract Work performed through the preceding calendar month and include the amount of sales tax savings incurred on the labor and materials submitted for payment, a certified payroll report, and a list of NYS Certified MBE/WBE/DBE/SDVOSB contractors (must include Certification Number) and amount of services provided for the period covered. The General Contractor will review the application and recommend to the Owner amounts payable by the General Contractor to the Trade Contractor. The Trade Contractor acknowledges that its payment applications are also subject to the approval of the construction representative of the lending institution that is funding the cost of the Project for the Owner. The General Contractor shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than forty-five (45) calendar days after the Trade Contractor has submitted a complete and accurate payment application and funding has been approved by the Owner's lending institution, provided that such approval may only delay payment for up to fifteen (15) additional days. The General Contractor may deduct, from any progress payment, such amounts as may be retained pursuant to Subparagraph 14.2.6 below.

All Payment Requisitions should be submitted to:

**CHA GC LLC
12 Century Hill Drive, Suite 101
Latham NY 12110
Or emailed to ap@casshill.com**

14.2.2 STORED MATERIALS AND EQUIPMENT. There shall not be advances for building materials or furnishings not yet affixed to or incorporated into the Improvements, except as provided in this Section. Loan Advances, in accordance with the terms of this Agreement, for major building materials approved by Lenders agent which are stored on the Premises and intended to be incorporated into the Improvements pursuant to the Plans, provided General Contractor shall have received (a) bills of sale and other documentation evidencing payment in full of such materials, Owner's ownership thereof and the release of any right, title or lien in respect thereof by any vendor, (b) evidence that such materials are covered by the insurance policies required by this Agreement and are identified and protected against loss, theft and damage in a manner acceptable to the General Contractor and (c) evidence that advances made by Lenders for any materials stored on the Premises do not, at any one time, exceed, 90% of the amount requested. Lenders shall make Loan advances, in accordance with the terms of this Agreement, for fully-fabricated major building materials approved by General Contractor, which are stored at locations off the Premises (including on the land owned by Owner or its Affiliates adjacent to the Premises (the "Neighboring Premises")) prior to their incorporation into the Improvements pursuant to the Plans, provided that, in the case of each such advance, General Contractor shall have received (i) such security agreements, financing statements and other documents as General Contractor may require sufficient to create, perfect and protect a first lien on said materials, (ii) evidence that said materials are covered by the insurance policies required by this Agreement, (iii) a written statement from the facility owner housing of said materials (in the event the owner of the storage location is other than Owner or General Contractor) to the effect that Lender's Agent and the General Contractor may freely inspect said materials at all reasonable times.

14.2.3 WARRANTY. The Trade Contractor warrants that title to all Trade Contract Work covered by an application for payment will pass to the General Contractor no later than the time of payment. The Trade Contractor further warrants that upon submittal of an application for payment, all Trade Contract Work for which payment is to be made shall be free and clear of liens, claims, security interests or encumbrances in favor of the Trade Contractor and its subcontractors and suppliers.

14.2.4 PARTIAL LIEN WAIVERS AND AFFIDAVITS. As a prerequisite for payment, the Trade Contractor shall provide, a notarized, partial lien and claim waivers in the format attached in Exhibit F in the amount of the application for payment and affidavits from the Trade Contractor, and its subcontractors, materialmen, and suppliers for the completed Trade Contract Work. Such waivers may be conditional upon payment. In no event shall the Trade Contractor be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

14.2.5 ADJUSTMENT OF TRADE CONTRACTOR'S PAYMENT APPLICATION. The General Contractor may reject or adjust a Trade Contractor payment application or nullify a previously approved Trade Contractor payment application, in whole or in part, as may reasonably be necessary to protect the General Contractor from loss or damage based upon the following, to the extent that the Trade Contractor is responsible therefor under this Trade Contractor Agreement.

- .1 the Trade Contractor's repeated failure to perform the Trade Contract Work as required by the Trade Contractor Agreement; reasonably be necessary to protect the General Contractor from loss or damage based upon the following, to the extent that the Trade Contractor is responsible therefor under this Trade Contractor Agreement.
- .2 the Trade Contractor's repeated failure to perform the Trade Contract Work as required by the Trade Contractor Agreement;
- .3 loss or damage arising out of or relating to the Trade Contractor Agreement and caused by the Trade Contractor to the General Contractor or others to whom the General Contractor may be liable;
- .4 the Trade Contractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Trade Contract Work;
- .5 nonconforming or defective Trade Contract Work, which has not been corrected in a timely fashion;
- .6 reasonable evidence of delay in performance of the Trade Contractor Work such that the work will not be completed with the Trade Contract Time, and that the unpaid balance of the Trade Contract Price is not sufficient to offset any liquidated damages or actual damages that may be sustained by the General Contractor as a result of the anticipated delay caused by the Trade Contractor.
- .7 reasonable evidence demonstrating that the unpaid balance of the Trade Contract Price is insufficient to cover the cost to complete the Trade Contract Work;
- .8 third-party claims involving the Trade Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Trade Contractor furnishes the General Contractor with adequate security in the form of a surety bond, letter or credit or other collateral or commitment which are sufficient to discharge such claims if established; and
- .9 such amounts as are owned by the Trade Contractor on any claim for additional services rendered or materials furnished to the Trade Contractor in accordance with Paragraph 9.5 of this Agreement.

The General Contractor shall give written notice to the Trade Contractor, at the time of disapproving or nullifying an application for payment, of the specific reasons therefor. When the above reason as for disapproving or nullifying an application for payment are removed, payment will be made for amounts previously withheld. Notwithstanding anything contained in this Article to the contrary, if a claim is made and/or a lien is filed against the Owner or the Project by any person claiming that the Trade Contractor, or any of its subcontractors, suppliers, or other persons subject to the Trade Contractor's control, have failed to make payment for any labor, services, materials, equipment, taxes, or other obligations incurred in connection with the Trade Contractor Work, or if the Trade Contractor, its subcontractors, suppliers or persons subject to its control, cause damage to the Trade Contractor Work or any other work on the Project, or if the Trade Contractor fails to perform or is otherwise in default under any of the terms of this Trade Contract, the General Contractor shall have the right to retain from any payment then due or thereafter to become due to the Trade Contractor an amount that it deems sufficient to a) satisfy, discharge and/or defend against such claim or lien, b) make good any such nonpayment, damage, failure or default, and c) compensate the General Contractor for any and all losses, liabilities, damages, costs and expenses, including legal fees, sustained by the General Contractor. The General Contractor, in its sole discretion, shall have the right to apply and charge against the Trade Contractor so much of the amount retained, and, at its option, the General Contractor may a) issue dual payee checks to the Trade Contractor and its subcontractors and/or suppliers, or b) issue checks directly to the Trade Contractor's subcontractors and/or suppliers, after 5 days notice to the Trade Contractor, in order to accomplish any of the foregoing purposes. The ultimate invalidity of any such claim, lien, action or judgment shall not impair the Owner's rights under this provision.

14.2.6 RETAINAGE. From each progress payment made prior to the time the Trade Contractor has substantially completed its Trade Contract Work, as determined by the General Contractor, shall retain (10%) percent of the amount otherwise due. The General Contractor may, in its sole and absolute discretion, reduce the amount to be retained hereunder at any time. The request for retainage held by General Contractor shall be requisitioned as a separate application for payment at contract completion.

14.2.7 SUBSTANTIAL COMPLETION. "Substantially completed" with respect to the Trade Contract Work is the stage in the progress of the Trade Contract Work that the Owner can utilize the Trade Contract Work for its intended purpose. "Substantially completed" with respect to the entire Project is the stage in the progress of the entire work of the Project that the Owner can utilize and/or occupy the work of the entire Project for its intended use, and the Owner has received all applicable certificates of occupancy and any other permits,

approvals, licenses, and other documents from any governmental authority having jurisdiction over the work of the Project for the beneficial occupancy thereof.

14.3 FINAL PAYMENT.

14.3.1 APPLICATION. Upon acceptance of the Trade Contract Work by the General Contractor, and upon the Trade Contractor furnishing evidence of fulfillment of the Trade Contractor's obligations in accordance with the Trade Contract Documents, including all close out documentation, completed warranties, and as-built drawings, if required, the Trade Contractor shall submit its application for final payment. The General Contractor will review and accept or adjust the Trade Contractor's final payment application as outlined in the terms herein. The Trade Contractor acknowledges that final payment is also subject to the approval of the construction representative of the lending institution that is funding the cost of the Project for the Owner.

14.3.2 REQUIREMENTS. Along with its application for final payment, the Trade Contractor shall furnish to the General Contractor:

- .1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Trade Contract Work for which the Owner or its property or the General Contractor or the Owner's surety might in any way be liable, have been paid or otherwise satisfied;
- .2 consent of the Trade Contractor's surety to final payment, if required;
- .3 satisfaction of closeout procedures as may be required by the Trade Contractor Agreement;
- .4 certification that insurance required by the Trade Contractor Agreement to remain in effect beyond final payment pursuant to this Trade Contractor Agreement is in effect and will not be cancelled or allowed to expire without at least thirty (30) calendar days' written notice to the General Contractor, unless a longer period is stipulated in the Trade Contract Documents; and
- .5 other data if required by the General Contractor, such as receipts, releases, and waivers of liens effective upon payment to the extent and in such form as may be designated by the General Contractor, including the satisfactory submission of a Certified Payroll Report.

14.3.3 TIME OF PAYMENT. Final payment of the balance of the Trade Contract Price, less any amount retained pursuant to Subparagraph 15.2 of this Agreement, shall be made to the Trade Contractor within thirty (30) days after the Trade Contractor has submitted a satisfactory, complete and accurate application for final payment. Retainage will be paid 30 days after Trade Contractor has submitted a request for payment and all Final close-out paperwork is submitted and accepted.

14.3.4 LATE PAYMENT INTEREST. Progress payments or final payment due and unpaid under this Trade Contractor Agreement shall bear interest from the date payment is due at the rate of five (5%) percent per annum.

ARTICLE 15 DISPUTE RESOLUTION

15.1 INITIAL DISPUTE RESOLUTION. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. Issues to be mediated are subject to the exceptions in Paragraph 15.2 for arbitration. Once one party files a request for mediation with the other contracting party and with the American Arbitration Association, the parties agree to conclude such mediation within sixty (60) days of filing of the request. Notwithstanding the foregoing, prior to submitting the dispute to the American Arbitration Association, the parties shall first endeavor to mutually agree upon the mediator, and if the parties so agree, the mediation shall proceed without the auspices of the American Arbitration Association, but pursuant to its Construction Industry Rules then in effect .

15.2 AGREEMENT TO ARBITRATE. Any controversy or claim arising out of or relating to this Agreement or its breach which is not resolved by mediation, except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. Notwithstanding Paragraph 8.2, this agreement to arbitrate shall be governed by Article 75 of the New York Civil Practice Law and Rules, or any successor statute. Notwithstanding the foregoing, prior to submitting the dispute to the American Arbitration Association, the parties shall first endeavor to mutually agree upon the arbitrator, and if the parties so agree, the arbitration shall proceed without the auspices of the American Arbitration Association, but pursuant to its Construction Industry Rules then in effect. All arbitration proceedings shall be heard in the County of Albany, New York. Notwithstanding any Construction Industry Arbitration Rule to the contrary, the arbitration shall be conducted by a single arbitrator.

15.3 NOTICE OF DEMAND. Notice of the demand for arbitration shall be filed in writing with the other party to this Trade Contractor Agreement and with the American Arbitration Association. The demand for arbitration shall be made as required in the Trade Contract Documents or within a reasonable time after written notice of the claim, dispute or other matter in question has been given, but in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation. The location of the arbitration proceedings shall be at the office of the American Arbitration Association nearest the Project site, unless the parties agree otherwise.

15.4 AWARD. The arbitration award shall be final. Any proceedings to confirm, vacate or modify the award, or with respect to any aspect of the arbitration, may be brought in any court of competent jurisdiction in the County of Albany, New York..

15.5 WORK CONTINUATION AND PAYMENT. The Trade Contractor shall carry on the Trade Contract Work and maintain the

Project Schedule pending final resolution of a claim including arbitration, unless the Trade Contractor Agreement has been terminated or the Trade Contract Work suspended as provided for in this Trade Contractor Agreement, or the parties otherwise agree in writing to a partial or total suspension of the Trade Contract Work. If the Trade Contractor is continuing to perform in accordance with this Trade Contractor Agreement, the General Contractor shall continue to make payments as required by the Trade Contractor Agreement.

15.6 NO LIMITATION OF RIGHTS AND REMEDIES. Nothing in this Article shall limit any rights or remedies not expressly waived by the Trade Contractor, which the Trade Contractor may have under lien laws or surety bonds.

15.7 MULTIPARTY PROCEEDING. Dispute resolution proceedings under this Article may include multiparties and/ or may be consolidated or joined with other dispute resolution proceeding upon the consent or at the request of the General Contractor.

ARTICLE 16 SUSPENSION AND TERMINATION

16.1 FAILURE OF PERFORMANCE BY TRADE CONTRACTOR.

16.1.1 NOTICE TO CURE. If the Trade Contractor refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Project Schedule, or it fails to make prompt payment to its workers, subcontractors or suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to adhere to the harmonious labor relations requirements of Article 9, fails to meet the insurance requirements of Article 10, or otherwise is guilty of a material breach of a provision of this Trade Contractor Agreement, the Trade Contractor may be deemed in default of this Trade Contractor Agreement. If the Trade Contractor fails within two (2) working days after written notification to commence and continue satisfactory correction of such default, with diligence and promptness, then the General Contractor without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

- .1 supply such number of workers and quantity of materials, equipment and other facilities as the General Contractor shall deem necessary for the satisfactory correction of such default, which the Trade Contractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to the Trade Contractor, who shall be liable for the payment of same including reasonable overhead, project and attorneys' fees;
- .2 contract with one or more additional trade contractors, to perform such part of the Trade Contract Work as the General Contractor shall determine will provide the most expeditious correction of the default and charge the cost thereof to the Trade Contractor;
- .3 take any steps or actions on its own to cure the default, at Trade Contractor's expense;
- .4 withhold payment of moneys due the Trade Contractor in accordance with Subparagraph 14.2.5 of this Trade Contractor Agreement; and
- .5 in the event of an emergency affecting the safety of persons or property, the General Contractor may immediately proceed to commence and continue satisfactory correction of such default per (.1) or (.2) above, without first giving three (3) calendar days' written notice to the Trade Contractor, but shall then give prompt written notice of such action to the Trade Contractor.

All costs incurred by the General Contractor in performing the Trade Contract Work herein, including reasonable overhead, profit and attorneys' fees, and in otherwise curing the Trade Contractor's default shall be deducted from any moneys due or to become due the Trade Contractor under this Trade Contractor Agreement

16.1.2 TERMINATION BY GENERAL CONTRACTOR FOR CAUSE. If the Trade Contractor fails to commence and satisfactorily continue correction of a default within forty-eight (48) hours after the written notification issued under Subparagraph 16.1.1., then the General Contractor may, in lieu of or in addition to the remedies set forth in Subparagraph 16.1.1, issue a second written notification to the Trade Contractor. Such notice shall state that if the Trade Contractor fails to commence and continue correction of the default within twenty-four (24) hours of the second written notification, the Trade Contractor Agreement may be terminated and the General Contractor may use any materials, implements, equipment, appliances or tools furnished by or belonging to the Trade Contractor to complete the Trade Contract Work. The General Contractor also may furnish those materials, equipment and/or employ such workers or trade contractors as the General Contractor shall deem necessary to maintain the orderly progress of the Trade Contract Work. The General Contractor shall issue a written notice of termination to the Trade Contractor at the time the Trade Contractor Agreement is terminated. All costs incurred by the General Contractor in performing the Trade Contract Work, including reasonable overhead, profit and attorneys' fees, and in otherwise curing the Trade Contractor's default shall be deducted from any moneys due or to become due the Trade Contractor under this Trade Contractor Agreement. The Trade Contractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Trade Contract Price. If the unpaid balance of the Trade Contract Price for Work performed in accordance with the Trade Contractor Agreement exceeds the expense of finishing the Trade Contract Work, such excess shall be paid to the Trade Contractor.

16.1.3 USE OF TRADE CONTRACTOR'S EQUIPMENT. If the General Contractor performs work under this Article, or subcontracts such work to be so performed, the General Contractor shall have the right to take and use any materials, implements, equipment, appliances or tools furnished by, belonging or delivered to the Trade Contractor and located at the Project for the purpose of completing any remaining Trade Contract Work. Immediately upon completion of the Trade Contract Work, any remaining materials, implements, equipment, appliances or tools not consumed or incorporated in performance of the Trade Contract Work, and furnished by, belonging to, or delivered to the Project by or on behalf of the Trade Contractor, shall be returned to the Trade Contractor in substantially the same condition as when they were taken, reasonable wear and tear excepted.

16.2 SUSPENSION BY GENERAL CONTRACTOR FOR CONVENIENCE.

16.2.1 GENERAL CONTRACTOR SUSPENSION. Should the General Contractor order the Trade Contractor in writing to suspend, delay, or interrupt the performance of the Trade Contractor Agreement or any part that affects the Trade Contract Work for such period of time as may be determined to be appropriate for the convenience of the General Contractor, and not due to any act or omission of the Trade Contractor, or any other person or entity for whose acts or omissions the Trade Contractor may be liable, then the Trade Contractor shall immediately suspend, delay or interrupt that portion of the Trade Contract Work as ordered by the General Contractor.

16.2.2 ADJUSTMENTS. The Trade Contract Price and the Trade Contract Time shall be equitably adjusted for the cost and delay resulting from any such suspension, including any increases in the cost of materials, equipment and construction equipment.

16.3 TERMINATION BY GENERAL CONTRACTOR FOR CONVENIENCE.

16.3.1 TERMINATION BY GENERAL CONTRACTOR FOR CONVENIENCE. The General Contractor may, without cause, terminate its Trade Contractor Agreement with the Trade Contractor. The Trade Contractor shall immediately stop the Trade Contract Work, follow the General Contractor's instructions regarding shutdown and termination procedures, and mitigate all costs.

16.3.2 ADJUSTMENTS. If the Work is so terminated, the Trade Contractor may recover from the General Contractor payment for all Trade Contract Work performed in accordance with the Trade Contractor Agreement, up to the date of termination. All other claims, including those for anticipated profits, will be deemed waived by the Trade Contractor.

16.4 ASSIGNMENT OF SUBCONTRACTS. In the event that the General Contractor terminates this Agreement pursuant to Section 16.1 or Section 16.3, the Trade Contractor shall be deemed hereby to contingently assign to the General Contractor all of the Trade Contractor's subcontracts and purchase orders relating to the Trade Contract Work. This assignment shall only take effect upon the General Contractor's affirmative acceptance thereof on an individual basis for each subcontract and purchase order following termination, and the General Contractor shall have no liability to any of the Trade Contractor's subcontractors or suppliers until such affirmative acceptance in writing, and then such liability shall attach only to work performed or materials supplied after the date of acceptance by the General Contractor.

16.5 TERMINATION BY TRADE CONTRACTOR. If the Trade Contract Work has been stopped for thirty (30) calendar days because the Trade Contractor has not received progress payments as required under Article 14, or has been abandoned or suspended for an unreasonable period of time, but not less than forty-five (45) calendar days, not due to the fault or neglect of the Trade Contractor, then the Trade Contractor may terminate this Trade Contractor Agreement upon giving the General Contractor seven (7) calendar days' written notice. Upon such termination, Trade Contractor shall be entitled to recover from the General Contractor payment for all Trade Contract Work performed in accordance with the Trade Contractor Agreement, and all reasonable expenses directly resulting from the termination.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1 INCONSISTENCIES AND OMISSIONS. Should inconsistencies or omissions appear in the Trade Contract Documents, it shall be the duty of the Trade Contractor to so notify the General Contractor in writing within three (3) working days of the Trade Contractor's discovery thereof. Upon receipt of said notice, the General Contractor shall instruct the Trade Contractor as to the measures to be taken and the Trade Contractor shall comply with the instructions. If the Trade Contractor performs work knowing of such inconsistencies or omissions or knowing it to be contrary to any applicable laws, statutes, ordinances, building codes, rules or regulations without notice to the General Contractor and advance approval by appropriate authorities, including the General Contractor, then the Trade Contractor shall perform the necessary remedial Work and shall bear all associated costs which would have been avoided if the Trade Contractor had properly given notice.

17.2 NOTICE. All notices, communications, or the like, to be given by either party shall be in writing and shall be delivered: a) personally; or b) mailed by certified or registered mail, return receipt requested, addressed to the other party at the address set forth above, and shall be deemed to have been given two (2) days after mailing; or c) by facsimile transmission at the number set forth above, with recordation of transmission and receipt at the facsimile number to which it is sent. Any change of address or facsimile number may be made by a party by giving notice to the other party in accordance with the terms of this provision.

17.3 GOVERNING LAW. This Agreement shall be governed by the law in effect at the location of the Project, without regard to principles of choice or conflicts of law.

17.4 SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

17.5 TITLES. The titles given to provisions of this Trade Contractor Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

17.6 NO WAIVER OF PERFORMANCE. The failure of either party to insist in any one or more instances upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of any term, covenant, condition, or right with respect to further performance.

17.7 SEVERABILITY AND WAIVER. The partial or complete invalidity of any one or more provisions of this Trade Contractor Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Trade Contractor Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

17.8 ENTIRE AGREEMENT. This Trade Contractor Agreement is solely for the benefit of the signatories otherwise except as

specifically provided otherwise, and represents the entire and integrated agreement between the parties and, unless specifically provided otherwise, supersedes all prior negotiations, representations, or agreements, either written or oral.

17.9 REMEDIES. The parties' rights, liabilities, responsibilities and remedies with respect to this Trade Contractor Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Trade Contractor Agreement.

This Trade Contractor Agreement is effective as of the date first written above.

GENERAL CONTRACTOR:

TRADE CONTRACTOR:

CHA GC LLC

By: Marc H Paquin
Title: Manager

By:
Title:

EXHIBIT A

**CHA GC LLC
12 Century Hill Drive, Suite 101
Latham NY 12110**

Request for Liability Insurance Certificates

Certificate Holder: CHA GC LLC
12 Century Hill Drive, Suite 101
Latham, NY 12110

Project: Renovations at 271-277 State Street

Required Wording: CHA GC LLC, Wedgeway LLC, Schenectady Metroplex Development Authority and NBT Bank, N.A., ISAOA ATIMA and all associates shall be named as additional insured on a primary and non-contributory basis with a waiver of subrogation.

**** ALL CERTIFICATES MUST INCLUDE General Liability, Excess Liability, Auto Liability, Disability insurance and Worker's Comp. on the certificate, AND A COPY OF THE ADDITIONAL INSURED ENDORSEMENT verifying the above parties are added to the subcontractor policy. Such coverage shall include products and completed operations for a period of (1) year after completion of work.**

Commercial General Liability

2,000,000 Products/Completed Operations Aggregate
2,000,000 General Aggregate
1,000,000 Any One Occurrence (Coverage A)
1,000,000 Any One Person or Organization (Coverage B)

Automobile Liability (Comprehensive Coverage)

1,000,000 Each Accident

Commercial Excess Liability ("umbrella")

4,000,000 Products/Completed Operations Aggregate
4,000,000 General Aggregate

Employers Liability (Coverage "B" on the Workers Compensation Policy)

500,000 Each Accident
500,000 Each Employee for Injury or Disease
500,000 Aggregate for Injury by Disease

EXHIBIT A continued

**INSURANCE / INDEMNIFICATION RIDER –
RIDER TO AGREEMENT MADE THE _____ DAY OF _____, 2023,
BY AND BETWEEN CHA GC LLC (“GENERAL CONTRACTOR”)
AND _____ (“TRADE CONTRACTOR”)**

Notwithstanding anything inconsistent with the provisions in the Agreement Between General Contractor and Trade Contractor dated of even date herewith, the parties agree to the following amendment to Article 3.18.1

A. INDEMNIFICATION

To the fullest extent permitted by law, Trade Contractor shall indemnify, hold harmless and defend General Contractor, Architect, Architect’s consultants, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorneys’ fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Trade Contractor’s obligation to indemnify General Contractor, Architect, Architect’s consultants, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law; by the Trade Contractor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss or expense. The obligation of the Trade Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers’ compensation or other employee benefit acts provided by the Trade Contractor.

Notwithstanding anything inconsistent with the provisions in the Standard Form of Agreement Between General Contractor and Trade Contractor dated of even date herewith, the parties agree to the following amendment to Article 11.1:

B. INSURANCE REQUIREMENTS

The Trade Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:

1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate.

General Contractor and all other parties required of the Trade Contractor, shall be included as Additional Insureds on the Contractor’s CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

EXHIBIT A continued

2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident.

AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

General Contractor and all other parties required of the Trade Contractor, shall be included as Additional Insureds on the Trade Contractor's AL policy. The AL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

4) Commercial Umbrella Liability (UL) with limits of insurance of not less than \$4,000,000.

UL coverage must include as Additional Insureds all entities that are Additional Insureds on the CGL and the AL. The UL coverage for the Additional Insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insureds other than the CGL, AL and EL coverage maintained by the Trade Contractor.

5) Professional Liability Insurance (where applicable - when the Trade Contractor is providing Architectural and/or Engineering and/or any other Professional Advisory/Consulting services) with limits of insurance of not less than \$1,000,000 per claim.

GENERAL CONTRACTOR

TRADE CONTRACTOR

DATE

DATE

EXHIBIT B

CHA GC LLC SAFETY HANDBOOK

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Commitment to Safety Excellence

I. Introduction

This handbook has been prepared to communicate safe work practices to contractor employees working at 271-277 State Street Renovations, at 271-277 State Street, Schenectady, NY.

CHA GC LLC believes that accidents are preventable and that an accident-free environment is achievable. This commitment extends to the safety of all contractor employees working at CHA GC LLC worksites. Our experience is that improved safety results in improved operations.

This handbook will review CHA GC LLC expectations of contractors performing work for them. However, the information contained within this handbook should only be used as a reference guide, and in no way is it intended to replace or nullify any of the laws or established policies that govern the work being performed. It is also not a complete compilation of safety rules and regulations that may apply to the worksite. It is the responsibility of each contractor employee to perform work in full compliance with all applicable laws and regulations.

Contractor supervisors are responsible for ensuring that these safe work practices are communicated to all personnel under their supervision.

It is also a requirement for contractor management to identify an employee working at our facilities to act as the company's "contractor safety representative". When simultaneously employing ten (10) or more people at our facilities, the company must assign a "full-time" safety person.

II. Safety Rules for All Trade Contractor Employees

1. All employees shall follow the safe practices and rules contained in this manual and such other rules and practices communicated on the job. All employees shall report all unsafe conditions or practices to the proper supervisor.
2. The supervisor shall be responsible for implementing these policies by ensuring that employees observe and obey all rules and regulations necessary to maintain a safe workplace and safe work habits and practices.
3. Good housekeeping must be practiced at all times in the work area. Clean up all waste and eliminate any dangers in the work area.
4. Suitable clothing and footwear must be worn at all times. Personal protective equipment (hardhats, respirators, eye protection) will be worn whenever needed.
5. All employees will participate in safety meetings conducted by their supervisor or General Contractor.
6. Anyone under the influence of intoxicating liquor or drugs, including prescription drugs which might impair motor skills and judgment, shall not be allowed on the job.
7. Horseplay, scuffling, and other acts which tend to have an adverse influence on safety or wellbeing of other employees are prohibited.
8. Work shall be well planned and supervised to avoid injuries in the handling of heavy materials and while using equipment.
9. No one shall be permitted to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might expose the employee or others to injury.
10. There will be no consumption of drugs or alcohol on the job.

11. Employees should be alert to see that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the supervisor.
12. Employees shall not handle or tamper with electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received specific instructions.
13. All injuries should be reported to the supervisor so that arrangements can be made for medical or first aid treatment.
14. When lifting heavy objects, use the large muscles of the legs instead of the smaller muscles of the back.
15. Do not throw things, especially material and equipment. Dispose of all waste properly and carefully. Bend all exposed nails so they do not hurt anyone removing the waste.
16. Do not wear shoes with thin or torn soles.

III. Fire Protection

1. Smoking Regulations

Smoking is permitted only in designated smoking areas. These areas shall be identified by green “Designated Smoking Area” signs. Do not smoke in any area not designated.

2. Flammable/Combustible Liquids

Flammable liquids produce ignitable vapors at temperatures under 100°F (38C). These liquids include gasoline, alcohol and many paint thinners. Combustible liquids produce ignitable vapors when temperatures are between 100°F (38C) and 200°F (93C). Common examples include lubricating oils, turpentine, and diesel fuel.

Flammable and combustible liquids when stored outdoors must be kept in a contained storage area, remote from general access or traffic. Flammable liquids stored inside buildings must be kept in an approved flammable storage cabinet. Storage and dispensing areas must be identified by safety signs. No open flames, smoking, or other ignition sources are permitted within 50 feet of storage or dispensing area.

When in use or in storage, flammable liquids shall be kept in their original containers, safety cans (with flame arrestor and self-closing cap), or approved tank/drum dispensing installations.

While dispensing flammable liquids, containers shall be grounded and bonded to prevent the generation of static sparks.

A fire extinguisher (suitable for Class B fires) must be readily accessible in areas where flammable and combustible liquids are stored or handled.

3. Exits and Emergency Access/Egress

Keep exits, emergency escape routes, fire extinguishers, first aid kits, and other emergency equipment unobstructed.

Before working in an area, always identify the access route to the nearest exit. A secondary exit should also be identified in the event the primary route is blocked.

IV. Personal Protective Equipment

All personal protective equipment (PPE) must meet the requirements of the ANSI standard(s) corresponding to the respective type of PPE.

1. Head Protection:

Hard hats are required on all jobs.

2. Eye/Face Protection

Safety glasses with rigid side shields are the minimum required eye protection in all facilities. Your supervisor will review specific site rules regarding any additional eye protection requirements. Employees requiring corrective lenses shall wear approved prescription safety glasses with side shields. Alternatively, other appropriate protection (e.g. goggles) worn over regular prescription glasses is also acceptable. Dark safety glasses shall not be worn inside buildings, or while working at night.

Safety glasses are required to be worn under welding hoods. Lenses shaded to the correct tint are required for all welding, cutting or hot work.

Goggles shall be worn when conducting work involving sawing, chipping, drilling, or any other work that creates particulate matter or can cause particulates to fly or fall. They are also required when working with corrosive chemicals.

Face shields shall be worn when grinding, handling chemicals, or handling molten materials (lead, tar, etc.). Face shields must attach directly to the hard hat. Safety glasses or chemical goggles shall be worn under face shields. The hazard(s) involved with the job will determine which of the two is required.

3. Foot Protection

Protective-toed safety shoes or boots shall be worn. Metatarsal guards shall be worn when jobs pose a potential for metatarsal injury. Examples of such jobs are using jackhammers, tampers, and similar equipment.

Chemical resistant boots are to be used on jobs involving potential exposure to hazardous chemicals, including unhardened concrete.

4. Hearing Protection

Hearing protection must be worn at all times in high noise areas.

Hearing protection is also required when operating tools and equipment having high noise levels. Examples of such tools/equipment are jackhammers, power saws, explosive fasteners, etc.

5. Clothing

Shirts with at least four inch long sleeves shall be worn at all times. Shirt tails must be tucked into pants to prevent entanglement with moving equipment. Pants must extend to below the ankles. Shorts, muscle shirts, and tank tops are prohibited.

Rings, watches, and other jewelry must be removed while using power tools or working near rotating equipment. In other situations, rings must be removed or covered with tape.

Appropriate chemical protective clothing shall be worn as protection against chemical exposure.

6. Hand Protection

Gloves shall be worn by all employees when handling abrasive materials or when work subjects the hands to lacerations, punctures, burns, or bruises. Gloves shall not be worn around saws, lathes, drills, presses, and similar machinery in which the gloves could become entangled.

Cut resistant gloves shall be worn when handling sharp materials or knives.

Appropriate chemical protective gloves are required for work involving chemicals.

Di-electrically tested protective gloves are to be used on all power line work where there is the potential for contact with energized circuits in such work as concrete breaking, drilling, excavation, etc.

7. Fall Protection

An approved fall protection system is required to be used in the following situations where employees are exposed to fall hazards of greater than six feet:

- While working on sloped roofs with unprotected sides or edges
- While working on flat roofs without handrails when within ten feet of the edge or roof opening.
- While working on any suspended platform or stage
- While working in an elevated position higher than six feet unless protected from falling by standard handrails and toeboards. This includes open-sided floors, platforms, mezzanines and holes.
- Steel erection fall protection is covered in Section III, Paragraph 8.

An approved fall protection system may consist of a safety harness and lanyard connected to an adequate anchor point, an approved safety net arrangement, or a combination of both. Fall protection systems are to be inspected before every use.

A safety harness is required in all situations where the potential for falling exists, and the harness would serve to stop a fall.

Safety belts are only acceptable when serving to restrict or prevent exposure to a fall hazards as a positioning device. Safety belts shall not be used in situations where the belts would be expected to stop a fall.

8. Respiratory Protection

Respirators shall be worn when working near gases, fumes, mists, vapors, or dusts in concentrations above OSHA permissible exposure limits or when an oxygen-deficient atmosphere exists. Prior to utilizing respirators, employees must be assessed by a licensed physician and trained in the respirator's selection, maintenance, storage, inspection, and proper use.

Respirators shall not be worn if anything comes between the respirator face seal and user's face, such as facial hair, head protection protruding under the seal, or temple pieces on glasses.

V. Job Site Procedures

1. Welding/Cutting/Hot Work

A permit is required before starting any hot work activities at a facility. Hot work operations shall not start until all precautions have been taken. The permit must be signed by an authorized facility representative. The permit shall be prominently posted in the area where the work is being performed. The permit is valid for one shift and remains valid only if the safe conditions under which it is approved do not change.

A fire watch shall be present with a fire extinguisher and/or charged water hosed when hot work is being performed. The fire watch shall know how to operate the extinguisher or hose, and know the procedures to report a fire. The fire watch must remain in the area for at least 60 minutes after all hot work has been completed. Any additional facility requirements for fire protection and fire watches shall be followed.

All compressed gas cylinders must be secured when in storage or in use.

Whenever the gauges are removed from cylinders, valve caps must be secured in place. Oxygen cylinders must be stored at least 20 feet from fuel-gas cylinders or separated from them by a fire wall/barrier. Fire walls/barriers must be at least five feet tall with a minimum one-half hour fire resistance rating.

Protective blinds, where appropriate, just be used around welding to prevent other employees from receiving arc burns.

Local exhaust ventilation may be required for welding/cutting in enclosed areas or confined spaces.

2. Confined Space Entry

A confined space entry permit is required before personnel can enter tanks, vessels, sewers or any other confined space. Confined spaces shall not be entered until all precautions specified on the permit have been taken and then only when signed by an authorized contractor representative acting as the “entry supervisor”. The permit must be prominently posted at the confined space entrance. Any special precautions or protective equipment requirements shall be specified on the permit. The permit is valid for one shift only and remains only if the safe conditions under which it was approved do not change.

3. Lockout/Tagout

The Lockout/Tagout program prevents unexpected activation or release of energy from equipment or process.

Employees shall not operate electrical disconnects or isolate energy sources without authorization. Facility requirements for energy isolation and verification ensure isolation of all potential hazardous energy sources (e.g. electrical, chemical, thermal, pneumatic, hydraulic, and mechanical potential energy).

All employees will be required to install locks with picture identification on disconnects or on energy isolating devices, such as valves, prior to starting the job.

Energy control must be verified before working on equipment or processes. For verification, an attempt to start the equipment or a measurement of pressure, voltage, temperature, etc., shall be made.

4. Chemical Safety Information

Refer to the Hazard Communication program for chemical information.

5. Material Safety Data Sheet Locations

Refer to the Hazard Communication program.

6. Hazard Communication Program

Each contractor will have available at the worksite a copy of their Hazard Communication Program. The program shall contain, at a minimum, the following items:

1. A written Hazard Communication Compliance Program
2. Material Safety Data Sheets (MSDS's) for all hazardous chemicals at the worksite. These Material Safety Data Sheets will be kept in an accessible location at all times.
3. A training program, and evidence of training for employees at the worksite. Employees will be expected to:
 - Follow all applicable guidelines on the chemical label and on the Material Safety Data Sheet
 - Use appropriate Personal Protective Equipment when its use is indicated by the Product

- label and/or the Material Safety Data Sheet
- Know the location of the Material Safety Data Sheets
- Keep all containers labeled in accordance with the Hazard Communication Standard.

7. Excavations and Trenching

All excavated material must be piled at least three feet back from the edge of the excavation. In addition, excavations and trenches must be barricaded for the protection of pedestrians and vehicles. Employees are not permitted to work beneath suspended materials or loads of moving earth during the excavation.

Before any employee enters a trench greater than five feet deep, all walls and faces of the trench must be shored or sloped to eliminate the hazard of collapse.

Ladders for employee access and exit shall be provided such that employees working in the trench must not have to walk more than 25 feet to gain access to a ladder.

When there exists the possibility of an accumulation of harmful gases or oxygen deficiency, the trench is to be considered a confined space.

VI. Steel Erection

Site Layout and Construction Sequence

The new OSHA Steel Erection Standard (CFR29.1926 Sub part R) became effective on January 18, 2002. The following is an overview of the new standard. Contractors and their employees shall meet or exceed the requirements of this standard.

- Requires certification of proper curing of concrete in footings, piers, etc. for steel columns.
- Requires controlling contractor to provide erector with a safe site layout including pre-planning routes for hoisting loads.

Site-Specific Erection Plan

- Requires pre-planning of key erection elements, including coordination with controlling contractor before erection begins, in certain circumstances.

Hoisting and Rigging

- Provide additional crane safety for steel erection.
- Minimize employee exposure to overhead loads through pre-planning and work practice requirements.
- Establish proper procedure for multiple lifts (Christmas-treeing).

Structural Steel Assembly

- Provide safer walking/working surfaces by eliminating tripping hazards and minimizes slips through new slip resistance requirements.
- Provide specific work practices regarding safely landing deck bundles and promoting the prompt protection from fall hazards in interior openings.

Column Anchorage

- Requires 4 anchor bolts per column along with column stability requirements.
- Procedures shall be established for adequacy of anchor bolts that have been modified in the field.

Beams and Columns

- Eliminates extremely dangerous collapse hazards associated with making double connections at columns.

Open Web Steel Joists

- Requirements minimizing collapse of lightweight steel joists by addressing need for erection bridging and method of attachment.
- Requirements for bridging terminus anchors with illustrations and drawings in a non-mandatory appendix (provided by SJI).
- New requirements to minimize collapse in placing loads on steel joists.

Systems-Engineered Metal Buildings

- Requirements to minimize collapse in the erection of these specialized structures which account for a major portion of steel erection in this country.

Falling Object Protection

- Controlled decking zone (CDZ) provisions to prevent decking fatalities.
- Deckers in a CDZ and connectors must be protected at heights greater than two stories or 30 feet. Connectors between 15 and 30 feet must wear fall arrest or restraint equipment and be able to be tied off or be provided another means of fall protection.
- Requires fall protection for all others engaged in steel erection at heights greater than 15 feet

Training

- Requires qualified person to train exposed workers in fall protection.
- Requires qualified person to train exposed workers engaged in special, high risk activities.

VII. Painting

Lead-based paints shall not be used. Sandblasting, surface preparation, or other activities involving the **removal** of lead-based paint shall be performed in accordance with OSHA requirements.

All flammable or combustible liquids associated with painting are to be stored and handled in accordance with the “Flammable/Combustible Liquids” section of this handbook.

Appropriate respiratory protection is required for painters during spraying operations. Smoking, welding, or open flames are prohibited within 50 feet of any paint-spraying operation.

Spray-painting equipment shall be cleaned in an open, well-ventilated area at least 50 feet from any ignition source. Static charge dissipation measures must be taken while cleaning spray-painting equipment.

VIII. Asbestos and Insulation

Asbestos fibers may be in some of the following products: roofing material, floor tiles or mastic, transite panels, brake or clutch pads, weather-tight siding, gaskets, and most often, in insulating materials on pipes or tanks. Always treat known or potentially asbestos-containing materials with care, as to prevent damage. Any unknown insulating material is to be treated as asbestos-containing material until proven otherwise. Employees are prohibited from removing or disturbing material until the insulation is determined to be asbestos-free.

IX. Cadmium and Lead

Employees involved in work where there exists the potential exposure to cadmium or lead must have a trained, competent person on site who is familiar with the OSHA standards regulating such work. This competent person is responsible for identifying the potential hazards related to cadmium and lead related work and implementing the necessary programs and procedures to conduct the work in a manner consistent with the OSHA regulations. Examples of jobs that fall under these requirements are abrasive blasting operations on surfaces that contain cadmium or lead; sanding, scraping, cutting or welding on surfaces containing cadmium or lead; soldering using lead, etc.

X. Housekeeping

Each employee is responsible for housekeeping at the work site. Housekeeping hazards will not be tolerated.

All work areas shall be kept clean and orderly. Exit doors, exit routes, and all passageways must be kept unobstructed. Hoses, cords and cables shall be located so as not to present a tripping hazard.

XI. Waste Disposal

Waste materials/scrap shall be removed from the job site and placed in appropriate receptacles at the end of each day. A very thorough cleaning of the job site is required at the completion of the job.

XII. Hazard Communication Program

Each contractor will have available at the worksite a copy of their Hazard Communication Program. The program shall contain, at a minimum, the following items:

1. A written Hazard Communication Compliance Program

2. Material Safety Data Sheets (MSDS's) for all hazardous chemicals at the worksite. These Material Safety Data Sheets will be kept in an accessible location at all times.

3. A training program and evidence of training for employees at the worksite.

Employees will be expected to:

- Follow all applicable guidelines on the chemical label and on the Material Safety Data Sheet
- Use appropriate Personal Protective Equipment when its use is indicated by the Product label and/or the Material Safety Data Sheet
- Know the location of the Material Safety Data Sheets
- Keep all containers labeled in accordance with the Hazard Communication Standard.

Trade Contractor supervision shall immediately notify the CHA GC LLC 's administrator of any recordable injuries or illnesses that occur at the work site.

The Trade contractor is responsible for conducting an incident investigation and completing an investigation report. A preliminary report is due to CHA GC LLC within twenty-four hours. A final report with corrective actions included is due within seventy-two hours.

Trade contractors are responsible for maintaining an OSHA injury log for their employees **and** subcontractor employees under their control. Trade Contractors not required to maintain an OSHA injury log shall submit incident reports and exposure hours to CHA GC LLC at agreed upon regular intervals.

Commitment to Safety Excellence

As an employee of _____, I will review all information provided in this handbook as well as other safety and health information pertinent to my employment while working at CHA GC LLC jobsites.

I am responsible for understanding safety and health rules and procedures including:

- Following all safety and health policies (e.g. zero energy state/lockout-tagout, confined space entry, welding/cutting/hot work, restricted access, etc.)
- Wearing appropriate personal protective equipment
- Understanding how to:
 - Report medical/fire/chemical spill emergencies
 - Recognize fire/emergency/evacuation alarms and knowing the procedure to follow in the event an alarm sounds
- Participating in pre-job safety planning
- Participating in safety inspections
- Participating in weekly safety meetings.

I understand that violating safety and health rules and procedures place myself, co-workers, and CHA GC LLC employees at risk, and that I may be subject to removal from the jobsite for failure to comply with these rules and procedures.

Print Name

Signature

Date

EXHIBIT C
CERTIFICATION OF PAYMENT
OF TRADE CONTRACTORS AND SUPPLIERS

The undersigned, whose name appears below (hereinafter "Trade Contractor"), has been engaged by CHA GC LLC, ("General Contractor") to furnish certain materials and/or equipment and/or to perform certain work and labor in connection with the improvement and/or construction known as:

Job Name/ No.: Renovations at 271-277 State Street

Trade Contract No.

Trade Contractor Contact Information:

Trade Contractor hereby certifies as follows:

1. The names of all parties who have furnished or who have contracted to furnish work, labor, materials and/or equipment to or for the Project through or on behalf of Trade Contractor, and the amounts thereof, are as follows:

- 1) _____ Phone/Fax: _____ / _____
E-Mail: _____
- 2) _____ Phone/Fax: _____ / _____
E-Mail: _____
- 3) _____ Phone/Fax: _____ / _____
E-Mail: _____
- 4) _____ Phone/Fax: _____ / _____
E-Mail: _____
- 5) _____ Phone/Fax: _____ / _____
E-Mail: _____

2. With respect to the Project, Trade Contractor has not contracted for the furnishing of work, labor, materials or equipment with respect to the Project and knows of no other party who has any claim, other than as stated above.

3. All amounts due from Trade Contractor to the subcontractors and suppliers listed above will be paid in full from the payment now due to the undersigned from CHA GC LLC.

4. Trade Contractor hereby authorizes CHA GC LLC, to contact the subcontractors and suppliers listed above to verify any of the information contained in this Certification.

TRADE CONTRACTOR:

Signed: _____

Name: _____

Title: _____

EXHIBIT D

List of Drawings as of 1/20/2023

List of Drawings

Original Date

EXHIBIT E

TRADE CONTRACTOR PROPOSAL GOES HERE

EXHIBIT F

PARTIAL RELEASE OF LIEN

AFFIDAVIT

_____, being duly sworn, deposes and says:

I am the Sub Contractor I make this affidavit for the purpose of inducing CHA GC LLC to make partial payment to us for work, labor and services performed and/or materials for payment dated through _____.

All labor employed and materials furnished by us or our subcontractors or vendors in connection with our work known as 271-277 State Street, Schenectady, renovations and addition ("Project") to the date of our Immediately Preceding Application for Payment have been paid, including any and all applicable sales or use taxes and applicable union fringe benefits, and there are no liens or claims with respect thereto.

CONTRACTOR'S WAIVER OF LIEN TO DATE

The undersigned for () Dollars and /100 and other good and valuable consideration received by it, hereby waives, and releases the Owner, CHA GC LLC, and the Project of all claims for payment for work, labor or materials furnished through: the date of last Application for Payment with respect to the above designed Project. The undersigned Contractor further covenants and agrees that it shall not in any way claim or file a mechanic's or other lien against the Project, or any part thereof, or against any fund applicable thereto for any work, labor or materials furnished by it or to the Project.

This Affidavit and Waiver of Lien to Date are executed and delivered simultaneously with or after payment for the labor performed and materials furnished through this application dated: .

IN WITNESS WHEREOF, this Affidavit and Waiver of Lien to Date executed this

Company: _____

By: _____

Title: _____

State of New York

County _____

On this _____ day of _____ 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that be his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notary Public)

Final Waiver of Lien and General Release

(Notary Public)

EXHIBIT F



Department of Taxation and Finance

IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60
(1/18)

The industrial development agency or authority (IDA) **must** submit this form within **30 days** of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only**IDA information**

| | | | |
|--|-------------|-------------------|--|
| Name of IDA Schenectady Metroplex Development Authority | | | IDA project number (use OSC numbering system for projects after 1998) 1549-22 |
| Street address 433 State Street | | | Telephone number (518) 377-1109 |
| City Schenectady | State NY | ZIP code 12305 | Email address (optional) |

Project operator or agent information

| | | | |
|--|-------------|--|---|
| Name of IDA project operator or agent Wedgeway, LLC | | Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/> | Employer identification or Social Security number 88-3811993 |
| Street address 12 Century Hill Drive, Suite 101 | | Telephone number () | Primary operator or agent? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| City Latham | State NY | ZIP code 12110 | Email address (optional) |

Project information

| | | | |
|--|-------------|-------------------|--------------------------|
| Name of project State Theater Renovation Project | | | |
| Street address of project site 271-277 State Street | | | |
| City Schenectady | State NY | ZIP code 12305 | Email address (optional) |
| Purpose of project The Project (as defined herein) consists of: (a) the redevelopment and adaptive reuse of an approximately 39,410 square foot building (the "Existing Building") and physical expansion with a six-story approximately 54,665 square foot connected addition for use as a mixed-use structure (the "Addition", together with the Existing Building, the "Building") on the Project Site; and (b) the acquisition and installation of machinery, equipment, furniture and other personal property in, on and around the Building at 271-277 State Street, Schenectady, New York (the "Project"). Metroplex is not an "IDA" within the meaning of GML 875 or TSB-M-14(1.1)8. Metroplex reserves any and all rights. | | | |

| | | | |
|---|---|--|--|
| Description of goods and services intended to be exempted from New York State and local sales and use taxes Construction materials and supplies, furniture, fixtures, equipment and/or purchases or rentals of supplies, tools, equipment, personal property and services necessary to acquire, construct, renovate, equip and complete the project. | | | |
| Date project operator or agent appointed (mmddyy) 042722 | Date project operator or agent status ends (mmddyy) 123124 | Mark an X in the box if this is an extension to an original project: <input type="checkbox"/> | |
| Estimated value of goods and services that will be exempt from New York State and local sales and use tax: 7,600,000.00 | | Estimated value of New York State and local sales and use tax exemption provided: 608,000.00 | |

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

| | | | |
|--|--|-----------------------------------|--------------------------------------|
| Print name of officer or employee signing on behalf of the IDA Jayme B. Lahut | | Print title Executive Director | |
| Signature | | Date | Telephone number (518) 377-1109 |

EXHIBIT F

October 3, 2022

Re: New York State Sales and Use Tax Exemption
Schenectady Metroplex Development Authority
Wedgeway LLC — State Theater Renovation Project
271-277 State Street, City of Schenectady, County of Schenectady, New York

To Whom It May Concern:

The Schenectady Metroplex Development Authority (the “Agency”), is a public benefit corporation created pursuant to Chapter 124 of the 1998 Laws of New York, constituting Title 28-B of Article 8 of the Public Authorities Law, as amended (the “Enabling Act”). The attached letter from the New York State Department of Taxation and Finance dated March 18, 2002, and Section 2667(1) of the Enabling Act provide that all property, income and operations of the Agency or with respect to any property owned by the Agency or under the Agency’s jurisdiction, control, or supervision, or upon the uses of or activities or operations in furtherance of the Agency’s powers, are exempt from taxes, including without limitation sales and other taxes.

Wedgeway LLC, a New York limited liability company (the “Company”), has applied to and been approved for financial assistance (the “Financial Assistance”) from the Agency, including an exemption from sales and use taxes for the Project (as defined below) to be located on certain real property at 271-277 State Street, City of Schenectady, Schenectady County, State of New York (the “Project Site” or the “Land”). The Project (as defined herein) consists of: (a) the redevelopment and adaptive reuse of an approximately 39,410 square foot six-story building (the “Existing Building”) and physical expansion with a five-story approximately 54,665 square foot connected addition for use as a mixed-use structure (the “Addition”, together with the Existing Building, the “Building”) on the Project Site; and (b) the acquisition and installation of machinery, equipment, furniture and other personal property in, on and around the building and elsewhere on the Project Site (the “Project”).

Please be advised that by Resolution 1549-22 dated April 27, 2022, the Agency Board approved the Financial Assistance for the Project and the Project became a “project” of the Agency and the Project and Project Site are within the Agency’s jurisdiction, control and supervision. Support of the Project is in furtherance of the Agency’s powers and authority and the Agency has exempted the Project from all sales and use taxes imposed by the State of New York and any governmental instrumentality located within the State of New York.

The Company has requested a letter from the Agency evidencing that the Agency has authorized a sales and use tax exemption for the Project and appointed the Company as its agent for the acquisition, renovation, equipping and completion of the Project.

The Company, as agent of the Agency for the Project, is authorized to make purchases of materials to be incorporated in the Project, as well as purchases or rentals of supplies, tools, equipment, personal property and services necessary to acquire, renovate, equip and complete the Project. Further, the Company as the owner of the Project, is authorized to present this letter on behalf of the Agency for the sole purpose of receiving the sales and use tax exemption referenced herein exclusively for the acquisition, construction, equipping and completion of the Project.

To ensure that the above purchases or rentals for the Project are exempt from any sales or use tax imposed by the State of New York or any governmental instrumentality located within the State of New York, the vendor must identify the Project on each bill and invoice for such purchases or rentals, as the case may be, and indicate on the bill or invoice that the Company, as agent for the Agency, was the purchaser or renter, as the case may be, for the Agency's Project (e.g., **"Wedgeway LLC, as agent for Schenectady Metroplex Development Authority"**). In addition, the following procedures should be observed:

1. Each bill and invoice should identify the date of delivery and indicate the place of delivery.
2. Payment should be made by the Company, or on behalf of the Company, acting as agent, directly to the vendor from a requisition. Payment by subcontractors pursuant to the authority granted to the Company shall be permissible.
3. Deliveries should be made to the Project Site, or under certain circumstances (such as where the materials require additional fabrication before installation on the Project Site or for storage to protect materials from theft or vandalism prior to installation at the Project Site) deliveries may be made to a site other than the Project Site, providing the ultimate delivery of the materials is made to the Project Site. Where delivery is made to a site other than the Project Site, the purchases should be billed or invoiced by the vendor to the Company as agent for the Agency, identify the date and place of delivery, the Agency's full name and address and the Project Site where the materials will ultimately be delivered for installation.

This letter shall serve as proof that purchases or rentals for acquiring, renovating, equipping and completing the Project are an Agency Project and an activity in furtherance of the Agency's powers, and that the Project and Project Site are within the Agency's jurisdiction, control or supervision, and the existence of an agency relationship between the Agency and the Company for the **SOLE EXPRESS PURPOSE OF SECURING EXEMPTION FROM NEW YORK STATE SALES AND USE TAXES FOR THE PROJECT ONLY. NO OTHER PRINCIPAL/AGENT RELATIONSHIP BETWEEN THE AGENCY AND THE COMPANY IS INTENDED OR MAY BE IMPLIED OR INFERRED BY THIS LETTER.**

It is hereby further certified that since the Agency is a public benefit corporation and since Projects of the Agency are exempt from taxation, neither the Agency, nor the Company as its agent, in acquiring, constructing, equipping and completing the Agency's Project are required to furnish an "Exempt Organization Certificate" in order to secure exemption from any sales or use tax for such items or services. Although Metroplex is not an "IDA" within the meaning of Section 875 of the New York State General Municipal Law or TSB-M-14(1.1)S, attached hereto is a copy of Form ST-60 relative to the Company. Form ST-60 is provided voluntarily and without waiver of Metroplex's right to assert, as a public benefit corporation, that it is not subject to GML §875 and TSB-M-14(1.1)S.

THIS LETTER SHALL BE IN EFFECT FOR PURCHASES OR RENTALS MADE FROM AND AFTER THE DATE HEREOF UNTIL DECEMBER 31, 2024. THIS LETTER SHALL BE OF NO FURTHER FORCE AND EFFECT AFTER DECEMBER 31, 2024.

In the event you have any questions with respect to the above, please do not hesitate to call Jayme B. Lahut, Executive Director of the Agency, at 518-377-1109.

Very truly yours,

SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY

By: Jayne B. Lahut
Name: Jayme B. Lahut
Its: Executive Director

Schenectady Metroplex Development Authority



New York State Department of
TAXATION and FINANCE

Building 8 Room 425
W.A. Harriman Campus
Albany, NY 12227

March 18, 2002

SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY
CENTER CITY PLAZA
433 STATE STREET
SCHENECTADY, NY 12305

Gentlemen:

The Tax Law exempts New York State Governmental entities, such as your organization, from the payment of sales and use taxes on their purchases.

Tax exemption numbers and the Exempt Organization Certification, Form ST-119.1 are not issued to governmental entities. In order to make tax free purchases, your organization must present vendors with its official purchase order or other documentation which indicates that the purchase is made by and paid from the funds of a governmental entity. You may instead present a copy of this letter to any vendor who requests a tax exemption number or an Exempt Organization Certification, Form ST-119.1.

NOTICE TO VENDOR

This letter is not an exemption document. You are not required to collect tax from the above organization, if they present you with their official purchase order or other documentation which indicates that the purchase is made by and paid from the funds of a governmental entity.

New York State Department of Taxation and Finance
OTPA-Technical Services Bureau
Sales Tax - Exemption Organizations Unit
Building 8, Room 425
W.A. Harriman Campus
Albany, NY 12227
(518) 457-2782