# MM FY16 (SUB)CONTRACTOR INFORMATION SHEET

The Contractor Information Sheet must be completed and returned to Wesleyan University by the Construction Management or General Contracting Firm and any subcontractor on site.

<table>
<thead>
<tr>
<th>DATE:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR NAME:</td>
<td></td>
</tr>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>OFFICE PHONE NUMBER:</td>
<td></td>
</tr>
<tr>
<td>FAX NUMBER:</td>
<td></td>
</tr>
<tr>
<td>CELLULAR NUMBER:</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>SERVICE TYPE:</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR NO:</td>
<td></td>
</tr>
<tr>
<td>STATE TAX ID NO:</td>
<td></td>
</tr>
<tr>
<td>FEDERAL EMPLOYER ID No:</td>
<td></td>
</tr>
<tr>
<td>SMALL BUSINESS/MBE/DBE:</td>
<td></td>
</tr>
<tr>
<td>WITHIN 25 Miles of Wesleyan</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR LICENSE NO:</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR SAFETY REP:</td>
<td></td>
</tr>
<tr>
<td>EMERGENCY CONTACT:</td>
<td></td>
</tr>
<tr>
<td>EMERGENCY PHONE NO:</td>
<td></td>
</tr>
</tbody>
</table>
## Wesleyan University
### Hot Work Permit

<table>
<thead>
<tr>
<th>Confined Space ID No. (If Applicable)</th>
<th>Date &amp; Time Work Started</th>
<th>Date &amp; Time Work Ended</th>
<th>Specific Location</th>
<th>Department Performing Hot Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>am</td>
<td>pm</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>am</td>
<td>pm</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Job Description (Briefly Describe Hot Work Activity)

### Identify Hazards Associated with Hot Work

### Person in Charge of Work | Person Performing Work
---|---
Name: | Phone:  
Name: | Phone:  

### Precautions to take before Performing Work

- [ ] Combustible materials that cannot be moved are protected or covered with non-combustible material.
- [ ] Combustible materials on the floor within 35’ of the work must be swept clean, wetted or removed.
- [ ] Floor openings within 35 ‘ of the work are tightly covered.
- [ ] Responsible fire watch has been assigned to watch for dangerous sparks in the area and maintained for 30 minutes after completion.
- [ ] Appropriate fire extinguishing equipment is on site.
- [ ] The sprinkler system, where provided, is in service.
- [ ] Permit has been filled out and signed.
- [ ] Flammable liquids, vapors, dust, lint or any equipment containing such materials are NOT present in the work area.
- [ ] Ducts or systems that might carry sparks to distant combustibles shall be suitably protected or shutdown.
- [ ] If combustible walls, partitions, ceilings or roof are present, fire-resistant shields shall be used.
- [ ] Temporary local exhaust ventilation or other arrangements may be necessary to minimize or eliminate airborne contaminants.

### Emergency Services Communication

- *Middletown Fire Dept:* 911 or Public Safety, 685-3333
- *Middletown Central Dispatch:* 1-860-347-2541
- *Middletown Police Dept:* 911 or Public Safety, 685-3333
- *Hunter’s Ambulance Service:* 1-800-262-4782

### Check Each Type of Personal Protective Equipment Required for Hot Work

- [ ] Hard Hat  
- [ ] Coveralls  
- [ ] Other (specify)  
- [ ] Eye Protection  
- [ ] Leather sleeves  
- [ ] Gloves  
- [ ] Hearing Protection  
- [ ] Respirator  

### Fire Watch

- [ ] Fire Inspection has been performed  
- [ ] Fire Watch is Present  
- [ ] Type of Extinguisher:  
- [ ] Special Procedures (specify):  

### Fire Watch Name: (please print)

### Signature of Person Performing Hot Work:

### Signature of Person Authorizing the Permit:

---

This form must be returned to the Environmental Health & Safety Office after the activity described above is complete.
Wesleyan University
Confined Space Entry Permit

Confined Space Identification Number | Date of Entry | Estimated Duration

Purpose for Entry (Briefly Describe Maintenance Activity):

Identify Hazards Associated with Entry into this Confined Space

Preparation (check all applicable) | Isolation Procedures
Drained □ | Flushed □ | Inerted □ | Lines: Disconnected □ | Blanked □ | Purged □ | Ventilated □ | Barricaded □ | Equipment: Lock-out □ | Tag-Out □ |

Communication Equipment
Voice □ | Radio □ | Intercom □ | Phone-Set □ | Rope Signals □ | Other □ |

Emergency Services Communication
Middletown Fire Dept. Confined Space Rescue Team: 1-860-346-8621 Central Dispatch
Middletown Police Dept: 911 or Public Safety 685-2345
Hunter’s Ambulance Service: 1-800-262-4782

Special Equipment Required for Entry or Rescue from Confined Space
Air Monitor □ | Respirators □ | Ventilation Blower □ | Saddle Vent Adapter □ | Low Voltage Lights □ | Non-Sparking Tools □ | Harness □ | Tripod Retrieval System □ |

Check Each Type of Personal Protective Equipment Required for Entry into this Confined Space
Hard Hat □ | Eye Protection □ | Hearing Protection □ | Respirator □ | Coveralls □ | Tyvek™ Suit □ | Chemical Resistant Gloves □ | Other □ |

Air Monitoring
Acceptable limits: OXYGEN 19.5-23.5%, LEL <10%, TOXICS (consult PEL/TLV/REL) CO <35ppm H₂S<10ppm

| TIME | O₂ % | LEL % | CO ppm | H₂S ppm |

Air Monitoring Devices Used to Take Above Readings
Biosystem Multivision Air Monitor S/N 05354 □ | Other (Desc.) □ |

Calibrated Before Use by:

Authorized Entrants (please print) | Attendants (please print) | Entry Supervisor (Signature)
### Air Monitoring

Acceptable limits: OXYGEN 19.5-23.5%, LEL <10%, TOXICS (consult PEL/TLV/REL) CO <35ppm  H₂S<10ppm

<table>
<thead>
<tr>
<th>TIME</th>
<th>O₂ %</th>
<th>LEL %</th>
<th>CO ppm</th>
<th>H₂S ppm</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Authorized Entrants (please print)  
Attendants (please print)  
Entry Supervisor (Signature)
WESLEYAN UNIVERSITY MASTER PURCHASE AGREEMENT

This Agreement, entered into as of __________, ____ (the “Effective Date”) between Wesleyan University with an address of 237 High Street, Middletown, CT 06459 (“Buyer”) and ______________________________ (“Seller”), represents specific agreements which will apply to the products and/or services listed in Schedule A hereto, ("Products/Services"), purchased by Buyer from Seller. Purchases hereunder may be made either on Buyer's standard purchase order or via electronic commerce, hereinafter referred to as "Orders". The terms and conditions of this Agreement shall apply to any such Orders and any provision of products or services by Seller whether or not this Agreement is expressly referenced therein.

I. Scope of Agreement. The Seller shall furnish all Products/Services listed in Schedule A. All costs to Buyer are identified in Schedule A.

II. Term. This Agreement shall be effective for a period of ______________ from the Effective Date and may, upon written notice to Seller, be renewed by Buyer for _____ additional periods of ______________ thereafter.

III. Quantities and Delivery. Delivery of Products/Services and any related output or reports shall be in accordance with Schedule A and the terms set forth in Buyer’s Orders and instructions unless otherwise agreed to by Buyer. All shipments are F.O.B. Destination and shall be made with Buyer designated carriers, and shall include all necessary documentation including, but not limited to, any documentation specified on Schedule A. Title and Risk of Loss to and with respect to the Products will pass from Seller to Buyer upon satisfactory delivery at Destination. Seller and Buyer acknowledge and agree that time shall be of the essence of this Agreement.

IV. Invoice and Payment. Terms are Net Forty-Five (45) days from date of invoice. The purchase price shall include any and all taxes, duties, freight, insurance, and all other similar costs. Seller recognizes that Buyer is a non-profit corporation organized under the laws of the State of Connecticut. Seller warrants that the prices for the Products/Services sold to Buyer under this Agreement are not less favorable than those currently extended to any other customer for similar goods in similar quantities and services in similar transactions. Buyer may pay the purchase price in cash, check or via credit/purchasing card.

V. Changes. Buyer shall have the right to change specifications and instructions as to any Products/Services covered by this Agreement and Seller agrees to comply with such change notices. If such changes result in a decrease or increase in Seller's cost or in the time of performance, an adjustment in the price and time for performance will be made as mutually agreed upon in writing. Unless Seller presents to Buyer an itemized statement of claim against Buyer within twenty (20) days after the receipt of notice of such change, Seller shall be conclusively deemed to have waived all claims against Buyer with respect to such change.

VI. Quality and Inspection. Payment for the Products/Services delivered hereunder shall not constitute acceptance thereof. Buyer reserves the right to inspect such Products/Services within a reasonable time after delivery, but such inspection does not relieve Seller of its obligations under this Agreement. Buyer shall have the right in its sole discretion to reject any and all Products/Services that are in its sole judgment defective or nonconforming and the same may be returned to Seller at Seller's expense.

VII. Warranty. SELLER EXPRESSLY WARRANTS TO BUYER THAT ALL PRODUCTS/SERVICES COVERED BY THIS AGREEMENT SHALL CONFORM TO THE SPECIFICATIONS OR OTHER DESCRIPTION UPON WHICH ANY ORDER IS BASED, SHALL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABLE, OF GOOD MATERIAL AND WORKMANSHIP AND SHALL BE FREE OF ANY CLAIM OF ANY THIRD PARTY. SELLER WARRANTS THAT ALL SUCH GOODS OR SERVICES SHALL CONFORM TO ANY STATEMENTS MADE ON THE CONTAINERS OR LABELS OR ADVERTISEMENTS FOR SUCH PRODUCTS/SERVICES. THIS WARRANTY SHALL RUN TO BUYER, ITS SUCCESSORS, ASSIGNS AND CUSTOMERS AND USERS OF ITS PRODUCTS. SELLER WARRANTS AND AGREES THAT ALL PRODUCTS/SERVICES AND SPECIFICATIONS FURNISHED BY IT HEREUNDER AND THE USE THEREOF DO NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

VIII. Assignment/Subcontracting. Neither this Agreement nor any interest herein may be assigned or subcontracted by Seller without the prior written consent of Buyer.
IX. Compliance with Laws. Seller represents and warrants to Buyer that it is in compliance with all relevant laws and regulations and that the Products/Services to be provided hereunder will be manufactured and provided in compliance with all relevant laws and regulations.

Seller has been provided and has read and understands the current version of the Wesleyan University Employment Code for Service Contractors effective September 1, 2000 and agrees to be bound by the terms thereof on behalf of itself, its employees, subcontractors and agents.

Seller a) understands that Buyer is involved in contractual relationships with the State of Connecticut and b) has read and understands the provisions of Sections 4a-60 and 4a-60a of the Connecticut General Statutes regarding nondiscrimination and affirmative action (the "Nondiscrimination Provisions"). As a required prerequisite to entering into this Agreement, Seller understands and agrees to be bound by the terms of the Nondiscrimination Provisions, all of which are incorporated herein by reference.

X. Termination and Cancellation. Buyer by thirty (30) days’ advanced written notice to Seller may terminate this Agreement for the sole convenience of Buyer with respect to any or all portion of the Products/Services not delivered at the time notice of such termination is given to Seller. In the event Buyer gives such notice, Seller shall immediately stop all work hereunder. Without limiting the foregoing, Buyer may terminate this Agreement immediately if Seller becomes insolvent, fails to pay its bills as due or makes an assignment for the benefit of its creditors or fails to perform any of its obligations under this Agreement.

XI. Inconsistent Terms. Terms of this Agreement shall govern over terms on Seller’s quotation or any other Buyer document.

XII. Indemnity. Seller agrees to protect, defend, hold harmless and indemnify Buyer, its officers, trustees, employees, agents, students and invitees from and against any and all claims, actions, liabilities, losses, costs, damages and expenses arising out of or related to (a) any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in such Products/Services, whether latent or patent, including without limitation actual or alleged improper construction or design of such Products/Services except to the extent solely and directly attributable to materials, designs or specifications provided by Buyer, (b) the failure of such Products/Services to comply with specifications or with any express or implied warranties of Seller, (c) any breach of the terms of this Agreement or any actual or alleged violation in connection with such Products/Services or the manufacture, possession, use or sale thereof, of any law, statute or ordinance or any governmental administrative order, rule or regulation, or (d) any action or inaction of Seller, its employees, agents, subcontractors, etc. in any way related to this Agreement.

XIII. Status of Parties; Insurance. All services rendered by Seller hereunder shall be by Seller as an independent contractor, and this Agreement does not create a joint venture, partnership, or an employer-employee relationship between Buyer and Seller. Seller shall obtain and maintain, at its expense, all necessary insurance coverage, including without limitation, public liability, product liability, auto and workers’ compensation insurance as set forth on Schedule B attached hereto. All such policies shall provide that the required coverage shall not be terminated without at least thirty (30) days’ prior written notice to Buyer.

XIV. Responsibility for Damage. Seller shall repair and restore to its original condition any equipment, materials, items, premises, etc. damaged in any way by Seller’s operations. Seller shall be entirely responsible for any loss or damage to its own equipment, materials, items, premises, etc.

XV. Complete Agreement. This Agreement, any attachments, exhibits or schedules hereto, all related Orders and any items incorporated herein or therein by reference, contain the entire agreement between Buyer and Seller, and no other agreement shall be binding upon Buyer unless agreed to by Buyer in writing subsequent to the date of this Agreement. The unenforceability in whole or in part of any term or condition of this Agreement shall not affect the enforceability of any other parts of this Agreement.

XVI. Applicable Law & Jurisdiction. This Agreement shall be governed by the laws of the State of Connecticut, United States of America, without regard to application of conflicts of laws principles that would require the application of any other law. Seller hereby submits to the exclusive jurisdiction of the Courts located in or serving Middletown, Connecticut.
XVII. Remedies. Buyer's remedies shall be cumulative and remedies specified herein do not exclude any remedies allowed by law. Waiver of any breach shall not constitute waiver of any other breach of the same or other provision. Buyer may set off any amount due from Seller to Buyer or any subsidiary of Buyer, whether or not under this Agreement, against any amount due Seller hereunder.

XVIII. Confidential Information. All information or data furnished by Buyer to Seller in connection with the performance of this Agreement, including but not limited to Buyer’s name and identity, logos, etc. are the exclusive property of Buyer and such information and data shall not be disclosed to others nor used for any purpose other than in accordance with this Agreement without the prior written consent of Buyer.

XIX. Gifts. Buyer policy prohibits Buyer trustees, employees and affiliates from accepting any gifts, gratuities or other benefits beyond a token value from any supplier or potential supplier to Buyer. Any payment of cash or cash equivalents (gift certificates, etc.) by a supplier to any Buyer employee is strictly prohibited. Buyer employees are required to report any gifts offered or given that are not in compliance with this policy. Similarly, if a Buyer employee solicits a payment or inappropriate gift from any supplier or potential supplier, the supplier should immediately report the violation to the employee’s immediate supervisor. A supplier who receives solicitations from any individual should report the matter to the Buyer’s Procurement Manager at the address first listed above.

XX. Conflicts of Interest. All Buyer employees are expected to avoid any interest or association which interferes, might interfere, or might be thought to interfere with the employee’s independent exercise of judgment in Buyer’s best interest. A conflict of interest may exist where the employee, any member of his or her family or any close personal relation (i) has a financial interest in, or obligation to, an actual or potential competitor, supplier or customer; (ii) is a principal, officer or representative of a supplier or customer with whom the employee conducts business on Buyer’s behalf; or (iii) accepts gifts of more than token or nominal value from an actual or potential competitor, supplier or customer. Buyer employees are required to disclose any possible conflicts of interest to the general managers of the applicable company or division, or to the applicable corporate department head. Similarly, Seller employees are required to disclose any possible conflict of interest to the Buyer employee(s) with whom they are negotiating or, if the possible conflict involves such persons, to the appropriate Buyer general manager or department head.

XXI. Additional Privacy Provisions. a) Seller agrees that, in performing its obligations under this agreement, Seller shall comply with all requirements of a non-affiliated third-party who receives a financial institution’s consumer or customer information under the Gramm-Leach-Bliley Act of 1999 and applicable regulations (the “GLB”) and other applicable federal or state consumer privacy laws, rules or regulations.

b) Seller acknowledges that certain information about the Buyer’s students may become available to Seller and that this information can be confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) and related Buyer policies unless valid consent is obtained from the applicable students or their legal guardians. Both parties agree to protect these records in accordance with FERPA and Buyer policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

XXII. Authority. Seller’s representative signing below verifies that they have read this complete Agreement, understand its contents, and have full authority to bind and hereby bind Seller.

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

WESLEYAN UNIVERSITY (Buyer) [_____________________________] (Seller)

By: ___________________________ By: ___________________________
Name: _________________________ Name: _________________________
Title: __________________________ Title: __________________________
Schedule A

Description of Products / Services and Pricing

### Products

<table>
<thead>
<tr>
<th>Name/Description</th>
<th>Part or Identifying Number</th>
<th>Purchase Price (full cost to Buyer)</th>
<th>Brand if any</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Purchase Price (full cost to Buyer)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
During the term of this Agreement the Seller shall carry and maintain at its own cost and expense the types of coverage listed. The Seller shall maintain such coverage with insurers licensed to do business in the State of Connecticut and approved by the Buyer.

The minimum amounts of insurance coverage to be provided by Seller hereunder shall be the greater of the amounts required by law and the following minimum amounts:

<table>
<thead>
<tr>
<th>Insurance Coverages</th>
<th>Minimum Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive General Liability Insurance. To include: Bodily Injury, Broad Form Property Damage, Liquor Liability with limits of not less than $1,000,000 per occurrence, personal injury groups A, B, and C with employee exclusion deleted, Products and Completed Operations, and Contractual Liability</td>
<td>$1,000,000&lt;sup&gt;aa&lt;/sup&gt; Combined single limit.</td>
</tr>
<tr>
<td>Workers’ Compensation and Employer’s Liability Insurance covering each employee engaged in the performance of the work under this agreement</td>
<td>Full statutory limit each accident; Employers Liability coverage of $100,000 each accident bodily injury by accident/$500,000 policy limit bodily injury by disease/$100,000 each employee bodily injury by disease or as required by Umbrella policy.</td>
</tr>
<tr>
<td>Comprehensive Motor Vehicle Liability Insurance</td>
<td>Including owned, non-owned and hired automobiles used in connection with the activities undertaken under this agreement with combined single limit of $1,000,000 for property damage and bodily injury per occurrence.</td>
</tr>
<tr>
<td>Excess Umbrella Coverage</td>
<td>$5,000,000 each occurrence. The Excess Umbrella Policy will follow form and shall provide coverage that is as broad as the primary policy(ies).</td>
</tr>
</tbody>
</table>

Seller agrees that:

1. “Wesleyan University, its officers, agents, servants and/or employees” shall be named as an Additional Insured under the Comprehensive General Liability, Comprehensive Motor Vehicle Liability and Excess Umbrella insurance policies and sent a copy of the endorsements to those policies;

2. Buyer may inspect such polices at all times;

3. Seller will cause such policies to be properly endorsed to provide that the insurance company or companies will give to Buyer thirty (30) days written notice of termination, alteration, or change therein;

4. Seller will cause the insurance company or companies to furnish Buyer with certificate(s) of insurance to be delivered to Buyer prior to the execution of this Agreement, Seller shall be liable to the Buyer for the consequences of Seller's delay in obtaining the required insurance policies and coverages. Each insurance certificate must state that the insurance carrier is required to give Seller thirty (30) days prior written notice of cancellation or material change which reduces or restricts the coverages or liability limits of any insurance policy. Seller's insurance certificate(s) shall also include “Wesleyan University, its officers, agents, servants and/or employees” as an Additional Insured in a conspicuous location.

5. Seller shall submit for review by Buyer upon Buyer’s request, copies of the original insurance policies, all endorsements, attachments and certificates of insurance. If Seller fails to maintain such insurance or deliver said certificates or policies, Buyer may terminate this Agreement upon not less than thirty (30) days written notice unless Seller corrects the deficiency within thirty (30) days.

6. The Commercial General Liability, Comprehensive Motor Vehicle Liability and Excess Umbrella insurance policies required in this paragraph shall state that such policies are primary and non-contributory with any insurance maintained by Wesleyan University.

7. The Workers’ Compensation policy required in this paragraph shall contain an endorsement waiving any and all subrogation rights and any rights to bring any and all Intervening Complaints in any third party actions as to the Buyer, its officers, agents, servants and/or employees.

<sup>aa</sup> – Buyer may require increased general liability coverage and/or other insurance coverage for select projects, including but not limited to environmental projects.
Contractor’s Name:

Wesleyan University employs contractors without regard to race, color, age, religion, sexual orientation, national origin, gender or disability.

You will be required to meet or exceed the following Goals.

I. Workforce - A combined total of 25% of the work hours performed shall be by:

- Local workers residing within a 25-mile radius of Wesleyan University, proof of residence required (see attached map).
- Women

II. Contracts (Sub-Contractors) – A combined total of 25% of contractors on a project shall be:

- Local businesses residing within a 25-mile radius of Wesleyan University (see attached map).

Each subcontractor will be required to fill out a weekly utilization report, and also track and monitor individual subcontractor dollar amounts. These reports will be tracked by the General Contractor or Construction Management firm and monitored for conformance.

In essence, two tracking systems will be required, one for the workforce and one for the contracts.

If you have any questions regarding the implementation of this program, please contact Roseann Sillasen at (860) 685-3476.

Thank you.
CONTRACTOR'S CONSENT AND AGREEMENT

This Contractor's Consent and Agreement, dated as of the ____ day of May, 2012 (hereinafter referred to as this "Consent and Agreement"), is made by ________________. (the "Contractor").

WHEREAS, the State of Connecticut Health and Educational Facilities Authority ("CHEFA") expects to issue its Revenue Bonds, the Wesleyan University Issue, Series F (the "Bonds"), the proceeds of which are to be lent to Wesleyan University (the "Borrower") pursuant to a Loan Agreement between CHEFA and Borrower dated as of July 17, 2005 (the "Loan Agreement"), which loan will be in the principal amount of the Bonds, and pursuant to other documents securing the Borrower's obligations under the Agreement (collectively the "Loan Documents"); and

WHEREAS, a portion of the proceeds of the Bonds are to be used to finance the maintenance and/or construction and/or renovation of certain facilities known as Major Maintenance FY13 (the "Project") on the property located at the Wesleyan University campus, Middletown, Connecticut and more particularly described on Schedule A attached hereto (the "Property"); and

WHEREAS, Borrower has entered into a construction contract dated ____________ 2012 with the Contractor (the "Construction Contract") for the Construction of the Project; and

WHEREAS, by a Conditional Assignment of Construction Documents dated as of January 12, 2011 (the "Assignment"), Borrower has assigned to CHEFA all of Borrower’s right, interest and claim in and to the Construction Contract; and

WHEREAS, as a material inducement for CHEFA to advance funds to Borrower pursuant to the Agreement, CHEFA has required that Contractor execute and deliver this Consent and Agreement to CHEFA.

NOW, THEREFORE, in order to induce CHEFA to make advances under the Agreement to Borrower, and in consideration of Ten ($10.00) Dollars and other good and valuable consideration to Contractor paid (the receipt and sufficiency whereof are hereby acknowledged), the Contractor hereby agrees with CHEFA as follows:

1. Contractor consents to and agrees that Contractor is bound by the Assignment to CHEFA by Borrower of all of Borrower’s right, interest and claim in and to the Construction Contract, provided that a copy of such Assignment has been given to Contractor prior to Contractor’s execution of this Agreement, receipt whereof is hereby acknowledged.

2. The copy of the Construction Contract between Borrower and Contractor attached hereto as Schedule C and incorporated herein by reference for all purposes, is true, complete and correct, and that Borrower's interest therein is not subject to any
Upon receipt of written notice from CHEFA that Borrower is in default under the Loan Agreement, or under any other Loan Document, Contractor shall not terminate the Construction Contract solely as a result of such default unless notified by CHEFA that it is not assuming the Construction Contract. Upon written acknowledgement of assumption of the Construction Contract by CHEFA, which shall be made within 60 days after CHEFA has notified the Borrower in writing (a copy of which shall be sent to the Contractor) that Borrower is in default under the Loan Agreement, and payment of all sums under the Construction Contract that are unpaid and undisputed, Contractor shall continue performance on CHEFA's behalf under the Construction Contract. In such event, CHEFA’s and Contractor’s mutual rights, duties and obligations shall be governed by the then-current terms and conditions of the Construction Contract.

If Borrower defaults in making any payment or in performing any other obligation under the Construction Contract, Contractor promptly shall give CHEFA written notice thereof, and if Contractor learns of any default in payment due to any subcontractor or other persons supplying labor or materials for the Project, Contractor similarly shall notify CHEFA thereof in writing. Contractor agrees that Contractor will not terminate the Construction Contract due to default by Borrower if such default is cured as provided in the Construction Contract and in any event no later than 60 days after notice is given to CHEFA of the default by the Borrower. CHEFA shall have no duty or obligation to cure any such defaults by Borrower unless it assumes the Construction Contract in writing in the manner as set forth in paragraph 3 above.

Contractor hereby expressly subordinates all contractual, constitutional and statutory mechanic's liens, materialmen's liens or other liens which Contractor may be or become entitled to the liens of CHEFA on the Project and the Property.

Nothing herein shall be construed to impose upon CHEFA any duty to see to the proper application of the proceeds of the Loan, unless and only to the extent that it assumes the Construction Contract as set forth in paragraph 3 above. Contractor acknowledges that CHEFA is obligated under the Loan Documents only to Borrower and to no other person or entity. Contractor is executing this Consent and Agreement to induce CHEFA to advance funds under the Loan Documents, and Contractor understands that CHEFA would not do so but for Contractor's execution and delivery of this Consent and Agreement.
IN WITNESS WHEREOF, the Contractor has caused this Consent and Agreement to be executed by its duly authorized officer as of the day and year first above written.

________________________________________

By: __________________________

Its ______________________
SCHEDULE A

Annual Major Maintenance FY 13

Project Manual

January 4, 2012
SCHEDULE B

To Be Determined
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

State of Connecticut Health and
Educational Facilities Authority
10 Columbus Boulevard, 7th Floor
Hartford, Connecticut 06106-1976

Ladies and Gentlemen:

As an inducement to the State of Connecticut Health and Educational Facilities Authority (the "Authority") to lend to Wesleyan University (the "Institution") the proceeds of the Authority's Revenue Bonds, Wesleyan University Issue, Series F (the "Bonds"), the Institution represents, warrants, covenants and agrees as follows:

1. The Institution agrees that there shall be no discrimination against any employee who is involved in carrying out the work receiving assistance from Authority, or against any applicant for such employment, on the basis of race, creed, color or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Institution agrees that it will take affirmative action to ensure that applicants are employed, and that applicants are treated while employed, without regard to race, creed, color or national origin with respect to the actions described in the preceding sentence.

2. The Institution represents, warrants and certifies that the Institution is in compliance with all applicable Federal and State Equal Employment Opportunity Laws (as hereinafter defined, the "EEO Laws"), and hereby further covenants that it shall comply with any and all applicable laws and regulations relating to nondiscrimination in employment and employment opportunities.

3. The Institution agrees to provide Authority with an annual certification which certifies that the Institution and, to the best of its knowledge after making due inquiry, all contractors and subcontractors working in connection with the project being financed in whole or in part by Authority (the "Project") are in compliance with all applicable EEO Laws (as hereinafter defined).

4. The Institution has no knowledge, after making due inquiry of its contractors and subcontractors, of any failure by such contractors or subcontractors working in connection with the Project to comply with any applicable EEO Laws (as hereinafter defined) relating to discrimination in employment or employment opportunities.

5. The Institution agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof which is not exempt from these requirements as hereinafter provided, entered into in connection with the Project, the equal
EXHIBIT ‘D’

employment opportunity clause (the "EEO Clause") set forth in Exhibit A hereto.

6. The Institution agrees that it will be bound by the EEO Clause in any construction work which it performs itself which is financed in whole or in part with funds obtained from Authority.

7. The Institution agrees to use its best efforts to insure that a fair share of the work performed in connection with the Project is awarded to minority-owned business enterprises (as hereinafter defined, "MBE's") and women-owned business enterprises (as hereinafter defined, "WBE's"). In furtherance of the foregoing, the Institution agrees that MBE's and WBE's will be given meaningful participation in contracts for development, design, construction, procurement and services let in connection with the Project. The Institution will take the following actions, as appropriate, to achieve the purposes of this Paragraph 7:

(A) Actively and affirmatively solicit bids for contracts from qualified MBE's and WBE's, including circulation of solicitation to minority and women contractor associations.

(B) Ensure that plans, specifications and requests for proposals or other means of securing proposals for work to be performed will be made available in sufficient time for review by prospective MBE's and WBE's.

(C) Where economically and technically feasible, divide the work into smaller portions to enhance participation by MBE's and WBE's.

(D) Encourage, where economically and technically feasible, the formation of joint ventures, partnerships, and other similar arrangements among contractors to insure that the stated MBE and WBE goals are met.

(E) Consult with and use the services of governmental agencies and their consultants and contractors associations in connection with its efforts to fulfill the stated goals.

(F) Ensure that approved progress payments to MBE's and WBE's are made on a timely basis after receipt of such payments from the Authority.

(G) Document and maintain a record of all bid solicitations and results thereof.

8. The Institution agrees that it will refrain from entering into any contract or contract modification with a contractor debarred from, or who has not maintained eligibility for public works contracts for failure to file affirmative action plans as required by any EEO Laws (as hereinafter defined).

9. The Institution agrees that it will carry out such sanctions and penalties for violations of the EEO Clause as may be imposed upon such contracts, contractors and subcontractors by the Federal Government or the Connecticut State Commission on Human
EXHIBIT ‘D’

Rights and Opportunities.

10. "EEO Laws" shall mean Executive Order No. 11246, of September 28, 1995, as supplemented from time to time, and all of the regulations, rules and orders promulgated thereunder; Chapter 814c of the Connecticut General Statutes, the Human Rights and Opportunities Law, as amended from time to time, and all of the regulations, rules and orders promulgated thereunder.

11. "Minority or Minorities" shall mean:

(1) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

(2) Hispanic persons of Mexican, Dominican, Puerto Rican, Cuban, Central or South American culture or origin, regardless of race;

(3) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, and Indian subcontinent or the Pacific Islands;

(4) American Indian or Alaska native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

12. "Minority Business Enterprise" (MBE) shall mean a business that is owned, operated and controlled by one or more Minority persons. For the purpose of this definition the term "owned" shall mean that one or more Minority persons own 51% or more of each class of stock and are entitled to receive 51% or more of the net profits (or losses) of the business. For the purposes of this definition, the term "operated and controlled" shall mean that one or more Minority persons have the day-to-day responsibility for running and making all important decisions affecting the business enterprise.

13. "Women-owned Business Enterprise (WBE) shall mean a business that is owned, operated and controlled by one or more women. For the purpose of this definition the term "owned" shall mean that one or more women own 51% or more of each class of stock and are entitled to receive 51% or more of the net profits (or losses) of the business. For the purposes of this definition, the term "operated and controlled" shall mean that one or more women have the day-to-day responsibility for running and making all important decisions affecting the business enterprise.

14. The following contracts shall be exempt from the requirements of paragraph 5:

(1) Loans, mortgages, contracts and subcontracts not exceeding $50,000;
EXHIBIT ‘D’

(2) Contracts and subcontracts not exceeding $100,000 for standard commercial supplies or raw materials;

(3) Contracts and subcontracts under which work is to be or has been performed outside of the State of Connecticut and where no recruitment of workers within the State of Connecticut is involved. To the extent that work pursuant to such contracts is done within the State of Connecticut, the EEO Clause shall be applicable;

(4) Contracts for the sale or acquisition of property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed $100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or $50,000 in the case of all other contracts or subcontracts.

The terms of the agreements herein contained shall expire upon the payment or defeasance of the Bonds in accordance with their terms. The representations, warranties, covenants and agreements made in this certification are for the benefit of the Authority and its successors and assigns.

WESLEYAN UNIVERSITY

By: _______________________________________
    John Meerts
    Vice President for Finance and Administration

Receipt acknowledged and accepted
as of this ____ day of ________, 2012:

STATE OF CONNECTICUT HEALTH AND
EDUCATIONAL FACILITIES AUTHORITY

By: ________________________________
    Richard D. Gray
    Executive Director
EXHIBIT ‘D’

Equal Opportunity Clause to be included in contracts and subcontracts.

The following equal opportunity clause shall be included in each contract and subcontract which is not exempt.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with whom a collective bargaining agreement or other contract or understanding has been entered into, a notice, to be provided, advising said labor union or workers' representative of the contractor's commitments under any applicable nondiscrimination laws, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of any applicable nondiscrimination laws and the regulations and relevant orders of the United States Secretary of Labor and the State Commission on Human Rights and Opportunities (the "Commission").

(5) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Authority assisted construction contracts and such other sanctions may be imposed and remedies invoked as provided by regulations, or as otherwise provided by laws.

(6) The contractor will include the provisions of Paragraphs (1) through (5) in every
EXHIBIT ‘D’

subcontract or purchase order unless exempted; so that such provisions will be binding upon each subcontractor or vendor.
SMOKING POLICY
Effective April 13, 2009

In an effort to promote a healthy and safe environment for all members of the Wesleyan community the university has expanded our current Smoking Policy. Currently, smoking is prohibited in all faculty and administrative buildings (including all offices, common areas and classrooms). The expanded policy prohibits smoking within 25 feet from the perimeter of all university buildings.

Research has found that secondhand smoke, also known as environmental tobacco smoke, is a Class A carcinogen and has detrimental effects on health. Additional findings have established that environmental tobacco smoke triggers asthma attacks and causes lung cancer, cardiovascular and lung diseases.

In light of compelling research findings about the effects of environmental tobacco smoke, the University strongly discourages employees from smoking in areas where non-smokers cannot avoid exposure to smoke.

Effective implementation of this policy depends upon the respect and cooperation of all members of the Wesleyan University community. We ask that you demonstrate your concern for your fellow colleagues by ensuring that you keep the appropriate distance from university buildings when you choose to smoke. Smoking receptacles have been placed around campus and we ask that you extinguish all smoking materials in these receptacles.

The Office of Health Services provides assistance to employees who wish to stop smoking. If interested, we encourage all employees who smoke to contact them for more information on smoking cessation programs.
Wesleyan University Building Sustainability Policy

The Green Building subcommittee falls under the auspices of the Facilities Planning Committee and Sustainability Advisory Group for Environmental Stewardship (SAGES). The committee is responsible for developing guidelines and operating procedures necessary for the implementation of the Green Building Policy.

Purpose

To demonstrate Wesleyan University’s commitment to environmental, economic, and social sustainability, to reduce Wesleyan’s carbon footprint, to yield cost savings through reduced operating costs, to provide healthy work environments for students, employees, and visitors, and to assess life cycle costs. Wesleyan seeks to provide leadership by setting a community standard of sustainable building. This policy is adopted in concert with the Purchasing Sustainability Guidelines and Energy Conservation Policy and is in support of university wide sustainability goals, including the University’s Strategic Plan and the Sustainability Action Plan (SAP).

Policy

I. All projects

All projects, regardless of cost, should meet the following standards. Any exceptions must be approved in writing by the Vice President for Finance and Administration. All buildings should meet site requirements established in the Grounds Sustainability Policy. This plan will be amended to align with other sustainability policies as they are adopted.

Refer to the topic areas in Section V for a ranked list of project priorities.

Energy Use and Performance

a. Purchase only appliances that are Energy Star qualified. Purchase other equipment with Energy Star certification and/or industry standard efficiency labeling where applicable, including laboratory and food service equipment.
b. When adding or replacing lighting, use light emitting diode (LED) bulbs.
c. When adding or replacing HVAC equipment:
   i. Right-size all mechanical equipment.
   ii. Heating equipment shall have a minimum 90% efficiency rating.
   iii. Water heaters shall be indirect water heaters.
   iv. Cooling equipment shall have a minimum 14 SEER (Seasonal Energy Efficiency Ratio) rating.
d. For Facilities projects, when adding or replacing equipment with high energy consumption, conduct a life cycle cost assessment (LCCA) analyzing the 20+ year impacts of the project on greenhouse gases, energy costs, and maintenance costs. The LCCA shall include a shadow carbon price (to indicate the full carbon impact of the associated project).
e. All upgraded envelope materials shall meet the following criteria:
   i. Ceiling insulation meeting minimum R38 standard.
   ii. Wall insulation meeting minimum R21 standard.
   iii. Duct wrap insulation meeting minimum R8 standard.
   iv. Double-pane, low-e (0.2), and ½” space air or argon filled.
f. For all new construction or when replacing any building roof, evaluate the technical and economic feasibility of solar PV to offset as much building energy use as possible.
Materials and Furnishings
a. Materials and furnishings shall meet the most current version of the Proprietary Specifications and Standards.
b. Purchase durable products.
c. Purchase products such as paint, carpeting, adhesives, furniture and casework with low or no VOCs and no formaldehyde content.
d. New HVAC, refrigeration, insulation, and fire suppression purchases shall not contain chlorofluorocarbon- or halon-containing refrigerants, solvents, or other products.
e. Products and equipment shall not contain lead or mercury, unless an alternative is not available.
f. Wood and wood contained in products shall meet Forest Stewardship Council (FSC) certification.
g. Purchase trash and recycling bins with restrictive openings ("Saturn" shape for recycling, square shape for trash, and triangle shape for compost) and proper signage. When possible, make these built-in or immovable.
h. Contract with contractors, sub-contractors, and outsourced services who are committed to sustainable building practices.

Water Use
a. When adding or replacing water figures, use only low-flow toilets (1.28 gpf or dual-flush), low-flow faucets, and low-flow showerhead aerators.

II. All new construction

Design and construct referencing minimum criteria outlined in Sections I and II. Green purchasing and grounds concepts should be integrated into architectural designs, final construction documents, and the final construction of University buildings and renovation of facilities. Refer to the topic areas in Section V for a ranked list of project priorities.

All new construction shall be designed consistent with or exceeding the appropriate Leadership in Energy and Environmental Design (LEED) version 4 or higher Gold certification, as established by the United States Green Building Council. LEED rating systems include Building Design and Construction (BD+C), Interior Design and Construction (ID+C), Building Operations and Maintenance (O+M), and Homes. All new residential houses shall achieve Energy Star Certification. When possible, pursue one or more of the following advanced certifications:

a. Leadership in Energy and Environmental Design (LEED) Platinum Certification
b. Net Zero Energy Building (NZEB)
d. Living Building Challenge 3.1 Certification

Energy Use and Performance
a. Orient buildings for maximum energy efficiency, passive solar gain, and natural lighting.
b. Utilize energy modeling during the schematic design, design development, and construction phases to estimate energy demand and consumption impacts, as well as GHG emissions, from proposed design options and demonstrate, via energy modeling, a minimum 30% reduction below ASHRAE 90.1-2010.
c. Submeter buildings for electricity, steam, and chilled water.
d. Install solar, geothermal, or other renewable energies to offset as much building energy use as feasible.

Materials and Furnishings
a. Maximize post-consumer recycled content in purchased products.
b. Recycle or salvage at least 75% of non-hazardous construction and demolition material.

Water Use
a. Meter building water use.
III. Major Renovations

Major renovations are defined as projects requiring 100% replacement of mechanical, electrical, and plumbing systems and replacement of over 50% of non-shell areas (interior walls, doors, floor coverings, and ceiling systems). Design and construct referencing minimum criteria outlined in Sections I and III. Green purchasing and grounds concepts should be integrated into architectural designs, final construction documents, and the final construction of University buildings and renovation of facilities. Refer to the topic areas in Section V for a ranked list of project priorities.

Renovations meeting the above thresholds shall be designed consistent with or exceeding the appropriate Leadership in Energy and Environmental Design (LEED) version 4 or higher Silver certification, as established by the United States Green Building Council. LEED rating systems include Building Design and Construction (BD+C), Interior Design and Construction (ID+C), Building Operations and Maintenance (O+M), and Homes. When possible, pursue one or more of the following advanced certifications:

a. Leadership in Energy and Environmental Design (LEED) Gold or Platinum Certification
b. Net Zero Energy Building (NZEB)
d. Living Building Challenge 3.1 Certification

Energy Use and Performance

a. Utilize energy modeling during the schematic design, design development, and construction phases to estimate energy demand and consumption impacts, as well as GHG emissions, from proposed design options and demonstrate, via energy modeling, a minimum 30% reduction below ASHRAE 90.1-2010.
b. Submeter buildings for electricity, steam, and chilled water.

Materials and Furnishings

a. Maximize post-consumer recycled content in purchased products.
b. Recycle or salvage at least 75% of non-hazardous construction and demolition material.

Water Use

a. Meter building water use.

IV. Minor Renovations and Existing Buildings

Minor renovations are defined as projects requiring less than 100% replacement of mechanical, electrical, and plumbing systems and/or replacement of less than 50% of non-shell areas (interior walls, doors, floor coverings, and ceiling systems). Design, renovate, and construct referencing minimum criteria outlined in section I. Refer to the topic areas in Section V for a ranked list of project priorities.
V. Topic Areas
When funding permits, refer to the following topic areas for project prioritization. The topic areas are listed in order of priority, with energy performance taking the highest priority.

Energy Use and Performance
1. Establish HVAC zoning and controls.
2. Submeter buildings for electricity, steam, and chilled water.
3. Audit and/or retrocommission buildings every ten years to determine the optimum cost-effective energy efficiencies over the life of each building. This may include, but is not limited to, ASHRAE 90.1 Level 2 Audits and Home Energy Solutions.
5. Follow lighting design practices to meet programmatic needs while reducing lighting energy use.
6. Install programmable thermostats.
7. Include daylighting controls and occupancy sensors for kitchens, hallways, and bathrooms.
8. Envelope
   a. Triple-pane windows.
   b. Ceiling insulation above R38 standard.
   c. Wall insulation above R21 standard.
   d. Duct wrap insulation above R8 standard.
9. New construction and major renovations
   a. Orient buildings for maximum efficiency, passive solar gain, and natural lighting.
   b. Generate as much of the building’s energy use as possible from solar photovoltaics, ground source heat pumps, air source heat pumps, or other alternative technologies using renewable energy sources.
10. In laboratories:
    a. Achieve Department of Energy’s Smart Labs Accelerator Smart Lab Key Elements.
    b. Do not use once-through water for process cooling.
    c. Include a heat recovery ventilation system near equipment with high heat generation (ex: -80 freezers).
    d. Recommission each lab one year after occupancy.
11. In data centers:
    b. Calculate anticipated energy use in reference to ASHRAE 90.4.

Materials and Furnishings
1. If competitively priced products are available locally (within 500 miles of campus), purchase these products to reduce transportation emissions.
3. Avoid the purchase of tropical hardwoods and the Sustainable Forestry Initiative (SFI) certification unless Forest Stewardship Council (FSC) certification is also present.
4. Use reused or reclaimed stone, brick, and other construction materials.
5. Seek purchased products with reusable, recyclable, or compostable packaging and dispose of properly. Prioritize minimum packaging when seeking vendors.
6. Utilize roofing materials that are light-colored to reduce the heat island effect.

Water Use
1. Meter building water use.
2. Reduce indoor potable water use by at least 35%.
3. Sub-meter irrigation separately from potable water use.
4. Reduce exterior water use by at least 50% using EPA’s WaterSense Water Budget tool and/or provide no irrigation from potable sources.
5. Install a dual plumbing system to reuse water and/or collect greywater for irrigation.

Applicability

All Wesleyan University departments, as well as contractors, subcontractors, and in-house trades shall adhere to the Building Sustainability Policy.

All requests for projects must use the Project Request Form and be consistent with the University’s Strategic Plan, which outlines priorities for academics, campus and student life, academic, rental properties and physical infrastructure. Requests must be submitted to the Facilities Planning Committee for review and approval.

Responsibility for Keeping Policy Current

Chair, Green Building Subcommittee

Distribution and Subsequent Revisions

- Wesleyan University Employee WesPortal
- Wesleyan Sustainability Website
- Facilities Website
TEMPORARY SIDEWALK VEHICLE ACCESS PASS

Valid date(s): _______ to_________
Location(s): _______________
Purpose: _______________
Vehicle ID#: _______________

Authorized by/Position
Title:_______________/________________  date:________