



AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 8th day of May, 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Ossining Public Library
53 Croton Avenue
Ossining, NY 10562

and the Construction Manager:
(Name, legal status, address, and other information)

Calgi Construction Company, Inc
56 Lafayette Ave, Ste 350
White Plains, NY 10603

for the following Project:
(Name, location, and detailed description)

Ossining Public Library Pre-Project Bond Referendum

The Architect:
(Name, legal status, address, and other information)

Lothrop Associates
333 Westchester Avenue
White Plains, NY 10604

The Engineer:
Simpson Gumpertz & Heger (SGH)
With an office at:
525 7th Avenue New York, NY 10018

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit A "Proposal" (a copy of which is attached hereto and hereby incorporated into this Agreement).

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Exhibit A "Proposal"

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any: See Exhibit A "Proposal".

- .2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 INTENTIONALLY DELETED

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address, and other contact information.)

Karen LaRocca-Fels, Library Director
Ossining Public Library
53 Croton Avenue
Ossining, NY 10562

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Dominic Calgi, President
Calgi Construction Company, Inc.
56 Lafayette Ave, Ste 350
White Plains, NY 10603

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and the Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, if needed the Owner and the

Construction Manager shall adjust, as necessary, the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation upon review by the Owner of the submission by the Construction Manager, in writing, of the rationale therefor and setting forth the proposed adjustments. The Owner will perform such review and report the findings of that review in writing to the Construction Manager promptly. Although the Construction Manager, hereunder, shall be entitled to adjustments in compensation due to delay, there will be no adjustments for the Construction Manager's compensation due to any delay or rescheduling of the Bond Referendum.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and the Architect or the Engineer. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and the Architect or the Construction Manager and the Engineer.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. The Construction Manager shall visit the construction site and familiarize itself with the requirements of the Project. The Construction Manager shall use its best skill and judgment to keep the Project Work costs and times within the Owner approved estimates of costs and times for completion of the Project Work.

§ 2.2.1 The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Construction Manager covenants with the Owner to furnish its professional skill and judgement in cooperation with and in reliance upon the services of an architect. The Construction Manager agrees to furnish efficient business administration, supervision and Construction Management at all times and in an expeditious and economical manner consistent with the interests of the Owner.

§ 2.2.2 All services provided by the Construction Manager hereunder shall be performed in a prompt manner and shall be in accordance with the professional standards applicable to such services with respect to the type of Project contemplated by this Agreement. The Construction Manager shall be responsible for all services provided hereunder whether such services are provided directly by the Construction Manager or by any consultants or subcontractors hired by the Construction Manager. The Construction Manager will perform all duties and services and make all decisions promptly and without unreasonable delay and will give this Project such priority in its office as is necessary to cause the construction management services hereunder to be timely and properly performed.

§ 2.2.3 The Construction Manager acknowledges that the Owner is a public library subject to various laws, rules, and regulations. The Construction Manager represents that it is familiar with and will perform all services in accordance with the applicable laws, rules, and regulations as they pertain to the design, bidding, and construction of capital improvement projects.

§ 2.2.4 The Construction Manager represents and warrants that it is financially solvent and experienced in and competent to perform the Construction Management services set forth herein.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect and an Engineer pursuant to the contract(s) between the Architect and the Owner and the Engineer and the Owner. The Construction Manager shall not be responsible for actions taken by the Architect or the Engineer.

§ 2.3.1 The Construction Manager shall supply and commit sufficient personnel (both management and otherwise) to the Project to monitor the Work, record the conditions(s) of the Project and the progress of the Work, and to otherwise perform its obligations under this Agreement.

§ 2.3.2 The Construction Manager shall have adequate clerical staff skilled in the construction field to maintain the Project Documents in an orderly manner and to provide timely and accurate correspondence, written meeting minutes, inspection records, logs, as well as organized photographic documentation of the progress of the Work.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Engineer, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, the Engineer, and the Owner's other consultants and Separate Contractors unless the Construction Manager knew or reasonably should have known from a review of the services, information or reports that they were inaccurate or incomplete in a material way – though the parties acknowledge that it is not the responsibility of the Construction Manager to determine whether any such inaccuracies or incompleteness exist. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. As part of its Basic Services, the Construction Manager's designated representative or Project team members shall attend meetings with the Owner's designated representative and any other meetings reasonably requested by the Owner relating to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager must obtain and keep in full force the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less One Million Dollars (\$ 1,000,000) for each occurrence (per project basis) Two Million Dollars (\$ 2,000,000) in the aggregate (per project basis); \$2,000,000 products and completed operations; \$1,000,000 personal and advertising injury; \$100,000.00 fire damage; \$10,000 medical expense.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage for owned, hired, borrowed and non-owned motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 Workers' Compensation and New York State Disability: Statutory Worker's Compensation (C-105.2 or U-26.3) and New York State Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

§ 2.8.4 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.8.5 Umbrella/Excess Insurance: \$5,000,000.00 each occurrence and aggregate. Umbrella/Excess coverage must be on a follow-form basis or provide broader coverage over the required auto liability and general liability coverages.

The Construction Manager may achieve the required limits and coverage through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under this Article 2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.6 Additional Insured Obligations. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Construction Manager hereby agrees to effectuate the naming of the Owner as an additional insured on the Construction Manager's insurance policies, with the exception of its workers compensation, New York State disability, and professional liability policies. Each policy naming the Owner as an additional insured must be from an A.M. Best rated "A-" or better insurer, licensed in New York State; and state that the Construction Manager's coverage is primary and non-contributory coverage for the Owner, its Board, employees, and volunteers with a waiver of subrogation in favor of the Owner for all coverages including workers' compensation.

The Owner must be listed as an additional insured by using standard or other endorsements that extend coverage to the Owner for on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rests solely with the Owner. Completed copies of the endorsements must be attached to the certification of insurance.

§ 2.8.7 The Construction Manager must submit to the Owner certificates of insurance and copies of endorsements indicating the required coverages for the Owner's approval prior to the commencement of any Work. The certificate of insurance must describe the specific services provided by the Construction Manager that are covered by the commercial general liability policy and the umbrella/excess policy. At the Owner's request, the Construction Manager will provide a copy of the declarations page of its liability and umbrella policies with a list of endorsements and forms. If so requested, the Construction Manager will provide a copy of the policy endorsements and forms.

§ 2.8.8 The Construction Manager must notify the Owner in writing thirty (30) calendar days prior to any lapse in coverage. Upon the Construction Manager's acquisition of a new, renewed, or modified policy, the Construction Manager must file with Owner a copy, or a certificate evidencing the procurement, of such policy.

§ 2.8.9 The Construction Manager hereby indemnifies the Owner for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of the Construction Manager, to the extent not covered by the applicable policy.

§ 2.8.10 If a policy is written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement.

§ 2.8.11 The Construction Manager acknowledges that failure to obtain such insurance on behalf of the Owner constitutes a material breach of this Agreement and subjects the Construction Manager to liability for damages, indemnification and all legal remedies available to the Owner. The Construction Manager must provide the Owner appropriate proof evidencing that the above requirements have been met, prior to the commencement of Work by the Construction Manager. The failure of the Owner to object to the contents of a certificate or absence of same is not a waiver of any and all rights held by the Owner or obligations of the Construction Manager hereunder.

§ 2.9 The Construction Manager shall assist the Owner, the Architect, the Engineer, and other Project participants in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be responsible for managing and maintaining the centralized electronic document management system.

(List any items that are to be included in the centralized electronic management system.)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner, Architect, and the Engineer shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect or the Engineer, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.1.1 General Requirements

§ 3.1.1.1 The Construction Manager acknowledges that the Project may be changed, supplemented or amended from time to time by or with the approval of the Owner without invalidating this Agreement and that all such work shall be executed under the terms and conditions of this Agreement, unless otherwise provided in this Agreement. The Owner acknowledges that such changes, supplements and/or amendments may necessitate changes to the Cost of the Work, the time to perform the Work, and the Owner's Budget.

§ 3.1.1.3 The Construction Manager shall, as required by this Agreement, assist the Owner in establishing and furnishing project administration and construction management services necessary and appropriate for the development, approval and construction of the Project, in the most expeditious and economical manner consistent with the stated interests of the Owner.

§ 3.1.1.4 The Owner's approval, acceptance, use of or payment for all or any part of the Construction Manager's services hereunder shall in no way diminish or limit the Construction Manager's obligations and liabilities or the Owner's rights, except to the extent expressly stated herein.

§ 3.1.1.5 Construction Manager shall deliver to Owner, with reasonable promptness after receipt thereof, copies of all written communications received by Construction Manager from any and all persons with respect to any significant or material delays, defaults or increased costs, actual or potential.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the information and program furnished by the Owner and any evaluation of the Owner's program provided by the Architect or the Engineer, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner, the Architect, and the Engineer.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's and the Engineer's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's and/or the Engineer's approval for the portion(s) of the Project schedule relating to the performance of the Architect's and/or the Engineer's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, the Engineer's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and will work with the Owner, and any other professional they contract with, to assist with constructability reviews required by applicable laws, rules or regulations. The Construction Manager shall update the Project schedule to

include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect, the Engineer, and other Owner consultants, the Construction Manager shall prepare, for the Architect's and the Engineer's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall expeditiously review design documents during their development and advise the Owner, the Architect, and the Engineer on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner, the Architect and the Engineer, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner, the Architect, and the Engineer and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect and the Engineer progress with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager, the Architect, and the Engineer an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's and the Engineer's review and the Owner's approval. The Construction Manager shall inform the Owner, the Architect, and the Engineer in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. The Construction Manager acknowledges that the Owner is entitled to rely upon the accuracy of the Construction Manager's estimates of the Cost of the Work for planning and estimating purposes.

§ 3.2.10 As the Architect and the Engineer progress with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner, the Architect, and the Engineer and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner, the Architect, and the Engineer regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional

services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi- governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's and the Engineer's review and the Owner's approval. In the event that the latest estimate of the Cost of the Work exceeds the Owner's budget, the Construction Manager shall, as part of its Basic Services, provide and make recommendations to bring the estimate within the Owner's budget, if possible, inclusive of scope changes as may be necessary.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner, the Architect, and the Engineer with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect and/or the Engineer, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect and/or the Engineer with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's and/or the Engineer's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect and/or the Engineer, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect and/or the Engineer, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner, the Architect, and the Engineer in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect and the Engineer as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the final Certificate for Payment is issued.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner, the Architect, and the Engineer. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, the Architect, the Engineer, and the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner, Architect, and the Engineer.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, the Architect, the Engineer, and the Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner, the Architect, and the Engineer.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner, the Architect, and the Engineer as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the

Architect and/or the Engineer.

2. Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect and/or the Engineer.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect, the Engineer, and the Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, the Contractor, the Architect, and the Engineer of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect and/or the Engineer about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect, the Engineer, and the Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect and/or the Engineer of when and where the tests and inspections are to be made so that the Architect and/or the Engineer may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner, the Architect, and the Engineer during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or

omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect and/or the Engineer requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect, the Engineer and the Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's or the Engineer's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect and the Engineer for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect and/or the Engineer those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect and the Engineer, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, the Architect, or the Engineer.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner, the Architect, and the Engineer and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner, the Architect, and the Engineer showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project; and

.12 Status reports on permits and approvals of authorities having jurisdiction; and

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1** Contractors' work force reports;
- .2** Equipment utilization report; and
- .3** Cost summary, comparing actual costs to updated cost estimates; and

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, the Architect, the Engineer, and the Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect and/or the Engineer a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect and the Engineer in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager, the Architect and the Engineer shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect and the Engineer when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect and the Engineer in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with copies to the Architect and the Engineer, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect and the Engineer a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, the Construction Manager the Architect or the Engineer and the Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial

Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner, the Architect, and the Engineer to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 INTENTIONALLY DELETED

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide Additional Services until the Construction Manager receives the Owner's written authorization. :

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager, the Architect, and the Engineer. The Owner, the Architect, and the Engineer in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect and an Engineer to provide services, duties and responsibilities. The Owner shall provide the Construction Manager with copies of the scope of services in the agreement(s) executed between the Owner and Architect and the Owner and the Engineer, and any further modifications to the Architect's or the Engineer's scope of services in the agreements.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 INTENTIONALLY DELETED

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager, and the Architect and/or the Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's or the Engineer's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect and the Engineer in all communications that relate to or affect the Architect's or the Engineer's services or professional responsibilities. The Owner shall promptly notify the Architect and/or the Engineer of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's and/or the Engineer's consultants shall be through the Architect and/or the Engineer.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and the Engineer and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does

not include the compensation of the Architect or the Engineer; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 INTENTIONALLY DELETED

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect and the Engineer, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager, the Architect, and the Engineer in making such adjustments.

§ 6.5 In the event the estimated Cost of Work or the Cost of Work is exceeded at any time, Construction Manager as part of its Basic Services, shall recommend modifications as are necessary to attempt to eliminate such excess in order to bring costs within the Owner's budget. In the event the construction documents are completed and the actual bids for construction obtained by the Owner result in costs reasonably exceeding the latest established construction estimate, the Owner may approve the increased costs or cooperate with the Architect, the Engineer, and the Construction Manager if revising the scope of the Project is required to reduce the construction cost. Services for such revisions shall be considered part of Basic Services.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner, the Architect, and the Engineer to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 If allowed under the policy or policies of insurance for property damage applicable to the Project without penalty, additional premiums or impairment of coverage, to the extent of actual recovery of proceeds arising from damages covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 To the fullest extent permitted by law, the Construction Manager indemnifies and will defend and hold harmless the Owner, its employees, agents, representatives and members of the Board of Trustees from and/or against all third-party claims, suits, damages, liabilities, losses and expenses (including, but not limited to, reasonable attorney's fees and disbursements) to the extent arising out of or resulting from any culpable omission, fault, or neglect of Construction Manager, or any subcontractor of Construction Manager, excluding any claims, damages, losses and expenses arising from and limited to the extent of the Owner's negligence, recklessness or willful misconduct.

In the event that any legal proceeding is instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from an indemnifying party under the provisions of this Paragraph, the Owner will promptly notify the Construction Manager of the legal proceeding, claim or demand, and give the Construction Manager an opportunity to defend same and settle same without any cost to the Owner, and will extend reasonable cooperation to the Construction Manager in connection with such defense, which will be at the expense of the Construction Manager. In the event that the Construction Manager fails to defend the same within a reasonable length of time, or advise that such defense has been assumed by an insurer, which for this purpose may not exceed, absent good cause, thirty (30) calendar days, the Owner is entitled to assume the defense thereof, and the Construction Manager is liable to repay the Owner for all its expenses reasonably incurred in connection with said defense (including reasonable attorney's fees, disbursements, expert witness fees and settlement payments). The failure of the Owner to notify the Construction Manager of a legal proceeding, claim or demand, will not relieve the Construction Manager of any obligation that the Construction Manager has pursuant to this Paragraph unless and only to the extent that the failure to notify the Construction Manager materially prejudices the Construction Manager.

The Construction Manager agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the Owner (which consent will not be unreasonably withheld or delayed).

All of the provisions of this Paragraph will survive the expiration or sooner termination of this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.1.5 In the event of any dispute between the Owner and the Construction Manager or the Construction Manager and any other person with respect to the Project, the Construction Manager shall continue to perform its duties under this Agreement without interruption or delay, pending the resolution of the dispute and the Construction Manager shall not directly or indirectly stop or delay the performance of the Project. In the event of a dispute between Owner and Construction Manager, Owner shall continue payments to Construction Manager pursuant to this Agreement, except for any item(s) in dispute. Nothing contained herein shall be construed to mean that Construction Manager shall be required to perform out of scope Work without a written agreement, signed by both Construction Manager and Owner, detailing to time and compensation for such out of scope Work.

§ 8.1.6 Unless otherwise required by law, any claim made by the Construction Manager arising out of any alleged act or omission by the Owner, its Board of Trustees, officers, agents or employees in the execution or performance of this Agreement shall be made against the Owner and not against any member of the Board of Trustees, officer, agent or employee. No Board member, trustee, officer, agent or employee of Owner shall have any personal liability whatsoever pursuant to or by reason of this Agreement.

§ 8.2 Mediation

§ 8.2.1 Intentionally Omitted.

§ 8.2.2 If claim, dispute or other matter in question arises out of or related to this Agreement, the parties shall endeavor to settle the dispute first through direct discussion between their designated representatives. The representatives shall meet promptly in a good faith effort to resolve the dispute. If the designated representatives are unable to reach a resolution within fifteen (15) calendar days of the referral of the matter to them, the matter may, with the written consent of both the Owner and Construction Manager, be submitted to non-binding mediation before a mutually agreed upon mediator. Any such mediation shall be completed within thirty (30) days of submission and each party shall cooperate in the process

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 INTENTIONALLY DELETED

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 Subject to Section 8.1.5, persistent failure of the Owner to make payments to the Construction Manager in accordance with this Agreement through no fault of the Construction Manager shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give fourteen days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services, inclusive of overhead and profit. The Construction Manager's fees for the remaining services and the time schedules shall be negotiated and, if necessary, equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to the effective date of the notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services inclusive of overhead and profit. The Construction Manager's fees for the remaining services and the time schedules shall be negotiated and equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon determination of a court of competent jurisdiction that termination of Construction Manager for cause was wrongful, such termination shall be automatically deemed converted to a termination for convenience and Construction Manager's remedy for such termination shall be limited to compensation for services performed prior to the effective date of termination, together with any reimbursable expenses then due, overhead and profit. In the event that Construction Manager, its surety, any person or entity acting on Construction Manager's or its surety's behalf, or any other person or entity, challenges a for cause termination by the Owner, and a court of competent jurisdiction determines that termination of Construction Manager for cause was not wrongful, Owner shall be entitled to all costs and expenses, including reasonable attorney's fees, incurred in defense of such claim.

§ 9.5 The Owner may terminate this Agreement upon not less than fourteen days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to the effective date of the termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 Intentionally omitted

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect and/or the Construction Manager and the Engineer.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Hazardous Materials

§ 10.6.1 Hazardous Materials are materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are or may hereafter be regulated by any federal, state or local law authorities.

§ 10.6.2 Notification. If at any time prior to the commencement of or during the progress of the Work, the Owner or Construction Manager becomes aware of the actual or suspected presence of Hazardous Materials at the Project site and not addressed in the Contract Documents, the party becoming so aware shall promptly notify the other party, the Architect, the Engineer, and the Contractors in writing of the presence, location and composition of the Hazardous Materials.

§ 10.6.3 Discovery. If any known or suspected Hazardous Materials are discovered at the Project site and not addressed in the Contract Documents, the Construction Manager shall immediately direct Contractor(s) to stop work in the immediate area of the condition and the Construction Manager shall immediately report the condition to the Owner, the Architect, and the Engineer in writing.

§ 10.6.4 Remediation. The Owner shall be solely responsible for corrective measures and/or remedial action as to Hazardous Materials not addressed in the Contract Documents. The Construction Manager shall not be required to resume its services prior to receipt of certification by an independent licensed laboratory and, if required by applicable law, the approval by the appropriate government authority, that the Hazardous Materials have been removed or rendered harmless. Nothing contained herein shall place liability on Construction Manager for the presence of any such Hazardous Materials at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect, the Engineer and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law, including the Freedom of Information Law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 All notices required to be made in writing hereunder shall be given, made or served by (i) mailing the same by registered or certified mail, return receipt requested, or by overnight or express mail service, (ii) by delivering the same by hand or by messenger or courier service or (iii) by sending the same by facsimile transmissions. Notices may be given by Owner's or Construction Manager's agents and attorneys on Owner's or Construction Manager's behalf, as the case may be, and the effective date of all notices shall be: (i) the date of delivery or the date such delivery is refused, if delivery is by hand, messenger or courier service (ii) the date of facsimile transmission, only as shown by a confirmation, (iii) if mailed by an overnight or express mail service, the first business day following deposit with such service, or, (iv) if mailed by certified or registered mail, the third business day following deposit in the mail. For purposes of this paragraph, the term "business day" shall be any day which is not a Saturday, Sunday or holiday observed by the Federal or State government.

§ 10.11 THE CONSTRUCTION MANAGER HEREBY CONFIRMS THAT, TO THE EXTENT REQUIRED BY LAW, IT HAS IMPLEMENTED A WRITTEN ANTI-SEXUAL HARASSMENT POLICY THAT MEETS OR EXCEEDS THE REQUIREMENTS OF NEW YORK LABOR LAW SECTION 201-G AND THAT ANNUAL TRAINING REGARDING THIS POLICY IS AND WILL BE PROVIDED TO ALL OF ITS EMPLOYEES CONSISTENT WITH LAW.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

See Exhibit A "Proposal"

§ 11.1.2 Intentionally Omitted.

§ 11.

Intentionally Omitted.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit A "Proposal"

§ 11.4 Intentionally Omitted.

§ 11.5 Intentionally Omitted.

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows: See Exhibit A "Proposal"

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.7 Intentionally omitted.

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 Intentionally Omitted.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. The Construction Manager must submit monthly invoices (in a form and substance satisfactory to the Owner) for the services provided under this Agreement. Compensation for Reimbursable Expenses and Additional Services of the Construction Manager's consultants will not be paid unless the invoice submitted by the Construction Manager includes a detailed written explanation of the basis for each Reimbursable Expense and Additional Service and adequate supporting documentation is attached thereto, including, but not limited to invoices and receipts received from third parties. Compensation for services being performed on the basis of hourly rates will not be paid unless the invoice submitted by the Construction Manager includes the date of the services, the name and title of each employee performing services, the length of time expended by each employee, and a detailed description of the services.

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

ARTICLE 12 INTENTIONALLY DELETED

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1** AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2** INTENTIONALLY DELETED
- .3** Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

See Exhibit A "Proposal"

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

BY: Ossining Public Library

(Printed name and title)



CONSTRUCTION MANAGER *(Signature)*

BY: Dominic Calgi, President

(Printed name and title)

EXHIBIT A

Construction Manager Proposal Dated September 6, 2024



Established 1919

Construction Management

Owners Representative

General Contracting

Consulting

September 6, 2024

Ossining Public Library

Pre-Project Bond Referendum

Project Management Services





CONSTRUCTION MANAGEMENT
OWNER'S REPRESENTATIVE
CONSULTING
GENERAL CONTRACTING

CALGI CONSTRUCTION COMPANY, INC.
56 Lafayette Avenue, Suite 350
White Plains, New York 10603
TEL: 914-682-9423
FAX: 914-682-9420
E-MAIL: dcalgi@calgiconstruction.com
www.calgiconstruction.com

September 6, 2024

Karen LaRocca-Fels, Library Director
Molly Robbins, Asst. Library Director
Ossining Public Library
53 Croton Ave.
Ossining, NY 10562

Dear Ms. LaRocca-Fels & Ms. Robbins,

Calgi Construction Company is pleased to submit our qualifications to provide Pre-Project Bond Referendum Project Management Services for the Ossining Public Library. We have successfully managed many complex renovation and construction projects over the years for many educational institutions, library facilities and municipalities in the tri-state area.

Our management team will consist of individuals who have the background and qualifications in the construction and management of educational facilities and the needed experience working with the SED. Our involvement in managing public projects and coordinating various Prime Contractors (under NY State Wicks Law for Public Construction) will be invaluable to the Library's project.

We take special pride in helping to build and renovate educational facilities that nurture the children and young adults who live within our communities to improve their overall quality of life. Our focus is to deliver successful, high-quality, safe projects that will result in facilities students, staff and the community can take pride in.

Provided within our proposal is our Company Profile detailing our work with educational facilities, Project Experience, Project Team, Project Approach & Management Plan and Construction Management Fees & Services encompassing our understanding of our role as Construction Manager.

We appreciate the opportunity to be considered for this project and look forward to speaking with you about becoming an integral part of the project team.

Very truly yours,

Dominic Calgi
President

Celebrating Over a Century of Construction Services

Member: Construction Management Association of America

TABLE OF CONTENTS

- **Introduction**
- **Experience & Reference Information**
- **Project Team & Management Plan**
 - Organizational Chart
 - Resumes
 - Statement of Methodology
 - Project Approach, Management Plan
- **Construction Management Services & Fees**
- **Forms**

Company Profile

For over a century, Calgi Construction Company has provided Construction Management, Owner's Representative and Consulting Services throughout the Tri-State area. A versatile firm, the company has expertise in a broad range of industries and construction types including municipal, safety, health care, life sciences, educational, corporate additions, renovations and fit-outs. Our portfolio encompasses projects in a variety of market sector areas with specific concerns, key issues and unique business strategies that are all as integral to a construction project's success.

Educational

Calgi Construction takes special pride in helping to build and renovate educational facilities that nurture the children and adults who live within our communities to improve their overall quality of life. We understand the special challenges involved in providing high quality educational environments and our role in the design/construction process gives us a unique insight into the specialized nature of Schools, Libraries and Institutions of Higher Education. Public school projects at times will require a successful Public referendum and we work with the Library and School Boards, School Superintendents and Library Directors to achieve voter support. For both Public and Private educational clients we assist in all meetings and aid in addressing all concerns that may arise from the Community including Faculty, Students, Parents and patrons.

Municipal & Public Safety

At Calgi Construction we are honored to help to build the facilities that govern and protect the communities in which we live and work. We understand the issues involved in public projects including fiscal responsibility, community relations, local politics & agency regulations and procedures. The first step in a Public project is a successful referendum. At Calgi, we work in sync with City, Town and Village leaders to assist in developing a solid campaign that generates voter support. We help communicate the building program and establish a suitable construction budget to achieve a successful referendum. From City/Town/Village Halls to Police and Fire Stations and DPW Facilities, we have successfully managed new construction as well as renovation projects.

Corporate Projects

Whether an organization is looking to expand or renovate their facilities, Calgi recognizes the desire to fast track these projects so Owners can continue to provide their services to the community. Calgi manages these projects from site assessment and feasibility evaluation to Statutory and Building approvals to bidding and ultimately supervising and managing the various contractors.

Calgi offers our clients a proven team with an in-depth understanding of the unique issues, complexities and challenges that are part of the culture and nature of working on construction projects. We approach every project not simply as a construction management firm, but rather as a valued partner. We take on your key concerns and business objectives as they are as much a catalyst for success as accelerated schedules and reduced budgets. As your eyes and ears on the project, we will become your in-house construction expert. From site selection and acquisition to building occupancy, we lead the project team every step of the way, turning your visions into reality.

Our Services

Feasibility Studies
Project Needs Assessment
Bond Acquisition Budgeting
Design Team Review & Selection
Conceptual Budgeting
Schematic & Design Development Budgets
Construction Cost Estimating
Value Engineering
Constructability Reviews
Construction Means & Methods Review
Project Scheduling & Cost Control
Complete Bidding Phase Services
Contractor Review & Selection
Quality Control
Field Management & Coordination
Project Safety Monitoring
Project Close Out & Document turnover
Owner Occupancy transition
Facility Management



Coordination

A dedicated project manager will manage your project from Inception to Completion

Communication

Calgi's team effectively bridges the gap between the owner, architect and contractors with a hands on approach ensuring a strong client relationship

Control

Our budgets, schedules and cost control system delivers a safe project within budget and time



Project Experience



The Kingston Library
Contract: Construction Manager
Architect: Butler Rowland Mays Architects
Total Project Capital Cost: \$14 Million

Calgi was selected as Construction Manager for the Kingston Library to manage the Pre-Referendum Phase through Post Construction Phase for the upcoming additions and renovations. During the successful referendum phase Calgi provided detailed cost estimates, budgets and value engineering. This project is now in the Construction Phase and includes a complete HVAC upgrade, elevator, interior/exterior renovations all while keeping the historical significance of the Library. Calgi will also manage the Library's relocation to a temporary facility.



Tuckahoe Public Library
Contract: Construction Manager
Architect: Smith & Pucillo Architects
Total Project Capital Cost: \$1.2 Million

Calgi is providing Construction Management Services to the Village of Tuckahoe on the renovation of the Village's Library. The Project, currently in the Construction phase, consists of HVAC replacement, demolition of interior finishes, ceilings, lighting, portions of existing mechanical systems, fire protection devices, non-structural partitions, doors and frames, and the installation of new finishes, partitions, ceilings, lighting, electrical devices, restoration of mechanical systems, replacement of fire protection devices, non-structural partitions, and doors and frames.



Pearl River Library
Contract: Construction Manager
Architect: Lothrop Associates
Total Project Capital Cost: \$ 14.2 Million

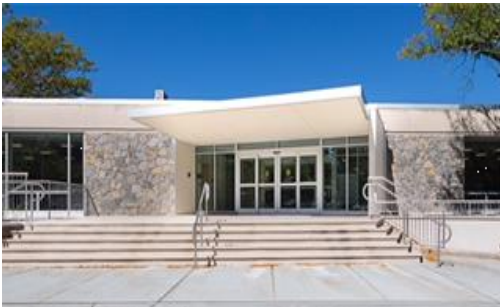
Calgi is providing Construction Management Service to the Pearl River Library on the Renovation & Lobby Addition and related site work to the existing Public Library. This project will include construction of a new 42,000 SF Library facility and demolition of the existing building. Calgi will also manage the Library's relocation to a temporary facility.

Project Experience



Half Hollow Hills Community Library
Contract: Construction Manager
Architect: Peter Gisolfi Associates
Total Project Capital Cost: \$18 Million

Selected by the Half Hollow Hills Community Library to provide Construction Management Services, Calgi successfully managed the Library's Pre-Referendum phase through to voter approval of the \$15 million bond for construction of a New Library. We assisted the Library in their relocation to their temporary facility and the demolition of the existing Library. Calgi managed multiple prime contractors for the construction of the new 30,000SF facility.



Great Neck Public Library
Contract: Construction Manager
Architect: KG&D Architects
Total Project Capital Cost: \$12 Million

This complex project involved the complete interior renovation of the 40,000 sf + facility, originally opened to the public in 1970. The renovation included new energy efficient mechanical, plumbing and electrical systems and services as well as tele/data cabling upgrades, infrastructure improvements, elevator upgrade, new roof, windows and automatic entry doors along with ADA accommodations. This exciting project called for the complete redesign of the space to provide more people space and enlarged children's reading and storytelling areas.



Levittown Public Library
Contract: Construction Manager
Architect: Smith & Pucillo Architects/ H2M Architects
Total Project Capital Cost: \$ 4 Million

Calgi Construction was selected by the Levittown Public Library Board of Trustees as Construction Manager for the Library's HVAC Total System Upgrade project and the Alterations and Renovations to create a Café and Quiet Study area, Window Replacement, Exterior Paint, Parking Lot Expansion and Renovation to the Community Room and Restrooms. Calgi is responsible for the overseeing, coordination and on-site management of the Prime Contractors for the projects.

Project Experience



Bryant Public Library
Contract: Construction Manager
Architect: Peter Gisolfi Associates
Total Anticipated Cost: \$20 Million

Selected as Construction Manager for the Bryant Library's renovation, Calgi will manage the project beginning with Pre-Construction Services including value engineering, budgeting, scheduling and developing of bid documents. Once in Construction, Calgi will manage prime contractors throughout the construction phase through close out, ensuring a high quality, safe, and successful project.



Nanuet Public Library
Contract: Construction Manager
Architect: Butler Rowland Mays Architects
Total Anticipated Cost: \$12 Million

Calgi Construction was selected by the Nanuet Library to manage the Renovations and Additions to the existing Library beginning with the Pre-Referendum Phase of the Library's anticipated \$12 Million bond. Calgi will provide the Library with Cost Estimates, Budgets, and Schedules during the Pre-Bond Phase. Once the referendum passes we will continue to provide services through Construction Close Out.



Plainedge Public Library
Contract: Construction Manager
Architect: BHC Architects
Total Anticipated Cost: \$18 Million

Calgi was selected as Construction Manager for the Plainedge Public Library to manage the Pre-Referendum Phase through Post Construction Phase for the upcoming construction of a new library facility. During the referendum phase we will provide the library estimates on overall budget, scheduling, evaluate design, constructability and value engineering options.

Project Experience



Dobbs Ferry Union Free School District
Contract: Construction Manager
Architect: Tetra Tech Architects & KG&D Architects
Total Project Capital Cost: \$50 Million (2016-current)

Since 2016, Calgi has provided Dobbs Ferry UFSD with Construction Management Services for their capital projects including Pre-Referendum Services. Projects include renovating and installing athletic fields, tennis courts, bleachers, parking, roadway, stormwater upgrades, electrical upgrades, health and safety upgrades, art and technology upgrades, upgrades to infrastructure including asbestos abatement, roof replacement, insulation, air conditioning, ventilation and boiler replacements. In early 2019, Calgi provided Pre-Referendum Services prior to the District's successful bond vote and continued to provide services including budgeting/estimating/bid services and Full Time Project Management for the District's Capital Projects. In 2024, Calgi continues to provide management services for the upcoming Capital Projects.



Tuckahoe Union Free School District
Contract: Construction Manager
Architect: KG&D Associates
Total Project Capital Cost: \$28 Million (2018-current)

Since 2018, Calgi has provided Tuckahoe UFSD with Construction Management Services. In 2018, Calgi successfully managed the Pre-Referendum Phase, Pre Construction and Construction Phase of the District's \$8-\$10 million bond. In 2021, Calgi was tasked again to provide CM Services for the District's planned 2021-22 Capital projects. Calgi managed projects ranging from a second story addition to Cottle Elementary School to infrastructure, athletic field and security updates throughout the district. For the 2021-24 Capital Projects, Calgi will manage projects throughout the District including Cafeteria and Library Renovations, Field Improvements and renovations, HVAC upgrades, site work and Infrastructure Upgrades.



Yonkers Public Schools
Contract: Construction Manager
Architect: Fuller D'Angelo & Eisenbach & Ruhnke Engineering
Total Project Capital Cost: \$ 10.9 Million

Calgi is providing Construction Management Services to the Yonkers Public Schools. Currently, in the construction phase with projects in 8 school buildings. The projects consists of roof replacement, hvac upgrades, window replacements, floor replacements, kitchen upgrades, site upgrades, playground upgrades, fire alarm updates, lighting updates and new PA systems.

Project Experience



Garrison Union Free School District
Contract: Construction Manager
Architect: Tetra Tech Architects
Total Project Capital Cost: \$10 Million

Calgi provided Construction Management Services to the District for projects including renovations to school buildings HVAC and plumbing system upgrades, Roof work, Site work including expansion of playgrounds, Lighting and Sound upgrades, Video Surveillance systems as well as accessibility upgrades throughout. Calgi began the project providing Pre-Construction Services including preparing Schematic Design, Design Development and Construction Document estimates to ensure that the planned renovation and construction projects remain within the District's capital funds.



Washingtonville Central School District
Contract: Construction Manager
Architect: Sammel Architecture PLLC
Total Project Capital Cost: \$4.8 Million

Calgi was selected Construction Manager for this 6 building, \$4.8 million project. The project included: asbestos abatement for all (6) buildings; renovations to existing locker rooms, masonry restoration, aluminum store fronts, roofing replacement, replacement of plaster ceilings, toilet renovations, curtain wall replacement, installation of IP telephone and paging System and wireless systems.



Lakeland Central School District
Contract: Construction Manager
Architect: Fuller D'Angelo & Tetra Tech Architects
Total Project Capital Cost: \$ 18 Million

Serving as Rye Brook's Construction Manager, Calgi was entrusted to manage and the construction of the Village's state of the art athletic fields. The \$3.2 million, 5.8 acre athletic fields incorporate a NFHS synthetic turf soccer/football field and a softball field, a radio controlled electronic scoreboard, a storm water retention field, concession building with ADA compliant rest rooms and maintenance storage. In addition, the athletic fields were enveloped with 300 native trees and shrubs.

Project Experience



Iona University
Contract: Owner's Representative
Architect: Anthony M. Pucillo, AIA
Total Project Capital Cost: \$14 Million

As Owner's Representative for the College, Calgi managed the \$14 million project which included a 38,000 SF, 3 story structural steel and concrete building with concrete masonry backup and brick veneer. This project was completed in 11 months, well ahead of schedule. The facility, located at the center of Iona's main campus, houses all student activities, security offices, coffee shop and dining area, campus radio station, student meeting rooms, chapel, two computer labs, a Barnes & Noble bookstore, multi-purpose rooms and a night club. The facility is fully wired with the latest in technology in building functions, wireless accessibility and is attractively decorated.



Iona University
Contract: Owner's Representative
Architect: Anthony M. Pucillo, AIA
Total Project Capital Cost: \$15 Million

As Owner's Representative for the College, Calgi was entrusted to coordinate and monitor the services of all Design Professionals and Contractors. Our Services included Pre-Construction Phase Services, Construction Phase Services and Project Close-out. This \$15 million, 40,000 SF Georgian brick facility is located on Iona College's main campus. This complete athletic facility includes a fitness gym, exercise rooms, rowing tank and offices.



College of New Rochelle
Contract: Construction Manager
Architect: The Hillier Group
Total Project Capital Cost: \$ 8 Million

An interior renovation to the existing, four story, 40,000 SF building constructed in 1938. The project included a complete interior demolition of the facility and the creation of new study spaces, reading rooms, reference areas, general collection areas, media centers, administrative areas and storage facilities. Additionally, along with a new elevator installation and handicap accessible areas, the entire mechanical, plumbing, fire protection, electrical and telecommunications systems were upgraded to bring the library up to date.

References

Half Hollow Hills Community Library

Michele Peluso, Business Manager, 631-498-1247
Margie Hartough, Library Director, 631-498-1248
Nina Lesser, Peter Gisolfi Associates, (914) 478-3677 ext. 325

Levittown Public Library

Trina Reed, Library Director, 516-731-5728
Michael Smith, Smith & Pucillo Architects, 914-263-8027

Pearl River Public Library

Eugenia Schatoff, Library Director, 845-735-4084
Bob Gabalski, Lothrop Associates, 914- 234-8430

The Kingston Library

Margie Menard, Library Director, 845-331-0507 X1000
Paul Mays, Butler, Roland, Mays Architects, 518-885-1255

Tuckahoe Union Free School District

Faith Sparks, Director of Finance, Phone: 914-337-6600 ext. 1263
Amy Goodman, Superintendent, Phone: 914-337-6600 ext. 1251
Robert Fendler, KG&D Architects, 914-384-2050

Dobbs Ferry Union Free School District

Ron Clamser, Jr. Asst. Superintendent for Finance, 914-494-2962
Kenneth Slentz, Superintendent, 914-693-1500
Tom Farlow, TetraTech, 607-216-6807

Ossining Public Library

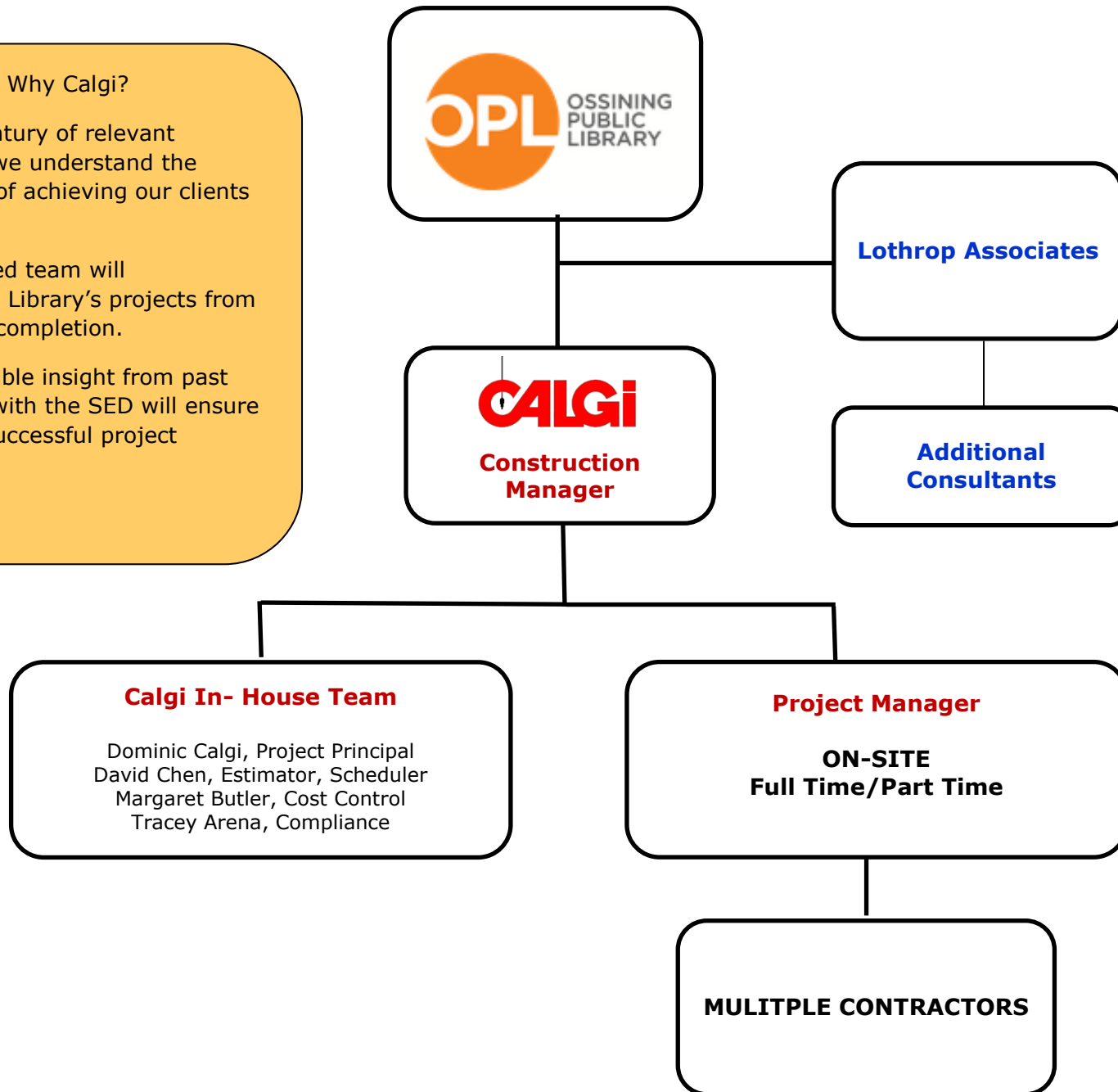
Construction Management Services Staffing and Organizational Chart

Why Calgi?

With our century of relevant experience we understand the importance of achieving our clients goals.

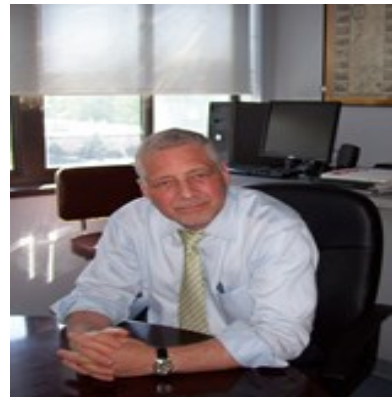
Our dedicated team will facilitate the Library's projects from planning to completion.

Calgi's valuable insight from past experience with the SED will ensure a smooth successful project



Dominic Calgi, President

Project Executive



With over 40 years in the construction industry, Dominic will be leading the Team. Dominic provides executive leadership, reinforces client relations and manages the financial as well as the overall project management performance on all Calgi projects. In addition to his management responsibilities, Dominic is also involved in taking part in and providing seminars to several professional organizations on construction management practices, WICKS Law projects and design and construction of various municipal , educational and healthcare facilities.

Relevant Experience

- The Kingston Library
- Pearl River Public Library
- Nanuet Public Library
- Half Hollow Hills Community Library
- Levittown Public Library
- Bryant Public Library
- Syosset Public Library
- Norhtport-East Northport Library
- Dobbs Ferry Union Free School District
- Tuckahoe Union Free School District

Past Experience

Illinois

Pora Construction Company

Illinois Dewatering Facilities

University of Illinois Sports Complex

Cook County Jail & Courthouse

Virginia

Stone & Webster Engineering Corp.

North Anna Nuclear Power Plant

Years of Experience

45 Years

Education

Bradley University

BS - Construction Engineering

Memberships

Building Contractors Association

Construction Advancement Institute

Construction Management Association of America (CMAA)

David Chen

Estimator/Project Manager



David has over 25 years of experience in the budgeting and scheduling of major public and private educational institutions, health care and public safety facilities. David's accurate budgeting has been beneficial to our clients planned funding of their projects. Additionally, as the majority of our projects are in the public sector, David assists the Design Team in the preparation of contract documents specific to the various multiple prime contracts.

Relevant Experience

- The Kingston Library
- Pearl River Public Library
- Half Hollow Hills Community Library
- Great Neck Library
- Levittown Public Library
- Nanuet Public Library
- Dobbs Ferry Union Free School District
- Tuckahoe Union Free School District
- Iona University
- College of New Rochelle

Past Experience

Village of Rye Brook
Town of Mamaroneck
City of New Rochelle

Years of Experience

25 Years

Education

New York Institute of Technology
BS - Architectural Technology

Profile

- Provides Construction Estimating, Scheduling, Budgets, Value Engineering Options, detailed review of architectural and MEP Systems
- Responsible for the cost estimating, budget development and management
- Actively involved with the Construction team preparing bid packages, recommendations
- Schedules key project milestones and performs constructability reviews.

Dorian DeLaurentiis

Senior Project Manager



Dorian has been with Calgi Construction since 2011. He is a Senior Project Manager with 30 years of experience in project management of educational facilities in both the public and private sectors. Dorian has provided the full gamut of construction project management services from value engineering to the daily management and coordination of the various prime contractors to quality control and project close-out and commissioning.

Relevant Experience

Below School Projects included but were not limited to:

New Construction, Renovations, Additions, Total HVAC replacements, HVAC Upgrades, Roof Replacement Window Replacements, Field & Site Upgrades and Improvements, Cafeteria Additions/Renovations/Updates, Security, Fire alarm, Fire sprinkler and Infrastructure Updates.

- Half Hollow Hills Community Library
- Levittown Public Library
- Tuckahoe Union Free School District
- New Rochelle City School District
- Valhalla Union Free School District
- Mount Pleasant School District
- Scarsdale Union Free School District
- Elmsford Union Free School District
- Greenburgh Central School District

Past Experience

MPCC Corp., New Rochelle, NY

- Senior Project Manager

Capital Projects Consulting, Hawthorne, NY

- Owner's Representative / CM

JMOA Engineering, P.C., Pleasantville, NY

- Project Executive

Years of Experience

30 Years

Education

New York Institute of Technology

BS - Architecture

Profile

- Involved in every aspect of Project Development from Estimating, Scheduling and Project Management to Project commissioning and Final Closeout.
- Provides Day-to-Day Point of Contact and Direct Management Oversight for the Construction Team.
- Develops and Reviews Project Schedule and Costs to Guarantee the Project is on Time and within Budget
- Manages Contracts Submittals, RFIs and Change Orders as well as Preparing Bid Packages, Procurement, Schedule and Permitting

Project Approach & Management Plan

The planning and design of a project usually requires less time than the actual construction of the project. However, the decisions made coupled with the design itself may, in some cases, be a cause for delays or cost overruns during the construction period. It is our main goal to provide the necessary Project Controls to avoid these conflicts.

Calgi's management staff will work with the Architect and Engineers early in the planning stages to assist them and make recommendations that we feel will ensure a successful project. Our staff of Professional Engineers, Construction Managers, Schedulers and Contract Administrators, with a combined average of thirty years of hands on construction experience, will provide the necessary expertise required for a successful construction program. The key issues that affect the success of any project are: Cost; Schedule; Quality Control and Safety. In working closely with the Ossining Public Library (Library) and their Design Team we can, through cost estimating and construction scheduling, ensure the value of the project within the budget and the constructability of the project within the anticipated construction time frame. All cost estimating and budgeting is performed in house.

During Schematic Design and Design Development through final Contract Documents, we can provide value engineering by reviewing the plans and specifications as they evolve and consider the costs of alternative materials, building systems, equipment and construction methods. When the project requirements have been sufficiently identified beyond schematics, we can prepare a preliminary cost estimate of the project. As the design progresses and the drawings and documents are further developed, Calgi will assess and revise costs to a point where, prior to construction, a lump sum construction budget will be established.

Scheduling will also be a part of our pre-construction phase responsibility and prior to issuing for bid, a detailed trade by trade schedule outlining the sequencing of the contractors and suppliers, their overlapping responsibilities and their interdependency will be completed. Additionally, long lead items will be highlighted as well as necessary site accommodations and access requirements. Both the Schedule and a Construction Implementation Plan will be incorporated into the bidding documents.

From the start of the construction phase, Calgi, along with the Architect, will be inspecting the project for conformance to the contract documents. Quality control begins during the initial interview and scope review with the Single Prime Contractor or Multiple Prime Contractors to be sure of their conformance to the contract documents, their thorough familiarization with all aspects of the construction process and the detailed plans prior to the execution of the contract.

It is the policy of our company to emphasize a safe work environment. To that end we incorporate Safety Discussions into our weekly job progress meetings and encourage the Contractors to have subsequent safety / toolbox meetings with their field forces and sub-contractors. Additionally, we schedule periodic inspections by the Dept of Labor to review and assess the overall safety aspects of the project.

With regard to the various Project Issues that arise during the Pre-Construction and Construction Phases, we provide our Project Approach and Management Plan to address the key challenges that all construction projects present.

Given that construction and renovations of new and existing buildings always present uncertainties, possible technical and administrative issues may arise that could complicate the execution of the overall project. Clearly, there will be a number of challenges that will have to be carefully and expeditiously addressed to ensure the successful outcome of the entire project. These challenges include:

Budgeting/Estimating

The available funding for this project including all direct costs, design and construction budget, contingencies, general conditions, fees, and escalation will be limited. Therefore, we will have to work closely with the Library and their Design Team to ensure that the final design remains consistent with the available funding and, at the same time, remain consistent with the overall goals and objectives of the Library.

Value Engineering

Construction and renovation of new and existing buildings can offer numerous opportunities for value engineering. It will be our responsibility to assist the Architect in the overall design process and offer our expertise in facilitating construction means and methods. We will aggressively review the design documents to ensure the optimization of systems and materials. To keep the project on schedule, these reviews will have to be completed expeditiously and at the completion of each design phase.

Scheduling

As with most projects the schedule will be tight, however, with proper planning and close control of the construction activities schedules can be achieved. The Calgi Company utilizes a "Suretrak" scheduling system. This system provides excellent control, scheduling and execution of the myriad of construction activities. It provides an excellent clock against which each phase or activity of a project is measured to pinpoint problems, highlight overriding and predecessor activities, avoid delays and bring the project to completion on / or before schedule. During the Construction Phase, our Project Scheduler will be updating the project schedule on a monthly basis working with direct input from the various prime contractors as well as with our Project Manager for actual on site progress information.

Forms

To facilitate the effective planning and execution of our Construction Management services, we utilize the following standard forms:

Daily Field Reports	Letters of Transmittal
Change Order Logs	AIA Change Order Forms
Shop Drawing Logs	"Suretrak" Schedules
Dunning Letters	Meeting Minutes
Transmittal Logs	Punch List Items
Application for Payment	Purchase Orders
Field Order Directives	Contract Agreement Forms

The majority of the forms noted are part of the Autodesk Project Management and Scheduling Software System. They can, however, be customized to meet client requirements.

Bidder Solicitation

Due to our reputation in the industry, we are aware of quality contractors and suppliers to solicit for our many projects. We notify the various vendors by issuing Request for Proposals (RFP's) to generate interest within the industry and assist the Architect in providing the local construction news organizations such as Dodge, etc. with copies of the construction documents. Additionally, we schedule and conduct pre-bid site meetings for the various vendors along with the Architect and their Consultants to answer all questions and assist the Architect in issuing addenda for clarifications as they arise during the bidding process.

Construction Claims/Change Order Analysis

New construction and renovation projects have the possibility to present uncertainties because of unforeseen conditions, differing site conditions, coordination issues, etc. For these reasons, there is a potential for change order requests. It will be our responsibility, as well as the Design Team, to keep the potential for change orders to a minimum by thoroughly reviewing the contract documents prior to bidding to ensure that they are as well defined and coordinated as possible. Further, to uncover as many hidden conditions as possible prior to the bidding phase, we would advise that probes of existing facilities or sub-soil investigations for new facilities be performed. Calgi advises that final budgeting for any project should include an allowance for unforeseen conditions to mitigate the cost of potential change orders. Should change orders arise, our project management staff along with our estimating staff will review each change order for verification of labor, material and equipment cost; conduct our own in-house estimate of the work to verify fairness of costs and review the contract documents to verify the validity of the change order request. Upon completion of our review process, we would then submit the change order request along with our analysis to the Architect and the Library for final approval. Upon approval, we then issue the necessary contract change order.

Payment Applications

We require all vendors to submit their payment applications on standard AIA Document G702 / CMA forms. These progress payment forms are based on percentage of completion. We require all vendors to submit a "pencil copy" of their applications for payment at least one week prior to the actual required due date. This is required to allow our Project Manager, along with the Architect, sufficient time to review each application for verification of work completed to date; materials delivered and stored to date; that sufficient monies remain in the activity line item to complete the remaining work and that the proper retainage is withheld. Upon completion of our review, the vendor is then authorized to make any corrections that may be required and to formalize the application for payment. It is our policy to require all vendor applications to include partial Release of Liens for prior payments along with certified payrolls. Finalized copies, upon Construction Manager and Architect's sign off will then be submitted to the Library for payment.

Prior to the release of progress payments to the vendors, our administrative staff reviews each vendor's insurance certificates to make sure they are current and valid. Assuming that all insurance's are current, the Library will be notified that progress payments can then be issued promptly.

Project Safety

During the construction process there will be multiple construction activities and extensive use of various tools and heavy equipment. It will be our role to emphasize compliance by all contractors of OSHA safety regulations to provide a safe environment for tradesmen to perform their work. Additionally, Safety Inspectors are called in to perform random inspections to monitor the safety compliance of the various contractors. These efforts are enforced to minimize the liability of both the Calgi Company and our clients.

Equal Employment Opportunity

The Calgi Company is an Equal Opportunity Employer and does not discriminate against any person for reason of race, color, religion, sex, national origin, age, marital status or disability. Additionally, the Calgi Company is committed to the concept that each employee is entitled to a working environment that is free of harassment and offensive behavior. Harassment and offensive behavior are strictly prohibited and will not be tolerated. Harassment and/or offensive behavior includes but is not limited to requests to engage in illegal, immoral, or unethical conduct, or negative comments or actions based on an employee's, customer's or a member of the public's race, creed, color, age, sex, national origin, marital status, sexual orientation, status regarding public assistance, or the presence of a physical, sensory or mental disability.

Pre-Bond Referendum Management Fees

Our Pre-Bond Referendum Construction Management (PRCM) Fees for this project are based on the total direct cost of the assigned personnel that we believe will be required to provide the necessary PRCM Services in accordance with the RFP as issued by the Ossining Public Library (OPL).

From our review of the RFP as well as my August 26, 2024, meeting with Ms. Molly Robbins, Assistant Director, we understand that OPL is planning to renovate their existing 44,000SF facility. At this time, OPL requires Construction Management services to manage and coordinate the activities of the various consultants inclusive of architects, engineers, local permitting agencies and OPL committees from conceptual project planning through to project design development to achieve Bond approval planned for the Spring of 2025. The total estimated project budget, from our understanding, is anticipated to be in the range of \$29 million to \$30million. Briefly, the planned renovations are as follows:

- Replacement of the existing Geo-Thermal system with a conventional HVAC system.
- Roofing remediation, improvements, and section replacement where necessary. Including addition of snow /icefall protection and solar panels.
- Replacement of existing ship's ladder access to the roof with the addition of a new stairway.
- Remediation to the existing parking lot retaining wall.
- Installation of new accessible ramp / sidewalk from the upper parking lot to the main entrance.
- Reconfiguration of the traffic circle at the rear entrance.
- Alterations to the existing walkway concrete paving.
- Reconfiguration and improvements to the existing interior space and floor access.
- Renovations of the existing restrooms throughout the facility.
- Lighting improvements throughout the facility.
- Address and resolve Non-Code Compliance issues.

OPL's Project Consultants, at this time include:

- Architectural Services: Lothrop Associates Architects (LAA)
- Site / Civil Engineering: Simpson Gumpertz & Heger Engineering (SGH)
- MEP Engineering: OLA Consulting Engineers (OLA)

The Project will be constructed under the guidelines of NYS WICKS Law and will include Multiple Prime Contractors. The Multiple Prime Contracts will be determined as the Project develops through the various design phases.

Based on my discussion with Ms. Robbins, we understand that the anticipated Pre-Bond Referendum Phase is anticipated to begin in October 2024 and culminate with Bond Approval on or about April/May 2025 (Approx. 7 Months)

Pre-Bond Referendum Services:

During the Pre-Bond Referendum phase, following design and value engineering meetings with LAA and their design team as well as with SGH and meetings with OPL's Building Committee to discuss scope, systems, value engineering options, outline specifications and preliminary conceptual budgets, Calgi, will prepare a detailed Pre-Bond Referendum Cost Estimate to ensure that the overall project costs, both hard, soft and contingencies are within the parameters of the anticipated project funding. Our services for this Phase encompass the full gamut of the Pre-Bond Referendum Services as outlined in the RFP as well as noted in our standard CM Services included within. Our staff commitment and fee for this phase is as follows:

Project Executive - Part-Time Main Office
Project Manager – Part time Main Office
Project Estimator / Scheduler – Part Time Main Office
Administrative / Clerical – Part Time Main Office

Total Lump Sum Fee: Pre-Bond Referendum Phase

Seventeen thousand six hundred dollars and no cents (\$17,600.00)

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Reimbursable Expenses

The following reimbursable expenses noted below are for services outside of our scope of services and are not covered in our CM Fees. These expenses would only be at the request of the Library. Should these expenses become necessary, they would be billed at cost plus 10%.

- Structural, Mechanical, Electrical Adjunct Consultant charges (if necessary).
- Hazardous materials investigations and survey (if necessary).
- Code Consultant charges (if necessary).
- Costs of reproductions of plans and specifications.
- Messenger Service, Postage and Express Mail.
- Outside testing services (if necessary).

Additional Services:

For Additional Services beyond the scope of this proposal the hourly rates noted below shall apply. These rates are inclusive of all Overhead, Insurances, Fringe Benefits, Taxes, Worker's Compensation and Fees. There are no other charges or multipliers that will be added to these hourly rates except those reimbursable costs / expenses that are noted above.

Current hourly rates for Calgi Personnel:

Title	Hourly Rate
Project Principal	\$ 200.00/hr.
Project Executive	\$ 185.00/hr.
Sr. Project Manager	\$ 165.00/hr.
Project Manager	\$ 150.00/hr.
Asst. Project Manager	\$ 120.00/hr.
Project Estimator	\$ 135.00/hr.
Project Scheduler	\$ 125.00/hr.
Contract Administration	\$ 95.00/hr.

Construction Management Services

Along with our services outlined in the CM Fees description, below are our standard construction management services.

Pre Referndum Phase

- Identify Key project activities and prepare a Milestone Schedule to guide the Team to ensure that critical dates, activities and goals are met.
- Work with the Architect and their Design Team in the evaluation of the existing library's internal functions and determining parameters of future needs, space requirements and programmatic needs
- Attend various meetings as necessary with the Library Building Committee, Architect and their Design Team to discuss overall project scope of the new library construction as well as site requirements.
- Work with the Architect and their Design Team in development of conceptual estimates of building systems (structural, MEP, etc.), site work, alternative designs as well as provide value engineering options and constructability reviews.
- Prepare as detailed Schematic Design Cost Estimate to ensure that the overall project costs, both Hard and Soft Costs, as well as Contingency Costs, remain within the parameters of the anticipated funding limits.
- Attend Library Building Committee and Library Board Meetings as necessary to present updated cost estimates and discuss overall progress.
- Attend and assist the Library Building Committee and Architect in all public meetings and presentations as necessary.

PreConstruction Phase

- Assist the Owner in the review of the qualifications and the selection of the Design Professional Team. (if necessary)
- Review the Schematic, Design Development and Construction drawings and specifications as they are prepared by the Architect and submitted to the Owner.
- Work in conjunction with the Owner and Architect on reviewing methods and materials of construction and provide value engineering and alternate designs to ensure economy and constructability.

- Attend and provide minutes of all progress meetings with the Owner, Architects, Engineers, and Consultants to assure that all matters of pre-construction are being considered.
- Establish site mobilization and security plan.
- Determine availability of materials and trades.
- Work in conjunction with the Owner and Architect in refining the construction budget.
- Prepare and provide periodic budget estimates from Schematic Design through Construction documents and planning phase to insure adherence to the available funding.
- Maintain file document copies of all design submissions and records.
- Provide status reports to the Owner on the progress of the Design Phase.
- Identify long lead items and establish procedures for purchasing same.
- Prepare and provide a final estimate based on the completed contract documents prior to the competitive bidding process.
- Work in conjunction with the Owner in the development of construction schedules.
- Assist the Owner and Architect in the preparation of alternates and unit cost items to be utilized in the bid package.
- Work in conjunction with the Architect on the scheduling, preparation and content of bid packages to be issued.
- Prepare a pre-bid schedule, generate interest among qualified bidders and advise said bidders of the project schedule. Conduct pre-bid meetings and walkthroughs. Receive all bidders' questions (RFI's) and review with the design team.
- Assist the Owner and Architect in the review and analysis of the actual construction bids and in the evaluation of each Contractor's Qualifications. Analyze all bids and prepare written analysis and comparisons. Review all required bid bonds, payment and performance bonds, and insurance certificates.
- Evaluate all bid proposals to determine the lowest responsible bidder. Provide input to the Owner and Architect in the development of award provisions. Prepare and submit to the owner an Award Recommendation letter.
- Assist the owner in preparation of contracts. Obtain, review and forward to the Owner and Architect all performance bonds, labor and material bonds, certificates of insurance and all construction permits that may be required by State and Local Authorities.

Construction Phase

- Assume overall responsibility for managing and coordinating the Prime Contractor(s) involved in the project.
- Maintain full time On-Site experienced Project Management to supervise, inspect, coordinate, schedule and manage the various contractors and suppliers.
- Maintain part time Main Office Contract Administrative staff to expedite record keeping and administrative procedures.
- Maintain accurate and detailed written records of the progress of the project during all stages of construction. Submit written progress reports to the Owner as required, but at least monthly, including information concerning the work of each Prime Contractor(s) and the percentage of work completed.
- Perform daily inspections of the work to ensure that the Owner's objectives are being carried out in accordance with the contract drawings, specifications and all other contract documents, local laws, ordinances and regulations.
- Review and incorporate each Prime Contractor's proposed schedule into an overall project schedule and update as required by the Owner. Recommend courses of action to the Owner when requirements of a contract are not being fulfilled and the non-performing party will not take satisfactory corrective action.
- Develop cash flow schedules for the duration of the project.
- Using updated schedule, conduct weekly job meetings to discuss progress, problems, scheduling and coordination. Minutes shall be prepared and distributed to all concerned.
- Establish lines of authority to effectively carry out all phases of the project on a coordinated basis.
- Establish and maintain procedures for processing shop drawings, material samples, mock-ups and off-site testing and inspections as defined by the project specifications.
- Assist the Owner in soliciting independent Material Testing and Inspection Services. Evaluate proposals and recommend award.
- Establish and maintain safety procedures, risk management, O.S.H.A and other programs necessary for the safe and expeditious execution of the work.
- Arrange with each Prime Contractor for the delivery, storage, protection and security of all purchased items and equipment until they are incorporated into the project.

- If the interpretation or the meaning and intent of the plans and specifications becomes necessary during construction, the Construction Manager shall, on behalf of the Owner, consult with the Architect, ascertain the Architect's interpretation and prepare a report to the Owner.
- Review all Prime Contractor's applications for progress payments and make recommendations to the Architect and the Owner for approval or rejection.
- Review all Prime Contractor's requests for change orders. Prepare independent cost estimates of the work to be performed on change orders, or other extra costs which may be incurred during the progress of the work and make recommendations to the Architect and the Owner.
- Inspect the project jointly with the Architect and Owner periodically as required.
- Assist the Owner and Architect in obtaining all required control tests and inspections as necessary
- Assist the Owner with FF&E purchasing. The CM shall assist, coordinate, and supervise all deliveries, and installations.
- Inspect the project for substantial completion. In conjunction with the Architect, prepare a "punch list" of items to be completed or corrected by the Prime Contractor(s).

Closeout Phase

- Obtain from all Prime Contractors: Guarantees; Operation & Maintenance Manuals; Keying Schedules; Record As-Built Drawings; Bonds; Release of Liens.
- Assist in the final inspection of each Prime Contractor's work including startup and testing of equipment, including project commissioning, training and turnover.
- Recommend to the Owner and Architect issuance of final payment and completion certificates.
- Provide the Owner with all pertinent project records and files at project completion





CALGCON-01

BLASSITER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Levitt-Fuirst Associates, LTD 520 White Plains Road 2nd Floor Tarrytown, NY 10591	CONTACT NAME: Joseph Cannova	
	PHONE (A/C, No, Ext): (914) 457-4238	FAX (A/C, No): (914) 457-4238
	E-MAIL ADDRESS: jcannova@levittfuirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Southwest Marine & General Insurance Company	12294
INSURED Calgi Construction Co., Inc. 56 Lafayette Avenue Suite 350 White Plains, NY 10603	INSURER B : New York State Insurance Fund	36102
	INSURER C : Sentinel Insurance Company	11000
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PK2023CML00032	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PK2023CML00032	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EX2023CML00014	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6870430	6/29/2022	6/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			16SBAPQ0246	6/5/2023	6/5/2024	Equipment 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
4/1/2023-4/1/2024 Professional #PK2023CML00032-Southwest Marine Ins Co

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE