

**AMENDMENT TO CONSTRUCTION MANAGEMENT AGREEMENT  
BETWEEN  
OSSINING PUBLIC LIBRARY  
AND  
CALGI CONSTRUCTION COMPANY, INC.**

This Amendment ("the Amendment") to the Construction Management Agreement between Ossining Public Library and Calgi Construction Company, Inc. dated May, 8<sup>th</sup> 2025 is made and entered into as of October 9, 2025. The Ossining Public Library ("OPL" or "Owner") and Calgi Construction Company, Inc. ("CM" or "Construction Manager" or "We") are collectively referred to herein as the "Parties"

**WHEREAS**, the Parties entered into a Construction Management Agreement made as of May 8, 2025 ("Construction Management Agreement") to which this Amendment is attached; and

**WHEREAS**, the Parties wish to amend the Construction Management Agreement as hereinafter provided to add the services and compensation associated with all stages of the Ossining Public Library 2025 Bond Referendum Project and HVAC Replacement Project.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties incorporate the above statements into the body of this Amendment as if fully set forth therein and hereby agree as follows:

1. The description of the "Project" as set forth in the Construction Management Agreement is amended to read "the Ossining Public Library 2025 Bond Referendum Project and HVAC Replacement Project."
2. The Construction Manager's proposal dated October 1, 2025 ("October 2025 Proposal") supplements the services and fees set forth in the Construction Management Agreement and is herein incorporated by reference and made a part of this Amendment as Exhibit 1.
3. All services described in Article 3 of the Construction Management Agreement and in the October 2025 Proposal constitute Basic Services, the cost of which are fully included in the total lump sum fees set forth in the October 2025 Proposal.
4. If the Construction Manager recognizes the need to perform services not required by the Construction Management Agreement or the October 2025 Proposal, the Construction Manager must provide written notification to the Owner explaining the facts and circumstances giving rise to the need. The Construction Manager must not proceed to provide Additional Services until the Construction Manager receives the Owner's written authorization to do so.
5. Other than as herein specifically set forth in this Amendment, all terms and conditions of the Construction Management Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the latter date that appears below.

**OSSINING PUBLIC LIBRARY**

By: Karen Jabara Lib

Date: 11/18/2025

**CALGI CONSTRUCTION COMPANY,  
INC.**

By: [Signature]  
Name:  
Title:

Date: 11/19/25

## EXHIBIT 1

Calgi Construction Company, Inc.

October 1, 2025 Proposal



Established 1919

CONSTRUCTION MANAGEMENT  
OWNER'S REPRESENTATIVE  
CONSULTING  
GENERAL CONTRACTING

CALGI CONSTRUCTION COMPANY, INC.  
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White Plains, New York 10603  
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E-MAIL: [dcalgi@calgiconstruction.com](mailto:dcalgi@calgiconstruction.com)  
[www.calgiconstruction.com](http://www.calgiconstruction.com)

October 1, 2025

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,

With the approval of the Bond Referendum by the Village of Ossining voters, we recognize the significant effort and collaboration of the entire project team. We are looking forward to advancing the project and ensuring the successful delivery of a beautifully renovated, fully functional library. Having completed the required Pre-Referendum Construction Management Services, we request an Amendment to our Contract to include the essential Pre-Construction Phase as well as the Construction and Project Close-Out Phase Construction Management Services.

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 for the Ossining Library will consist of individuals who have the background and qualifications in the construction and management of library and educational facilities and the needed experience working with the NYSED as well as having experience in managing public projects and coordinating various Prime Contractors under the guidelines of NY State Wicks Law.

We take special pride in helping to build and renovate Library 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.

*Celebrating Over a Century of Construction Services*

Member: Construction Management Association of America

Karen LaRocca-Fels, Library Director  
Molly Robbins, Asst. Library Director  
October 1, 2025  
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At your request, we have included in our Amendment proposal the CM Services and Fee necessary for the Emergency HVAC Replacement, RTU-6 / AC-5 project. After careful review of our staffing and commitment, we were able to accommodate the CM fee proposed for the Emergency HVAC project (\$57,150.00) within the established CM budget for the Bond Referendum. Therefore, there will be no change in our overall CM budget in the total amount of \$1,218,000.00. Enclosed is a summary of our Services and associated Fees as well as our standard Construction Management Services.

We look forward to continuing our relationship working with you both and the Team to provide the Ossining Community with a Library that we all can be proud of.

Please call should you have any questions regarding our Amendment Proposal.

Thank you for the opportunity.

Very truly yours,  
**CALGI CONSTRUCTION COMPANY, INC.**

A handwritten signature in dark ink, appearing to read 'Dominic Calgi', with a horizontal line and a small flourish at the end.

Dominic Calgi  
President

# Construction Management Fees

Our Construction Management (CM) Fees are based on the total direct cost of the assigned personnel that we believe will be required to provide the necessary Pre-Construction Phase and Construction / Project Close-Out Phase Management Services.

The "Projects" will include the renovation of the existing Library facility along with Upgrades to the existing HVAC System, Stabilization of the Retaining Wall and Parking Area, as well as the recent Emergency Replacement of RTU-#6.

The Project(s) will be constructed under the guidelines of NYS WICKS Law where applicable and will include the following Prime Construction Contracts:

Contract No.1	General Construction Work
Contract No.2	Plumbing Work & Fire Protection
Contract No.3	Mechanical Work
Contract No.4	Electrical Work

The 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)

It is noted that Furnishings, Fittings and Equipment (FF&E) are anticipated to be procured through State Contract, and will require coordination relative to delivery and installation by the CM.

## Pre-Construction Phase:

Based on the Project Schedule developed by Calgi during the Pre-Referendum Phase, we anticipate the following Pre-Construction Phase Timeline:

Pre-Construction Phase:	Anticipated Project Time-Line
<b>Emergency HVAC Replacement RTU-6/AC-5</b> <ul style="list-style-type: none"> <li>Design / Bidding Phase</li> <li>Bidding / Award Phase</li> </ul>	<b>September 2025 – December 20, 2025</b> <ul style="list-style-type: none"> <li>September 2025 – November 10, 2025</li> <li>November 10, 2025 – December 22, 2025</li> </ul>
<b>MSE Retaining Wall &amp; Parking Lot Stabilization</b> <ul style="list-style-type: none"> <li>Design / Budgeting Phase</li> <li>NYSED Review / Approval &amp; Permit Phase</li> <li>Bidding / Award Phase</li> </ul>	<b>September 2025 – April 29, 2026</b> <ul style="list-style-type: none"> <li>September 2025 – December 19, 2025</li> <li>December 1, 2025 – February 20, 2026</li> <li>March 2, 2026 – April 29, 2026</li> </ul>
<b>Library Renovation &amp; HVAC Upgrades</b> <ul style="list-style-type: none"> <li>Design / Budgeting Phase</li> <li>NYSED Review / Approval &amp; Permit Phase</li> <li>Bidding / Award Phase</li> </ul>	<b>September 2025 – March 27, 2027</b> <ul style="list-style-type: none"> <li>September 2025 – May 11, 2026</li> <li>May 11, 2026 – December 30, 2026</li> <li>December 31, 2026 – March 26, 2027</li> </ul>

## **Design / Budgeting Phase, Bidding Phase, Contract Award Phase, Pre-Construction Meeting**

### *Design / Budgeting Phase*

During the Pre-Construction / Bidding Phase of each of the “Projects” at specific time intervals, we will be preparing detailed line-item cost estimates at the completion of each design phase: Specifically: Cost Estimate at 75% Design Development Phases, 90% and 100% Construction Document Phases. These estimates are designed to ensure that at each critical stage of design development the overall project estimate for hard and soft costs as well as contingency costs remains within the approved Referendum budget. The Construction Document Phase cost estimate is the final estimate check to ensure there are no surprises at the time of public bid opening. Our cost estimates are inclusive of a Summary of Probable Costs to further ensure that all project Soft costs, i.e., consultants fees, legal fees, relocation fees, IT, testing, inspection, etc. are also accounted for. During this phase we will continue to have meetings and discussions with LAA and their Design Team, as well as SGH and their Design Team regarding value engineering, constructability reviews, system recommendations, etc. We anticipate that within this time frame we will be meeting with Ossining Public Library’s (OPL) Building Committee monthly to update on the progress of the project. Additionally, during this phase, it will be Calgi’s responsibility to prepare and update as necessary project schedule(s) highlighting milestone dates to ensure that the project Team remains on track.

### *Bidding / Award Phase*

During the Bidding / Award phase, we will be working with LAA and SGH in the final preparation of the project contract documents for public bidding. This will include assistance in the preparation of the “Front End” of the project specifications as well as the “technical sections” of the project specifications. Our efforts will include securing the NYS prevailing wage rate schedule for inclusion in the specifications as well as preparing the necessary insurance requirements for review by the OPL’s Risk Manager. It will be Calgi’s responsibility to review in detail the various AIA documents to be included in the project specifications as well as the coordination and responsibility requirements of each of the Prime Contractors within the guidelines of New York State’s WICKS Law. A Master bid list of prospective prime contractors will be prepared, and we will also work with local construction information services such as Dodge / McGraw Hill Construction News, etc. to ensure that the project is widely known throughout the local area construction industry and encourage local participation.

With LAA and SGH, we will conduct pre-bid site meetings for the various interested bidders, receive, review, and assist LAA and SGH in the answers to the bidder’s RFI’s by issuing addenda as necessary. Once bids are received, it will be Calgi’s responsibility to review the bidder’s proposals relative to the project budget, review the bidder’s qualifications, their bonds, insurance, references, etc. so that we can then issue award recommendation letters to OPL’s Board. Upon acceptance of the award recommendations, we will issue Letters of Intent to the successful Bidders and upon receipt of their insurance and bonds, all in good order, we will then work with the OPL’s Attorney in the issuance of Contract Agreements. Upon receipt of fully executed contracts we, with LAA and SGH, will then convene a Pre-Construction Meeting of all the Prime Contractors along with OPL representatives to kick off the Construction Phase.



Our services for this Phase encompass the full gamut of the Pre-Construction Services as outlined in our standard CM Services included within. It is understood that during this phase, there will be specific "down times" awaiting NYSED review and approval. We have structured our staff, hours, and fees to reflect this "down time." Therefore, we anticipate the following staff commitment and budget for this phase is as follows:

**Emergency HVAC Replacement RTU-6/AC-5:**

Project Executive - Part-Time Main Office  
Project Estimator / Scheduler – Part Time Main Office  
Contract Administrative – Part Time

**Total Lump Sum Fee – Pre- Construction / Bidding / Award Recommendation Phase**

**Five thousand six hundred dollars and no cents (\$5,600.00)**

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**MSE Retaining Wall & Parking Lot Stabilization:**

Project Executive - Part-Time Main Office  
Project Estimator / Scheduler – Part Time Main Office  
Contract Administrative – Part Time

**Total Lump Sum Fee – Pre- Construction / Bidding / Award Recommendation Phase**

**Forty-five thousand fifty-five dollars and no cents (\$45,055.00)**

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**Library Renovation & HVAC Upgrades:**

Project Executive - Part-Time Main Office  
Project Estimator / Scheduler – Part Time Main Office  
Contract Administrative – Part Time

**Total Lump Sum Fee – Pre- Construction / Bidding / Award Recommendation Phase**

**Seventy- four thousand seventy dollars and no cents (\$74,070.00)**

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## Construction Phase:

Based on the Project Schedule developed by Calgi during the Pre-Referendum Phase, we anticipate the following Construction / Project Close-Out Phase time-line:

Construction / Project Close-Out Phase:	Anticipated Project Time-Line
Emergency HVAC Replacement RTU-6/AC-5	December 30, 2025 – March 19, 2026
MSE Retaining Wall & Parking Lot Stabilization	April 30, 2026 – March 25, 2027
Library Renovation & HVAC Upgrades	March 29, 2027 – September 26, 2028

During the Construction and Project Close-Out Phase of each of the “Projects”, we will be directly responsible for the overseeing, coordination and on-site management of the various Prime Contractors to ensure that the “Work” being performed is in accordance with the Contract Documents and in the best interest of the OPL. Our On-Site Project Managers will be performing those Construction Phase Services to ensure the performance of each of the Multiple Prime Contractors involved in the project as well as working daily with LAA and SGH. . Our services for this Phase encompass the full gamut of the Construction / Project Close-Out Phase Services as outlined in our standard CM Services included within.

Our fees below are structured on providing the following On-Site Project Management:

Construction / Project Close-Out Phase:	On-Site Project Management
Emergency HVAC Replacement RTU-6/AC-5	Part Time / On-Site Project Manager (24hrs/wk.)
MSE Retaining Wall & Parking Lot Stabilization	Part Time / On-Site Project Manager (24hrs/wk.)
Library Renovation & HVAC Upgrades	Full Time / On-Site Project Manager (40hrs/wk.)

In addition to the above project management time, our **On-Site Project Manager** will also have Part Time assistance from our Main Office, relative to schedule reviews and preparation, change order analysis, change order issuance, Prime Contractor Insurance tracking, monthly executive summaries / project financial reports, etc. Our full staff commitment and budget for the Construction / Project Close-Out Phases of these “Projects” are as follows:

### Emergency HVAC Replacement RTU-6/AC-5:

Project Executive - Part-Time Main Office  
Project Manager – Part Time / On-Site (24hrs./wk.)  
Project Estimator / Scheduler – Part Time Main Office  
Contract Administrative – Part Time Main Office

### Total Lump Sum Fee – Construction and Project Close-Out Phase

**Fifty-one thousand five hundred fifty dollars and no cents (\$ 51,550.00)**

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**MSE Retaining Wall & Parking Lot Stabilization:**

Project Executive - Part-Time Main Office  
Project Manager – Part Time / On-Site (24hrs./wk.)  
Project Estimator / Scheduler – Part Time Main Office  
Contract Administrative – Part Time Main Office

**Total Lump Sum Fee – Construction and Project Close-Out Phase**

**Two hundred twenty- one thousand two hundred seventy -six dollars and no cents (\$ 221,276.00)**

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**Library Renovation & HVAC Upgrades**

Project Executive - Part-Time Main Office  
Project Manager – Full Time / On-Site (40hrs./wk.)  
Project Estimator / Scheduler – Part Time Main Office  
Contract Administrative – Part Time Main Office

**Total Lump Sum Fee – Construction and Project Close-Out Phase**

**Eight hundred twenty thousand four hundred forty-nine dollars and no cents (\$ 820,449.00)**

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**Summary of Lump Sum CM Fees:**

Project	Pre-Construction Fee	Construction /Close-Out Fee	Total Fee
Emergency HVAC Replacement RTU-6/AC-5	\$ 5,600.00	\$ 51,550.00	\$ 57,150.00
MSE Ret. Wall & Parking Lot Stabilization	\$ 45,055.00	\$ 221,276.00	\$ 266,331.00
Library Renovation & HVAC Upgrades	\$ 74,070.00	\$ 820,449.00	\$ 894,519.00
<b>TOTAL FEES</b>	<b>\$ 124,725.00</b>	<b>\$ 1,093,275.00</b>	<b>\$ 1,218,000.00</b>

**TOTAL CONSTRUCTION MANAGEMENT FEE**

**One million two hundred eighteen thousand dollars and no cents**  
**(\$1,218,000.00)**

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### **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:**

<b>Title</b>	<b>Hourly Rate</b>	<b>Title</b>	<b>Hourly Rate</b>
Project Principal	\$ 200.00/hr.	Asst. Project Manager	\$ 140.00/hr.
Project Executive	\$ 185.00/hr.	Project Estimator	\$ 138.00/hr.
Project Engineer, PE	\$ 180.00/hr.	Project Scheduler	\$ 130.00/hr.
Sr. Project Manager	\$ 170.00/hr.	Contract Administration	\$ 95.00/hr.
Project Manager	\$ 155.00/hr.		

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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 OPL. 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).
- Site Office Trailer(s) / IT-Data / Furnishings, etc. during the construction phase. (Typically, we incorporate this as a requirement of the Prime General Contractor to provide)
- Costs of reproductions of plans and specifications.
- Messenger Service, Postage and Express Mail.
- Travel & Tolls - beyond 50 miles of project site. (**NOT** travel to and from project site)
- Outside testing services (if necessary).

# Construction Management Services

Along with our services outlined in the CM Fees description, below are our standard construction management services throughout the Pre-Construction, Construction, and Close- Out Phases.

## Pre-Construction 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 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 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 in 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.
- In the event that 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