

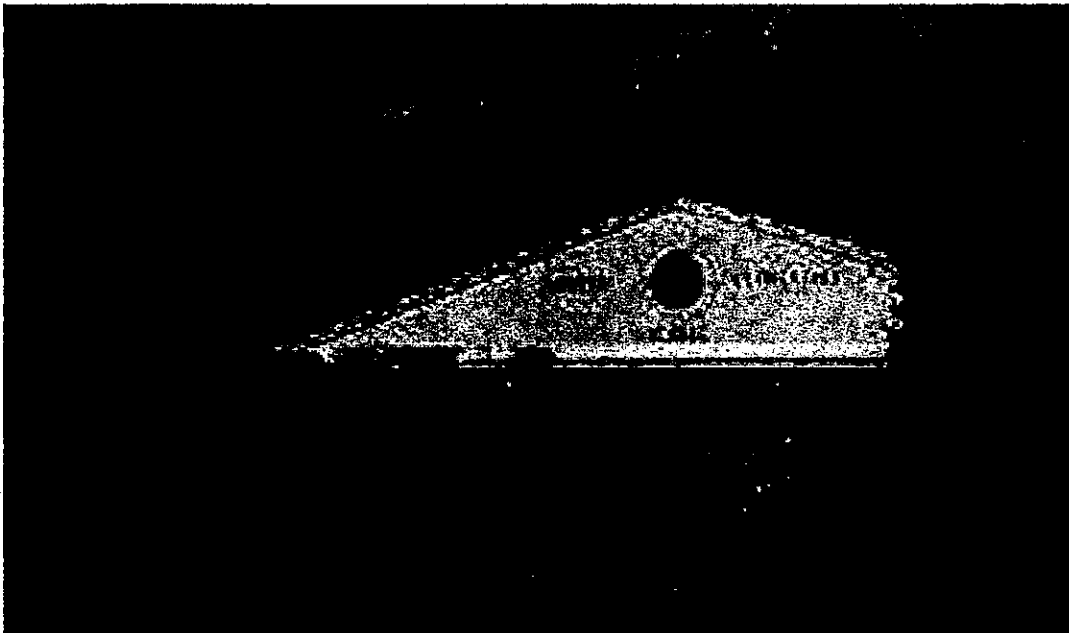


Dappreio Construction & Development, LLC
1 Trap Falls Rd., Suite 601, Shelton, CT 06484
Phone: 203-513-8140 Fax: 203-513-8329
www.dappreio.com

CONSTRUCTION MANAGEMENT SERVICES AS ADVISOR (CMA) PRESENTATION

Presented to: **Ms. Gabriella DiBlasi**
Director of Finance and Management Services
375 Monroe Turnpike
Monroe, CT 06468

The Project: **Monroe Elementary School**
Front Entrance Hallways Renovations/Addition – 2013-#4





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June 14, 2013

Ms. Gabriella DiBlasi
Director of Finance and Management Services
375 Monroe turnpike
Monroe, CT 06468

Re: Construction Manager as Advisor
Monroe Elementary School
Front Entrance Hallways / Addition – 2013-#4

Dear Ms. DiBlasi,

We are delighted to respond to the Request for Qualifications Proposal (RFQ) to provide Construction Manager as Advisor Services for the Monroe Elementary School Front Entrance Hallways/Addition Project located at 375 Monroe Turnpike, Monroe , CT 06468.

We have thoroughly reviewed the information made available and find the project perimeters to be quite consistent with Dappreio's experience. Our knowledge and expertise with similar projects of this nature make us uniquely qualified to serve as your construction professional and would virtually assure that time and cost objectives are accomplished.

I would serve as Principal in charge and would work together with team members in the management of all aspects of the project; there by assuring that all of the Monroe Elementary School's requirements receive consistent, high priority attention. Our size, our professional staff, our systems for construction management and our dedication to excellence all combine to assure continuing achievement of our client's goals.

We certainly look forward to serving as your Construction Manager as Advisor, working closely and productively with yourself and the entire project team.

Thank you for your interest in Dappreio and for your recognition of our sincere desire to be of service to the Monroe Elementary School and the Monroe Board of Education.

Sincerely,
Dappreio Construction & Development LLC



George J. Freininger III
Project Executive / Principal



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History of Firm

Dappreio Construction & Development LLC was incorporated in the State of Connecticut in 2009 by its working principal, George J. Preininger III. Based on our extensive experience working under large firms George decided to open Dappreio Construction & Development LLC. Utilizing his extensive background in the construction industry has allowed Dappreio to achieve a reputation as one of the most qualified contracting firms in the Northeast in a short period of time.

Dappreio Construction & Development LLC is a full service, construction management and general contracting firm with offices in Connecticut and New York. Our team of dedicated professionals has over 30 years experience and proven management techniques and modern technology to provide leadership and communication for success.

As a principal of Dappreio Construction & Development he will oversee each and every project that we take on and will manage your project along with seasoned field managers. Our projects are then staffed with an established team of highly qualified personnel with a keen eye for detail who will work with you and our management team to deliver the project that you have envisioned.

We rise to any construction challenge and have experience in various market areas – corporate, retail, healthcare and education. We believe in creating a partnership between the clients, contractors, and architects. We commit ourselves to customer satisfaction and quality.





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Pre-Construction Services

The success of the project, the efficacy of the budget, the real savings both in time and in costs are determined to a considerable degree early in the pre-construction program. We work closely with the client, architect, consultant and engineers in earliest pre-construction, to define construction goals, and options and to propose and weigh the impact of varying scenarios.

Dappreio's pre-construction program begins with the organization of the project team and with the simultaneous beginnings of budgeting, scheduling and value engineering. Throughout a detailed planning and development process, always in conjunction with other member of the project team, Dappreio develops increasing detailed budgets and schedule, implements a highly competitive audit bid procedure or subcontractor selection, and develops all project reports and administrative procedures. We also manage all permitting to the work with appropriate jurisdictional agencies.

As pre-construction activities near completion, Dappreio has completed all costing and budgeting, construction planning, subcontractor selection, long-lead item ordering and scheduling. Because of the thoroughness of Dappreio's pre-construction activities, we are able to assure in advance that the project's construction phase will develop and proceed efficiently; that pricing in all branches of work is appropriate, fair and consistent with project requirements; that quality standards will be met or exceeded; that the construction process is satisfactory and successful; that the best interests of our client are served through completion.

To provide an overview of the scope and depth of Dappreio's Construction Management Program, we are pleased to provide the following general outline of our pre-construction procedures (see pre-construction chart of activity attached).

During pre-construction, Dappreio Construction Management Team typically implements the following activities:

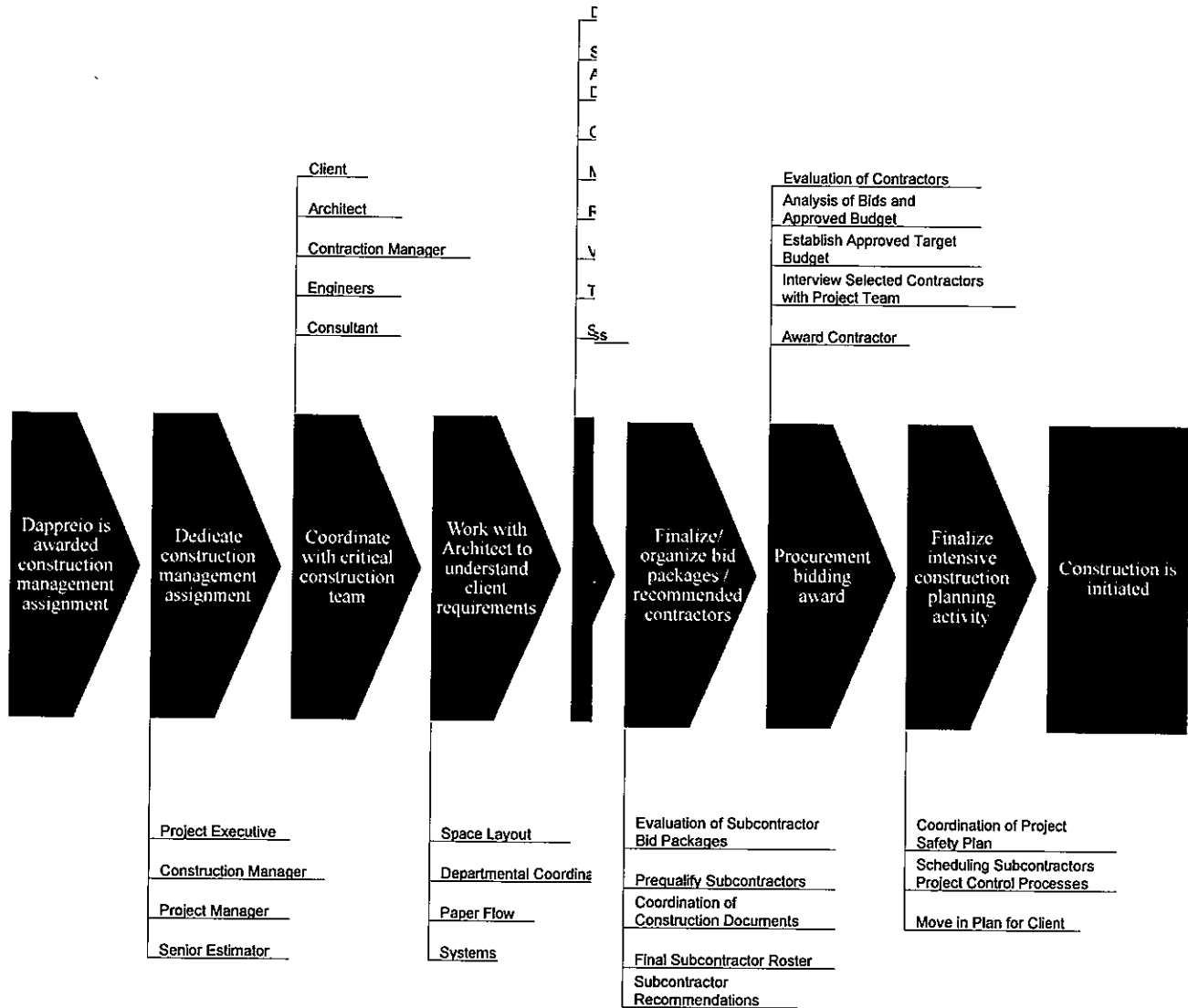
1. Evaluate all existing building conditions and systems.
2. Coordinate closely with the client, project manager, architect and engineers, reviewing all project requirements, requirements of jurisdictional agencies having jurisdiction and potential cost impact of governmental agency requirements.

3. Monitor design developments and engineering specifications for conformance with the client's requirements and schedule and for effective updating of the budget in context with the development of design drawings. Make recommendations consistent with client's recommendation.
4. Develop a schedule for the project that coordinates and integrates the services of the Project Team; identifies critical components of the work, including major design details and approvals; identifies and integrates construction operations; and anticipates significant events and decision points. Update the schedule as required.
5. Prepare detailed trade-by-trade cost estimate budgets based upon scope documents and the design drawings at each principal stage of the process. Dapreio will begin this process by assisting in establishing overall budget requirements; then developing an "order of magnitude" budget to help define the project and the client's potential exposure.
6. Develop and provide detailed cash flow projections based on preliminary plans, specification, budgets and schedule; provide updates as required by client.
7. Coordinate all value engineering efforts. Advise and make recommendations concerning construction cost savings through alternative methods, materials and concepts consistent with requirements and sound construction practices.
8. Conduct all project meetings, preparing detailed written minutes, action agenda and follow-up. Furnish copies of minutes to the project team. Attend additional meeting as necessary to explain cost determination and respond to questions. Meet with the building ownership and/or management to ascertain building requirement, procedures, construction standards, etc.
9. Working with the client, project manager, architect and consultants, assist in preparation of contract formats and other requisite documentation.
10. Present budget to project team using recognized construction trade line items and based upon current market costs a conditions, and including contingency funds. Provide significant detail and documentation to assure that it is optimally useful to the client and other project team members. For example, after preliminary schematic design documents are prepared and furnished by the designer, Dapreio will complete the budget of probably construction costs. This budget iteration will include a detailed breakdown of the anticipated costs of the work, including general conditions costs and costs to be incurred for labor (to be performed) and materials (to be furnished) in connection with the various subcontract trades.

11. Work closely with the project manager, architect and engineers throughout the design process to assure that completed working drawing and specification; incorporate efficient and cost effective construction methods. Provide recommendation on relative construction feasibility; availability of materials; time requirements for procurement, installation and construction, and other cost factor. Assure that working drawings have been properly coordinated with the engineering disciplines so that they are free from "construction ambiguities and uncertainties." Review for a potential conflict of trades which would result in more than one trade claiming the work, and for other items which will reduce the impact of change orders. Further to the reduction of change orders, seek out, identify and define potential problems and develop viable solution to avoid impact on construction schedule or budget.
12. Review refined plans and specifications as they are forthcoming, studying designated materials, systems and equipment, and investigating availability and cost and schedule impact of each. Make recommendations regarding areas for possible cost saving, possible alternate systems and materials, etc. to the architect for his own utilization.
13. Set up a project manual which specifies responsibilities and provide direction for all entities in the project.
14. Recommend to client the most cost0effective subcontractor bidding procedures with consideration for schedule and cost. Working with the client, project manager, architect and engineer, develop a recommended bidders list for each trade, pre-qualifying subcontractors on the basis of their (a) ability to perform the work, (b) current workload, (c) particular knowledge of the building and/or its systems, and (d) any restrictions on their use imposed by the client.
15. Finalize list of subcontractors pre-qualified by the project team and initiate competitive audit bid procedure for competitively bidding the trade in the following steps:
 - a) Prepare detailed bid packages, including letter of instruction as detailed by the project manager architect and engineers, copies of all drawing and specifications, quantities and schedules.
 - b) Conduct all pre-bid conferences and advise on any material problems encountered in the course of such conferences.
 - c) To protect the client's interests, prepare complete quantity takeoffs and estimates of the project with in-house estimating personnel, as a cross check on subcontractor bid prices.

- d) Solicit sealed bids from a minimum of three pre-qualified subcontractors in every trade, to be returned directly to the client by the individual subcontractors at predetermined time and place, and to be opened in the presence of a representative from each member of the project team plus others the client may wish to have present.
 - e) Open, date and initial bids (by those members of the project team present); enter subcontractors' bid prices on a spread sheet prepared by Dappreio. Determine the lowest or most responsible bidder in each trade.
 - f) Analyze, review and compare all bids to assure that all prices submitted are in fact representative of the plans and specifications. Make recommendations for award to subcontractor in each trade whose price, staffing and competence will yield the best results.
 - g) Negotiate the best possible price for the work with each individual subcontractor, with 100% of all saving realized in the negotiation reverting to the client.
 - h) Upon awarding the job to the various subcontractors selected by the project team, Dappreio will complete the process by meeting with each subcontractor to review and further define the scope of work and completion date stipulated in the previously agreed upon job schedule.
16. Assist in the procurement, scheduling, storage and installation of pre-purchased and long lead items.
17. Review plans and specifications for opportunities for budget and scheduled efficiencies associated with the pre-ordering or "long-lead" systems and materials. Identify such "long lead" items and coordinate their purchase.
18. Coordinate and implement submissions of plans to appropriate jurisdictional agencies.
19. Implement project administrative procedures, including record keeping and billing procedures.

CONSTRUCTION MANAGE PRE-CONSTRUCTION I







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Construction Phase Services

The construction phase is the “hands-on” implementation process by which the project team’s plans and ideas are translated into a finished environment. (please refer to attached Construction Phase Chart.)

Construction phase services include the following:

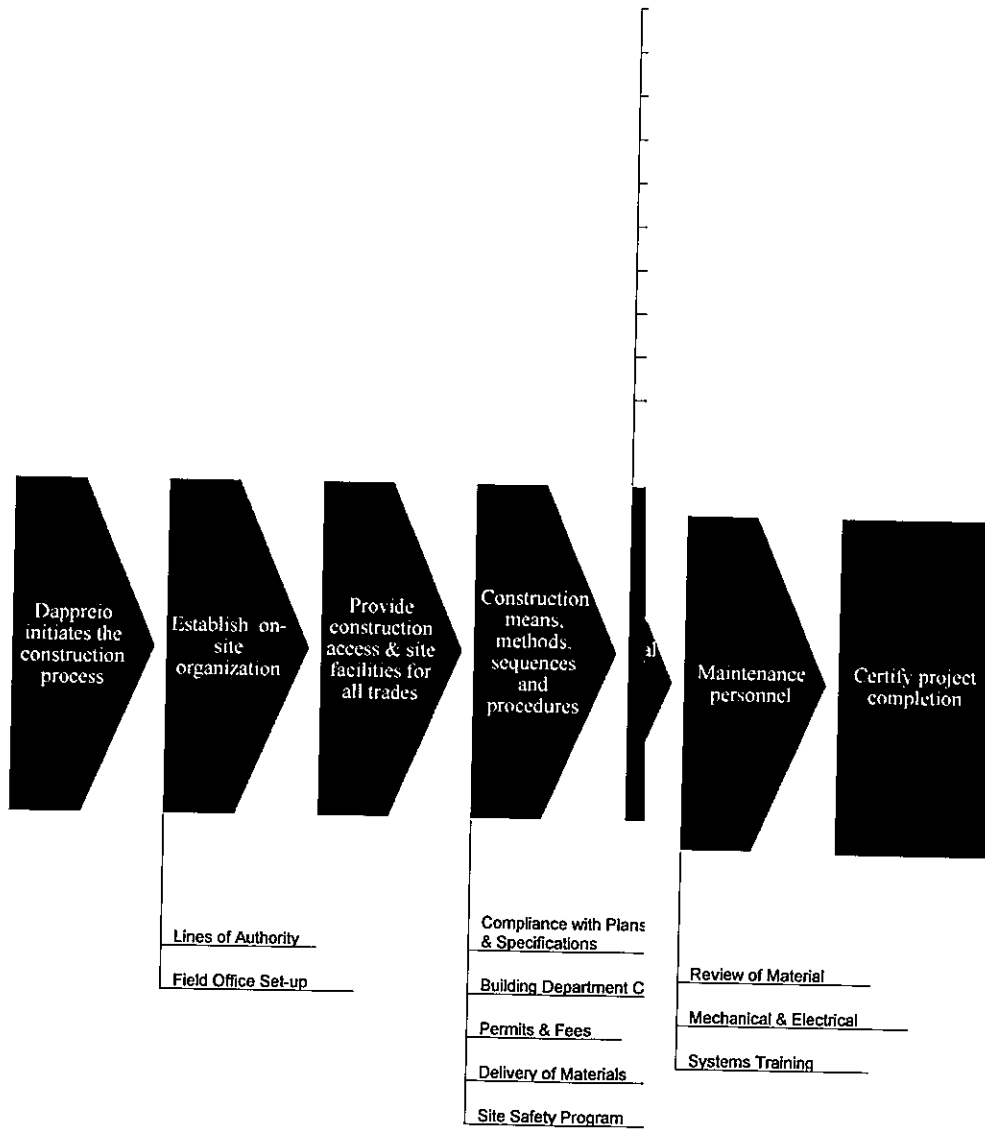
1. Assign on-site project teams – including a full-time superintendent with support staff as required – for the on-site coordination and management of the work.
2. Assume responsibility for construction means, methods, sequences and procedures. Coordinate and supervise work performed by trades and outside suppliers. Assure that all work and materials are in full compliance with contract documents, of good quality, and performed in a fashion that keeps the project on schedule. Supply sufficient labor on site to keep the project and affected public spaces clean and protected.
3. Analyze materials and equipment required. Prepare and maintain a separate long lead items status sheet. Determine dates for shop drawing submission and approval, off-site fabrication and manufacturing and delivery dates required to meet with job progress. Maintain a scheduling system to expedite material and equipment deliveries throughout the course of the project. Continuously update status sheet as new information is received. Monitor delivery, receipt and proper storage of all long lead systems and materials.
4. Establish and implement cost control systems, including cash flow reports and forecasts. Implement a detailed program of administrative and financial reporting, including status of project with regard to materials, manpower reports, cost-to-budget analyses by trade, general cost reports, etc.
5. Plan for construction access and site facilities for trades as needed. Establish on-site organization and clear authority structure in order to achieve the goals of the client, project manager and architect. Establish clear lines of communication among all key project team members, including the client, project manager, architect, engineers and consultants.
6. Maintain a daily log and other on-site record keeping (progress schedules, etc.) which records number of trades and men working, work accomplished daily, visitors to the job (by name and affiliation), and any events deemed to have a bearing on the job and its completion.
7. Obtain permits and certificates of occupancy required by jurisdictional agencies. Expedite and coordinate procurement of all additional permits, licenses and certificates, and assemble documentation for delivery to client at completion.

8. Coordinate with municipal authorities, governmental agencies, utility companies, etc., who may be involved in facilitating project completion.
9. Conduct regular job meetings (plus unscheduled job meetings as required) with project team members, including the client, project manager, architect, engineers, and selected subcontractors and consultants.
10. Supervise work put in place by all subcontractors for quality, completeness, and conformity to schedule, plans and specifications. Report all instances where Dappreio believes the work is not being performed in compliance with the requirements contain in the contract documents. Such instances may include issues such as: Work performed out of compliance with statutes, laws, rules, codes and regulations governing healthy, safety and environmental concerns; faulty workmanship; work not being completed within the time requirements set forth in the schedule; and work whose costs will exceed the construction budget.
11. Coordinate the work of any trade contractors or vendors who may be hired directly by the client.
12. Implement safety programs and procedures for all trade contractors.
13. Establish for the client's benefit a quality inspection control system. Conduct regularly scheduled and unscheduled quality control inspections of all work put in place. (Please note: the quality control director and the principal in charge will make unscheduled inspections together.)
14. Upon substantial completion of construction, examine items of work to assure efficacy and quality. Assist in conducting final inspection. Coordinate and record all testing, "debugging" and balancing of electrical, mechanical, and electronic systems. Follow up on construction and installation actives to assure that punch list items are resolved, and that operational and maintenance construction items are efficiently addressed. Submit final test reports to the client, project manager and architect.
15. Prepare and provide to the project manager and architect a detailed submittal schedule.
16. Put in place a procedure for the rapid receipt, review, dissemination and approval of all shop drawings, cuts, delivery schedules, material lists, etc., for compliance with contract documents. Oversee the submission of al shop drawings, material samples, brochures, etc., monitor and implement the follow of all documents and materials to insure the proper sequence of approvals so as not to delay the work. Maintain on-site a complete library of current contract documents, shop drawings and approved samples.

17. Provide to client and project manager a detailed breakdown of activities for each trade and a schedule of values or components of total contract amounts.
18. Establish procedures for submission and verification of requisitions.
19. Receive all application for payment, accompanied by partial waiver of lien and affidavit of payment, from trade contractors. Review with the client the subcontractors' requisitions for payment. Make independent determinations with respect to the amounts to which the contractor shall be entitled to receive under each requisition, and advise and make recommendations regarding the action the client should take with respect to each requisition, including institution of any partial or complete default action against any trade contractor, if necessary.
20. Receive, analyze and verify all change order requests. Review unit prices, time and materials charges, etc., and consult with the project manager and architect regarding the need and legitimacy of change order requests. Upon mutual agreement, submit to client.
21. Review all changes proposed by client, project manager and/or architect. Advise and make recommendations to the client on the cost and schedule impact of each. Once change orders have been approved, ensure that all change order work is satisfactorily carried out in the construction process. Implement specifications and client's procedures for processing of change orders, including application for extensions of time in necessary.
22. Implement inventory control to maintain control of general conditions items purchased for the project. Turnover in good condition (or properly dispose of) all remaining general conditions items specifically purchased for this project.

CONSTRUCTION MANA

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Construction Management Documentation

Dappreio has the responsibility to establish, organize and implement a management information system that will keep the team informed as to the overall status and forecast of the project. This system addresses project information need, data services and control elements for the time and cost control functions.

Our comprehensive record of the project is achieved by utilization of the following:

- General correspondence file
- Periodic reports of activity performance
- Drawing schedules
- Submittals (shop drawings, payments, samples)
- Transmittals
- Change requests and authorization
- Procurement
- Material Control
- Meeting Minutes
- Confirmation of oral instruction and field directives
- Controlled inspections
- Notice of non-conforming work
- Scheduling records

The reporting of financial status, current and projected, must be designed to enable the team members to plan, monitor and control the application of available funds for the project. The format of reports accommodates a continuing input of data and this information serves as a budgeting and cost control tool for the entire project.

Our financial reporting covers such elements as:

- Budgeted Funds
- Authorized Funds
- Committed Funds
- Expenditures to date
- Cost to Complete
- Invoices
- Payments and Retentions
- Change Orders Projected Total Costs
- Projected Cash Flow

The reporting procedures for the project will be comprehensive and always current, keeping the project team thoroughly updated on all developments and providing central control both of dispositions and of progress.



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Project Team List

Project Title: CT-1215-12 Darien Board of Education Offices
Location: 35 Leroy Avenue
 Darien CT, 06820

Job Number: 12-006
Architect #:

General Contractor Contacts			
Dappreio Construction & Development LLC 1 Trap Falls Road Suite 601 Shelton, CT 06484	Ayesha Moshette	Accountant	Phone: (203) 513-8140 Fax: (203) 513-8329 Mobile: (917) 355-3283 ayesha@dappreio.com
Dappreio Construction & Development LLC 1 Trap Falls Road, Suite 601 Shelton, CT 06484	George Preininger III	GC Contact	Phone: (203) 513-8140 Fax: (203) 513-8329 Mobile: (203) 943-1565 george@dappreio.com
Dappreio Construction & Development LLC 1 Trap Falls Road Suite 601 Shelton, CT 06484	Jack Gunnoud	Estimator	Phone: (203) 513-8140 Phone 2: (305) 484-8471 Fax: (203) 513-8329 Mobile: (203) 561-5154 Home: (305) 484-8471 john@dappreio.com
Dappreio Construction & Development LLC 1 Trap Falls Road Suite 601 Shelton, CT 06484	Jack Gunnoud	Project Manager	Phone: (203) 513-8140 Phone 2: (305) 484-8471 Fax: (203) 513-8329 Mobile: (203) 561-5154 Home: (305) 484-8471 john@dappreio.com
Dappreio Construction & Development LLC 1 Trap Falls Road, Suite 601 Shelton, CT 06484	Nick Liguori	Supervisor	Phone: (203) 513-8140 Fax: (203) 513-8329 Mobile: (732) 278-2078 nick@dappreio.com

Owner/Client Contacts			
Darien Board of Education 2 Renshaw Rd. Darien, CT 06820	Dr. Stephen Falcone	Owner B	Phone: (203) 656-7412 sfalcone@darienps.org
RBI Consultants Inc. 423 South Ave New Canaan, CT 06840	John Ryan	Owner A	Phone: (203) 966-6164 Fax: (203) 548-9837 Mobile: (646) 734-8369 jryan@rbiconsultantsinc.com

Architect/Engineer Contacts			
Quisenberry Arcari Architects 318 Main St. Farmington, CT 06032	Kevin McFarland	Architect	Phone: (860) 677-4594 Fax: (860) 677-8534 kevin@qa-architects.com

Awarded Subcontractor/Vendor Contacts			
Allstate Fire Systems 110 Murphy Rd. Hartford, CT 06114	Mark Seeger	15-300.S Fire Protection	Phone: (860) 246-7711 Fax: (860) 246-7707 mseeger@allstatefiresystems.com
Barall & Konover Floors, Inc. - WBE 714 Blue Hills Avenue Hartford, CT 06112	Bill Mucha	09-600.S Flooring	Phone: (860) 242-5200 Fax: (860) 286-0016 BarallFloors@sbcglobal.net

Building Specialties Architectural Hardware, Inc. 11 Ramah Circle Agawam, MA 01001	Kevin Nichols		Phone: (413) 788-9686 Fax: (413) 788-9689 Mobile: (413) 374-1963 knichols@bsahinc.com
Contract Decor, Inc. 72-184 North Shore Street Thousand Palms, CA 92276	Brian Frye	12-490.S Window Blinds	Phone: (760) 343-4444 127 Fax: (760) 343-4441 CDI@contract-decor.com
Domack Restoration LLC 185 Charles Street Stratford, CT 06615	Jason Domack	07-401.S Roofing	Phone: (203) 502-2004 Fax: (203) 502-0204 jasond@domackroofing.com
East Coast Painting & Restoration, LLC 19 Boxwood Lane Milford, CT 06461	Pasquale Muscarella	09-910.S Painting	Phone: (203) 673-4707
Eastern Metal Works 333 Woodmont Road Milford, CT 06460	Greg Weiner		Phone: (203) 878-6995 Fax: (203) 878-9512 gweiner@easternmetalworks.com
Enterprise Electrical Contractors, Inc. - SBE 15 Great Pasture Road, Unit 12 Danbury, CT 06810	David Bonadio	16-200.S Electrical	Phone: (203) 743-5051 103 Fax: (203) 744-2987 dbonadio@enterpriseelectric.com
George Ellis Company of New Haven, Inc. 301 Boston Post Road West Haven, CT 06516	Joe Sandella	15-700.S HVAC	Phone: (203) 934-6673 Fax: (203) 933-4226 joe.sandella@georgeellis.net
Industrial Riggers, Inc. 300 Chase River Rd. Waterbury, CT 06704	John Slavin		Phone: (203) 573-1116 Fax: (203) 755-8481 Mobile: (203) 819-5214 jslavin@industrialriggers.com
Intelligent Signage, Inc. P.O. Box 1091 Enfield, CT 06083	Bill Turkel Russell Sirianni	10-401.S Interior Signage	Phone: (877) 271-9979 Fax: (877) 271-9979 isibillturkel@aol.com
Kencal Maintenance Corporation 399 Knollwood road White Plains, NY 10603	Kenneth Hirschberg		Phone: (914) 761-5900 Fax: (914) 761-5910 khirschberg@kencalmaintenance.com
LM Masonry LLC 155 Old Hawleyville Road Bethel, CT 06801	Lebit Musai	04-001.S Masonry	Phone: Fax: (203) 207-9878 Mobile: (860) 778-7395 lebitm@gmail.com
M&L Construction, Inc. 5109 Madison Avenue Trumbull, CT 06611	Alessandro Marini	02-200.S Site Preparation	Phone: (203) 268-1662 Fax: (203) 268-9457 Mobile: (203) 521-0863 marini.alessandro@hotmail.com
M&L Steel New York, NY	Peter .		Phone: (917) 518-3793 Home: (718) 816-8660 mlsteelornamental@hotmail.com
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Naugatuck Windows & Glass - SBE 253 Prospect Street Naugatuck, CT 06770	Ken Petruzzi	08-401.S Glass & Glazing	Phone: (203) 729-4536 Fax: (203) 729-3858 naugwind@yahoo.com
Oscar's Abatement LLC - MBE 29 1/2 Meadow Street Hartford, CT 06114	Ed Stack	02-222.S Interior Demolition	Phone: (860) 296-7450 Fax: (860) 296-7417 Mobile: (860) 982-1313 estackoscarsabatement@aol.com
P&C Fence Company, Inc. - WBE 60 Radel Street Bridgeport, CT 06607	Karen S.		Phone: (203) 375-9780 Fax: (203) 386-9574 KarenS@pandcfencecompany.com
P.H. Hawley Associates, LLC P.O. Box 1809 Murrells Inlet, SC 29576	Paul Hawley III	10-800.S Toilet Compartments 10-810.S Toilet Accessories	Phone: (843) 357-9330 Fax: (843) 357-9331 paul@phhawleyllc.com
Pella Windows Norwalk, CT	Alex Shook		Phone: (203) 648-6225 ASHOOK@PELLACTNY.COM
QSR Steel Corp. 300 Locust Street Hartford, CT 6114	Roger Carrier	05-002.S Metals	Phone: (860) 548-0248 Fax: (860) 548-0270 roger@qsrsteel.com
SOS Plumbing LLC 93 Tunxis Hill Road Fairfield, CT 06825	Jack Goncalves	15-400.S Plumbing	Phone: (203) 612-1644 Fax: (203) 612-8911 Mobile: (203) 395-6174 jackplumbing@gmail.com

The Growing Concern Landscaping Darien, CT 06820	Chris McGoldrick	02-900.S Landscaping	Phone: (203) 655-4527 chris@thegrowingconcern.net
The Woodmill LLC - MBE 25 Gear Drive Terryville, CT 06786	Hiram Morales II	06-220.S Millwork	Phone: (860) 584-5109 Fax: (860) 584-8142 hiram@thewoodmill.com
US Insulation Corp. 1897 Berlin turnpike Berlin, CT 06037	John Toconis	07-210.S Building Insulation	Phone: (877) 874-4888 Fax: (860) 828-8811
WILLCO Sales & Service, Inc. 38 Duka Avenue Fairfield, CT 06825	Wes Roussel	08-625.S Tubular Daylighting Devices	Phone: (203) 366-3895 wesroussel@willcosales.com



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**Elser 4th Floor Fit-out
 OAT Meeting #10
 Meeting Held on 9/7/2011**

Attendees	Company	Phone	Fax	Email
George Preininger (GP)	DCD	203-513-8140	203-513-8329	george@dappreio.com
Jack Gunnoud (JG)	DCD	212-825-0707	212-825-0704	john@dappreio.com
Nick Liguori (NL)	DCD	212-825-0707	212-825-0704	nick@dappreio.com
John Borelli (JB)	JFB	212-685-2354	212-685-7387	jfbarchitect@aol.com
Siegrid Berman (SB)	JFB	212-685-2354	212-685-7387	siegridb@aol.com
Mimi Demars (MD)	WE	212-490-3000	212-490-3038	mimi.demars@WilsonElser.com
Bill Stephan (BS)	WE	212-490-3000	212-490-3038	Bill.stephan@WilsonElser.com
James DiBenedetto (JD)	WE	212-490-3000	212-490-3038	james.dibenedetto@WilsonElser.com
Dan McLaughlin (DM)	WE	212-490-3000	212-490-3038	Daniel.McLaughlin@WilsonElser.com
John Horan (JH)	WE	212-490-3000	212-490-3038	john.horan@wilsonelser.com
John Marazzo (JM)	MC	201-915-8516	201-915-0534	jmarazzo@mack-cali.com
Dominick Agostino (DA)	LA	212-695-1000	212-695-1299	dagostino@lilker.com

CC: Attendees, File NYC-1102-11	Company	Phone	Fax	Email
Frank Vozzo	DCD	203-513-8140	203-513-8329	frank@dappreio.com
Pong Mahachai	CNM	212-685-2354	212-685-7387	cnmgroup@aol.com
Robert Roarke	WE	212-490-3000	212-490-3038	robert.roarke@WilsonElser.com
Carl Rifino	WE	212-490-3000	212-490-3038	Carl.Rifino@WilsonElser.com
Alan Rubin	WE	212-490-3000	212-490-3038	Alan.Rubin@WilsonElser.com
Mike Gargulio	WE	212-490-3000	212-490-3038	Michael.Gargulio@WilsonElser.com
Steve Patten	WE	212-490-3000	212-490-3038	Steven.Patten@WilsonElser.com
Jack DiMartino	MC	201-915-8532	201-915-0534	jDiMartino@Mack-cali.com
Julio Lio	JFB	212-685-2354	212-685-7387	fuoriserie@aol.com
David Fligel	LA	212-695-1000	212-695-1299	dfligel@Lilker.com
John Siciliano	LA	212-695-1000	212-695-1299	jsiciliano@Lilker.com
Richard Fernandez	CW	212-363-5791	212-797-2972	richard.fernandez@125Broadstcondo.com
Maureen Larkin	CW	212-363-5790	212-797-2972	maureen.Larkin@125BroadStCondo.com
Stephen McGann	CW	212-363-5790	212-797-2972	Stephen.McGann@125Broadstcondo.com

June							July							August							September						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
30	31	1	2	3	4	5	27	28	29	30	1	2	3	1	2	3	4	5	6	7	29	30	31	1	2	3	4
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	1	2	3	25	26	27	28	29	30	31	29	30	31	1	2	3	4	26	27	28	29	30	1	2

1.01 **Reviewed Notes from Previous Meeting**

1.02 (JG) updated all parties on the status of the Fire Smoke Dampers stating that the install has been complete and that they have passed the Fire inspection.

1.03 (JG) reviewed the status of the two remaining rooms to be complete including the main conference room and the elevator lobby stating that they are awaiting specific materials for completion and will be conditionally completed by Friday 9/9/11 with miscellaneous items to be addressed throughout the following week.

2.01 **Facility Issues**

3.01 **Design Document Status**

3.02 Complete

4.01 **Procurement**

4.02 Complete

5.01 **Contract/Budget Status/Change Status**

5.02 On going

6.01 **Payment Status**

6.02 On Going

7.01 **Submittal/Shop Drawing Status**

7.02 On Going

8.01 **Requests for Information**

8.02 On Going

9.01 **Progress Report**

9.02 General construction has been 99% complete, with all remaining issues to be addressed throughout the remainder of the week.

10.01 **New Business**

10.02 (JG) updated all parties on the status of the project stating that (NL) has developed a preliminary punch list for all subcontractors allowing them to address all open issues.

- 10.03 (JD) questioned the issue of the location of outlets (voice/data/power) throughout the site and whether or not the issue of adding additional outlets had been addressed. (DM) stated that there were various user issues in regards to desired equipment locations versus those specified in the architectural drawings. (JG) stated that all issues that have been brought to his attention are being reviewed and will be addressed.
- 10.04 (JB) questioned the security access and installation. (JG) stated that installation will be completed end of business today, 9/7/11, with the troubleshooting of software issues to be addressed throughout the week.
- 10.05 (BS) and (DM) questioned if card key access can be installed in the pool/storage area adjacent to the LAN room. (JB) stated that he will analyze the location and issue a drawing for the install of an electric hinge/lock.
- 10.06 (MD) questioned the time frame of install of locks on the office doors, as well as, if it would be possible to have additional locks installed throughout the site. (JB) requested that (MD) create a list of additional rooms that require locks and he will evaluate.
- 10.07 (DM) questioned the set up of the cubicles within his pool area, stating that he was under the impression that there would be higher partitions to create a barrier from the noise and that he chose this particular set up to help create privacy for his team. (JB) responded stating that these were existing partitions and cannot be expanded. (JB) and (SB) continued stating that they will contact (MP) to see if it is feasible to install higher partitions to create a noise barrier. (JD) responded to this issue questioning the cost impact, as well as, how it will affect other open pool areas. (JB) stated that he will review all issues.
- 10.08 (DA) stated that Lilker Assoc. has conditionally approved the MEP installation with final approval to follow.
- 10.09 (DA) questioned when he could begin his punch list. (JB) recommended that (DA) review the site next week, 9/14/11.

Next Meeting: Wednesday 09/21/2011 1 pm

MEETING ADJOURNED

The proceeding is presumed to be a complete and correct record of the significant items and actions agreed upon at the above meeting. Work is proceeding on the basis of this record. Please advise the writer immediately of any additions or corrections to these minutes. Any comments shall be noted in the following O.A.T. meeting under Section 1. If there are no comments, it shall be assumed that these minutes have been accepted as written.

PREPARED BY:
Nick Liguori
Assistant Superintendent



DAPPREIO CONSTRUCTION & DEVELOPMENT

Date: 4/29/2010

REQUEST FOR INFORMATION: RFI# 23

To: SRA Architects

Project: Gotham 50

ATTN: Spencer Goroff/Diana Jaramillo

Subject: Structural Issues

1. Problem/Information Requested: Please forward the following revised structural drawings:
Revised spiral stair, new basement stairs and include elevations on the floor framing details.

Information Requested BY: Dappreio

2. Response Confirmation: _____

Approved BY: _____

3. Clarification/Action; please respond by or before May 3rd 2010 in order to minimize
delay or interference with ability to proceed with the work:

BY: _____ Date: _____

lappreio Constructon & Development LLC
 locky Hill Police Training Facility
 locky Hill, CT

RFI -

Question and Answer Log

12-Jun-13

Contact	Sent To

project Architect -
 roject MEP Engineers -
 roject Structural Engineer -
 roject Civil Engineer -

RFI #	Trade	Bid Package #	Spec/Drwg	Issue / Question	Author	Company	Sent	Sent To	Provide Brief Answer	Date Rec'd
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
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SAVED

Pashr Project Management Suite

Save	Save & Close	Save & Create New	Delete	Notify Participants	Close Window
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You can auto populate all due, submitted and returned dates by completing the Due From Arch Date first

Item Description: Ramp Wall Elevations **Submittal #:** 03-317-01

By Sub/Vendor: Dappreio Construction and Development LLC; Jack Gunnoud **Sub/Vendor Due Date:** 11/27/2012

Attachment: No file chosen **Submittal Dated:** 11/27/12

Notify me via email one day prior to the Sub/Vendor Due Date expiration

GC Approval By or GC Submittal By: Dappreio Construction and Development LLC; Nick Liquori **Received By GC Date:**

GC Submittal Status: Reviewed **GC Review Period:** 10 Days

Attached File: 004 M and L Construction HC Ramp Shop Drawings.pdf **GC Approval Due Date:** 11/27/2012

004-03-317_RESPONSE.pdf **GC Approval/Rejection Date:** 11/27/2012

GC Submitted for Approval:

Sent Via: E-mail **Also Sent Via:** -Select-

Tracking Number:

Notify me via email one day prior to the GC Approval Due Date expiration

First Approval Required By: Quisenberry Arcari Architects; Kevin McFarland **Received Date:** 11/27/2012

First Status: Reviewed **Status Change Date:** 12/07/2012

Required Review Period: 10 Days

Second Approval Required By: **Due From Arch Date:** 12/07/2012

Type Company Name **Return To GC Date:** 12/07/2012

Second Status: Pending

Notify me via email one day prior to the Expected Return Date expiration

Distribution Required To:

Jack Gunnoud ; Nick Liguori ; Kevin McFarland

Previous Comments:

Kevin McFarland (12/07/2012):Make Corrections Noted

See attached

Comments:





Dappreio Construction & Development, LLC
1 Trap Falls Road, Suite 601 Shelton, CT 06484
Phone: (203) 513-8140 Fax: (203) 513-8329
www.dappreio.com

Submittal Log

Project: NYC-1102-11 Wilson Elser Broad Street
125 Broad Street
New York, NY 10041

GC Job Number: NYC-1102-11

Architect #:

05-110 Steel Package

05110-01: Rails/Ramps Shop Drawings

Midtown Contracting Corp.

Submittal Dated: 08/01/2011

Dappreio Construction & Development
LLC

Final Status: Approved as Noted

To/By: Dappreio Construction & Development
LLC on 08/01/2011

Submittal Was: Set to Pending on 08/29/2011

Forwarded To: John Francis Borrelli Architects, P.C. on
08/10/2011

Submittal Was: Set to Approved as Noted on 08/29/2011

06 220 Millwork

06 220-01: Cherry Veneer Cherry Solids

Legere Group, Ltd.

Submittal Dated: 07/07/2011

Dappreio Construction & Development
LLC

Final Status: Approved

To/By: Dappreio Construction & Development
LLC on 07/15/2011

Submittal Was: Set to Approved on 07/21/2011

Forwarded To: John Francis Borrelli Architects, P.C. on
07/19/2011

Submittal Was: Set to Approved on 07/21/2011

06 220-02: Laminates

Legere Group, Ltd.

Submittal Dated: 07/14/2011

Dappreio Construction & Development
LLC

Final Status: Approved

To/By: Dappreio Construction & Development
LLC on 07/14/2011

Submittal Was: Set to Approved on 07/21/2011

Forwarded To: John Francis Borrelli Architects, P.C. on
07/14/2011

Submittal Was: Set to Approved on 07/21/2011

06220-01: Architectural Millwork (Hardware cutsheets, Palm Casework, Wood Casework and Specialty CaseWork)

Legere Group, Ltd.

Submittal Dated: 07/01/2011

Final Status: Approved

To/By: Dappreio Construction & Development
LLC on 07/01/2011

Submittal Was: Set to Approved on 07/21/2011

Dappreio Construction & Development
LLC

Forwarded To: John Francis Borrelli Architects, P.C. on
07/05/2011

Submittal Was: Set to Approved on 07/21/2011

08-001 Doors/Frames & Hardware

08001-01: Doors Frames and Hardware

Final Status: Approved

Kelley Brothers Hardware Corp.

To/By: Dappreio Construction & Development
LLC on 06/28/2011

Submittal Dated: 06/28/2011

Submittal Was: Set to Approved on 07/15/2011

Dappreio Construction & Development
LLC

Forwarded To: John Francis Borrelli Architects, P.C. on
07/05/2011

Submittal Was: Set to Approved on 07/15/2011

**08001-02: Frame and Door Schedule (Door Finish
Samples)**

Final Status: Approved

Kelley Brothers Hardware Corp.

To/By: Dappreio Construction & Development
LLC on 07/20/2011

Submittal Dated: 07/19/2011

Submittal Was: Set to Approved on 07/27/2011

Dappreio Construction & Development
LLC

Forwarded To: John Francis Borrelli Architects, P.C. on
07/21/2011

Submittal Was: Set to Approved on 07/27/2011

08-400 Storefronts Glass & Glazing

08400-01: Glass and Glazing

Final Status: Approved

Jonathan Metal & Glass, Ltd.

To/By: Dappreio Construction & Development
LLC on 07/15/2011

Submittal Dated: 07/15/2011

Submittal Was: Set to Approved on 07/21/2011

Dappreio Construction & Development
LLC

Forwarded To: John Francis Borrelli Architects, P.C. on
07/18/2011

Submittal Was: Set to Approved on 07/21/2011

09 600 Flooring

09 600-01: Marble Tile Flooring

Final Status: Approved

Commercial Flooring Specialists, Ltd.

To/By: Dappreio Construction & Development
LLC on 07/25/2011

Submittal Dated: 07/25/2011

Submittal Was: Set to Approved on 08/04/2011

Dappreio Construction & Development
LLC

Forwarded To: John Francis Borrelli Architects, P.C. on
07/27/2011

Submittal Was: Set to Approved on 08/04/2011

09600-01: VCT & Vinyl Base

Final Status: Approved

Commercial Flooring Specialists, Ltd.

To/By: Dappreio Construction & Development
LLC on 06/28/2011

Submittal Dated: 06/28/2011

Submittal Was: Set to Approved on 07/20/2011

Dappreio Construction & Development
LLC

Forwarded To: John Francis Borrelli Architects, P.C. on
06/29/2011

Submittal Was: Set to Approved on 07/20/2011

09 910 Painting

09 910-01: Wall Covering 1 and 2

Final Status: Approved

Mackenzie Service Corporation - SBE

Submittal Dated: 07/15/2011

Dappreio Construction & Development
LLC

To/By: Dappreio Construction & Development
LLC on 07/15/2011

Submittal Was: Set to Approved on 07/21/2011

Forwarded To: John Francis Borrelli Architects, P.C. on
07/18/2011

Submittal Was: Set to Approved on 07/21/2011

09 910-02: Coatings

Final Status: Approved

Mackenzie Service Corporation - SBE

Submittal Dated: 07/20/2011

Dappreio Construction & Development
LLC

To/By: Dappreio Construction & Development
LLC on 07/20/2011

Submittal Was: Set to Approved on 07/21/2011

Forwarded To: John Francis Borrelli Architects, P.C. on
07/20/2011

Submittal Was: Set to Approved on 07/21/2011

09 910-03: Wall Covering 3

Final Status: Approved

Mackenzie Service Corporation - SBE

Submittal Dated: 07/19/2011

Dappreio Construction & Development
LLC

To/By: Dappreio Construction & Development
LLC on 07/19/2011

Submittal Was: Set to Approved on 08/04/2011

Forwarded To: John Francis Borrelli Architects, P.C. on
07/20/2011

Submittal Was: Set to Approved on 08/04/2011

09 910-04: Paint Drawdowns

Final Status: Approved

Mackenzie Service Corporation - SBE

Submittal Dated: 08/02/2011

Dappreio Construction & Development
LLC

To/By: Dappreio Construction & Development
LLC on 08/02/2011

Submittal Was: Set to Approved on 08/11/2011

Forwarded To: John Francis Borrelli Architects, P.C. on
08/04/2011

Submittal Was: Set to Approved on 08/11/2011

09-100 Drywall

09100-01: Acoustical Ceiling

Final Status: Approved

Duncan Partners LLC

Submittal Dated: 07/05/2011

Dappreio Construction & Development
LLC

To/By: Dappreio Construction & Development
LLC on 07/14/2011

Submittal Was: Set to Approved on 07/21/2011

Forwarded To: John Francis Borrelli Architects, P.C. on
07/15/2011

Submittal Was: Set to Approved on 07/21/2011

12 100 Appliances

01200-01: Appliances

Final Status: Approved

Aitoro Appliances & Electronics

Submittal Dated: 07/15/2011

Dappreio Construction & Development
LLC

To/By: Dappreio Construction & Development
LLC on 07/15/2011

Submittal Was: Set to Approved on 07/21/2011

Forwarded To: John Francis Borrelli Architects, P.C. on
07/15/2011

Submittal Was: Set to Approved as Noted on 07/21/2011

13 700 Security Access and Surveillance

13700-01: Tiger II-Expansion Board**Final Status:** Approved

Island Lock & Security Center

To/By: Dappreio Construction & Development
LLC on 08/02/2011**Submittal Dated:** 08/02/2011**Submittal Was:** Set to Approved on 08/10/2011Dappreio Construction & Development
LLC**Forwarded To:** John Francis Borrelli Architects, P.C. on
08/02/2011**Submittal Was:** Set to Approved on 08/10/2011**15- 700 HVAC****15 700-01: Diffuser / VAV Boxes****Final Status:** ApprovedSuperior Air Systems Mechanical
Corp.**To/By:** Dappreio Construction & Development
LLC on 06/22/2011**Submittal Dated:** 06/27/2011**Submittal Was:** Set to Approved on 06/27/2011Dappreio Construction & Development
LLC**Forwarded To:** Lilker Associates Consulting Engineers
on 06/27/2011**Submittal Was:** Set to Approved on 07/14/2011**15 700-02: Shop Drawings****Final Status:** ApprovedSuperior Air Systems Mechanical
Corp.**To/By:** Dappreio Construction & Development
LLC on 06/30/2011**Submittal Dated:** 06/30/2011**Submittal Was:** Set to Approved on 07/07/2011Dappreio Construction & Development
LLC**Forwarded To:** Lilker Associates Consulting Engineers
on 07/02/2011**Submittal Was:** Set to Approved as Noted on 07/20/2011**15 700-03: Automated Logic Submittals****Final Status:** ApprovedSuperior Air Systems Mechanical
Corp.**To/By:** Dappreio Construction & Development
LLC on 07/14/2011**Submittal Dated:** 07/08/2011**Submittal Was:** Set to Approved on 07/21/2011Dappreio Construction & Development
LLC**Forwarded To:** Lilker Associates Consulting Engineers
on 07/14/2011**Submittal Was:** Set to Approved on 07/21/2011**15 700-04: Exhaust Fans****Final Status:** ApprovedSuperior Air Systems Mechanical
Corp.**To/By:** Dappreio Construction & Development
LLC on 07/01/2011**Submittal Dated:** 06/30/2011**Submittal Was:** Set to Approved on 08/12/2011Dappreio Construction & Development
LLC**Forwarded To:** Lilker Associates Consulting Engineers
on 07/05/2011**Submittal Was:** Set to Approved on 08/12/2011**15700-01: Leibert Unit****Final Status:** ApprovedSuperior Air Systems Mechanical
Corp.**To/By:** Dappreio Construction & Development
LLC on 06/22/2011**Submittal Dated:** 06/27/2011**Submittal Was:** Set to Approved on 06/27/2011Dappreio Construction & Development
LLC**Forwarded To:** Lilker Associates Consulting Engineers
on 06/27/2011**Submittal Was:** Set to Approved on 07/14/2011**15-300 Fire Protection**

15300-01: Sprinkler System Materials**Final Status:** Approved

Metro Fire Protection, Inc.

To/By: Dappreio Construction & Development LLC on 07/01/2011**Submittal Dated:** 06/30/2011**Submittal Was:** Set to Approved on 08/12/2011

Dappreio Construction & Development LLC

Forwarded To: Lilker Associates Consulting Engineers on 07/01/2011**Submittal Was:** Set to Approved on 08/12/2011**15-400 Plumbing****15400-01: Shop Drawings (Pantry Fixtures and Plumbing)****Final Status:** Approved

PAR Plumbing Co., Inc.

To/By: Dappreio Construction & Development LLC on**Submittal Dated:** 07/19/2011**Submittal Was:** Set to Approved on 07/22/2011

Dappreio Construction & Development LLC

Forwarded To: John Francis Borrelli Architects, P.C. on 07/19/2011**Submittal Was:** Set to Approved as Noted on 07/22/2011**16-200 Electrical****16200-01: Lighting Fixtures****Final Status:** Approved

Allran Electric of NY, LLC

To/By: Dappreio Construction & Development LLC on**Submittal Dated:** 06/28/2011**Submittal Was:** Set to Approved on 06/29/2011

Dappreio Construction & Development LLC

Forwarded To: John Francis Borrelli Architects, P.C. on 06/29/2011**Submittal Was:** Set to Approved as Noted on 07/01/2011**16200-02: Greengate Control Submission****Final Status:** Approved

Allran Electric of NY, LLC

To/By: Dappreio Construction & Development LLC on 07/14/2011**Submittal Dated:** 07/05/2011**Submittal Was:** Set to Approved on 07/21/2011

Dappreio Construction & Development LLC

Forwarded To: Lilker Associates Consulting Engineers on 07/15/2011**Submittal Was:** Set to Approved on 07/21/2011**16200-03: Panel Board Drawings****Final Status:** Approved

Allran Electric of NY, LLC

To/By: Dappreio Construction & Development LLC on 07/13/2011**Submittal Dated:** 07/05/2011**Submittal Was:** Set to Approved on 07/21/2011

Dappreio Construction & Development LLC

Forwarded To: Lilker Associates Consulting Engineers on 07/13/2011**Submittal Was:** Set to Approved on 07/21/2011**16200-04: General Electrical Materials****Final Status:** Approved

Allran Electric of NY, LLC

To/By: Dappreio Construction & Development LLC on 06/30/2011**Submittal Dated:** 06/30/2011**Submittal Was:** Set to Approved on 07/25/2011

Dappreio Construction & Development LLC

Forwarded To: Lilker Associates Consulting Engineers on 06/30/2011**Submittal Was:** Set to Approved as Noted on 07/25/2011

16200-05: Fire Alarm Drawings

Final Status: Approved

Allran Electric of NY, LLC

To/By: Dappreio Construction & Development
LLC on 07/26/2011

Submittal Dated: 07/26/2011

Submittal Was: Set to Approved on 08/04/2011

Dappreio Construction & Development
LLC

Forwarded To: Lilker Associates Consulting Engineers
on 07/27/2011

Submittal Was: Set to Approved as Noted on 08/04/2011



Dappreio Construction & Development, LLC
 1 Trap Falls Road, Suite 601 Shelton, CT 06484
 Phone: (203) 513-8140 Fax: (203) 513-8329
 www.dappreio.com

Owner Contract Change Order

Project Name: CT-1201-12 Hagan Memorial Library

Owner The Board of Trustees of the Hagan Memorial Library
 Karen Jensen
 227 Main Street
 East Haven, CT 06512

Change Order # 5
Printed On: 06/11/2013
Created On: 02/27/2012
Job Number # 12-002
Architect Number:

#	Change Order Item Description	Amount
1	Provide new Carpet Tile and vinyl base for existitng Parent Area and A/V Areas. Includes removal of existing carpet tile and vinyl base, minor floor prep.Carpet Tile to match existing carpet tile as confirmed by Library Director.	(\$3,230.76)
1	Provide new Carpet Tile and vinyl base for existitng Parent Area and A/V Areas. Includes removal of existing carpet tile and vinyl base, minor floor prep.Carpet Tile to match existing carpet tile as confirmed by Library Director.	\$3,230.76

Extension of Time This C.O.	0 days	Original Contract Amount	\$0.00
Previous Extensions of Time	0 days	Total Previous C.O.'s	(\$46,554.99)
Total Extension of Time To Date	0 days	Contr. Amt Prior to This C.O.	(\$46,554.99)
Original Contract Compl Date	08/07/2012	Total This Change Order	0.00
Revised Completion Date	08/07/2012	Current Contract Amount	(\$46,554.99)

The Change Order items listed above are in dispute and currently are not approved for payment.

Owner

Contractor

Architect

By:

By:

By:

Date:

Date:

Date:



Dappreio Construction & Development, LLC
 1 Trap Falls Road, Suite 601 Shelton, CT 06484
 Phone: (203) 513-8140 Fax: (203) 513-8329
 www.dappreio.com

Sub Change Order Log

Project Title: CT-1215-12 Darien Board of Education Offices
Location: 35 Leroy Avenue
 Darien, CT 06820

Job Number: 12-006
Architect Number:

Subcontractor Approved Change Orders		Contract \$	Approved \$	Pending \$	Total \$
Allstate Fire Systems		95,500.00			95,500.00
	Pending CO			38,683.89	38,683.89
	Total:	95,500.00	0.00	38,683.89	134,183.89
Barall & Konover Floors, Inc. - WBE		94,693.00			94,693.00
	Sub CO 0		-6,814.00		87,879.00
	Pending CO			-6,814.00	-6,814.00
	Total:	94,693.00	-6,814.00	-6,814.00	81,065.00
Dappreio Construction & Development LLC		748,915.93			748,915.93
	Pending CO			0.00	0.00
	Total:	748,915.93	0.00	0.00	748,915.93
Domack Restoration LLC		161,800.00			161,800.00
	Sub CO 0		-2,433.72		159,366.28
	Pending CO			2,801.28	2,801.28
	Total:	161,800.00	-2,433.72	2,801.28	162,167.56
Enterprise Electrical Contractors, Inc. - SBE		409,000.00			409,000.00
	Sub CO 0		-1,760.00		407,240.00
	Pending CO			137.13	137.13
	Total:	409,000.00	-1,760.00	137.13	407,377.13
George Ellis Company of New Haven, Inc.		473,095.00			473,095.00
	Pending CO			0.00	0.00
	Total:	473,095.00	0.00	0.00	473,095.00
M&L Construction, Inc.		190,000.00			190,000.00
	Pending CO			2,000.00	2,000.00
	Total:	190,000.00	0.00	2,000.00	192,000.00
Naugatuck Windows & Glass - SBE		24,737.00			24,737.00
	Sub CO 0		-475.50		24,261.50
	Pending CO			-475.50	-475.50
	Total:	24,737.00	-475.50	-475.50	23,786.00

Oscar's Abatement LLC - MBE	125,000.00			125,000.00
Pending CO			615.76	615.76
Total:	125,000.00	0.00	615.76	125,615.76
QSR Steel Corp.	83,000.00			83,000.00
Pending CO			4,724.00	4,724.00
Total:	83,000.00	0.00	4,724.00	87,724.00
SOS Plumbing LLC	125,000.00			125,000.00
Pending CO			4,995.62	4,995.62
Total:	125,000.00	0.00	4,995.62	129,995.62
Grand Total:	2,530,740.93	-11,483.22	46,668.18	2,565,925.89



Dappreio Construction & Development, LLC
1 Trap Falls Road, Suite 601 Shelton, CT 06484
Phone: (203) 513-8140 Fax: (203) 513-8329
www.dappreio.com

Change Order Log

Project Title: CT-1215-12 Darien Board of Education Offices

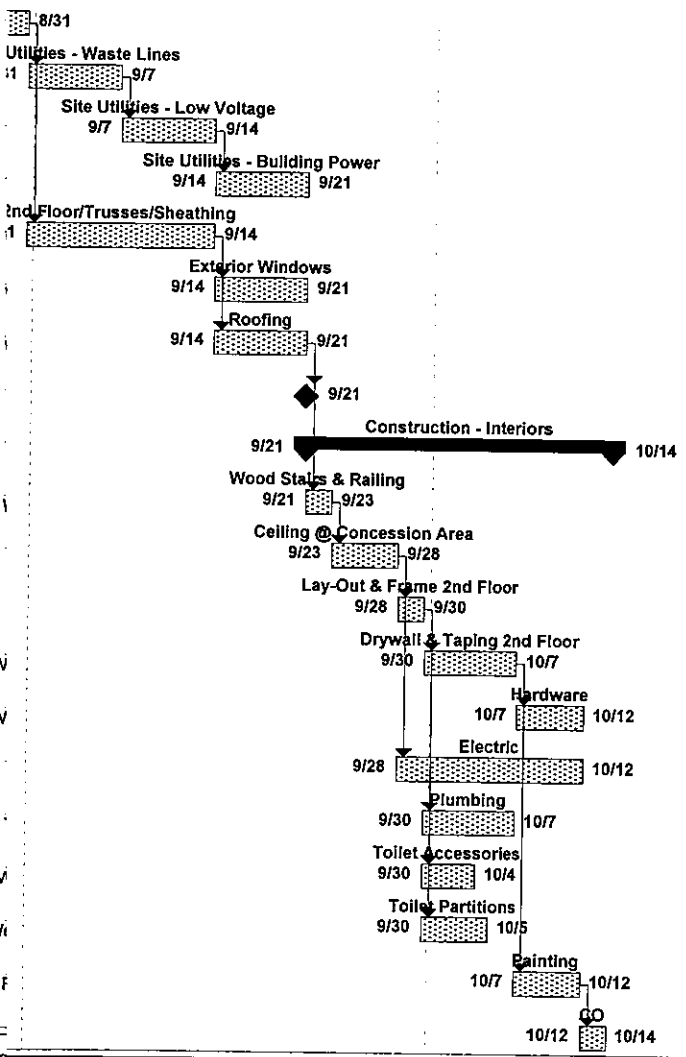
Location: 35 Leroy Avenue
Darien, CT 06820

Job Number: 12-006

Architect Number:

Change Order	Requested	Approved	Addl. Days	New Date	Pending \$	Approved \$
Owner CO 1	10/04/12	04/02/13	0	02/15/2013		\$0.00
Owner CO 2	10/04/12		0	02/15/2013	\$0.00	
Owner CO 3	10/05/12	04/02/13	0	02/15/2013		\$93,495.00
Owner CO 4	12/07/12	04/02/13	0	02/15/2013		\$650.00
Original Contract Amount:						\$0.77
Approved CO Amount:						\$94,145.00
Revised Contract Amount:						\$94,145.77
Pending CO Amount:						\$0.00
Potential Contract Amount:						\$94,145.77

ID	Task Name	Duration	Start	September					October			
				8/28	9/4	9/11	9/18	9/25	10/2	10/9	10/16	
1	Pre-Construction	25 days	Wed 7/6/11									
2	Ground Breaking Ceremony	0 days	Wed 7/6/11									
3	Submittals	5 wks	Wed 7/6/11									
4	Site Trailer Delivery	0 days	Mon 7/11/11									
5	Mobilization & Layout	2 days	Mon 7/11/11									
6	Execution of Contract	0 days	Thu 7/14/11									
7	Construction - Core & Shell	50.5 days	Wed 7/13/11									
8	Excavation & Removals	2 wks	Wed 7/13/11									
9	Take Down Existing Flag Pole	0 days	Thu 7/14/11									
10	Form/Prep for Foundation/Slab	1 wk	Wed 7/27/11									
11	Foundation/Under Slab MEP	1 wk	Wed 7/27/11									
12	Concrete for Foundation/Slab	3 days	Wed 8/3/11									
13	Masonry	3.5 wks	Mon 8/8/11									
14	Site Utilities - Waste Lines	1 wk	Wed 8/31/11									
15	Site Utilities - Low Voltage	1 wk	Wed 9/7/11									
16	Site Utilities - Building Power	1 wk	Wed 9/14/11									
17	2nd Floor/Trusses/Sheathing	2 wks	Wed 8/31/11									
18	Exterior Windows	1 wk	Wed 9/14/11									
19	Roofing	1 wk	Wed 9/14/11									
20	Cupola Installation	0 days	Wed 9/21/11									
21	Construction - Interiors	17 days	Wed 9/21/11									
22	Wood Stairs & Railing	2 days	Wed 9/21/11									
23	Ceiling @ Concession Area	3 days	Fri 9/23/11									
24	Lay-Out & Frame 2nd Floor	2 days	Wed 9/28/11									
25	Drywall & Taping 2nd Floor	1 wk	Fri 9/30/11									
26	Hardware	3 days	Fri 10/7/11									
27	Electric	2 wks	Wed 9/28/11									
28	Plumbing	1 wk	Fri 9/30/11									
29	Toilet Accessories	2 days	Fri 9/30/11									
30	Toilet Partitions	3 days	Fri 9/30/11									
31	Painting	3 days	Fri 10/7/11									
32	CO	2 days	Wed 10/12/11									



Stratford Little League Control Building
7/5/11

Task
Split
Progress
Milestone

AIA[®] Document A133™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «Seventeenth-» day of «June-» in the year «Two Thousand Eleven-»

(In words, indicate day, month and year.)

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

«Wilson Elser LLP-»
«150 East 42nd Street
New York, NY 10017-»

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

«Dappreio Construction & Development LLC-»
«1 Trap Falls Rd., Suite 601
Shelton, CT 06484-»

for the following Project:
(Name and address or location)

«Wilson Elser LLP, 125 Broad Street, 4th Flr Tenant Improvements Wilson Elser LLP
125 Broad»
«125 Broad St, 4th Flr
New York, NY, NY-»

The Architect:
(Name, legal status and address)

«John Francis Borrelli Architect, P.C.-»
«9 East 38th Street, 10th Flr
New York, NY 10016-»

The Owner's Designated Representative:
(Name, address and other information)

« Robert Roarke »
«150 East 42nd Street
New York, NY 10017 »

« »
« »
« »
« »
« »

The Construction Manager's Designated Representative:
(Name, address and other information)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information, as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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«George Preininger III »
«1 Trap Falls Rd, Suite 601
Shelton, CT 06484 »

« »
« »
« »
« »

The Architect's Designated Representative:
(Name, address and other information)

« John Francis Borrelli
9 East 38th Street, 10th Floor
New York, NY 10016 »

« »
« »
« »
« »
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The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
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5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and

Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; 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.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses 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 and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the

establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
4. The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
5. A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following

acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 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 and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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 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.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. 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.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«Included in base contract-»

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~«Thirty»~~ (~~«30»~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

~~«12.00»~~ % ~~«per annum»~~

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

«Contract Amount \$3,191,000.00 (See EXHIBIT A for breakdown)
General Conditions \$226,000.00 lump sum, this is based on 10 week period
Insurance \$52,000.00
Fee 3%

—>

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«Cost of subcontractor work performed plus General Conditions 8.6%, Insurance 1.9%, Fee 3% & NYC sales tax on material»

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~«13%»~~

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ~~«0%»~~ percent (~~«0%»~~ %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

~~«N/A»~~

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«15 days»

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the ~~«1st & 15th of each month»~~ day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the ~~« »~~ day of the ~~«same»~~ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~«Five»~~ (~~«5»~~) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. Add the Construction Manager's Fee, less retainage of ~~«Ten»~~ percent (~~«10.00»~~ %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
4. Subtract retainage of ~~«Ten»~~ percent (~~«10.00»~~ %) from that portion of the Work that the Construction Manager self-performs;
5. Subtract the aggregate of previous payments made by the Owner;
6. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
7. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
<u>Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>General Aggregate</u>	<u>\$2,000,000.00</u>
<u>Personal Injury</u>	<u>\$1,000,000.00</u>
<u>Operations Aggregate</u>	<u>\$2,000,000.00</u>
<u>Auto</u>	<u>\$1,000,000.00</u>
<u>Workers Comp</u>	<u>\$500,000.00</u>

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

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

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other: (Specify)

« »

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no

event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

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. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

~~«Holds/allowances held in GMP- \$82,600--»~~

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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 Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
« »
- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
« »
- .5 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)

CONSTRUCTION MANAGER (Signature)

~~« Robert Roarke, Managing Partner » »~~
(Printed name and title)

~~«George Preininger III--»« Vice President--»~~
(Printed name and title)

AIA® Document A401™ - 2007

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

«Dappreio Construction & Development LLC»
«1 Trap Falls Rd, Suite 601
Shelton, CT 06484»
« »
« »

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

« »
« »
« »
« »

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: « »

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

«Wilson Elser LLP»
«150 East 42nd Street
New York, NY 10017»
« »
« »

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

«Wilson Elser LLP 125 Broad Street, 4th Flr Tenant Improvements»
«125 Broad St, 4th Flr.
NY, NY»
«Renovation of 30,000 sf space to retrofit a law firm»

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

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

«John Francis Borrelli Architects, P.C.»
« »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

«9 East 38th Street, 10th Flr
New York, NY 10016

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« »

The Contractor and the Subcontractor agree as follows.

TABLE OF ARTICLES

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3	CONTRACTOR
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ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2007, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, and thereafter, upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2007 apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 SERVICES PROVIDED BY THE CONTRACTOR

§ 3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

§ 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.2.3 The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the claim that relates to the Work of the Subcontractor.

§ 3.3 CLAIMS BY THE CONTRACTOR

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' written notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 EXECUTION AND PROGRESS OF THE WORK

§ 4.1.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.1.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

§ 4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and separate contractors whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or separate contractors.

§ 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 4.2.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

§ 4.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.3.5 The Subcontractor shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4 CLEANING UP

§ 4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.4.2 As provided under Section 3.3.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.5 WARRANTY

The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 4.6 INDEMNIFICATION

§ 4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

§ 4.6.2 In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 4.7 REMEDIES FOR NONPAYMENT

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay and remobilization.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the

time by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

§ 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 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.

§ 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Contractor and Subcontractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

« »

§ 6.3 ARBITRATION

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

§ 6.3.5 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 TERMINATION BY THE SUBCONTRACTOR

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 7.2 TERMINATION BY THE CONTRACTOR

§ 7.2.1 If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 ASSIGNMENT OF THE SUBCONTRACT

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2007 provided the Owner accepts the assignment.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.
(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)

« »

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than « » .
(Insert the calendar date or number of calendar days after the Subcontractor's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Work, if not stated elsewhere in the Subcontract Documents.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

« »

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of « » (\$ « »), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:
(Insert the numbers or other identification of accepted alternates.)

« »

§ 10.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 10.4 Allowances included in the Subcontract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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ARTICLE 11 PROGRESS PAYMENTS

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.3 Provided an application for payment is received by the Contractor not later than the « » day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a certificate for payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.7, 11.8 and 11.9.

§ 11.4 If the Subcontractor's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

§ 11.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of

values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

§ 11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

§ 11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

§ 11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

§ 11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

§ 11.7.4 Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor.

§ 11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

« »

§ 12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

§ 13.4 The Subcontractor shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.

§ 13.5 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond:

(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

Bond type	Bond amount (\$0.00)	Bond delivery date	Bond form
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§ 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

§ 13.9 WAIVERS OF SUBROGATION

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any (\$0.00)
--	-----------------------

§ 14.2 Specific working conditions:

(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

« »

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

§ 15.3 Retainage and any reduction thereto are as follows:

« »

§ 15.4 The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7.

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401-2007, Standard Form of Agreement Between Contractor and Subcontractor.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

Modification	Date
--------------	------

§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents:

(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)

« »

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

CONTRACTOR (Signature)

« »« »

(Printed name and title)

SUBCONTRACTOR (Signature)

« »« »

(Printed name and title)

Client#: 59119

DAPCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2012

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 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 CONTACT NAME, PHONE (A/C, No, Ext), FAX (A/C, No), E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED, INSURER A, INSURER B, INSURER C, 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Blanket Waiver of Subrogation per Written Contract Re: Darien Board of Education Offices Additional Insured: Town of Darien, Connecticut, its officers, employees and volunteers, Quisenberry Arcari Architects LLC its officers and employees, subcontractors and consultants, RBI Consultants, Inc. its officers and employees, Dappreio Construction & Development LLC its officers and employees. The Town of Darien will be the certificate holder. (See Attached Descriptions)

CERTIFICATE HOLDER: Town of Darien, 2 Renshaw Rd, Darien, CT 06820. CANCELLATION: 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

DESCRIPTIONS (Continued from Page 1)

Above policies are on a primary non contributory basis.

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: Wilson Elser LLP 150 East 42nd Street New York, NY 10017	PROJECT: Wilson Elser LLP 125 Broad, 4th Floor 125 Broad St, NY, NY	APPLICATION NO: 002	Distribution to: OWNER: <input checked="" type="checkbox"/> X ARCHITECT: <input checked="" type="checkbox"/> X CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/>
FROM CONTRACTOR: Dappreio Construction & Dev. 1 Trap Falls Rd, Suite 601 Shelton, CT 06484	VIA ARCHITECT: John Francis Borrelli Architect, P.C. 9 East 38th Street, New York, NY 10016	PERIOD TO: June 30, 2011	CONTRACT FOR: Construction Management
		CONTRACT DATE: May 01, 2011	CONTRACTOR: May 01, 2011
		PROJECT NOS: NYC / 1102 / 11	FIELD: :

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$3,191,000.00		
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00	CONTRACTOR:	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$3,191,000.00	By: _____	Date: _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$847,200.00		
5. RETAINAGE:			
a. 10 % of Completed Work			
(Column D + E on G703: _____)	\$847,200.00		
b. 0 % of Stored Material			
(Column F on G703: _____)	\$0.00		
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$84,720.00		

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$658,571.40
(Attach explanation if amount certified differs from the amount applied. Initial all-figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

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AIA® Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Demolition	80,000.00	59,700.00	0.00	0.00	0.00	59,700.00	74.63%	20,300.00	5,970.00
2	Millwork	397,000.00	0.00	80,000.00	0.00	0.00	80,000.00	20.15%	317,000.00	
3	Glass & Glazing	12,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
4	Doors, Frames & Hardware	64,000.00	0.00	13,000.00	0.00	0.00	13,000.00	20.31%	51,000.00	0.00
5	Drywall & ceilings	711,200.00	0.00	50,000.00	0.00	0.00	50,000.00	7.03%	661,200.00	0.00
6	Ceramic Tile	35,790.00	0.00	0.00	0.00	0.00	0.00	0.00%	35,790.00	0.00
7	Carpet & Resilient Fir	72,700.00	0.00	0.00	0.00	0.00	0.00	0.00%	72,700.00	0.00
8	Paint & Wallcover	134,500.00	0.00	48,250.00	0.00	0.00	48,250.00	35.87%	86,250.00	0.00
9	Fire Protection	136,200.00	0.00	88,000.00	0.00	0.00	88,000.00	64.61%	48,200.00	0.00
10	Plumbing	29,000.00	2,000.00	0.00	0.00	0.00	2,000.00	6.90%	27,000.00	200.00
11	HVAC	296,000.00	14,500.00	181,570.00	0.00	0.00	196,070.00	66.24%	99,930.00	1,450.00
12	Electrical	614,000.00	18,000.00	85,000.00	0.00	0.00	103,000.00	16.78%	511,000.00	1,800.00
13	Window Treatments	3,430.00	0.00	0.00	0.00	0.00	0.00	0.00%	3,430.00	0.00
14	Phone/Data	78,867.00	0.00	28,770.00	0.00	0.00	28,770.00	36.48%	50,097.00	0.00
15	Security	17,200.00	0.00	0.00	0.00	0.00	0.00	0.00%	17,200.00	0.00
16	Appliances	18,156.00	0.00	18,156.00	0.00	0.00	18,156.00	100.00%	0.00	0.00
17	Misc. Metals	19,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	19,500.00	0.00
	Change Orders	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
AL-15	Expedite HVAC	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
6	General Conditions	226,000.00	13,491.00	67,000.00	0.00	0.00	80,491.00	35.62%	145,509.00	1,349.10
7	Contingency	100,457.00	0.00	28,500.00	0.00	0.00	28,500.00	28.37%	71,957.00	0.00

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User Notes:

(1850029672)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)		
8	Insurance	52,000.00	2,778.00		15,500.00	0.00	18,278.00	35.15%	33,722.00	277.80
9	Fee	93,000.00	4,985.00		28,000.00	0.00	32,985.00	35.47%	60,015.00	498.50
	GRAND TOTAL	3,191,000.00	115,454.00		731,746.00	0.00	847,200.00	26.55%	2,343,800.00	11,545.40

DRAFT

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User Notes:





Dappreio Construction & Development, LLC
1 Trap Falls Rd., Suite 601, Shelton, CT 06484
Phone: 203-513-8140 Fax: 203-513-8329
www.dappreio.com

Background and History of Key Personnel

George Preininger has combined his solid experience in architecture and design, construction management, finance and administration to create a strong management team. Together, they provide products and solutions that clearly show how well they listen to their clients.

GEORGE J. PREININGER III – Project Executive / Principal

Clients return to George and Dappreio again and again because they understand through experience that he will guarantee true value for their investment, fair dealing and professional attention at every project phase. That attention is characterized by his keen sensitivity to the needs of architects and designers as well as clients. He demands the highest level of service of himself and of everyone at Dappreio. Motivated by pride of achievement, unflinching belief in Dappreio's work, and a client oriented approach, George requires on-time and within-budget delivery of service.

Areas of Focus: Business development, Client Pre-presentation, Project direction, Operations
Experience: More than 30 years experience in Construction Management, General Contracting and design/build

JOHN J. GUNNOUD JR. - Project Manager / Chief Estimator

John has been involved in the construction field for forty years. Whether estimating, providing project management or field supervision, customer satisfaction has been key to his project approach during this time period. The repeat, satisfied customer whether it is for the estimate response, the startup and or finish of each project he has always worked towards providing the customer with the service they need, with the idea of getting another project with the same customer.

Areas of Focus: Budgets, Hard Costs and Soft Cost Estimates, Conceptual Budgeting, Project Direction and Operations
Experience: More than 40 years experience in General Contracting, Construction Management and Design/Build.

AYESHA MOSHETTE. – Office Manager

Ayesha is an experienced construction professional whose versatility in the industry has equipped her with the knowledge to undertake a number of roles. Her accomplishments can be attributed to her exceptional interpersonal and communication skills, attention to detail and unparalleled work ethic.

Areas of Focus: AIA Contracts, Project Application, Budgeting, Human Resource Officer, Accounts Payable and Accounts Receivable.

Experience: More than 10 years experience in General Contracting, Construction Management.



STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

DAPPREIO CONSTRUCTION & DEVELOPMENT LLC

1 TRAP FALLS RD STE 601
SHELTON, CT 06484-4697

is certified by the Department of Consumer Protection as a

MAJOR CONTRACTOR

Registration # MCO.0902792

Effective: 07/01/2012

Expiration: 06/30/2013



William M. Rubenstein, Commissioner





Dappreio Construction & Development, LLC
1 Trap Falls Rd., Suite 601, Shelton, CT 06484
Phone: 203-513-8140 Fax: 203-513-8329
www.dappreio.com

Construction Close-out Services

Dappreio's procedure for completing and closing out projects is designed to be as swift and efficient as possible. Following completion of the actual construction, Dappreio works closely with the client, project manager and architect to implement the following activities:

1. Coordinate the development, approval and expeditious completion of punch lists in close coordination with the project manager and architects. Prepare certificates of substantial and final completion, if required.
2. Assist the client in securing all consents, permits, licenses and other approvals necessary for the proper completions of the project. Secure from project team and transmit to client all required guarantees, warranties, affidavits, releases, bonds, waivers, keys, manuals and "as-built" drawings.
3. Coordinate the submission of operating manuals and similar instruction – with approval of the project manager and architect – to ensure that all items required by the contract documents are included.
4. Supervise any final testing and inspections required by public authorizes.
5. Receive, check, and forward all releases of claims required prior to issuing final certificates of completion and final payment to subcontractors. Determine value of any uncorrected work and recommend withholding of payments to subs where necessary.
6. Assist with the final close-out of the project, coordinate all actives required for an orderly and efficient move-in to the space, and ensure that the client has received all project documents.
7. Monitor and coordinate preparation of "as-built" drawings of the entire project. Submit complete "as-built" drawings for client's records upon project completion.
8. Follow up on construction, installation and move-in activities to assure that operational and maintenance construction items are efficiently addressed. In concert with the project team, prepare a final punch list and implement its completion as expeditiously as possible.
9. Remain available after move-in for maintenance construction work.



COMPLETED PROJECTS



Dappreio Construction & Development, LLC
1 Trap Falls Rd., Suite 601, Shelton, CT 06484
Phone: 203-513-8140 Fax: 203-513-8329
www.dappreio.com

EDUCATION PROJECTS

Western CT University- Grasso Hall Renovation

Architect: Kenneth Boroson Architects

Owner: Western Connecticut State University

Contact: Peter Visentin

Contact Number: (203) 942-5807

Project Cost: \$ 190,000.00

Darien Board of Education

35 Leroy Avenue Darien, CT

Renovations to an existing building

Architect: Quisenberry --Arcari Architects

Owner: Town of Darien

Contact: John Ryan

Contact Number: (646) 734-8369

Project Cost: \$2,600,000.00

Hagaman Memorial Library

227 Main Street, East Haven, CT

Addition and Renovations to the Library

Architect: Tuthill & Wells Architects, LLC

Owner: Hagaman Memorial Library

Contact: Karen Jensen

Contact Number: (203) 468-3890/3892

Project Cost: \$275,000.00

MUNICIPALITIES PROJECTS

Stratford Little League Control Building

1 Dorne Drive, Short Beach, Stratford, CT

Construction of the Little League Concession Building owned by Town of Stratford

Architect: Robert Tobin Architects

Owner: Town of Stratford, CT

Contact: Keith Ferrara

Contact Number: 203-378-1046

Project Cost: \$ 260,000.00

Exterior Restoration to the Glenbrook Fire House

17 Arthur Place, Stamford, CT

Architect: Partners for Architecture

Owner: City of Stamford

Contact: Nancy Ormsby-Flynn, RA

Contact Number: (203) 977-4637

Project Cost: \$103,500.00

MEDICAL PROJECTS

Stamford Hospital Multiple Projects

30 Shelburne Road, Stamford, CT

Owner Contact: Anthony Caputo

Contact Number: (203) 276-7663

Medical office and Lobby Interior and Exterior Repairs

1500 Boston Post Road, Darien, CT

Owner Contact: Michael Marks

Contact Number: (203) 961-6572

Project Cost: \$14,410.00

INTERIOR RENOVATIONS / FIT-OUT PROJECTS

Levy Philips & Konigsberg (Law Firm)

800 3rd Ave. New York, NY

Fit-out for law firm

Contact: Moshe Maimon

Contact Number: 212-605-6200

Contract Type: CM at Risk

Project Cost: \$3,380,657.00

Joseph P Day

800 3rd Ave. New York, NY

Lobby/Bathroom renovations

Contract Type: GC

Contact: Rich Teichman

Contact Number: 212-779-9772

Project Cost: \$ 100,254.83.00

Wilson Elser LLP (Law Office in NYC)

125 Broad Street, New York, NY

Fitup for law office, 30,000 SF

Architect: Francis Borrelli Architects

Contact: John Borrelli

Contact Number: 212-685-7354

Owner: Wilson Elser, LLP

Contact: Robert Roarke

Contact Number: 914-323-7000

Project Cost: \$3,100,000.00

Wilson Elser LLP (Law Office in Baltimore)

500 East Pratt Street, Baltimore, MD

Fitup for law office, 15,000 SF

Architect: Francis Borrelli Architects

Contact: John Borrelli

Contact Number: 212-685-7354

Owner: Wilson Elser, LLP

Contact: Robert Roarke

Contact Number: 914-323-7000

Project Cost: \$1,300,000.00

Wilson Elser LLP, Louisville KY Interior Fit-Out

100 Mallard Creek Road, Louisville, KY

Architect: Francis Borrelli Architects

Owner: Wilson Elser, LLP

Contact: Robert Roarke

Contact Number: (914) 323-7000

Project Cost: \$700,000.00