CONSTRUCTION MANAGEMENT AGREEMENT

This Construction Management Agreement ("Agreement") effective as of May 21, 2014 is by and between Northeast PreConstruction Ventures, Inc., a corporation having a mailing address of PO Box 215, Fairport, NY 14450 10901 ("Construction Manager" or "CM"), and Fairport Public Library, an educational corporation chartered by the Regents of the State of New York pursuant to Article 5 of the Education Law of the State of New York, having an address of 1 Village Landing, Fairport, NY 14450 ("Owner").

RECITALS:

WHEREAS, Owner intends to renovate and restore expand the Fairport Public Library located at 1 Village Landing, Fairport, NY 14450, as is more particularly described in Schedule A (the "Project"); and

WHEREAS, Owner desires to retain CM to provide certain project management and construction consulting services in connection with the Project; and

WHEREAS, CM desires to perform such services as described in this Agreement.

NOW, THEREFORE, Owner and CM hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

CM agrees to perform the services identified in Schedule B (the "Services"), which is attached to, and is part of, this Agreement, in accordance with the terms of this Agreement. In addition to the Services set forth in Schedule B, CM shall provide the following Pre-Construction and Construction Phase services:

Pre-Construction Phase

(a) Meet with Owner and any involved agencies or organizations (collectively, the "Involved Organizations"), to review and discuss the Project and develop a consensus as to cost, schedule and design and construction objectives.

(b) Prepare, for Owner's review and approval, requests for proposals from contractors to perform work on the Project.

(c) Review, and consult with Owner regarding, bid packages received from Contractors;

(d) Participate in planning sessions with Owner, Owner's counsel and any Involved Organizations.

(e) Assist Owner and the design and construction teams with permitting related issues.

Construction Phase

(a) Provide administrative, management and related services to coordinate scheduled activities and responsibilities of any contractors engaged on the Project and the design team with each other to manage the Project in accordance with the latest approved cost estimate and Owner's Project budget, the Project schedule agreed between Owner, the selected contractors and the CM (the "Project Schedule") and the contract documents identified in the agreements negotiated with the selected contractors and the design team (the "Contract Documents").

(b) Update and reissue the Project Schedule as required to show current conditions. If an update indicates that the previously approved Project Schedule may not be met, the CM shall recommend corrective action to the Owner.

(c) Use best efforts to obtain satisfactory performance from each of the contractors and the design team and recommend courses of action to the Owner when requirements of a contract are not being fulfilled.

(d) Monitor the approved cost estimate and show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with such approved estimate.

(e) Develop cash flow reports and forecasts for the Project and advise the Owner as to variances between actual and budgeted or estimated costs. Provide detailed written monthly progress reports describing work completed during the preceding month, percentage of work completed to date, cost of work completed to date, percentage of budget utilized to date, change orders requested and approved, and identifying any variances from schedule or cost projections or noteworthy situations, all in a form that is capable of being submitted to and understood by Owner and the Involved Organizations.

(f) Maintain accounting records for authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and other work requiring accounting records. All accounting records shall be maintained in a manner and level of detail that is acceptable to the Owner, its accountants, and the Involved Organizations and that is in accordance with generally accepted accounting and auditing practices.

(g) Develop and implement procedures for the review and processing of applications for payment from any contractors working on the Project and the design team for progress and final payments.

(h) Based on its observations and evaluations of each application for payment, review and certify the amounts due to the contractors working on the Project and the design team and submit such certification and application for payment, together with periodic draw requests, in a form acceptable to Owner and the Involved Organizations, to

Owner for review and approval and, upon such approval, to the applicable Involved Organization. In the event Owner fails to respond to any such submission within seven (7) days, Owner's approval shall be deemed given. Upon receipt of Owner's approval of each application for payment, CM shall be authorized to sign, as agent of Owner, any documents necessary to complete the requisition process.

(i) Determine in general that the work performed by any contractors engaged on the Project or the design team is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the work. The CM, as agent for the Owner, shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. The CM, as agent for the Owner, in consultation with the design team and Owner, may reject work which does not conform to the requirements of the Contract Documents.

(j) Review requests for changes, assist in negotiating change order proposals, submit recommendations to Owner, and, if they are accepted, review change orders, construction change directives or other contract modifications which incorporate the design team's modifications to the Contract Documents.

(k) Assist the Owner in the review, evaluation and documentation of any claims pursuant to the applicable construction or design agreements.

(l) In collaboration with the design team and the contractors selected to work on the Project, establish and implement procedures for expediting the processing and approval of shop drawings, product data, samples and other submittals.

(m) Coordinate the correction and completion of the work. Following issuance of a Certificate of Substantial Completion of the work or a designated portion thereof, evaluate the completion of the work and make recommendations to the Owner when work is ready for final inspection. Assist the Owner and any representatives of the Involved Organizations in conducting final inspections.

ARTICLE 2. PERFORMANCE OF SERVICES

Performance shall commence on the date specified in a notice to proceed issued by Owner to CM and shall continue until sixty (60) days after Final Completion of the Project, unless earlier terminated in accordance with the terms of this Agreement.

Additional services, if needed, will be completed within a time frame to be mutually decided and set by the parties to this Agreement. CM shall perform the Services using CM-owned materials, supplies and equipment to the extent possible.

In performing the Services, CM shall assign qualified (and, if required by applicable law, licensed) personnel and perform in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a recognized professional project management and construction consulting

firm performing services of a similar nature in the Upstate New York and that has experience performing such Services for libraries such as the Fairport Public Library (the "Standard of Care'). CM is hereby given notice that Owner will be relying upon the accuracy, competence, and completeness of CM's Services.

CM shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations. In addition, when at the Project, CM and its employees and agents shall comply with all the Owner's personnel safety rules and all applicable conditions or requirements of any permit or authorization, order or directive issued by any court or governmental regulatory agency with jurisdiction over the Project.

ARTICLE 3. CM'S REPRESENTATIONS

CM represents that it is fully experienced and properly qualified to perform the Services as provided under this Agreement and that it is, and will remain for the duration of this Agreement, properly permitted, licensed, equipped, organized and financed to perform such Services.

ARTICLE 4. PROJECT PERSONNEL

It is understood and agreed that Joseph Burkart and Brad Benton shall serve as Project Manager and Project Executive, respectively, and as such shall have the responsibility for the overall supervision and conduct of the Services on behalf of CM. Any change of this Project Manager or Project Executive by CM shall be subject to prior written approval by Owner.

ARTICLE 5. COMPENSATION AND PAYMENT

For satisfactory performance of the Services, or as may be modified by mutual agreement, Owner agrees to compensate CM an amount not to exceed Eighty One Thousand One Hundred Twenty Dollars ($81,120.00), inclusive of reimbursable expenses, as set forth in Schedule C attached hereto.

CM shall submit to Owner a monthly invoice for Services performed and reimbursable expenses properly incurred, prepared in such form and supported by such documents as Owner may reasonably require. Owner will pay the proper amounts due CM within thirty (30) days after receipt by Owner of a properly prepared and completed invoice, or will notify the CM in writing of Owner's reasons for objecting to all or any portion of the invoice submitted by the CM. Any portion of the invoice not objected to in writing will be paid as provided above. However, the failure by Owner to object, or payment made by Owner, shall not constitute a waiver of any claim or objection which Owner may have, nor shall any failure to object or make payment bar Owner from refusing to make payment because of a breach by CM of any warranty, representation or condition of this Agreement.

ARTICLE 6. INDEPENDENT CONTRACTOR

Except as otherwise expressly provided in this Agreement or otherwise authorized in writing by Owner, in performing the Services and incurring expenses under this Agreement, CM shall operate as, and have the status of, an independent contractor and shall not act as agent or be an agent of Owner. As an independent contractor, CM shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for CM's personnel engaged in the performance of the Services.

ARTICLE 7. ASSIGNMENT

CM shall not assign any of its rights, interests or obligations under this Agreement or subcontract any of the Services to be performed by it under this Agreement without the express written consent of Owner. Any subcontract or Assignment shall be subject to all terms of this Agreement. Owner shall have the right to assign this Agreement to a third party upon notice to CM.

ARTICLE 8. CONFIDENTIALITY

a. For purposes of this Article:

(1) The term "Confidential Information" as used herein means all material and information, whether written or oral, received by CM from or through Owner or any other person connected with the Project, or developed or otherwise received or obtained by CM in connection with the Project or the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports and other documents, in draft or final form, including any documentation or data relating to the results of investigations, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

(2) The term "CM" as used herein includes all officers, directors, employees, agents, representatives and subconsultants of the CM.

b. CM shall mark all Confidential Information as "Privileged and Confidential" and keep all Confidential Information in a secure location within CM's offices. Owner shall have the right, but not the obligation, to enter CM's offices in order to inspect the arrangements of CM for keeping the Confidential Information secure. No inspection by Owner shall relieve CM of the responsibility for the performance of its obligations hereunder.

c. CM shall hold the Confidential Information in trust and confidence, shall not disclose the Confidential Information or any portion thereof to any third party without the prior written consent of Owner, and shall not use the Confidential Information or any portion thereof for any purpose whatsoever except in connection with the performance of the Services under the Agreement.

d. CM shall notify Owner immediately upon receipt by CM of any request for Confidential Information. CM is not prohibited by this Article from disclosing portions of the Confidential Information if, and to the extent that, such portions have become generally available to the public other than by an act or omission of CM or any of its subcontractors, or disclosure of such portions is required by subpoena, warrant or court order; PROVIDED, however, that, in the event that any third party, including but not limited to a governmental employee, officer or entity, requests all or a portion of the Confidential Information, CM shall oppose such request and cooperate with Owner in obtaining a protective order or other appropriate remedy unless and until Owner in writing (i) waives compliance with the provisions of this Article or (ii) determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or Owner waives compliance with this Article or determines disclosure is legally required, CM shall disclose only such portions of the Confidential Information that, in the opinion of Owner, it is legally required to disclose, and CM shall use its best efforts to obtain from the party to whom the Confidential Information is disclosed written assurance that confidential treatment will be accorded to such portions of the Confidential Information as are disclosed.

e. To the extent the copies of documentary Confidential Information are authorized by Owner to be retained by CM, they shall be retained in a secure location in CM's office for a period of six (6) years after completion of the Services or termination of this Agreement, and thereafter, disposed of at Owner's direction.

ARTICLE 9. OWNERSHIP OF DOCUMENTS

Notwithstanding any other provision herein to the contrary:

a. Without payment of additional compensation to the CM, any documents prepared by the CM for this Project shall become the Owner's property upon completion, cancellation, suspension or termination of the Services or this Agreement and upon payment of all sums due to the CM for work properly performed. Reproducible copies of the original documents shall be turned over to the Owner at that time in a format reasonably acceptable to Owner.

b. Reuse of any of these documents by the Owner shall be at Owner's risk. The CM shall be permitted to retain copies, including reproducible copies, of any or all documents for such use as it may require, except that use of any document without substantial modification shall be attributed to the Owner and shall have Owner's prior written consent. Any such re-use by the CM shall be at its own risk.

c. To the extent that the Owner has paid for the CM's Services under this Agreement, the CM hereby grants to the Owner a non-exclusive, perpetual, royalty-free license to the intellectual property embodied in the documents prepared by the CM in connection with the Project. Owner may make any changes, additions, and deletions thereto, all without further permission or consent of the CM, although the CM shall not be liable to the Owner or any third party as a result of any such changes, additions, or deletions. Owner agrees to indemnify, defend and hold harmless CM from and against

any damages, losses, costs or expenses (including reasonable attorneys' fees) arising out of any such changes, additions or deletions by Owner.

ARTICLE 10. INSURANCE

CM shall maintain, or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Worker's Compensation insurance, public liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to Owner who have been fully informed as to the nature of the Services to be performed and who are authorized to do business in the State of New York. Except for Worker's Compensation, Owner and the Involved Organizations shall be additional insureds on all such policies (CG 2010 endorsement or its equivalent) with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of CM and not those of Owner and the Involved Organizations. Notwithstanding anything to the contrary in this Agreement, CM irrevocably waives all claims against Owner for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this Article 11. The provisions of insurance by CM shall not in any way limit CM's liability under this Agreement.

Type of Coverage	Limits of Coverage
Worker's Compensation	Statutory
Employer's Liability or similar insurance	$1,000,000 each occurrence
Automobile Liability Bodily Injury Property Damage	$1,000,000 aggregate $1,000,000 each occurrence
Comprehensive General Liability, including broad form contractual liability, bodily injury, and property damage	$2,000,000 aggregate $1,000,000 each occurrence

Prior to commencing the Services, CM shall provide to Owner certificates of insurance evidencing the above coverages and additional insureds, and copies of required endorsements. CM shall submit to Owner upon Owner's request certificates of insurance evidencing CM's ongoing compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on

behalf of Owner with respect to its interests, and (ii) it shall not be canceled, including without limitation, for non-payment of premium, or materially amended without thirty (30) days' prior written notice to Owner. If CM fails to obtain or maintain any of the foregoing insurance, Owner shall have the right, but not the obligation, to obtain same on CM's behalf and to offset the cost of doing so against any amounts owing to CM hereunder.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance shall be provided on a "claims made" basis, all such policies shall provide that:

(1) Policy retroactive dates coincide with or precede the CM's start of the performance of the Services (including subsequent policies purchased as renewals or replacements);

(2) CM will maintain similar insurance for at least three (3) years following final acceptance of the Services, including the requirement of adding Owner as an additional insured;

(3) If the insurance is terminated for any reason, CM agrees to purchase an unlimited extended reporting provision to report claims arising from the Services performed for Owner; and

(4) Immediate notice shall be given to Owner of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 11. INDEMNIFICATION

CM agrees to indemnify, defend and hold harmless Owner, the Involved Organizations and their respective officers, directors, employees, representatives, and agents (collectively, the "Indemnified Parties"), against any and all claims, losses, damages, liabilities, costs or expenses (including, without limitation, attorney's fees and costs of litigation and or settlement, whether incurred as a result of a claim by a third party or an indemnitee hereunder) arising out of the Services performed pursuant to this Agreement, except to the extent arising out of the negligence or willful misconduct of the Indemnified Party that is seeking to be indemnified.

ARTICLE 12. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DISCREPANCIES

In the case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, CM shall submit the matter immediately to Owner for clarification. Any Services affected by such conflicts, discrepancies, errors or omissions which are performed by CM prior to clarification by Owner shall be at CM's risk.

ARTICLE 13. RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be CM's responsibility to correct, in a timely fashion and at CM's sole expense, any deficiencies in its Services resulting from CM's failure to act in accordance with the Standard of Care, provided such deficiencies are reported to CM within one hundred twenty (120) days after completion of the Services.

ARTICLE 14. TERMINATION

Owner may, by written notice to CM effective upon receipt, terminate this Agreement in whole or in part at any time (subject to the provisions of Article 16 of this Agreement), either for Owner's convenience or for the default of CM, provided, however, that such termination shall not relieve Owner of its obligation to pay charges justly due CM for Services properly performed and expenses properly incurred prior to such termination. Upon termination, CM shall deliver to Owner all documents required to be delivered pursuant to Articles 10 and 11.

ARTICLE 15. SURVIVAL OF OBLIGATIONS

CM's obligations, and those of CM's employees, agents, successors and assignees assumed pursuant to Articles 3 (CM's Representations), 8 (Confidentiality), 9 (Ownership of Documents), 11 (Indemnification), and 13 (Responsibility to Correct Deficiencies) shall survive completion of Services, expiration or termination of this Agreement.

ARTICLE 16. FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party, and which by that party's exercise of due diligence and foresight could not reasonably have been avoided. Upon removal of such cause, the party affected shall resume its performance as soon as reasonably possible. Neither CM's financial inability to perform nor an event which could have been prevented had CM acted in accordance with the Standard of Care shall be deemed to be an event of Force Majeure.

ARTICLE 17. WAIVER

The failure of Owner to enforce, at any time, the provisions of this Agreement does not constitute a waiver of such provisions in any way or waive the right of Owner at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. None of the conditions of this Agreement shall be considered waived by Owner unless such waiver is explicitly given in writing by Owner. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions.

ARTICLE 20. ENTIRE AGREEMENT AND SEVERABILITY

The rights and obligations of the parties, and their respective agents, successors and assignees, hereunder shall be subject to and governed by this Agreement, including Schedules A, B and C, which supersedes any other understandings or writings between the parties. No changes, amendments or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. The invalidity of one provision, or invalid application thereof, of this Agreement shall not affect the validity of any other provision or any other application of any provision of the Agreement.

ARTICLE 21. DISPUTE RESOLUTION

(a) Any controversy or claim arising out of or relating to this Agreement or the breach hereof, shall be subject to good faith negotiation and/or mediation as a condition precedent to binding dispute resolution. Owner and the CM will attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof by negotiations between representatives of each party who have authority to settle the controversy. The disputing party shall give the other party written notice of the dispute, which notice shall include a general description of the dispute, and the name and title of the individual who will represent that party. The representatives shall meet at a mutually acceptable time and place within seven (7) calendar days after the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

(b) If good faith negotiations are not successful, the parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their 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 Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event,

mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 45 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If binding dispute resolution is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

(c) If the dispute has not been settled within 45 calendar days after the date of the disputing party's notice under Section 16(a) above, and if both parties consent to arbitrate the dispute, the dispute shall be arbitrated in the County of Monroe, State of New York in accordance with the Rules of the American Arbitration Association. If both parties consent, the arbitration will be a binding arbitration, in which case, the judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. If the parties do not agree on the selection of one arbitrator, each party shall select one arbitrator and the two arbitrators shall select a third arbitrator. Each party shall pay their own costs, including reasonable attorneys' fees and costs, of the arbitration and each party shall pay 50 percent of the arbitrator's or arbitrators', as the case may be, fees and costs.

(d) If either of the parties does not consent to arbitrate a dispute or if either of the parties does not consent to binding arbitration, any lawsuit or proceeding regarding or relating to an unresolved dispute between the parties, regardless of whether there are other parties to the dispute, shall be commenced and filed in the state or federal court located in Monroe County, in the State of New York. Both parties hereby consent to the exclusive jurisdiction of either of the above courts, and waive any argument of forum non conveniens with respect to both of the above forums and agree that either of the above courts have personal jurisdiction over both parties.

(e) The CM shall and shall cause its subconsultants, if any, to continue full performance under this Agreement pending the above claim resolution procedures and the ensuing arbitration or litigation proceedings, if any, unless and until either Owner or the CM terminates this Agreement or the Final Completion Date occurs.

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IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be deemed effective as of the date first written above.

CONSTRUCTION MANAGER:

NORTHEAST PRECONSTRUCTION VENTURES, INC.

By: _____

Printed Name: _____

Title: _____

Dated: _____, 201_

OWNER:

FAIRPORT PUBLIC LIBRARY

By: _____

Printed Name: _____

Title: _____

Dated: _____, 201_

Schedule A

PROJECT DESCRIPTION

Schedule B

SCOPE OF SERVICES

Schedule C

COMPENSATION

Phase	Period	Duration (weeks)	Hrs. / week	Hrs. / Phase
Preconstruction	Jun14 - Sep. 14			
Project Manager		16	8	128
Project Exec.				0
Construction	Oct. 14 - Mar 15			
Project Manager		26	32	832
Project Exec.		26	8	208
Post Construction	Apr 15			0
Project Manager		4	20	80

Project Manager	1040	hours
Rate	$60	per hour
	$62,400	
Project Executive	208	hours
Rate	$90	per hour
	$18,720	
Not to Exceed Amount	$81,120	