

**OWNER BUILDER AGREEMENT**

**FOR**

**PROJECT: CONSTRUCTION SERVICES-7<sup>TH</sup> FLOOR CONVENTUS CENTER FOR COLLABORATIVE MEDICINE  
FIT-UP**

**Owner: Fort Schuyler Management Corporation  
100 Seymour Road  
Utica, New York 13502  
Attention: Alicia Dicks, President**

**Builder:  
LP Ciminelli, Inc.  
2421 Main Street  
Buffalo, New York  
Attention:**

## OWNER BUILDER AGREEMENT

This Owner Builder Agreement ("Agreement") is effective as of October 31, 2014 ("Effective Date") and is between **Fort Schuyler Management Corporation**, having an office at 100 Seymour Road, Utica, New York 13502, ("Owner"), and LP Ciminelli, Inc., a corporation organized and existing under the laws of the state of New York with offices located at 2421 Main Street, Buffalo, New York ("Builder").

**WHEREAS**, Owner desires to engage Builder to provide the construction of build out of the +/- 47,000 gross square foot 7<sup>th</sup> Floor of the Conventus Center for Collaborative Medicine ("Facility") on that certain real property presently under construction at 1001 Main Street, Buffalo New York; and

**NOW, THEREFORE**, Owner and Builder agree as follows:

1. BUILDER'S DUTIES AND STATUS

1.1 Builder agrees to use its best efforts to furnish project construction, project management, administration and superintendence and to furnish at all times an adequate supply of workmen and materials and to perform the Work in a manner that is consistent with the best interests of Owner, as set forth in this Agreement.

2. THE ARCHITECT

2.1 CHA Consulting, Inc., will act as the architect ("Architect") to perform the design and engineering work required under the Contract Documents. The Builder agrees to work collaboratively with all Owner selected design firms, including but not limited to the Architect.

3. WORK, STIPULATED SUM, TIME OF COMPLETION

3.1 Unless otherwise expressly stipulated, the Builder shall perform all Work and provide and pay for all materials (including transportation thereof), labor, tools, equipment, and utilities, including, but not limited to, temporary utilities not provided by Owner and necessary for the proper execution and completion of all the Work required under the Contract Documents and designated in the scope of work ("SOW") in Exhibit A of this Agreement to be performed by the Builder. The Drawings and Specifications shall become part of the Contract Documents, and Builder shall perform all Work and provide and pay for all materials (including transportation thereof), labor, tools, equipment, and utilities, including, but not limited to, temporary utilities not provided by Owner and necessary for the proper execution and completion of all the work shown in said Drawings and Specifications, and all work, materials and equipment inferable therefrom, necessary to produce the Intended result.

3.2 BUILDER'S TASKS AND DUTIES

3.2.1 Basic Services

Unless otherwise expressly stipulated, in addition to the requirements in Paragraph 3.1 of this Agreement, Builder shall provide or cause to be provided all construction management services and all contract administrative duties required hereunder necessary for the proper execution and completion of all the Work called for in the SOW attached hereto as Exhibit A ("Basic Services").

### 3.2.2. Construction Phase-Administration of the Construction Contract

3.2.2.1. A Construction Phase will commence with the award of the initial contract for construction or upon the issuance of a notice to proceed and together with the Builder's obligation to provide Basic Services under this Agreement will end when Builder issues a Certificate for Final Payment.

3.2.2.2. Unless otherwise provided in this Agreement and/or in the Contract Documents, the Builder shall provide administration of the contracts for construction as required by this Agreement.

3.2.2.3. The Builder shall advise and consult with the Owner on all matters during the Construction Phase. All instructions to the Contractors shall be forwarded through the Builder. The Builder shall have authority to act on behalf of the Owner only to the extent provided in this Agreement or in the General Conditions.

3.2.2.4. In addition to the Basic Services required above and elsewhere in this Agreement, the Builder shall provide as-builts in accordance with the following. Pursuant to the General Conditions, the Builder shall maintain at the site one record copy of all Drawings, Specifications, addenda, Change Orders and other modifications marked to record changes and selections made during construction and depicting the Work as installed. Information to be shown shall include, without limitation, structural, mechanical, electrical and other basic building and site work systems, with particular attention paid to items of Work which will be buried or otherwise covered in the completed Work, such as underground utilities, piping and conduit in walls and chases, structural elements encased in concrete or masonry, etc. Such recording of information shall include final and actual sizes as well as location and elevation by offset distances in feet and inches to permanent visible and accessible structures. During the Builder's and Architect's periodic inspections, Builder and Architect shall review such marked contract drawings for correctness and completeness. At completion of the Work, the Builder will be required to submit prints of the record drawings to the Architect for review. Builder shall review such record drawings and make necessary changes to correctly reflect, based upon Builder's and Architect's periodic visits to the project, the as-built status of the project. The Builder shall prepare a complete set of all contract drawings on electronic media, (autocad and pdf formats) and compatible with Owner's computer system, showing significant changes in the Work made during construction based on marked-up prints, drawings and other data. Such record drawings shall be signed and dated by the Builder and delivered to and accepted by Owner prior to and as a condition precedent to final payment to the Builder.

3.2.8. Additional Basic Services. In addition to Builder's duties set forth in the General Conditions and above:

3.2.8.1. The Builder shall make a detailed survey of existing buildings affected by the Project to determine existing conditions which could adversely affect the preparation of an accurate estimate of construction costs.

3.2.8.2. The Builder shall prepare or cause to be prepared, performance specifications and requests for proposals for: i) the procurement and installation of systems components of the construction; and ii) for procurement of long lead time equipment and materials.

3.2.8.3. RESERVED.

3.2.8.4. With each request for a Change Order affecting the Stipulated Sum, Builder shall submit a proposed revised Stipulated Sum. The Builder shall provide documentation of all changes, accepted by Owner, made in the Stipulated Sum (which may only be changed by a Change Order signed by Owner), so that complete traceability is maintained between the original breakdown and the latest accepted breakdown.

3.2.8.5. Attached hereto as Exhibit C is the preliminary Bar Chart Schedule ("Bar Chart Schedule"), which is hereby accepted by Owner. The Builder may from time to time submit proposed changes to the accepted Bar Chart Schedule, which may or may not be accepted, at Owner's sole election, unless Builder is entitled to a Change Order extending the time of performance as provided for in the General Conditions. With each Change Order extending Builder's contract time the Builder shall submit a proposed revised schedule. The Builder shall provide documentation of all changes made in the accepted Bar Chart Schedule (see Paragraph 5.5) so that complete traceability is maintained between the original schedule and the latest accepted schedule.

3.2.8.6. The Builder shall prepare all procurement and construction cost estimates. The Builder shall prepare preliminary estimates as requested in support of the design process and shall prepare final cost estimates for all early procurement of equipment and materials; for all systems components contracts; and for all out of system construction work. The Builder shall notify the Owner whenever the estimated construction cost for any major trade subdivision is tending to exceed the corresponding line item of the latest approved Stipulated Sum or whenever the Project status is such as to preclude meeting the completion schedule.

3.2.8.7. The Builder shall identify, recommend for purchase, and expedite the procurement of equipment, materials and supplies which require long lead time for procurement or manufacture.

3.2.8.8. The Builder shall notify the Owner as appropriate of all filings required to be made with, and all permits to be obtained from, all governmental and quasi-governmental authorities having jurisdiction over the Work sufficiently in advance to permit such filings to be timely and fully made and such permits to be obtained. The

Builder shall make all filings and obtain all permits which are customarily obtained by a builder or general contractor.

4. STIPULATED SUM

4.1 STIPULATED SUM

The Stipulated Sum payable by the Owner for the completion of the Work by Builder is \$\_12,961,548\_, as identified in Exhibit B (the "Stipulated Sum"). In no event shall Owner be required to pay or reimburse Builder for completion of the Work in excess of the Stipulated Sum.

5. TIME OF COMPLETION

5.1 Builder shall proceed with the construction Work with due diligence in accordance with the Project Milestone Schedule in Exhibit E so as to substantially complete all of the Work to be performed by Builder on or before March 17, 2015 and finally as said dates may be extended for such periods of time as Builder is prevented from proceeding, but only by written Change Order in accordance with the provisions of the General Conditions. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**

5.2 Builder shall submit for Owner's acceptance a proposed revised Bar Chart Schedule for the progress of the Work. Said Schedule shall designate the estimated commencement and completion dates for each major trade subdivision of the Work.

5.3 The Builder shall submit drawings and specifications and required bid documents to Owner for Owner's acceptance in accordance with the most current Owner accepted Bar Chart Schedule. The Owner shall use its best efforts to review and accept such submissions within ten (10) business days of receipt. Upon Owner's acceptance, Builder shall commence work under the accepted drawings and specifications to the extent feasible. It is understood that the final contract drawings and final contract specifications may not be complete at the time the Builder commences the construction. The Builder shall diligently proceed with the Work on the basis of accepted drawings and specifications..

5.4. It is specifically understood that Owner will utilize the most current Owner accepted Bar Chart Schedule from time to time to determine final dates upon which to make decisions it must make with respect to the Work. Notwithstanding that Owner is required to review and comment, accept or approve any submissions of the Builder pursuant to this Agreement or any other Contract Documents, such review and comment, acceptance or approval shall not relieve the Builder of its guarantees, warranties or responsibilities to properly construct the Project.

5.5. In the event that Builder's Work is delayed at any time by changes or alterations in the Work not materially caused by fault or omission of Builder, by strikes, by lockouts, by fire, by embargoes, by windstorm, by flood, by earthquake, by acts of war, by changes in public laws, regulations or ordinances enacted after the Effective Date of this Agreement, by acts of public officials not caused by any fault or omission of Builder, the Builder may make written request for a Change Order granting an extension of time in accordance with the provisions of the General

Conditions, which request shall not be unreasonably denied. Builder assumes the risk for delays if any caused by any other reason, except in certain cases, more fully set forth in the provisions of the General Conditions entitling the Builder to an extension in the Contract Time.

5.6. In addition to any requirements for substantial completion in the General Condition, the term "substantially completed" as used herein shall mean completed in such fashion as to enable Owner, upon performance of any separate work to be done by Owner or Owner's separate contractors, to take possession of the work to commence operations and formally accept responsibility (written acceptance) therein with minimal interference from Builder, and that Builder's work is completed except for so called punch list items of a minor nature.

6. PAYMENT

6.1 Owner shall, based upon monthly applications for payment submitted by the Builder, as provided for in the General Conditions, make progress payments for the Owner accepted portion of the Work completed, as determined in the reasonable discretion of Owner, and shall make final payment to the Builder, in accordance with the provisions of the General Conditions. Monthly payments to Builder are forecast to be as shown in Exhibit D under "Construction Spends".

6.2 Builder hereby acknowledges that payment by Owner for Work performed in connection with the Project may be made in part from disbursements to Owner by a Lender or by entities making governmental or other grants ("Funding Entities").

6.3 The Builder shall permit the Lender and their representatives to inspect the Premises. The Lender and their representatives shall comply with all project safety rules, regulations, and guidelines imposed by the Builder.

6.4 No laborer, workman or mechanic in the employ of a contractor or subcontractor engaged in the performance of any of the Work shall be paid less than the prevailing rate of wage. The "prevailing rate of wage," for the intents and purposes of this agreement shall be the rate of wage paid in the locality, as, by virtue of New York State Department of Labor – Prevailing Wages.

6.5 Builder, its' Contractors and Subcontractors shall execute and provide all documents, including but not limited to all certificates, acknowledgments of payment, releases for payments received, and such other documents and reports customarily required by any such Funding Entity or Lender as a condition of its grant, loan or mortgage to Owner, provided such acknowledgments, releases, documents or reports do not conflict with or otherwise materially impair Builder's rights hereunder.

6.6 By an appropriate written agreement, the Builder shall require each Contractor, to the extent of the Work to be performed by the Contractor, to be bound to the Builder by the terms of Paragraphs 6.2 through and including 6.5 and to assume toward the Builder and Owner all the obligations and responsibilities which the Builder, by these paragraphs, assumes toward the Owner.

7. OWNER FURNISHED INFORMATION

7.1 RESERVED.

8. INDEPENDENT CONTRACTOR STATUS

8.1 The Builder shall not be considered an employee of the Owner. The Builder shall at all times be deemed and act as an independent contractor and perform its tasks and duties consistently with such status, and will make no claim or demand for any right or privilege applicable to an officer or employee of the Owner, including but not limited to Workmen's Compensation, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership.

9. WAIVER OF BREACH

9.1 The failure of Owner or Builder at any time to require performance of any provision hereof with respect to a particular matter shall in no way affect the right of Owner or Builder to enforce such provision at a later date with respect to another matter; nor shall the waiver by Owner or Builder of any breach of any provision hereof be taken or held to be a waiver with respect to any succeeding breach of such provision or as a waiver of the provision itself. The acceptance of final payment shall constitute a waiver of all claims by Builder except those previously made in writing and still unsettled.

10. ACCOUNTING RECORDS

10.1 Builder shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Contract. Owner shall be afforded access at all reasonable times to all of Builder's records with regard to the prosecution of the work, and Builder shall preserve all such records for a period of at least three (3) years after Owner has made the final payment hereunder.

11. CONTRACT DOCUMENTS

11.1 The contract ("Contract") between Owner and Builder for the Work consists of the Contract Documents. The Contract Documents, other than the Agreement, are incorporated into the Agreement by reference and the Contract Documents, including without limitation the Agreement, together form the entire Contract by and between Owner and Builder. The Contract Documents consist of:

- o This Agreement;
- o The General Conditions attached to this Agreement;
- o Exhibit A (Scope of Work) of this Agreement;
- o Exhibit B (Stipulated Sum) of this Agreement;
- o Exhibit C (Bar Chart Schedule) of this Agreement;

- Exhibit D (Cash Flow Forecast) of this Agreement;
- Exhibit E (Project Milestones) of this Agreement;
- Change Orders and Change Directives issued or a minor change authorized under the Agreement or the General Conditions and approved by Owner;
- Final Drawings and Final Specifications developed by Architect and approved by the Owner;

11.2 The Contract Documents shall be signed, and/or initialed as appropriate, by Owner and Builder. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The intention of the documents is to include all labor and materials reasonably necessary for the proper execution of the Work. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. All references to this Agreement shall include all exhibits, schedules and other attachments hereto. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the General Conditions attached hereto and made a part hereof.

11.3 In the case of discrepancies between drawings or specifications prepared hereunder those accepted drawings or specifications bearing the latest date shall govern. All drawings and specification changes shall be dated and sequentially recorded. All modifications to drawings and specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

11.4 Wherever in the Contract Documents the term "major trade subdivisions" appears it shall mean the trades performing the subdivisions of the work as set forth in the specifications.

## 12. CONTRACT MODIFICATIONS

12.1 No waiver, alteration or modification of any of the provisions of this Agreement or the Contract shall be binding upon either Owner or Builder unless the same shall be in writing and signed by both Owner and Builder. Change Orders, Change directives, waivers, alterations or modifications of any of the provisions of the Contract Documents shall be of no effect unless signed by the Owner's representative on behalf of Owner.

## 13. NOTICES

13.1 All communications in writing between the parties, including without limitations, applications for payment, shall be deemed to have been received by the addressee if hand delivered to an officer of the corporation for whom they are intended or if sent by registered or certified mail, return receipt requested, or by telegram addressed as follows:

If to Builder:                    LP Ciminelli, Inc.  
    2421 Main Street  
    Buffalo, New York



Attention: Frank L. Ciminelli, II, Senior Executive Vice President

If to Owner: Fort Schuyler Management Corporation  
100 Seymour Road  
Utica, New York 13502  
Attention: Alicia Dicks, President

with a copy to (which copy shall not constitute notice):

College of Nanoscale Science and Engineering  
257 Fuller Road  
Albany, New York 12203  
Attention: Office for Policy and Regulatory Affairs

For the purpose of directions, Builder's representative shall be [Vincent J. Kirsch and Slavic A. Glowczynski] and Owner's representative shall be Thomas O'Brien unless otherwise specified in writing.

14. ASSIGNMENT

14.1 Builder acknowledges and consents to the assignment of the following and/or will cause the assignment of the following, to the extent applicable to Builder, to financial institution(s) of Owner's choosing selected by Owner for the financing of the Project ("Lender(s)"), or to The Research Foundation for the State University of New York, and any lending institution holding a leasehold mortgage granted by Owner (as determined by Owner): (a) the Contract (including without limitation this Agreement), together with any and all extensions, modifications, amendments, replacements and renewals thereof, (b) all major subcontracts, together with any and all extensions, modifications, amendments and renewals thereof which are entered into by Builder in connection with the performance of the Work or the supply of the materials required for the Project; (c) all guarantees, warranties and other undertakings covering the quality or performance of the work or the quality of the materials required by the Contract, contracts and major subcontracts, and (f) to the extent assignable, all building permits, governmental permits, licenses, and authorizations now or hereafter issued. No such assignment of any subcontracts by Builder hereunder shall take effect unless and until Builder shall have defaulted in the performance of its obligations hereunder (after taking into account any applicable notice periods provided for herein).

15. HEADINGS

15.1 The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

16. APPLICABLE LAW

16.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of New York, and the parties hereto agree and consent that the courts of the State of New York have subject matter jurisdiction for any action brought pursuant to this Agreement and that such action shall be brought in Albany County as the proper county for venue for state actions, or in the Northern District of New York as the proper venue for federal actions. The Builder hereby consents to and agrees to submit to personal jurisdiction in New York State and agree that the service of process may be made upon it by personal service at its principal place of business or by the mailing of process to its principal place of business by certified mail, return receipt requested, or in any other manner provided for in the Civil Practice Law and Rules of the State of New York, to obtain personal jurisdiction over it.

17. PUBLIC ANNOUNCEMENTS OR USE OF THIS PROJECT IN MEDIA, SALES, OR INFORMATION SHARING

17.1 Any and all public announcement, information sharing, marketing reference of this Project to the media or any entity for any purpose whatsoever is prohibited, unless granted by the express written authorization of Owner and CNSE.

18. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN.

Builder shall develop and submit to Owner a plan for mentoring women and minority owned business enterprise (WMBE) in the community, for recruiting minority and women employees, and for satisfying the MWBE target requirement for the Work, which is 25% related to the total value of the Work's eligible categories.

19. SUCCESSION OF RIGHTS AND OBLIGATIONS

19.1 All rights and obligations under the Contract (including without limitation this Agreement) shall inure to and be binding upon the successors and assigns of the parties hereto.

20. TERM

20.1 The Term of this Agreement shall be the Effective Date through the completion of the Work.

21. COUNTERPART SIGNATURES

21.1 This Agreement may be signed via facsimile or PDF and in one or more counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute the same Agreement.

22. WAIVERS

22.1 No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or

continuing waiver of any such term, provision, or condition of any other term, provision, or condition of this Agreement.

23. INTEGRATION CLAUSE

23.1 The Contract (including without limitation this Agreement) represents and embodies all the agreements and negotiations between the Parties hereto on the subject matter hereof and no oral agreements or correspondence prior to the date of signing of this Agreement shall be held to vary the provisions hereof.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, signed this Agreement, as of the day and year first above written.

BUILDER

By:

Name:

Title:

Date:

Frank L. Ciminelli II  
FRANK L. CIMINELLI II  
EXEC. SVP  
11/21/2014

OWNER: Fort Schuyler Management Corporation

By:

Name:

Title:

Date:

Alicia Dicks  
Alicia Dicks  
President  
12/11/14

**EXHIBIT A**  
**SCOPE OF WORK**

## EXHIBIT A

### SCOPE OF WORK FOR AMRI FIT-OUT AT THE CONVENTUS MOB

#### ENUMERATION OF CONTRACT DOCUMENTS

##### PROJECT MANUALS:

VOLUME 1 – June 30, 2014 – Project Manual Bid Package #1  
VOLUME 2 – June 13, 2014 – Project Manual Bid Package #1  
VOLUME 1 – July 11, 2014 – Project Manual Bid Package #2  
VOLUME 2 – July 11, 2014 – Project Manual Bid Package #2  
VOLUME 1 – July 14, 2014 – Project Manual Bid Package #3  
VOLUME 2 – July 11, 2014 – Project Manual Fit-Out Package – 100% Submission

##### DRAWINGS:

(NOTE: ALL DRAWINGS ARE DATED 7/11/14 UNLESS OTHERWISE NOTED)

G-001	FIT OUT PACKAGE – COVERSHEET
LS-101	BUILDING CODE SUMMARY
LS-102	LIFE SAFETY PLANS
A-001	GENERAL NOTES, TYPICAL SYMBOLS & ABBREVIATIONS
A-002	TYPICAL MOUNTING HEIGHTS & REQUIRED CLEARANCES
A-003	INTERIOR PARTITION TYPES
A-100	FIRST FLOOR OVERALL FLOOR PLAN
A-101	SEVENTH FLOOR OVERALL FLOOR PLAN
A-110	LEVEL 1 ENLARGED PLAN
A-111	OFFICE ENLARGED PLAN
A-112	BIOCHEMISTRY LAB ENGINEERING PLAN
A-113	MEDICINAL CHEMISTRY LAB ENLARGED PLAN
A-114	COLD ROOM, GLASSWASH AND STORAGE ENGINEERING PLAN
A-115	SCREENING LAB ENLARGED PLAN
A-116	MICROBIOLOGY, INSTRUMENT LAB AND EQUIPMENT ROOM ENGINEERING PLAN
A-117	TECHNOLOGY EQUIPMENT LAB
A-600A	GENERAL LABORATORY SYMBOLS, NOTES & MOUNTING HEIGHTS
A-600B	CASEWORK SCHEDULE
A-601	LABORATORY ELEVATIONS
A-602	LABORATORY ELEVATIONS
A-603	LABORATORY ELEVATIONS
A-604	LABORATORY ELEVATIONS
A-605	LABORATORY ELEVATIONS
A-606	LABORATORY ELEVATIONS
A-607	LABORATORY ELEVATIONS
A-608	LABORATORY ELEVATIONS
A-620	INTERIOR ELEVATIONS
A-621	INTERIOR ELEVATIONS
A-622	INTERIOR ELEVATIONS
A-623	INTERIOR ELEVATIONS
A-624	INTERIOR ELEVATIONS
A-625	INTERIOR ELEVATIONS
A-630	TOILET ROOM ELEVATIONS & DETAILS
A-701	LABORATORY DETAILS

## EXHIBIT A

A-702	LABORATORY DETAILS
A-710	INTERIOR DETAILS
A-711	CEILING DETAILS
A-800	LEVEL 1 REFLECTED CEILING PLAN
A-801	LEVEL 7 REFLECTED CEILING PLANS OVERALL
A-802	LEVEL 7 REFLECTED CEILING PLAN
A-803	LEVEL 7 REFLECTED CEILING PLAN
A-804	LEVEL 7 REFLECTED CEILING PLAN
A-805	LEVEL 7 REFLECTED CEILING PLAN
A-806	LEVEL 7 REFLECTED CEILING PLAN
A-807	LEVEL 7 REFLECTED CEILING PLAN
A-808	LEVEL 7 REFLECTED CEILING PLAN
A-900	DOOR SCHEDULES & DETAILS
A-901	INTERIOR FINISH PLAN, DETAILS & SCHEDULE
FP-001	LEGEND, ABBREVIATIONS AND SYMBOLS
FP-101	FIRST FLOOR PIPING PLAN – NORTH
FP-102	SEVENTH FLOOR PIPING PLAN – NORTH
FP-103	SEVENTH FLOOR PIPING PLAN – SOUTH
M-001	LEGENDS, ABBREVIATIONS AND SYMBOLS
M-101	FIRST FLOOR PLAN – NORTH
M-102	SEVENTH FLOOR DUCTWORK PLAN – NORTH
M-103	SEVENTH FLOOR DUCTWORK PLAN – SOUTH
M-104	PENTHOUSE FLOORPLAN/LOWER ROOF PLAN
M-201	SEVENTH FLOOR MECHANICAL PIPING PLAN – NORTH
M-202	SEVENTH FLOOR MECHANICAL PIPING PLAN – SOUTH
M-501	LABORATORY PRESSURIZATION AIRFLOW
M-601	DETAILS
M-701	SCHEDULES
M-702	SCHEDULES
P-001	LEGENDS, ABBREVIATIONS AND SYMBOLS
P-101	FIRST FLOOR DRAINAGE AND VENT PIPING PLAN
P-102	SIXTH FLOOR DRAINAGE AND VENT PIPING PLAN – NORTH
P-103	SIXTH FLOOR DRAINAGE AND VENT PIPING PLAN – SOUTH
P-104	SEVENTH FLOOR DRAINAGE AND VENT PIPING PLAN – NORTH
P-105	SEVENTH FLOOR DRAINAGE AND VENT PIPING PLAN – SOUTH
P-201	FIRST FLOOR POTABLE AND GAS PIPING PLAN – NORTH
P-202	SECOND FLOOR POTABLE AND GAS PIPING PLAN – NORTH
P-203	SEVENTH FLOOR POTABLE AND GAS PIPING PLAN – NORTH
P-204	SEVENTH FLOOR POTABLE AND GAS PIPING PLAN – SOUTH
P-401	SEVENTH FLOOR POTABLE AND GAS PARTIAL PLAN
P-601	DETAILS
P-602	DETAILS
P-701	SCHEDULES
P-702	SCHEDULES
E-001	ELECTRICAL LEGEND SYMBOLS AND ABBREVIATIONS
E-101	FIRST FLOOR ELECTRICAL POWER PLAN
E-102	SEVENTH FLOOR ELECTRICAL POWER PLAN – NORTH
E-103	SEVENTH FLOOR ELECTRICAL POWER PLAN – SOUTH
E-104	PENTHOUSE/LOWER ROOF PLAN ELECTRICAL POWER PLAN
E-105	PENTHOUSE/LOWER ROOF PLAN ELECTRICAL POWER PLAN
E-201	FIRST FLOOR ELECTRICAL LIGHTING PLAN
E-202	SEVENTH FLOOR ELECTRICAL LIGHTING PLAN – NORTH
E-203	SEVENTH FLOOR ELECTRICAL LIGHTING PLAN – SOUTH
E-301	FIRST FLOOR ELECTRICAL SYSTEMS PLAN
E-302	SEVENTH FLOOR ELECTRICAL SYSTEMS PLAN – NORTH
E-303	SEVENTH FLOOR ELECTRICAL SYSTEMS PLAN – SOUTH

## EXHIBIT A

E-501	ELECTRICAL LIGHT FIXTURE AND FEEDER SCHEDULE
E-502	ELECTRICAL EQUIPMENT SCHEDULE
E-503	ELECTRICAL EQUIPMENT SCHEDULE
E-601	ELECTRICAL ONE-LINE DIAGRAM – EMERGENCY
E-602	ELECTRICAL ONE-LINE DIAGRAM – NORMAL
E-603	ELECTRICAL PANELBOARD SCHEDULES
E-604	ELECTRICAL PANELBOARD SCHEDULES
E-605	ELECTRICAL PANELBOARD SCHEDULES
E-606	ELECTRICAL EMERGENCY PANELBOARD SCHEDULES
E-607	ELECTRICAL PANELBOARD SCHEDULES
E-701	ELECTRICAL DETAILS
E-702	ELECTRICAL DETAILS
E-703	ELECTRICAL DETAILS
C-101-1	SITE LOGISTICS PLAN (DATED 7/1/14)
C-101-2	SITE LOGISTICS PLAN (DATED 7/1/14)

## Exhibit A

For Clarification: The area identified in the Contract Documents as Room 715 Medicinal Chemistry shall not be constructed in this location. FSMC and the Architect are working to relocate this area to the First Floor and will provide the Contractor with revised documents once design is complete. The stipulated sum in this Agreement includes costs to construct the Medicinal Chemistry space as indicated in said Contract Documents. Upon receipt of the revised Medicinal Chemistry documents, the Contractor shall review and provide FSMC with a summary of costs which identify the delta between the value included in the stipulated sum and the cost to construct Medicinal Chemistry in the First Floor space. The stipulated sum in this Agreement will be adjusted by the cost delta with a change order.



**EXHIBIT B**  
**STIPULATED SUM**

EXHIBIT B

Total Cost Summary

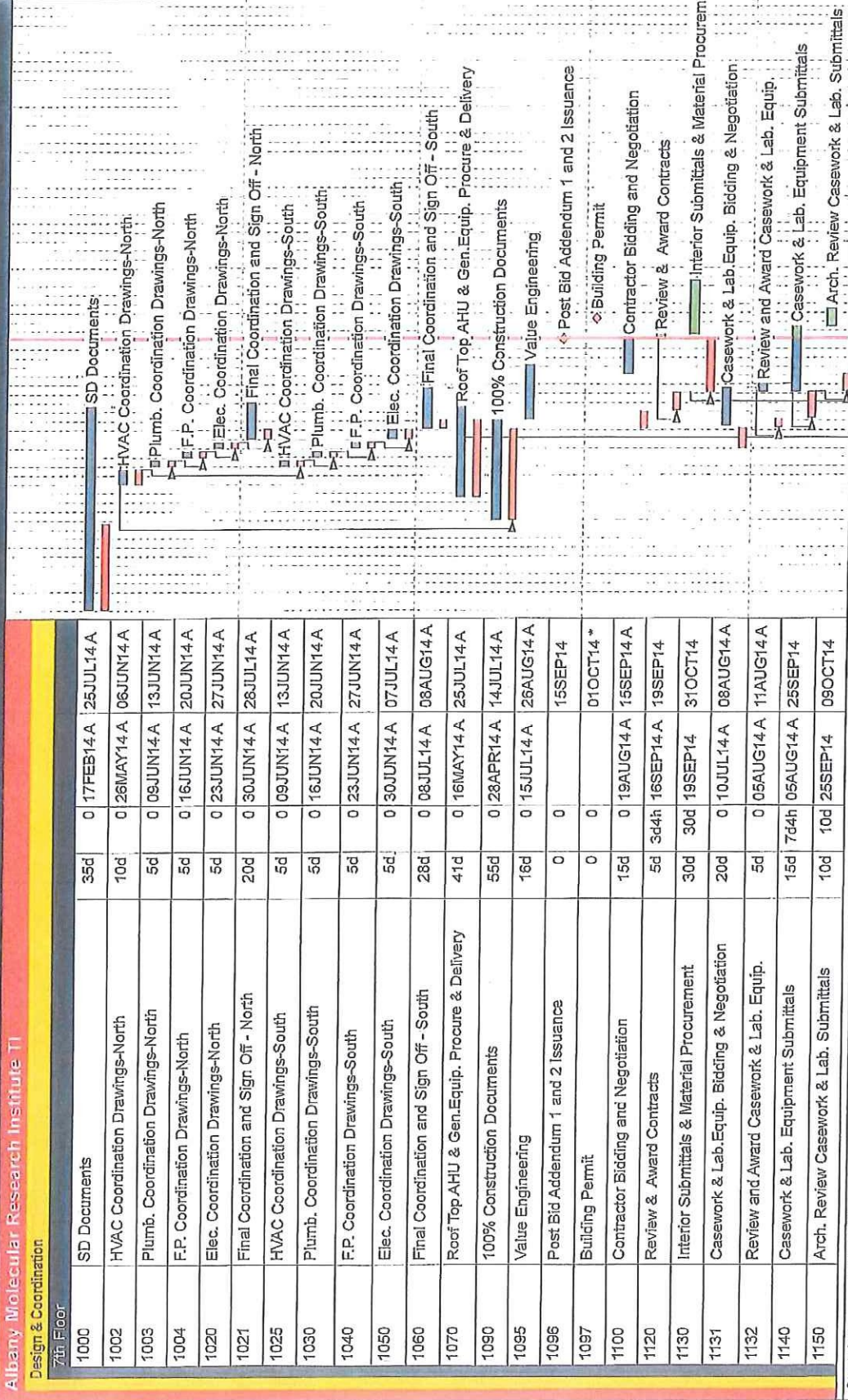
CONVENTUS MEDICAL OFFICE BUILDING - AMRI FIT-OUT

Date: 9.17.2014

Rev. 11.5.2014

Subcontract No.	Subcontract Description	Apparent Low Bidder	Subcontract Value
70701	Firestopping	Firestop Solutions	\$ 26,240
70801	General Trades	Manning Squires Henning Co., Inc.	\$ 1,016,720
70802	Aluminum, Glass & Glazing	Sterling Glass Dual Pane, Inc.	\$ 385,900
70901	Gypsum & Acoustical	Mader Construction	\$ 1,021,235
70902	Ceramic Tile	Tiede-Zoeller Tile Corp.	\$ 14,400
70903	Resilient, Carpet and Resinous	Heritage Contract Flooring	\$ 255,400
70904	Painting	RW Painting Inc.	\$ 58,000
72101	Fire Protection	Davis Ulmer	\$ 99,085
72201	Plumbing	DV Brown	\$ 2,064,600
72303	HVAC	JW Danforth	\$ 2,800,000
72602	Electrical	Frey	\$ 1,925,000
PO-480	GenSet and Gear	Cummins Northeast LLC	\$ 97,994
PO-505	Make Up Air Units	Seasons-4, Inc.	\$ 412,134
PO-501	Vibration Isolation Curbs	Mark W. Schiller Corp.	\$ 44,995
	Controls	Logical Control Solutions	\$ 221,780
	Structural Steel	Allowance	\$ 225,000
	Security	Allowance	\$ 50,000
	Cleaning	Allowance	\$ 45,000
	Scope yet to purchase	Allowance	\$ 199,165
<b>Subtotal:</b>			<b>\$ 10,962,648</b>
<b>Tenant Provided Scope</b>			
71101	Lab Casework and Equipment	Spencer-Virnoche	By FSMC
	CM Reserve		\$ 642,267
	Subguard 1.3%		\$ 150,864
	CM DPE		\$ 578,406
	CM Fee 4%		\$ 493,367
<b>Subtotal:</b>			<b>\$ 1,864,904</b>
<b>Total Construction Cost:</b>			<b>\$ 12,827,552</b>
	Shell Core A/E Fees		\$ 133,996
<b>Total Construction Cost plus Shell Core A/E Fees:</b>			<b>\$ 12,961,548</b>

**EXHIBIT C**  
**BAR CHART SCHEDULE**



Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
1000	SD Documents	35d	0	17FEB14 A	25JUL14 A
1002	HVAC Coordination Drawings-North	10d	0	26MAY14 A	06JUN14 A
1003	Plumb. Coordination Drawings-North	5d	0	09JUN14 A	13JUN14 A
1004	F.P. Coordination Drawings-North	5d	0	16JUN14 A	20JUN14 A
1020	Elec. Coordination Drawings-North	5d	0	23JUN14 A	27JUN14 A
1021	Final Coordination and Sign Off - North	20d	0	30JUN14 A	28JUL14 A
1025	HVAC Coordination Drawings-South	5d	0	09JUN14 A	13JUN14 A
1030	Plumb. Coordination Drawings-South	5d	0	16JUN14 A	20JUN14 A
1040	F.P. Coordination Drawings-South	5d	0	23JUN14 A	27JUN14 A
1050	Elec. Coordination Drawings-South	5d	0	30JUN14 A	07JUL14 A
1060	Final Coordination and Sign Off - South	28d	0	08JUL14 A	08AUG14 A
1070	Roof Top AHU & Gen. Equip. Procure & Delivery	41d	0	16MAY14 A	25JUL14 A
1090	100% Construction Documents	55d	0	28APR14 A	14JUL14 A
1095	Value Engineering	16d	0	15JUL14 A	26AUG14 A
1096	Post Bid Addendum 1 and 2 Issuance	0	0		15SEP14
1097	Building Permit	0	0		01OCT14 *
1100	Contractor Bidding and Negotiation	15d	0	19AUG14 A	15SEP14 A
1120	Review & Award Contracts	5d	344h	16SEP14 A	19SEP14
1130	Interior Submittals & Material Procurement	30d	30d	19SEP14	31OCT14
1131	Casework & Lab. Equip. Bidding & Negotiation	20d	0	10JUL14 A	08AUG14 A
1132	Review and Award Casework & Lab. Equip.	5d	0	05AUG14 A	11AUG14 A
1140	Casework & Lab. Equipment Submittals	15d	744h	05AUG14 A	25SEP14
1150	Arch. Review Casework & Lab. Submittals	10d	10d	25SEP14	09OCT14

Legend:

- Early bar
- Target bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

LPCiminelli, Inc.  
 AMRJ Tenant Improvements  
 Preliminary Fast Track Construction Schedule







Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
5193	Hot Water Loop (Temp Heat)	0	0		17NOV14 *
5195	Tape & Finish Drywall - GWB Soffits/Ceilings	5d	5d	13NOV14	19NOV14
5198	Prime & Paint 1st Coat GWB Soffits/Ceilings	5d	5d	20NOV14	26NOV14
5200	Hang Drywall - New Walls	15d	20d	04NOV14	01DEC14
5210	Tape & Finish Drywall - New Walls	10d	10d	25NOV14	08DEC14
5220	Prime & Paint 1st Coat Walls	5d	5d	09DEC14	15DEC14
5230	Above Ceiling Fire Stopping	10d	10d	02DEC14	15DEC14
5235	Install Glass Partitions	15d	15d	09DEC14	30DEC14
5270	Install Ceiling Grid	10d	10d	16DEC14	30DEC14
5280	Install Lights, Grilles & Diffusers	10d	10d	23DEC14	07JAN15
5285	Above Ceiling Inspection	1d	1d	08JAN15	08JAN15
5290	Flooring	10d	10d	31DEC14	14JAN15
5297	Tenant Provided Equipment	0	0		15JAN15 *
5300	Laboratory Casework & Fume Hoods	10d	10d	08JAN15	21JAN15
5310	Corridor Flooring	5d	5d	22JAN15	28JAN15
5320	Plumbing Fixtures	10d	10d	08JAN15	21JAN15
5330	Interior Glazing	5d	5d	08JAN15	14JAN15
5345	Architectural Casework & Toilet Accessories	10d	10d	08JAN15	21JAN15
5350	MEP Finishes & Trim	8d	12d	08JAN15	23JAN15
5351	Drop Ceiling Tile	5d	10d	08JAN15	21JAN15
5360	Doors & Hardware	10d	10d	22JAN15	04FEB15
5408	Complete Environmental Rooms	0	0		27FEB15 *
5409	Complete Emergency Gen-Start-Up	0	0		27FEB15 *
5410	Paint Final Coat	5d	5d	05FEB15	11FEB15

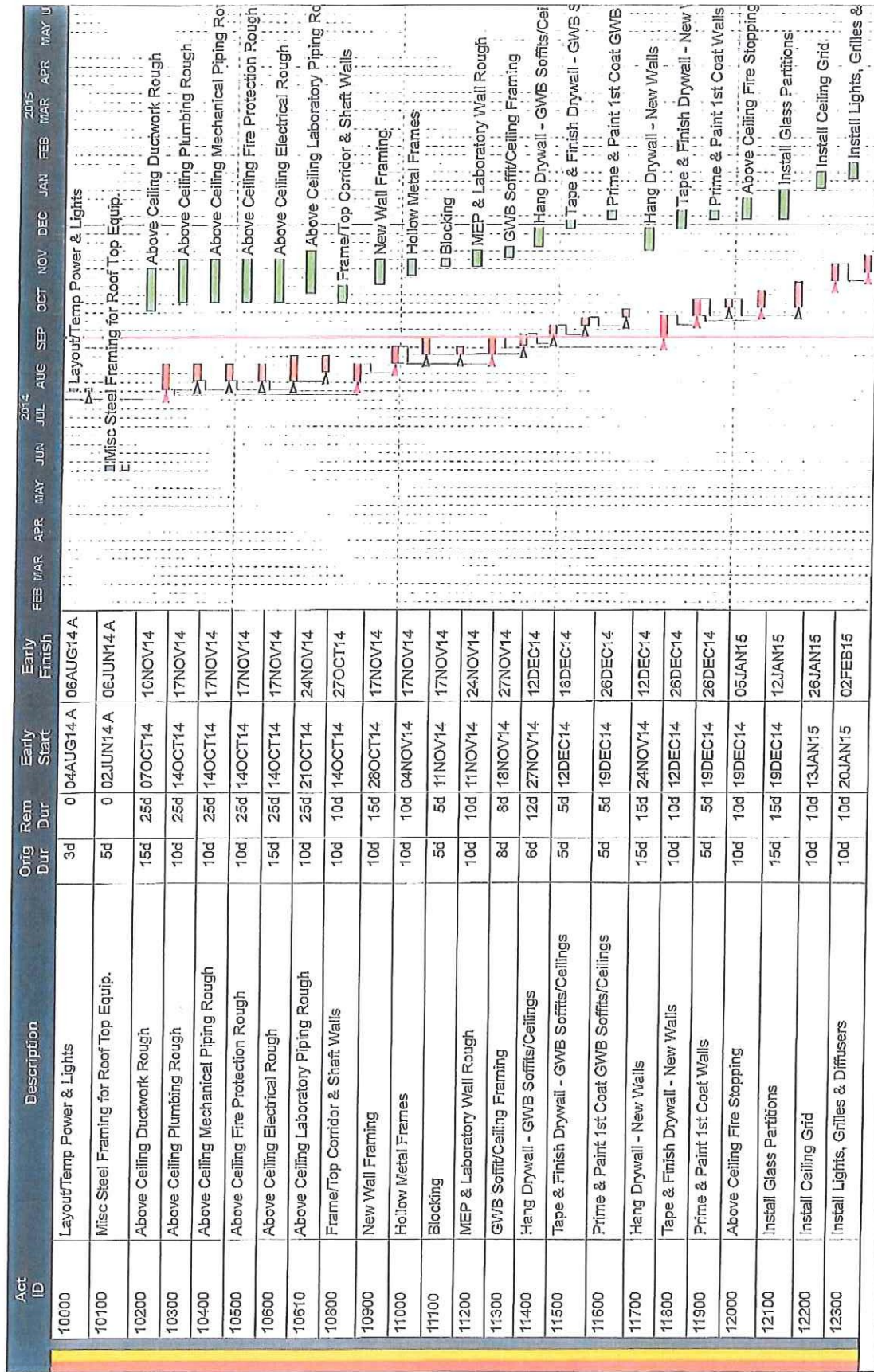
Phase Two - South Side of Building

Start date 02DEC13  
 Finish date 15APR15  
 Data date 16SEP14  
 Run date 10OCT14  
 Page number 3A  
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LPCiminelli, Inc.  
 AMRI Tenant Improvements  
 Preliminary Fast Track Construction Schedule

Legend:  
 Early bar (green)  
 Target bar (orange)  
 Progress bar (blue)  
 Critical bar (red)  
 Summary bar (black)  
 Start milestone point (diamond)  
 Finish milestone point (square)



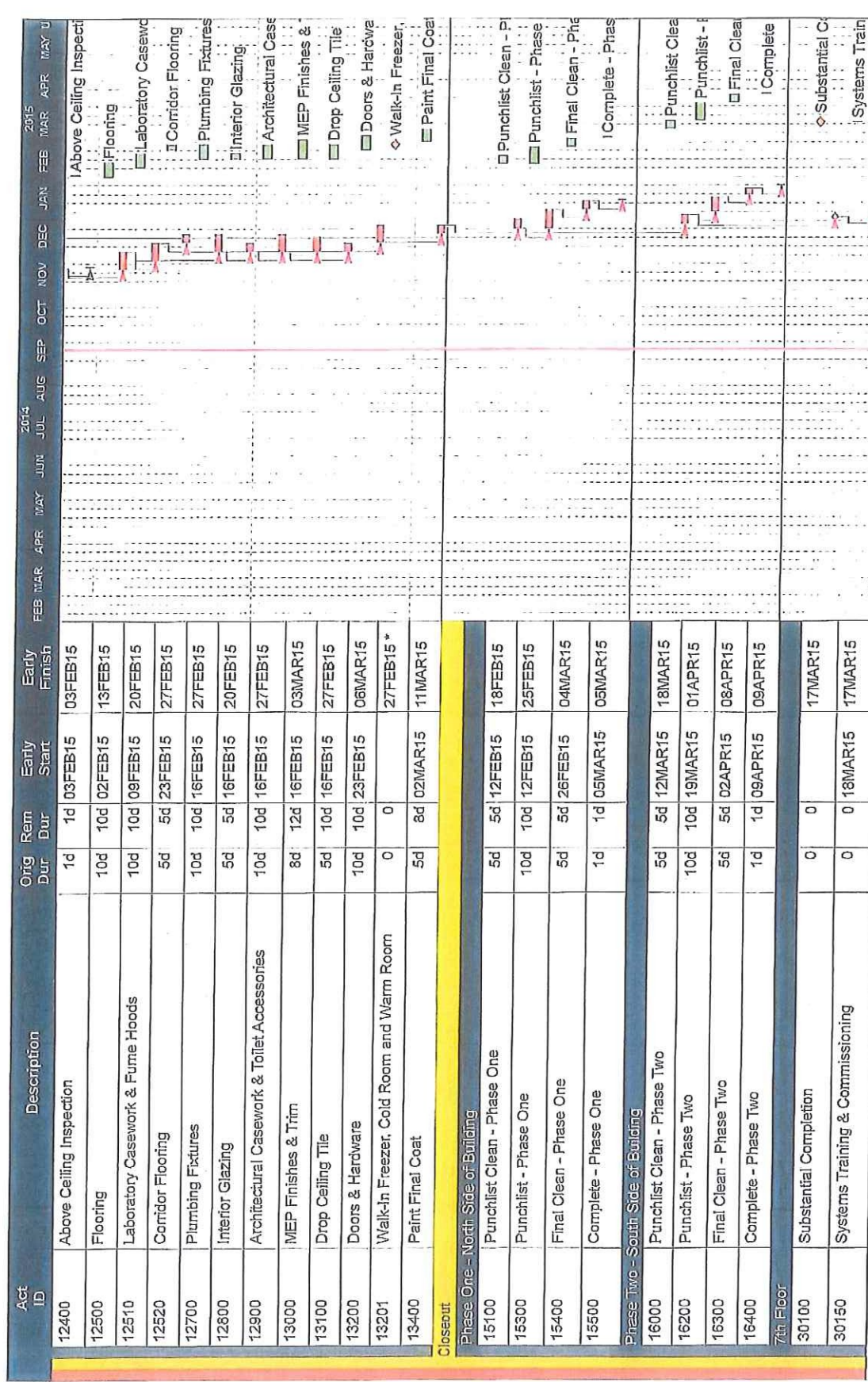


**LPCiminelli, Inc.**  
**AMRI Tenant Improvements**  
**Preliminary Fast Track Construction Schedule**

Start date	02DEC13
Finish date	15APR15
Data date	16SEP14
Run date	10OCT14
Page number	4A

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Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
12400	Above Ceiling Inspection	1d	1d	03FEB15	03FEB15
12500	Flooring	10d	10d	02FEB15	13FEB15
12510	Laboratory Casework & Fume Hoods	10d	10d	09FEB15	20FEB15
12520	Corridor Flooring	5d	5d	23FEB15	27FEB15
12700	Plumbing Fixtures	10d	10d	16FEB15	27FEB15
12800	Interior Glazing	5d	5d	16FEB15	20FEB15
12900	Architectural Casework & Toilet Accessories	10d	10d	16FEB15	27FEB15
13000	MEP Finishes & Trim	8d	12d	16FEB15	03MAR15
13100	Drop Ceiling Tile	5d	10d	16FEB15	27FEB15
13200	Doors & Hardware	10d	10d	23FEB15	06MAR15
13201	Walk-In Freezer, Cold Room and Warm Room	0	0		27FEB15 *
13400	Paint Final Coat	5d	8d	02MAR15	11MAR15

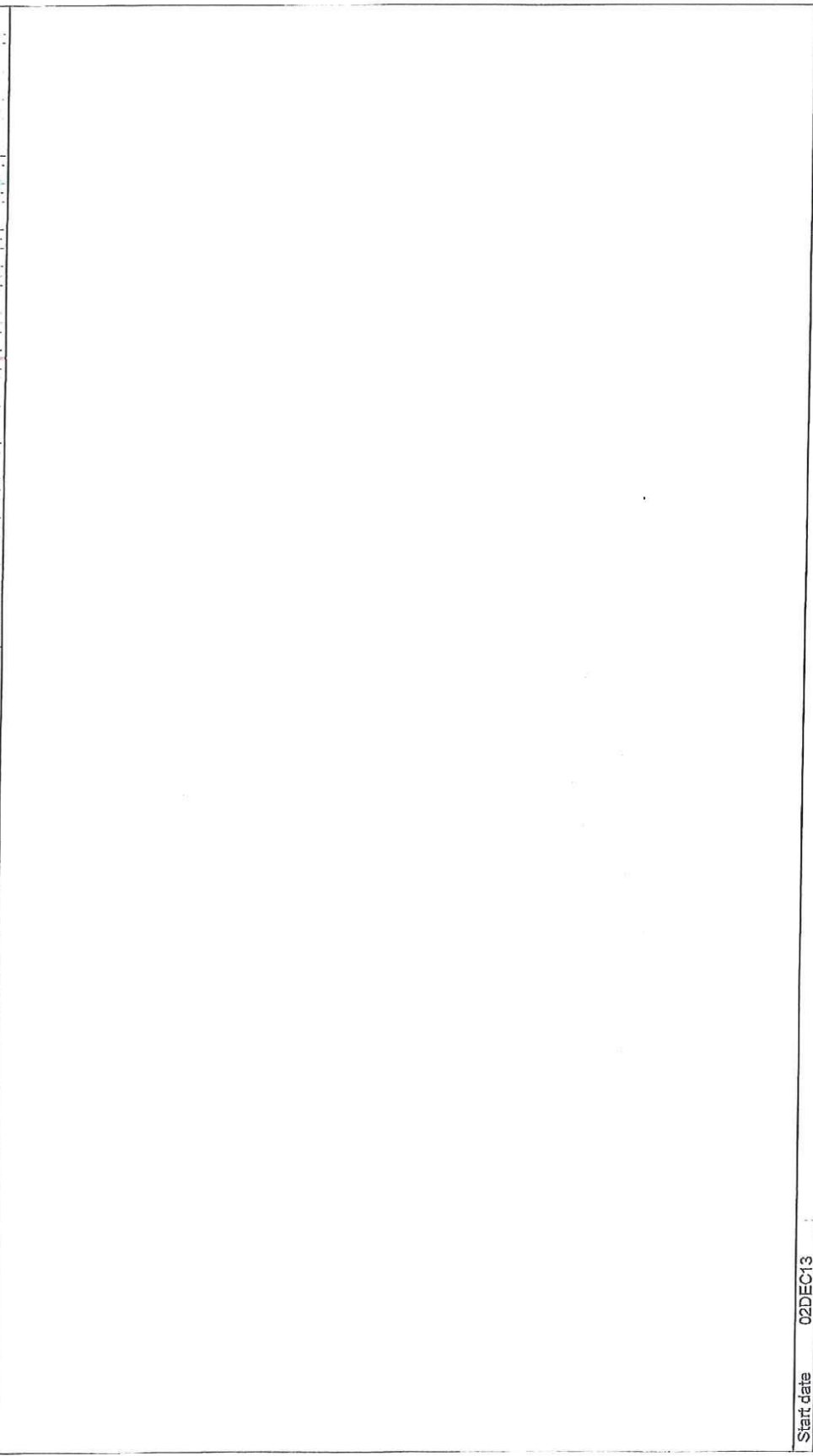
Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
<b>Closeout</b>					
<b>Phase One - North Side of Building</b>					
15100	Punchlist Clean - Phase One	5d	5d	12FEB15	18FEB15
15300	Punchlist - Phase One	10d	10d	12FEB15	25FEB15
15400	Final Clean - Phase One	5d	5d	26FEB15	04MAR15
15500	Complete - Phase One	1d	1d	05MAR15	05MAR15
<b>Phase Two - South Side of Building</b>					
16000	Punchlist Clean - Phase Two	5d	5d	12MAR15	18MAR15
16200	Punchlist - Phase Two	10d	10d	19MAR15	01APR15
16300	Final Clean - Phase Two	5d	5d	02APR15	08APR15
16400	Complete - Phase Two	1d	1d	09APR15	09APR15
<b>7th Floor</b>					
30100	Substantial Completion	0	0		17MAR15
30150	Systems Training & Commissioning	0	0	18MAR15	17MAR15

Start date 02DEC13  
 Finish date 15APR15  
 Data date 16SEP14  
 Run date 10OCT14  
 Page number 5A  
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**LPCiminelli, Inc.**  
**AMRI Tenant Improvements**  
**Preliminary Fast Track Construction Schedule**



Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish	2014	2015
						JAN	FEB
30200	Tenant FFE & Equipment Installation	20d	20d	18MAR15	14APR15		
30300	Tenant Occupancy	1d	1d	15APR15	15APR15		



**LPCiminelli, Inc.**  
**AMRI Tenant Improvements**  
**Preliminary Fast Track Construction Schedule**

Start date	02DEC13
Finish date	15APR15
Data date	16SEP14
Run date	10OCT14
Page number	6A

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**EXHIBIT D**  
**CASH FLOW FORECAST**

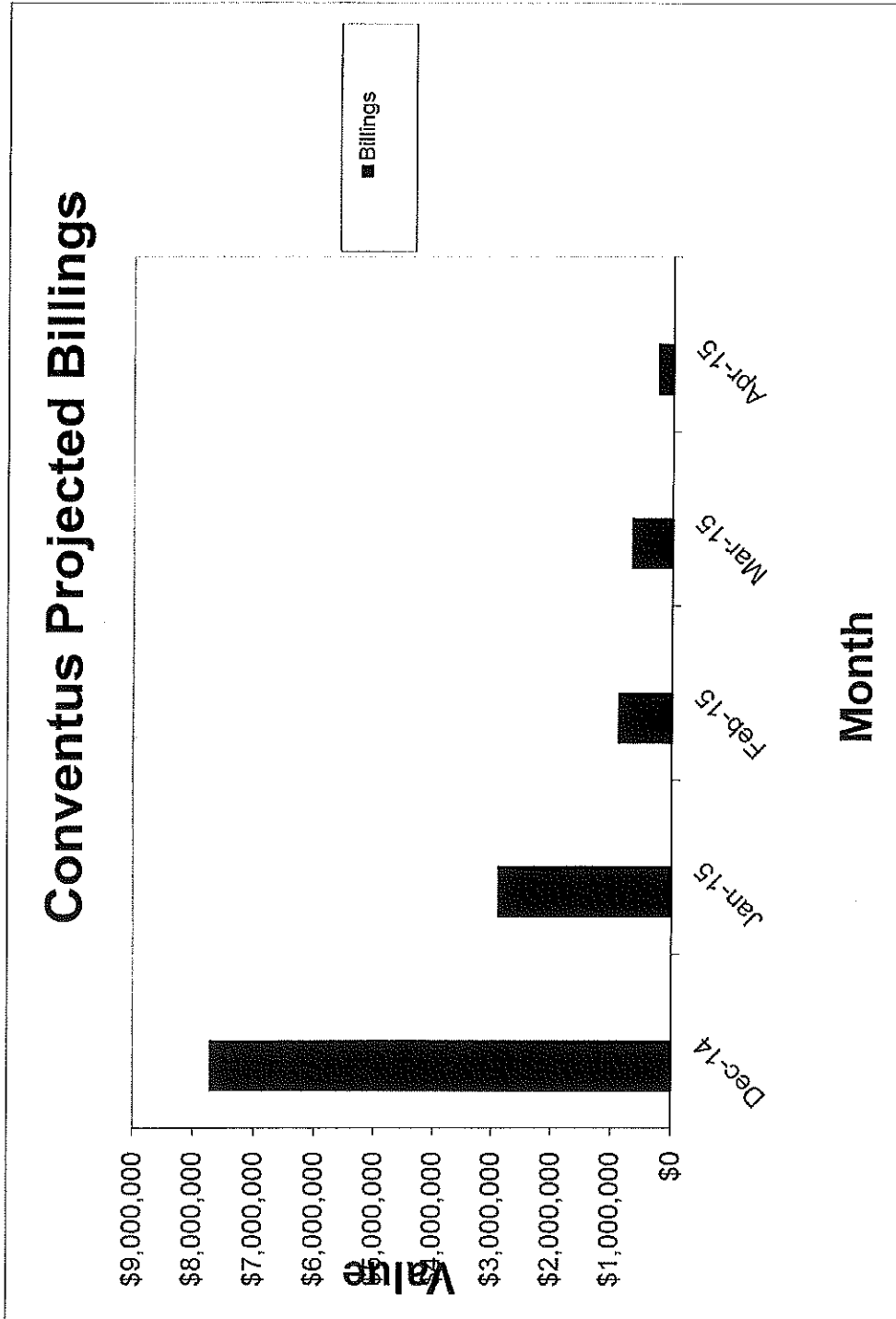
EXHIBIT D

**Conventus Project Gross Billings Summary Report**

Conventus - AMR! 7th Floor Fit-Out  
 1001 Main Street  
 Project Manager: Slavic Glowczynski

Contractor	Base Contract	Projected Dec-14	Projected Jan-15	Projected Feb-15	Projected Mar-15	Projected Apr-15
Firestop Solutions	\$ 26,240	\$10,000	\$10,000	\$6,240		
Manning Squires Hening Co., Inc.	\$ 1,016,720	\$456,688	\$350,000	\$100,000	\$100,000	\$10,032
Sterling Glass Dual Pane, Inc.	\$ 385,900	\$188,590	\$100,000	\$50,000	\$47,310	
Mader Construction	\$ 1,021,235	\$495,618	\$475,000	\$50,617		
Tiede-Zoeller Tile Corp.	\$ 14,400	\$5,720	\$5,000	\$3,680		
Heritage Contract Flooring	\$ 255,400	\$151,620	\$75,000	\$28,780		
IC Painting	\$ 58,000	\$7,900	\$15,000	\$15,000	\$15,000	\$5,100
Davis Ulmer	\$ 99,085	\$84,313	\$10,000	\$4,772		
DV Brown	\$ 2,064,600	\$1,138,760	\$750,000	\$100,000	\$65,000	\$10,840
JW Danforth	\$ 2,600,000	\$1,930,000	\$700,000	\$100,000	\$50,000	\$20,000
Frey	\$ 1,925,000	\$1,516,250	\$125,000	\$125,000	\$125,000	\$33,750
Logical Control Solutions	\$ 221,780	\$106,533	\$40,000	\$40,000	\$20,000	\$15,247
Cummins Northeast LLC	\$ 97,994	\$97,994				
Seasons-4, Inc.	\$ 412,134	\$412,134				
Mark W. Schiller Corp.	\$ 44,995	\$44,995				
Structural Steel	\$ 225,000	\$225,000				
Security	\$ 50,000		\$15,000	\$15,000	\$15,000	\$5,000
Final Cleaning	\$ 45,000				\$35,000	\$10,000
Scope yet to purchase	\$ 199,165		\$100,000	\$75,000	\$20,000	\$4,165
CM Reserve	\$ 642,267					
Subguard	\$ 150,864	\$150,864				
CM DPE	\$ 578,406	\$171,401	\$75,000	\$125,000	\$125,000	\$82,005
CM Fee	\$ 493,367	\$421,040	\$35,000	\$35,000	\$35,000	\$42,635
Shell Core AE Fees	\$ 133,996.00	\$98,000	\$10,000	\$10,000	\$10,000	\$5,996
<b>Billings</b>	<b>\$12,961,548</b>	<b>\$7,713,420</b>	<b>\$2,890,000</b>	<b>\$684,089</b>	<b>\$662,310</b>	<b>\$244,770</b>
<b>Owner Billings (Actual Billings)</b>	<b>\$12,961,548</b>					
<b>Over/Under</b>		<b>-\$7,713,420</b>	<b>-\$2,890,000</b>	<b>-\$684,089</b>	<b>-\$662,310</b>	<b>-\$244,770</b>

EXHIBIT D



**EXHIBIT E**  
**PROJECT MILESTONES**

## EXHIBIT E

### PROJECT MILESTONES/ ASSUMPTIONS/CLARIFICATIONS

#### Milestones:

- |   |                    |
|---|--------------------|
| • Post Bid Addendums One (1) and Two (2)  | September 16, 2014 |
| • City of Buffalo Issued Building Permit  | October 1, 2014    |
| • Owner Provided Equipment Rough-In Plans | October 15, 2014   |
| • Enclosure of Core Shell                 | November 3, 2014   |
| • Hot Water Loop (Temp Heat)              | November 15, 2014  |
| • Owner Provided Equipment                | January 15, 2015   |
| • Complete Environmental Rooms            | February 27, 2014  |
| • Complete Emergency Generator Start-Up   | February 27, 2014  |
| • Tenant Move-In of Equipment and FF&E    | March 18, 2014     |

#### Assumptions / Clarifications:

##### General

- Stipulated Sum is based on 100% Documents issued by CHA Consulting Inc. Stipulated Sum will be adjusted once documentation and pricing is finalized on the following:
  - Permit Documents
  - Value Engineering identified in Post Bid Addendum #1 and #2
  - Deletion of the Medicinal Chemistry space
- Assumed 7<sup>th</sup> Floor TI Subcontractors will have access to the buck hoist, freight elevator, loading dock and stair towers for access of materials and workers to the 7<sup>th</sup> floor
- LPCiminelli's DPE costs are based on 7<sup>th</sup> Floor TI happening simultaneously with 6<sup>th</sup> Floor TI and Construction Manager's staff will be shared between the two projects

##### Allowances:

- Structural Steel, Roofing, Fireproofing = \$225,000
- Security = \$50,000
- Final cleaning = \$45,000
- Scope yet to purchase = \$199,165
- Shell Core AE Fees = \$133,996

## EXHIBIT E

### Exclusions:

- A/E fees
- Third party testing, consulting and inspection services
- Builders risk insurance – assumed by owner or tenant
- Site work of any kind
- Third-party Commissioning
- Contractor controlled or owner controlled insurance programs
- Self-leveling concrete or floor leveling
- Slab on deck moisture barrier to address floor slab moisture issues for floor finish warranty
- Exterior or interior building signage
- Moving of owner furnished into the building (LPC will assist in providing pathways for this scope)
- Installing owner furnished equipment
- Clinical cleaning

### Mechanical

- Temperature controls will be an extension of the existing Automated Logic control system
- GMP is based on unlimited access to Basement, 1<sup>st</sup> fl, 6<sup>th</sup> fl and Penthouse
- GMP is based on using hot water heating loop for temporary heat for the 2014-2015 heating Season

### Plumbing

- GMP is based on unlimited access to Basement, 1<sup>st</sup> fl, 6<sup>th</sup> fl and Penthouse
- GMP is based on using the shell core water and sanitary piping for temporary water and sanitary during construction

### Fire Protection

- No provisions have been included for temporary sprinkler system

### Electrical

- No provisions have been included for temporary Fire alarm system
- GMP is based on unlimited access to Basement, 1<sup>st</sup> fl, 6<sup>th</sup> fl and Penthouse
- GMP is based on tapping into electrical rooms located on the 7<sup>th</sup> floor for temporary power