



Invoice Number 2-592-47264	Invoice Date Mar 17, 2008	Account Number 1101-9908-2	Page 9 of 17
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Tracking ID: 792021966599 continued

Rated Weight	2.0 lbs, 0.9 kgs	Transportation Charge	18.05
Delivered	Mar 14, 2008 10:17	Automation Bonus Discount	-0.95
Svc Area	A1	Discount	-0.85
Signed by	M.MAHMOOD	Fuel Surcharge	3.17
FedEx Use	00000000/0001486/_	Total Charge	USD \$20.32

McClancy HS Reference Subtotal USD \$20.32

Russo, Nicholas

From: Richard Piacentini [RPiacentini@jca-architecture.com]
Sent: Wednesday, January 21, 2009 2:29 PM
To: Pompa, Ed; Russo, Nicholas
Cc: coach27bb@aol.com
Subject: Re: MMMHS Default - Request for information

Nick and Ed,

Please look over the email from Nick Melito and the attached PDF's and advise me as to how I do this payment.

It has been two months since I sent it and find that I still do not know what I should do.

please advise.

R

Richard M Piacentini, RA
John Clardullo Associates, PC
Architects/Planners
575 Eighth Ave - 20th Floor
NY, NY 10018
212 245-0010 Ext: 7332
RPiacentini@JCA-Architecture.com

>>> <coach27bb@aol.com> 1/21/2009 10:59:20 AM >>>

The PA HAS GIVEN ME BILLS THAT WERE PART OF the lizardo report. I will fax them to you. They instructed me to have you to do a payment application for the lizardo report, the schools expenses, your expenses. Add 7500.00 to the lizardo report. You have these figures already. I did submit these to the Pa but they need the payment applications from you and we will give the cover letter. Any questions, give me a call.

NICK

13

TORRE, LENTZ, GAMELL, GARY & RITTMASER, LLP
ATTORNEYS AT LAW

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LONG ISLAND OFFICE
100 JERICHO QUADRANGLE, SUITE 309
JERICHO, NEW YORK 11753-2702
TELEPHONE: (516) 240-8900
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Please reply to Long Island Office

January 15, 2009

Benjamin D. Lentz
blentz@tlggr.com

VIA E-MAIL AND FIRST CLASS MAIL

Richard M. Piacentini, RA
John Ciardullo Associates, PC
Architects/Planners
575 Eighth Ave - 20th Floor
New York, N.Y. 10018

Re: Travelers Cas. & Surety Co. of America
Our File No.:090-SC-T0701878-RG
Bond No.:032-SB-103836517
Principal: Nagan Construction, Inc./Conair Corp., A Joint Venture
Obligee: Monsignor McClancy Memorial High School
Project: McClancy Memorial High School
TLGGR File No. 2103.032

Dear Richard:

Receipt is acknowledged of your e-mail dated Monday, January 12, 2009 at 5:40 p.m., enclosing proposed minutes and stating that "Attendees have 5 working days from receipt to comment on the contents after which the above and comments received shall become official."

As a preliminary or introductory matter, please be advised that the surety disagrees with most all of the comments and thus, please be advised that the surety objects to any of these comments becoming "official." Further, many of the purported minutes are really legal contentions or positions, and are inappropriate for minutes. These contentions and positions are best set forth in legal papers.

Without limiting the foregoing general objections, specific comments are set forth below.

TORRE, LENTZ, GAMELL, GARY & RITTMASER, LLP

Richard M. Piacentini, RA
January 15, 2009
Page 2

Pedro M. Rosario, company, phone and fax information is not among the listed attendees.

With respect to item No. 1, the surety stated that it was going to investigate the contentions made by the school regarding the doors, which were brought to the surety's attention for the first time at the December 3 meeting. It was not determined at that time whether this work was related to the underlying contract work. Please note this work has subsequently been performed by the Surety and accepted by the school.

With respect to item two, the second Lizardos report has just recently been received prior to the Thanksgiving vacation. This report, along with the first Lizardos report, presents a dramatically different picture of the state of construction than that presented in the architect's punch list. This second Lizardos report clearly expands upon its first report. It was noted at the meeting that Lovett Silverman had not yet reviewed the second Lizardos report.

With respect to item three, we do not know what your comment is proposing to state. Please be advised that under the proposed agreement with Iannelli, Iannelli would have been responsible for completion of the contract, and that Iannelli would be entitled to additional compensation for latent defects only. The first Lizardos report, along with the expanded second Lizardos report, indicates that the magnitude of the claimed defective work is far greater than that originally presented in the architect's punch list.

With respect to item four, again, we do not understand what point you are trying to make. The surety has a legal obligation to the school as set forth in its performance bond. Depending upon what performance option is selected, the surety may still have a relationship with the school until the project is completed. As stated in the past, the surety continues to reserve all of its rights and defenses, including but not limited to the penal limits set forth in the bond.

With respect to item five, we respectfully believe that you are mixing "apples with oranges." Iannelli's estimate was for the architectural defect list, that the Architect provided to the surety and which represented all deficiencies to be completed, with a pass through of the monies to be paid to the mechanical, electrical and plumbing subcontractors for completion of their work. The cost estimate in Lizardos, which we recall was \$3.2 million, was for the MEP items. By the end of the meeting, the PA provided the surety with a copy of the Lizardos report's MEP estimate.

Richard M. Piacentini, RA
January 15, 2009
Page 3

With respect to item six, we did discuss that the initial Lizardos report could be divided into these three categories of code issues, incomplete work and as equal substitutes. More work would have to be done to see how to divide the initial Lizardos report, as well as the Lizardos report just recently received, into these three categories.

With respect to item seven, we believe that the Port Authority's comment was with respect to prior shop drawings or substitutions proposed by the joint venture, not proposed by the surety.

With respect to item eight, we disagree completely with the architect's claim that these costs are the "direct result" of the failure of the joint venture and that all additional work performed by both the architect and Lizardos are to be paid by the surety. In fact, our recollection is that the Port Authority had agreed with the surety's position that if the architect had previously approved a substitute or as equal for work that was then cited as nonconforming by Lizardos, that the surety should not have to bear any of those costs.

Paragraph nine is a clear example of the architect trying to insert legal conclusions into minutes of a meeting. The surety has asked a question of how the architect could certify the payments set forth in the requisitions in light of the positions taken in the Lizardos report as to the quality of the work performed. Whether or not the surety has received a satisfactory answer to that question will not be decided in these minutes of meetings. Further, the architect can quote from certain provisions of its agreement with the school (a copy of which was subsequently furnished to the surety by the school), and the surety likewise can look to other provisions of the agreement as to whether the architect has met its obligations. Again, suffice it to say that minutes of meeting are not the appropriate place for these legal positions. The same statement applies to the conclusory paragraph regarding the quality of the work and the surety's requisition. The surety also disputes that NCRs were discussed at the meeting, or that NCRs containing the defects listed in the Lizardos report were ever provided to the surety.

With respect to paragraph ten, the school did furnish to the surety a copy of its agreement with the architect.

With respect to paragraph eleven, the discussion concerned whether the work performed, or some parts of the work performed, while not in strict compliance with the contract, was nevertheless an acceptable substituted performance, or a credit should be negotiated to compensate the owner for the difference between the work performed and the work specified. Economic waste, in brief, is a legal concept whereby it would not be economically efficient to remove and replace installed work rather than negotiate an appropriate credit. Again, legal concepts are not appropriate for minutes of meetings.

TORRE, LENTZ, GAMELL, GARY & RITTMASER, LLP

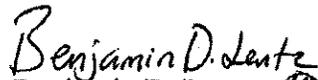
Richard M. Piacentini, RA
January 15, 2009
Page 4

With respect to paragraph twelve, this concerns the question raised by the surety that certain of the work performed was in accordance with the submittals made to the architect. The surety is not going to comment upon what the architect agreed or not agreed to do.

Likewise, with respect to paragraph thirteen, the surety's consultants, having recently received the second Lizardos report, needed to meet with the subcontractors of the joint venture regarding their positions that some of this work may have been approved, or is "as equal" work, and thereafter wanted to meet with the architect. Subsequently, the surety and Lovett Silverman did meet with you and Nelson Parra to discuss the subcontractor's positions of certain work performed and review documentation provided by the joint venture and subcontractors.

Finally, while the surety appreciates the compliment made by the School regarding "the professionalism exhibited by the Surety," the surety notes that the project status/financial status of the contract was not discussed at the meeting and does not believe that the January 12, 2009 "Project Status" was intended to be part of the "minutes," and, moreover, the surety disagrees with these calculations.

Very truly yours,


Benjamin D. Lentz 

BDL:mc

cc: Kimberly Tibbetts, Esq. (via e-mail)
Pedro Rosario (via e-mail)
John J. Lovett (via e-mail)
Brother Joseph Rocco (via regular mail)
Nick Melito (via e-mail)
Gary Miret, Esq. (via e-mail)
Nelson Parra (via e-mail)
Anthony Vero (via e-mail)
Edward Pompa (via e-mail)
Nick Russo (via e-mail)



John Ciardullo Associates, P.C.

Minutes

1B

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date: December 12, 2008

issue - 1/12/09

to: Brother Joseph Rocco
Monsignor McClancy Memorial HS
71-06 31st Avenue
East Elmhurst, NY 11370

tel: 860-277-8057

fax: 860-277-1303

from: Richard Piacentini *RP*

cc: Kimberly Tibbetts
Construction Services Claim
Bond & Financial Products
Travelers
One Tower Square 2S1A
Hartford, CT 06183 MMCMHS, PA-NYNJ

re: Performance Bond # 103836517

Brother Rocco,

A meeting was held on December 3, in the PA offices at LaGuardia Airport with Kimberly Tibbetts and Mr. Pedro Rosario to discuss the Mechanical and Electrical Investigation Report Final version received in this office on November 21, 2008 and discuss construction completion schedule by Travelers for the completion of the work on the above project.

Attendees:

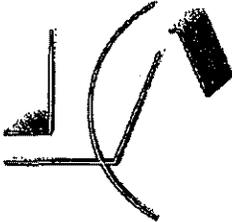
<u>Name</u>	<u>Company</u>	<u>Phone</u>	<u>Fax</u>
Nick Melito	MMMHS	718 898 3800	718 397 9325
Gary Miret, Esq	(MMMHS) Attorney	718 274 6900	718 274 7500
Richard Piacentini	JCA	212 245 0010	212 245 0020
Nelson Parra	JCA	212 245 0010	212 245 0020
Kimberly Tibbetts	Travelers Casualty & Surety Co.	860 277 8057	860 277 1303
Benjamin D. Lentz, Esq	Attorney for Travelers Casualty	516 240 8900	516 240 8950
Nick Russo	PANYNJ LGA R.E.O.	718 533 3796	718 533 3768
Ed Pompa	PANYNJ LGA R.E.O.	718 533 3780	718 533 3768
Tony Vero	PANYNJ CMD LGA	718 533 4278	718 533 3801

Description

Action

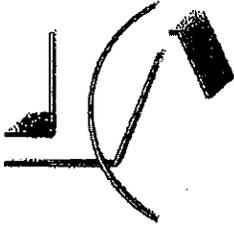
1. Discussion was preceded with the comment from the school that the doors installed in the Mall have ceased operating and will affect fire egress from the school if not attended to immediately. It was assumed that the problem is related to the contract work and the surety stated they would look into the issue to determine the problem. Regardless of this, the school indicated it would place an order for the repair of the door as it affects school student safety.

Travelers



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2. The surety stated that it received the final Lizardos report in November, but due to vacations and other circumstances, they had not had time to distribute and review it. It was noted that it appeared to expound upon the preliminary report which they had received and were ready to discuss at this meeting. NA
3. Regardless of the updates included in the final report, Travelers indicated that the agreement with Iannelli was incomplete for their purposes as many items were dependant upon possible impact of conditions found deficient as the work progressed would leave Travelers exposed to additional expense. Travelers
4. The School was concerned that the Surety remain tied to project until completion. The surety indicated that this would be the case for contract work discovered to be defective. Travelers
5. The PA indicated that the cost of the additional items revealed by the report would exceed Iannelli's estimate by a significant amount as shown in the estimate included in the report. The surety indicated it did not receive an estimate in the report. The school indicated they would send a copy at their earliest convenience. MMMHS
6. The surety wished to discuss three classifications in the preliminary Lizardos report they received . NA
 - A. Code Issues or Violations- created by improper installations.
 - B. Incomplete work; Completion, replacement or repair of defective or substandard work - All work required to be performed to complete the contract.
 - C. Consideration of the value of the existing installed items as acceptable substitutes for specified work not performed - The surety requested the review and approval of as-equal-products or work already installed in place as substitutions for contract specified items.
7. The PA indicated that as far as they were concerned, the Architect of Record is required to review and approve or reject any shop drawing or substitution to the contract proposed by the surety. Travelers
8. The Architect asked how this additional review and evaluation work for the installed work to be compared with the contract would be paid for. All additional work in connection with this work will be billed to the surety on an hourly basis. In addition to this requirement, no additional work will be performed without an agreement from the surety to pay the charges already billed for work not included in the current agreement Travelers



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between the school and architect due to the default action. As these costs are the direct result of the failure of the Nagan-Conair Joint Venture to meet the quality standards for the work on time, all additional work expended both by JCA and Lizardos during the default proceedings including the current meeting must be paid by the surety.

9. The surety, without answering the question by asked again how JCA allowed the contractor to receive payment for work included in JCA's defective work list as well as the work detailed in the extensive Lizardos Report.

Travelers

JCA answered first, by stating that JCA already identified in Defect and NCR lists more than 75% of the items identified by Lizardos.

In addition JCA quoted from their April 11, 2000 contract with the school, specifically, Architect's Responsibilities Construction Phased; Administration of the Construction Contract; Articles 2.6.5; 2.6.6; and Certificates For Payment Articles 2.6.9.1 through 2.6.9.3.; and Articles 2.6.11 and 2.6.12, which, among other things, state that the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The contract clearly indicates that the Architect shall not have control of or responsibility for the contractor's work. The conduct of the work is solely the contractors' responsibility according to his contract with the Owner. It is to this agreement that the contractor and the surety should address its concerns.

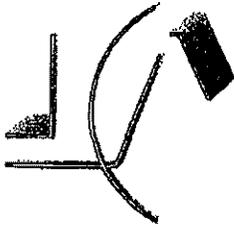
The facts are that the work is incomplete, the quality of the work unacceptable and the contractors' inability to perform the balance of the work has been confirmed by the school, Travelers and Lizardos, a qualified independent engineering company.

Finally, consider that the surety, after its own diligent investigations, submitted its own "certified payment application" to the school claiming that the quantity and quality of the work in place progressed beyond any amount JCA ever approved.

10. The surety requested a copy of the quoted contract between the Owner and Architect. The Architect left the request to the discretion of the owner's council.
11. The PA indicated that all they are concerned with is that the work be brought to completion in conformance with the contract documents. The surety indicated that the school review the work in place in accordance with the legal concept of economic waste.

MMMHS

NA



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12. The PA asked if JCA could make itself available to review documents which may or may not indicate that in some cases the work in place may have been reviewed and approved either by JCA or Lakhani & Jordan by actions not recorded on shop drawings or known to Lizardos Engineering during preparation of the report. JCA said it could be available to review existing documentary evidence of permitted substitutions by either JCA or Lakhani & Jordan, however, no review of non-conforming or in place substitutions would be provided.
13. PA requested JCA to contact Pedro and provide a list of available meeting dates to be held at JCA's office. JCA stated they would provide a list of available dates before 12/21/08 after which Pedro would be unavailable until a week after New Years.

Travelers

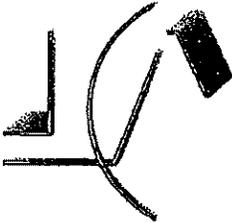
JCA

At this point JCA was excused from the meeting.

Project payment status attached

Minutes prepared by Richard Piacentini

This is a representation/summary of what the writer believes to have occurred at the above meeting. Attendees have 5 working days from receipt to comment on the contents after which the above and comments received shall become official.



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Project Status As of 01/12/09

A. PA/FAA Grant Payment Status

<u>Itm.</u>	<u>Description</u>	<u>Amount</u>
1.	The Original Contract Price	\$7,200,000.00
2.	Plus recognized credit and extra change orders	\$49,877.07
	Subtotal	\$7,249,877.07
3.	The amount paid to the School by PA for contract work only	(\$6,018,900.84)
4.	Balance of Contract available from PA/FAA Grant	\$1,230,976.23

B. Fees, Back Charges and Damages charged to August 2008

1.	Additional JCA contract administration fees due to Contract default to period ending September 30, 2008.	(\$110,318.19)
2.	Additional Engineering fees due to Contract default.(Lizardos)	(\$73,500.00)
3.	Liquidated damages since July 23, 2007 to the NC Joint Venture. The charges stand at 539 days @ \$500 per day. (The school is willing to waive part of the liquidated damages based upon the professionalism exhibited by the Surety in the completion of the project.)	(\$269,500.00)
4.	Back charges for work performed by the school and due based upon repairs due to failures of contract work to perform as required by specifications through payment #14	(\$176,732.15)
5.	The amount to be deducted from contractor payments for Owner work and damages since last payment.	
a.	Great American Restoration Services (Repair Flood Damage)	(\$3,341.12)
b.	Patco Service & Repairs, Inc. (Un-clog Drain)	(\$425.00)
c.	Home Depot - Air conditioner for Main Office	(\$324.04)
	Subtotal*	\$596,835.73

* Balance of original contract amount available to Surety for the completion of the project as of the date of this letter. Be advised that the amount available will continue to diminish daily at the rate of \$500 per day at least until the date of substantial completion.



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IB

FACSIMILE TRANSMISSION

To: Mr. Nick Melito From: Pedro M. Rosario
Company: MMMHS Date: Monday, December 15, 2008
Fax: 718-397-9325 Pages: 8 (including cover)
CC: _____
CC Fax: _____ LS File #: 2495

RE: Monsignor McClancy Memorial High School

COMMENTS: Nick, the attached is a 'list of items' that we would like to discuss with Lizardos representatives during a meeting this Wednesday, December 17, 2008 at John Ciardullo's office. we need to confirm the meetin g with Richard from Ciardullo's office so how quickly can you tell us if Lizardos can attend the meeting?

The information contained in this facsimile is privileged and confidential information intended only for the use of the individual or entity named. If the reader of this communication is not the individual nor entity named nor an agent responsible for delivery to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone, (631) 979-7600, and return the original message, via the US Postal Service, to the above address. Thank you.

December 15, 2008

Regarding investigation report issued by Lizardos Mechanical & Electrical Engineering ("Lizardos") of the Mechanical and Electrical systems installed at the Monsignor McClancy Memorial High School, East Elmhurst, New York. The following is a list of items that we wish to discuss with J. Ciardullo Architects and Lizardos Mechanical & Electrical Engineering during a meeting on Wednesday, December 17, 2008.

II. Mechanical Work - Subcontractors: Elmas Air Conditioning/Avalanche Air Enterprises & APCO/Thermco Contracting

● **GROUND FLOOR**

A. New Mechanical Room

5. Chilled Water Air Separator:

d. Corrective action in field with calcium silicate material.

6. Glycol Chilled Water Fill Unit:

a. Specified equipment model was not available. Conair has provided a copy of submittal of the equipment installed (copy enclosed) for review and approval by Architect and Engineer.

h. Check valve is incorporated in equipment; additional valve not required.

C. Classroom 101 (Art Classroom)

1. Unit Ventilator (UV-A):

j. This item is installed by Trane at the factory.

2. Unit Ventilator (UV-A-1): Same comments as in UV-A-1 above.

D. Classroom 102

1. Unit Ventilator (UV):

a to h. Same comments as in UV-A for Classroom 101.

2. Unit Ventilator (UV-B): Same comments as UV-A-1 above.

E. Classroom 103, 104, AND 105

1. Unit Ventilator (UV-A): Same comments as in UV above.

2. Unit Ventilator (UV-A-1): Same comments as in UV-B above.

●SECOND FLOOR

A. Classroom 201, 202, 203, 204, 205, 213, 214, 217, 217A, 218, 222, 223, 224, 225 and 226.

1. **Unit Ventilator (UV-A):** Same comments as in UV-A in classroom 101.
2. **Unit Ventilator (UV-A-1):** Same comments as in UV-A in classroom 101.

●THIRD FLOOR

A. Classroom 300, 301, 302, 303, 304, 305, 306, 307, 308, 311, 314, 310, 317 and 319.

1. **Unit Ventilator (UV-A):** Same comments as in UV-A in classroom 101.
2. **Unit Ventilator (UV-A-1):** Same comments as in UV-A in classroom 101.

●ROOF

B. Third Floor Roof

2. General Exhaust Fan GX-1:

a. Contract specifications states "All fans shall have integral gravity dampers or discharge dampers and damper motors."

b. There is sufficient space between the fans inlet and collar to provide isolation.

d. Ductwork was fabricated, arranged and installed in accordance with Typical Roof Fan Detail no. 4 on contract drawing A2.10 and approved fan detail sketches submitted by contractor.

e. Ductwork was fabricated, arranged and installed in accordance with Typical Roof Fan Detail no. 4 on contract drawing A2.10 and approved fan details (copy enclosed) submitted by contractor.

f. Ductwork was fabricated, arranged and installed in accordance with Typical Roof Fan Detail no. 4 on contract drawing A2.10 and approved fan details (copy enclosed) submitted by contractor.

h. Sound trap is installed above Roof slab and damper in accordance with approved sketch.

3. General Exhaust Fan GX-2:

Same comments as for Fan GX-1 above for items a to f.

4. General Exhaust Fan LE-1:

December 15, 2008

Same comments as for Fan GX-1 above for items a to c.

g. See our comments above for exhaust fan GX-1, item d.

5. General Exhaust Fan LE-2:

Same comments as for Fan LE-1 above for items a to d.

h. See our comments above for exhaust fan GX-1, item d.

6. Kitchen Exhaust Fan KX-1:

a. Same response as for Fan GX-1; item b. and d.

a. Corrective action in field by the addition of flanges with edge weld connections adapted to the existing duct.

b. Corrective action in field with application of rust inhibitor.

c. Supports installed in accordance with approved sheet metal duct drawings submitted and specification section 15840, 3.02, F.

g. Installed duct insulation in accordance with approved submittal.

h. Same response as for item b. above.

i. Kitchen exhaust switch installed in accordance with school's request.

C. MALL ROOF

1. Gymnasium Rooftop Air Conditioning Unit AC-2:

a. Sheetmetal drawing no. SM -1A is regarding rooftop unit AC-1 not AC-2.

e. Gas piping installed in accordance with approved pipe sketch and local utility.

2. Exhaust Fan EF-5:

a. Contract specifications states: "All fans shall have integral gravity dampers or discharge dampers and damper motors."

b. There is sufficient space between the fans inlet and collar to provide isolation.

c. See our comments above for exhaust fan GX-1, item d.

d. Same response as for Fan GX-; item d.

e. Same response as for Fan GX-; item e.

f. Same response as for Fan GX-; item f & g.

D. STAGE ROOF

1. Exhaust Fan EF-3 and EF-4:

a to e. See our comments for exhaust fan GX-1, item a to g.

● **BASEMENT CRAWL SPACE**

A. Piping and Equipment

1. Condensate Pump CP-1 and 2:

a. Condensate pump is installed. Different location; see approved submittal. Condensate drains utilizing cast iron piping (Figure M133) is not sanitary sewer piping but piping connected to condensate pump.

● **OUTDOOR AIR COOLED CHILLER**

h. Deleted; reference-Chiller fence.

● **FAÇADE**

A. 1. UV and FCU Intake Louvers:

a. The Louver installed is not a Airolite model T6482? Fontana Metal Sales located in Islandia, New York are the local New York City metropolitan area representatives of Airolite products and they do not have any order on file dating back to 2005 in connection with New York Construction of McClanney High School.

2., a. The comment 'Louvers are not connected to unit ventilators' is not understood.

● **TESTING AND BALANCING**

General Note: It is understood that the air balancing report by BSI was disapproved and has to be performed again after the HVAC and duct system deficiencies are corrected. It is also understood that the water balancing was never performed and will be performed once the HVAC system's deficiencies are corrected.

A. Hydronic Test and Balance

1. Glycol Chilled Water Test and Balance:

a. Refer to our general note above.

2. Glycol Heating Hot Water Test and Balance:

a. Refer to our general note above.

- B. Air Test and Balance
 - 1. Air System Test and Balance:
 - a. Refer to our general note above.

● **MISCELLANEOUS (throughout the building)**

- A. Piping
 - 4. Building Management System:
 - a., b., c. Commissioning and training of BMS system by Trane.

III. Electrical Work

Subcontractors: Elmac Electric, Inc.

1. GROUND FLOOR

Note: New York City-Department of Buildings, Electrical Advisory Board's recommendation for approval of proposed electrical service equipment to be installed at the Monsignor McClancy High School was granted on February 15, 2006 (Advisory Board Calendar enclosed).

A. New Electrical Service Room:

2. The Contract specification 16111, 2.01, A.3. states: "Conduits for direct burial: shall be galvanized rigid steel with PVC jacket." Contract drawing E6.01-Single Line Diagram and E.6.03-Site Plan note: "(11) sets of 4-5—kcmil in (11) 4" + (1) 4" spare conduit concrete encased (underground) incoming service." These conduits are encased in concrete.

C. Boiler Room:

a. Electrical wiring is acceptable if panel board is rated for more amperage' LSCC to verify capacity of panel boards.

D. First Floor Corridor:

1. The light fixture submitted and approved (copy of submittal enclosed) is the specified manufacturer, Legion Lighting Co., Inc. - Series #8724.

- a., b. Corrective work completed by subcontractor.
- 3. Fire alarm wiring above a ceiling and/or above 8 feet above a floor is allowed by code.

E. Kitchen/Cafeteria:

- 4. Unit Ventilator work is part of a 'Add alternate' that was not used.

2. SECOND FLOOR

A. Corridor:

- 1. The light fixture submitted and approved (copy of submittal enclosed) is the specified manufacturer, Legion Lighting Co., Inc. - Series #8724.
 - b. Same response in D. 1.a & b.; First Floor Corridor.
- 3. Fire alarm wiring above a ceiling and/or above 8 feet above a floor is allowed by code.
- 5. LSCC to verify the fabrication of the panel boards and ascertain if they are accurately rated at 100 Amp or differently.

B. Classroom 202:

- 1. This subcontractor will supply and wire; mounting by sheet metal subcontractor.

3. THIRD FLOOR

A. Corridor:

- 1. a., b. See previous response under D.1.a.b. - First Floor Corridor.
- 3. See previous response under D. - First Floor Corridor

C. Room 314:

- 1. Not part of contract; existing condition.
- 2. Not part of contract; existing condition.

D. Storage Room 318:

- 1. Motor Starters installed at this location in accordance with contract drawing E2.02.

E. Chemistry Laboratory Room 319:

- 2. b. Existing condition.
- c. Existing condition.

4. ROOF ABOVE THIRD FLOOR

A. Exhaust Fan GX-1:

1. The 375 linear feet does not seem correct considering that the panel is located on the 3rd floor by columns no. 11 and D, and the Exhaust Fan GX-1 is located approximately between column no. 10, 11, and between D and E. Including the height between both levels, it seems that the distance is more likely to be 212 linear feet.

5. ROOF ABOVE MALL AND MULTI-PURPOSE ROOM (GYMNASIUM)

A. Air Handling Unit (AH-1) Above Mall Classroom: Note: there is no AH-1 in the contract documents; the report may have mistaken AH-1 for Exhaust Fan EF-5:

- 4. Not in Contract; existing conduit is feeding existing Carrier unit.
- 5. Not in Contract; existing condition.

•Electrical Recommendations List:

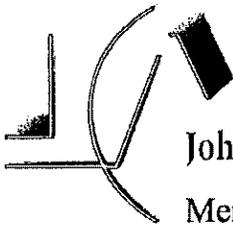
Item no. 16 – LSCC to verify rating of panel boards.

Item no. 36 – After a walk-through and survey of Electrical service room, it was not clear what is the issue of the distribution panel and panel MDP as defined in this recommendation.

TRANSMISSION VERIFICATION REPORT

TIME : 12/15/2008 15:17
NAME : LOVETT SILVERMAN
FAX : 6319797602
TEL : 6319797600
SER.# : BROL2JB47977

DATE, TIME	12/15 15:09
FAX NO./NAME	17183979325
DURATION	00:08:34
PAGE(S)	00
RESULT	OK
MODE	STANDARD ECM



John Ciardullo Associates, P.C.
Memo

575 8th Avenue
New York, New York 10018
T: (212) 245-0010
www.jca-architecture.com

13

date: October 24, 2008

to: **Brother Joseph Rocco**
Monsignor McClancy Memorial HS
71-06 31st Avenue
East Elmhurst, NY 11370

tel: 860-277-8057

fax: 860-277-1303

from: Richard Piacentini

cc: **Kimberly Tibbetts**
Construction Services Claim
Bond & Financial Products
Travelers
One Tower Square 2S1A
Hartford, CT 06183 MMcMHS, PA-NYNJ

re: Performance Bond # 103836517

Brother Rocco,

A meeting was held on August 5, 2008 in the PA offices at LaGuardia Airport with Kimberly Tibbetts and Mr. Pedro Rosario to discuss the impending receipt of the construction completion proposal by Travelers from prospective contractors for the completion of the work on the above project.

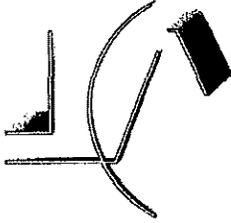
We provided a summary of the project payment issues and the liability of the Surety to date with respect to the amount of money left to be paid out by the Owner. This Memo will attempt to update these items along the status of all Payment issues including the following:

A. PA/FAA Grant Payment Status

<u>Itm.</u>	<u>Description</u>	<u>Amount</u>
1.	The Original Contract Price	\$7,200,000.00
2.	Plus recognized credit and extra change orders orders	\$49,877.07
	Subtotal	\$7,249,877.07
3.	The amount paid to the School by PA for contract work only	(\$6,018,900.84)
4.	Balance of Contract available from PA/FAA Grant	\$1,230,976.23

B. Fees, Back Charges and Damages charged to August 2008

1.	Additional contract administration fees due to Contract default to period ending September 30, 2008.	(\$110,318.19)
2.	Additional Engineering fees due to Contract default.	(\$73,500.00)
3.	Liquidated damages since July 23, 2007 to the NC Joint Venture. The charges stand at 459 days @ \$500 per day. (The school is willing to waive part of the liquidated damages based upon the professionalism	(\$229,500.00)



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exhibited by the Surety in the completion of the project.)

4. Back charges for work performed by the school and due based upon repairs due to failures of contract work to perform as required by specifications through payment #11. (\$176,732.15)
 5. The amount deducted from contractor payments for Owner work and damages since last payment.
 - a. Great American Restoration Services (Repair Flood Damage) \$3,341.12
 - b. Patco Service & Repairs, Inc. (Un-clog Drain) \$425.00
 - c. Home Depot - Air conditioner for Main Office \$324.04
- Subtotal* \$645,016.05

* Balance of original contract amount available to Surety for the completion of the project as of the date of this letter. Be advised that the amount available will continue to diminish daily at the rate of \$500 per day at least until the date of substantial completion.

Sincerely,

Richard Piacentini

Russo, Nicholas

McClanay H.S. IB

From: Nelson Parra [NParra@jca-architecture.com]
Sent: Thursday, August 21, 2008 4:19 PM
To: Jaffery, Zaheer
Cc: coach27bb@aol.com; Richard Piacentini; Pompa, Ed; Russo, Nicholas
Subject: Re: 08-08-20, Information pertaining to Default Work

Zaheer,

Following is the information requested in your email of 8/20/08, quoted below. A response to your email of 8/21/08 requesting additional information will follow.

Date of Default notice and date of start of work by Surety.

1. Notice of Default was issued on October 29, 2007 (Copy attached).
2. Other than minor punchlist items the Surety has not started work. They have decided to remove the general contractor and are currently in the process of reviewing bids for a new GC.

Anticipated Completion Schedule/Work Plan of Surety.

3. The Surety will provide a schedule and work plan upon selection of the new GC. At our meeting with the surety on 8/6/08 they indicated that they expect to complete all work within 3 months.

Current completion percentage and Punch-List.

4. The project remains at approximately 90% complete. A punchlist was prepared by JCA for architectural deficiencies and visually identifiable mechanical deficiencies. The Surety completed approximately 10% of the punchlist between February and May of 2008. A thorough M.E.P. punchlist is pending an evaluation of the mechanical systems by Lizardos.

Current Adds and Deducts for in-scope work.

5. Rounding to the nearest \$1,000, we estimate a total of approximately \$132,000 in additional work which was not in the original scope and a total of approximately (\$204,000) in credits for deleted or reduced work. Our estimates are attached. These numbers are based on JCA estimates and numerous negotiations with the contractor. They have not been finalized with the surety and may be subject to change. In addition to the above there are all packaged change orders which total a credit amount of +/- \$38,500. Also included in the attached estimates.

Status of payments by Surety to JCA (AE of Record) and Lizardos (Independent Mechanical Consultant).

6. No payments have been made by the Surety.

In your email of 3/28/08 to Ed Pompa you inquired about change order #12. That is a credit change order in the amount of (\$114,750.00) for the deletion of metal pipe enclosures from the scope of work. See page 6 of 7 in the attached breakdown.

In your letter dated 8/21/08 to Mr Steven Urlass of FAA, you noted that Change Order #4 is voided. Please note that CO #4 included an extra of \$106,486.52 and a credit of \$20,000.00. The extra was rescinded, however the credit of \$20,000.00 remains in effect. Therefore CO #4 is not voided, the amount changed from an extra to a credit. See page 6 of 7 in the

8/22/2008

attached breakdown.

Nelson Parra

John Ciardullo Associates
575 8th Avenue, 20th Floor
New York, New York 10018
t:212 245 0010 f:212 245 0020

>>> "Jaffery, Zaheer" <zjaffery@panynj.gov> 8/20/2008 11:01 AM >>>

Good Morning Nelson and Richard,
This project being in default, it needs a bit more scrutiny and responsiveness. I need the following information at the earliest.

Please refer to my e-mails of March 25, 2008 (to JCA cc Nick Mellto) and April 16, 2008 (to Nick Mellto, cc Piacentini) among other e-mails.

I have tried calling Nick to speak to him on a few occasions recently (including this morning) but have not been successful in either reaching him or him returning my call.

I also tried calling you guys this morning but missed you too.
The information I need is:

- Date of Default notice and date of start of work by Surety.
- Anticipated Completion Schedule/Work Plan of Surety.
- Current completion percentage and Punch-List.
- Current Adds and Deducts for *in-scope work*. (These are not change orders which I am sending to FAA separately, but the amounts owed for contractor's work-in-place and credits for monies paid for work that is to be remediated).
- Status of payments by Surety to JCA (AE of Record) and Lizardos (Independent Mechanical Consultant).

Please assist me to assist the project by leaving a not to Mr. Mellto to follow up on the above points.

Zaheer Jaffery
Port Authority of NY & NJ
School Soundproofing Program
225 Park Avenue South, 9th. Floor
NY, NY 10003
T (212) 435-3768; F (212) 435-3833

P.S. {Brother Rocco: It was a pleasure speaking to you. Have a great vacation. When you return, please call me so that I may arrange a visit to the School.}

NOTICE: THIS E-MAIL AND ANY ATTACHMENTS CONTAIN INFORMATION FROM THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AND AFFILIATES. IF YOU BELIEVE YOU RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY, PERMANENTLY DELETE THIS E-MAIL (ALONG WITH ANY ATTACHMENTS), AND DESTROY PRINTOUTS.

8/22/2008

McClancy High School

08-21-08

Summary of changes including credits, additions and change orders

Credits for Deleted or Reduced Work	Page 2	\$ (97,969.62)
Extras For Additional Work	Page 3	\$ 131,563.80
Other Credits for Deleted Work	Pages 4 & 5	\$ (106,300.00)
Change Orders	Pages 6 & 7	<u>\$ (38,492.87)</u>
		Total \$ (111,198.69)

Credits for Deleted or Reduced Work							
Item	Description	Unit	Total Contract QTY.	Total Revised QTY.	Credit QTY.	Unit cost	Total
1	Brick Removals (NCJV Means Proposal)	CF	360	0	-360	\$ 17.70	\$ (6,372.00)
2	New Brick at Pipe Chases	SF	1600	680	-920	\$ 22.00	\$ (20,240.00)
3	ADD Lintels at Horiz pipe chases per detail 6/A6.02: 45 Locations @ 2'-6" = 112 FT 112 FT x 9.1 lbs/FT = 1,019 lbs	lbs	1019	0	-1019	\$ 1.94	\$ (1,976.86)
4	Provide Steel frame at all slab openings per Detail 5/A6.03 & 6/A6.03. (42 deleted locations 288 LF) L4x3x3/8 = 8.5 lbs/ft x 288 LF = 2,448 lbs L7x4x3/8 = 13.6lbs/ft x 288 LF = 3,917 lbs Total = 6,365 lbs	lbs	6365	0	-6365	\$ 1.94	\$ (12,348.10)
	Field Welding Journeyman: 42 Loc @ 3 Loc/day = 14 days = 112 hrs Prevailing Wage Rate = \$ 77.28/hr	hrs	112	0	-112	\$ 77.28	\$ (8,655.36)
	Field Welding Laborer Prevailing Wage Rate = \$ 50.00/hr	hrs	112	0	-112	\$ 50.00	\$ (5,600.00)
5	Slab Removals: Saw Cut 42 Location 288 LF	LF	288	0	-288	\$ 6.00	\$ (1,728.00)
	Selective Demolition, Concrete, elevated slab, rubbish handling, Disposal	CY	2.96	0.72	-2.24	\$ 115.10	\$ (257.82)
	Selective Demolition, Dump Charges	T	6	0.94	-5.06	88.83	\$ (449.48)
6	Scrape, Prime & Paint Existing Lintels at Windows: 68 Loc (Masonry openings) 1 Man, 1/2 day/loc = 34 days = 272 hrs	hrs	272	0	-272	\$ 50.00	\$ (13,600.00)
7	Exterior Access and Misc work for CU#3 NCJV Schedule of values Item 05.05 \$31,400.00 - \$3,140.00 (for work completed) - \$15,000.00 (for Exterior stair & canopy) = \$ 13,260.00	LS	1	0	-1	\$ 13,260.00	\$ (13,260.00)
8	Interior Access and Misc work for CU#3 NCJV Schedule of Values Item 09.05 \$13,600.00 - \$4,080.00 (for work completed) = \$ 9,520.00	LS	1	0	-1	\$ 9,520.00	\$ (9,520.00)
9	Power line for CU #3 NCJV Schedule of Values Item 16.18 \$11,300.00 - \$10,170.00 (for work completed) = \$ 1,130	LS	1	0	-1	\$ 1,130.00	\$ (1,130.00)
10	Locker Room Removals 60 LF of 4" brick partition removals = 480 SF = 160 CF	CF	160	0	-160	\$ 17.70	\$ (2,832.00)

Total \$ (97,969.62)

McClancy High School

8/21/08

McClancy H.S. Extras For Additional Work							
Item	Description	Unit	Total Contract QTY.	Total New QTY.	Net QTY.	Unit cost	Total
1	Brick Removals Classroom/ Corridor (Based on NCJV proposal)	EA	12	32	20	\$ 86.76	\$ 1,735.20
2	New brick at Classrom / Corridor openings (including firestopping)	EA	12	32	20	\$ 50.00	\$ 1,000.00
3	Brick Base at UV	SF	0	378	378	\$ 24.00	\$ 9,072.00
4	Gyp. Board Soffits	SF	760	4700	3940	\$ 17.44	\$ 68,713.60
5	VCT at Horiz chase Loc	SF	0	600	600	\$ 2.07	\$ 1,242.00
6	Core drilling	EA	0	168	168	\$ 85.75	\$ 14,406.00
7	Electrical Modifications to light fixtures at new soffits (12 rooms) Based on JCA approved NCJV proposal	LOC	0	12	12	\$ 1,000.00	\$ 12,000.00
8	Suspended Ceiling in Guidance Office Acoustic Ceiling: \$ 6,336.00 New Lights: \$ 2,575.00 \$ 8,911.00 Based on JCA approved NCJV proposal	LS	0	1	1	\$ 8,911.00	\$ 8,911.00
9	Provide New Roofing at Location of Classroom Unit #3:	SF	0	800	800	\$ 16.50	\$ 13,200.00
10	Provide Suspended ceilings in two vetibules on South side. Based on JCA approved NCJV proposal	LS	0	1	1	\$ 1,284.00	\$ 1,284.00

Total \$ 131,563.80

McClancy High School

8/21/08

McClancy H.S. Other Credits for Deleted Contract Work

Item	Description	Unit	Total Contract QTY.	Total Revised QTY.	Credit QTY.	Unit Cost*	Total
1) Dwgs A3	Tollet #3: Remove, modify, reinstall folding partition. 24 Hrs Remove Urinal 8 Hrs Total: 32 Hrs	Hrs	32	0	-32	\$ 50.00	\$ (1,600.00)
	RM 102, 200, 202, 203, 204, 302: Remove, modify, reinstall: blackboard: 4hrs / Location Total : 24 Hrs	Hrs	24	0	-24	\$ 50.00	\$ (1,200.00)
	RM 104, 105: Remove, modify, reinstall: blackboard: 4hrs Built-in Closet: 8hrs Total 12hrs	Hrs	12	0	-12	\$ 50.00	\$ (600.00)
	RM 201: Remove, modify, reinstall: blackboard: 4 Hrs	Hrs	4	0	-4	\$ 50.00	\$ (200.00)
	Provide New roof access ladder Labor: 8hrs @ \$50: \$400 Materials: \$500 Total: \$900	LS	1	0	-1	\$ 900.00	\$ (900.00)
	RM 218 (Library): Provide new sliding book shelf Labor: 8hrs @ \$50: \$ 400.00 Material: \$ 1,000.00 Total: \$ 1,400.00	LS	1	0	-1	\$ 1,400.00	\$ (1,400.00)
	Modify all items along window wall (Magazine racks, shelves, 2 book cases, etc. 16 hrs	Hrs	16	0	-16	\$ 50.00	\$ (800.00)
	RM 222 (Faculty): Remove, modify, reinstall: Mailboxes	Hrs	8	0	-8	\$ 50.00	\$ (400.00)
	RM 226: Remove, modify, reinstall: counters & cabinets (4/A1.10)	Hrs	16	0	-16	\$ 50.00	\$ (800.00)
	2) Windows	Chase and pressure grout crack @ window perimeter (Note 12) (1 Man/1 M.O./1hr) x 76 M.O.'s	Hrs	76	0	-76	\$ 50.00
Remove and reinstall exterior & interior sills at all UV's w/ fresh air intake for Intel installation. Per 2/A4.03 and 2/A4.04 2 Men/1 Day/Loc = 16Hrs/Loc x 35 Loc = 560 say 500		Hrs	500		-500	\$ 50.00	\$ (25,000.00)
3) Locker Room Removals	Wall and other removals at locker rooms. 60 LF of 4" brick partition removals = 480 SF = 160 CF	CF	160		-160	\$ 10.00	\$ (1,600.00)

* \$50.00 Unit Cost for labor based on NYC prevailing wage rate for Laborer.

See contract documents NYC Labor Law 220 pg 43 - effective 7/1/04 thru 6/30/05

Subtotal \$ (38,300.00)

McClancy High School

8/21/08

McClancy H.S. Other Credits for Deleted Contract Work (Continued)

4) Piping Allowance	Mechanical Allowances per Note 33 M0.01 & Addendum 5 Item 2 , deleted, not required. Amount based on estimate prepared by the Surety's consultant.	LS	1	0	-1	\$ 68,000.00	\$ (68,000.00)
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Subtotal From Previous Page \$ (38,300.00)

Total \$ (106,300.00)

McClancy HS - JCA Approved Change Orders

8/21/08

Number	Description & Calculations	Amount
4 (4)	Classroom Trailer Extra of \$106,486.52 Rescinded Credit of \$20,000.00 per NCJV proposal dated 7/3/06: \$ (20,000.00)	\$ (20,000.00)
7 (13)	Upgrade Unit ventilators Conair proposal: \$ 14,157.00 18 Louvers by Tinron: \$ 3,770.00 Total (Including GC 5%): \$ 18,823.35	\$ 18,823.35
9 (n/a)	Chiller Fence Add (12) 4"x 4"x 1/2"x 10'-0" Galv Stl Posts 12 Posts and revised layout: \$ 6,700.00 w/20% OH&P: \$ 8,040.00	\$ 8,040.00
10 (19)	MPR Roofs above the stage Elite Roofing Proposal: \$ 16,500.00 w/ 5% GC OH&P: \$ 17,325.00	\$ 17,325.00
11 (18)	Roofing for Mail Classroom Elite Roofing Proposal: \$ 19,350.00 w/ 5% GC OH&P: \$ 20,317.50	\$ 20,317.50
12 (n/a)	Horizontal Mtl Chases (Credit) NCJV Sched'd value: \$ (135,000.00) Contingencies & General Provisions 15%: \$ 20,250.00 Total Credit amount: \$ (114,750.00)	\$ (114,750.00)
13 (26)	Steel supports for Expansion Tanks in MER Subcontractor work: \$ 6,400.00 w/ %5 GC OH&P: \$ 6,720.00 Minus \$ 850.00 Credit for original installation: \$ 5,870.00	\$ 5,870.00
14 (n/a)	Install new Gas Meter and Strainer Global Plumbing Proposal: \$ 2,821.68 w/ 5% GC OH&P: \$ 2,962.76	\$ 2,962.76
15 (12)	Redesigned Gym Ductwork Subcontractor proposal: \$ 8,820.90 w/ 5% GC OH&P: \$ 9,261.95	\$ 9,261.95
16 (27)	Protection for chiller Provide protective net over chillers: \$ 2,181.60 w/ 20% OH&P: \$ 2,617.92	\$ 2,617.92
17 (20)	Replacement Motorized Valves Conair Proposal: \$ 7,133.00 w/ GC 5%: \$ 7,489.65	\$ 7,489.65

See enclosed packages for each individual C.O.

Subtotal \$ (42,041.87)

Continued on next page

McClancy HS - JCA Approved Change Orders (Continued)

8/21/08

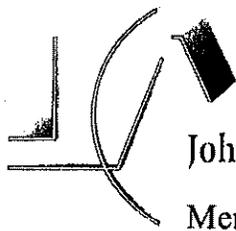
Number	Description & Calculations	Amount
18 (22)	Extra Stage work (Steel lintel and gypsum board partition) \$1200 Sub proposal will not be necessary. Include \$600 for completed portion of steel: Partial installation of steel clip angles: \$ 600.00 \$2300 Sub proposal will not be necessary. Include \$500 for completed portion of work: Partial Demolition: \$ 500.00 w/ 5% GC OH&P: \$ 1,155.00	\$ 1,155.00
19 (n/a)	Soundproofing Window #20 in MPR Tinron Proposal: \$ 2,280.00 w/ 5% GC OH&P: \$ 2,394.00	\$ 2,394.00

See enclosed packages for each individual C.O.

Subtotal \$ 3,549.00

Subtotal from previous page \$ (42,041.87)

Total \$ (38,492.87)



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York
New York
T. (212) 245-0010
F. www.jca-architecture.com

date: October 29, 2007

to: Nadir Uygan
Nagan Construction (NCJV)
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

re: McClancy H.S. Soundproofing

Mr Uygan,

Please be advised by this notice that the Owner, Monsignor McClancy Memorial High School (MMMHS) hereby finds the Contractor in default of the contract and formally terminates the Contractor's right to complete the contract. In addition, MMMHS directs that the NCJV construction crew remove themselves from the School property and not return.

By notice hereof the Bonding Company, in accordance with the terms of the Performance Bond #103836517 issued by Travelers Casualty and Surety Company of America, shall be charged with the completion of the work, as required, by their bond.

Please be advised that in support of the above:

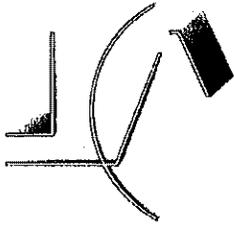
Liquidated damages accumulating at \$500 per day, beginning on July 23, 2007 and to date totals approximately \$49,000. Despite this penalty (and incentive), there has been no effect or reaction from the Contractor to stimulate production or increase work quality.

Based upon letters from subcontractors and suppliers, the MMMHS believes the contractor is in breach of his contractual obligations to pay his subcontractors in accordance with Chapter II, Paragraph 5 of the contract. The Owner will withhold all future payments pending resolution of these issues.

MMMHS also finds NCJV in breach of the following contract terms based on performance as discussed and recorded at numerous Progress Meetings, including that held on August 13, 2007 and as witnessed to date includes, but it not limited to the following:

1. Inadequate Progress

- a. NCJV was granted a seven month extension of time ending on July 23, 2007, based on a Construction Schedule provided by NCJV dated 12/07/2006. This schedule was confirmed by NCJV on 03-26-07.
- b. On August 13, 2007 it was recorded that only two to three men were working on any date during this summer and no significant change can be verified to date.
- c. On October 5, 2007 a letter was sent to NCJV from the Architect notifying NCJV of



their failure to submit proper notice of delay requesting the substantial completion date be extended beyond July 23, 2007 as required by the contract documents.

- d. MMMHS finds NCJV in breach of the following contract terms as described in Chapter III Provisions Relating to Time and Chapter VIII Special Provisions, Subchapter 19.

2. Inadequate Supervision.

- a. No continuous supervision is on site as required by the project specifications. Throughout the duration of this project, the field supervisor assigned by NCJV has been replaced multiple times.
- b. MMMHS finds NCJV in breach of the following contract terms as described in Chapter VIII Special Provisions, Subchapter 23.

3. Lack of security.

- a. Removal of temporary and permanent fencing has left the school property vulnerable to damage and intrusion and exposed a hazardous pile of equipment open to student injury.
- b. MMMHS finds NCJV in breach of the following contract terms as described in Chapter VIII Special Provisions, Subchapter 17.

4. Life Safety Issues.

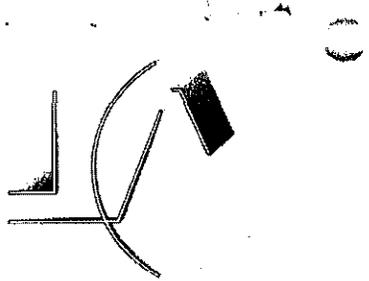
- a. Chases left open with sheet metal exposed is a hazard to the student, teachers and other building occupants.
- b. Failure to provide a functional fire alarm for the school during construction and provide adequate firestopping in significant locations for a considerable length of time.
- c. MMMHS finds NCJV in breach of the following contract terms as described in Chapter VIII Special Provisions, Subchapter 18.

5. Damage to School property.

- a. Roof leaks have developed in areas of new duct penetrations where no leaks previously existed.
- b. MMMHS finds NCJV in breach of the following contract terms as described in Chapter VIII Special Provisions, Subchapter 12, Drawing A2.10, Specifications Section 01340.

6. Poor appearance/quality of work.

- a. Missing ceiling tiles, open soffits and chases, water damage, chopped louver openings.



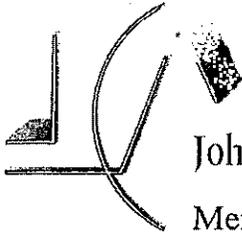
- b. MMMHS finds NCJV in breach of the following contract terms as described in Chapter VIII Special Provisions, Subchapters 11 and 12.

All attempts to resolve the above outstanding issues as described above have failed to stimulate the required progress by the NCJV to date.

NCJV shall schedule a meeting between the Owner, the Architect, the Bonding Company in accordance to the contract documents.

Nelson Parra

cc: N. Melito (MMHS), K. Tibbetts (Travelers), N. Russo (PA RE), Z. Jaffery (PA Aviation)



John Ciardullo Associates, P.C.

Memo

13
575 8th Avenue
New York, NY 10018
T. (212) 245-0010
www.jca-architecture.com

date: June 30, 2008

to: Mr. Joseph Mizrahi, PE
Lizardos Mechanical and Electrical Engineering
200 Old Country Road
Suite 670
Mineola, NY 11501

tel: 516.484.1020

fax: 516.484.0926

from: Richard Piacentini

cc: MMcMHS, PA-NYNJ

re: Performance Bond # 103836517

Mr, Mizrahi,

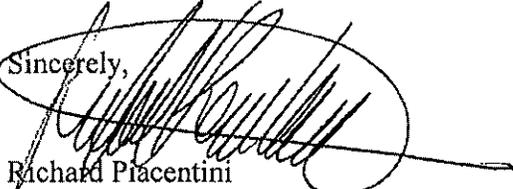
I have been instructed by the School and the Port Authority to inform you that the proposal for field investigations at the above referenced School submitted by Lizardos to the PA on March 19, 2008 above your signature in the not to exceed proposal amount of \$73,500 has been accepted by the owner and PA/FAA for the project.

The services to be provided by Lizardos are for insuring the project quality for the protection of the PA/FAA investment in the project. As such, these services are not included in the scope of design services provided by JCA under the Owner Architect Agreement and are also not included in the contract for construction. Based upon the above, these hourly fees will be submitted to the school along with all deliverables and any documentation necessary or requested by PA/FAA for reimbursement to the school.

Upon formal approval of your reports and your invoice a payment requisition for transfer of funds from the PA/FAA to the school will be initiated. A check will be issued to your office upon receipt of PA/FAA funds in the school's account.

If the above is acceptable, please contact this office to schedule the commencement of your on site activities.

Sincerely,


Richard Piacentini

cc: Nick Russo; Ed Pompa, Nick Melito

RECEIVED
PORT AUTHORITY NY/NJ

JUL - 7 2008

R. PIZZENTINI

113

THE PORT AUTHORITY OF NY & NJ

WILLIAM R. DECOTA, DIRECTOR
AVIATION DEPARTMENT
225 PARK AVENUE SOUTH, 9TH FLOOR
NEW YORK, NY 10003

December 12, 2006

Brother Joseph Rocco, SC, Ed.D, Pres.
Msgr. McClancy Memorial High School
72-02 Thirty First Avenue
East Elmhurst, New York 11370-1726

Subject: **AIRCRAFT NOISE ABATEMENT PROGRAM
SCHOOL SOUNDPROOFING PROJECT
MSGR. McCLANCY MEMORIAL HIGH SCHOOL
EAST ELMHURST, NY, JFK 49-92, LGA 67-99, 80-02 & 98-03
JOHN CIARDULLO ASSOCIATES (JCA) PAYMENTS**

Dear Brother Rocco:

This is in response to your November 20, 2006 letter regarding payments to the Architect and which forwarded a November 14, 2006 Memo from JCA on that issue. We have reviewed the documents and the JCA design contract and find the following Articles:

- 2.6.1: The Architect's responsibility to provide Basic Services for the Construction Phase under this agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the owner of the final Certificate for Payment or 60 days after the Substantial Completion of Work.
- 2.6.5: (1st line) The Architect...shall visit the site at intervals appropriate to the stage of the Contractor's operations...as agreed in Article 12.
- 2.6.4: The Architect shall conduct inspections to determine the date of substantial Completion and the date of final completion...
- 11.3.2 (Last 2 lines): Once approved, the costs of additional services are negotiated in lump sum with Port Authority and FAA approval
- 11.5.1 indicates 28 months as the period for the Basic Services.
- Change Order #1 increases the Phase III (Construction) fee by \$48,854.00 to a total of \$75,562.00.

Payment Method: Although JCA takes the position that payments for the Phase III fee should be in equal monthly installments, the number of months is not specified in the contract. The JCA Invoice shows 18 months starting 8/11/05 and that would end 2/11/07 but the JCA Memo says duration of this project ends in January of 2007 (last line of page 1.). In any case, payment on a monthly basis would be very impractical. What would happen if the actual construction time did not equal the projection. If it were longer than projected, would JCA continue, without additional payments, to construction completion as required under Article 2.6.1? If the period were shorter than projected, would JCA then forego the value of the unused months?

The percent complete payment method used by the PA in this program, provides a practical way to distribute the fee across the entire construction period. In addition, this payment method has been used consistently in this Program for a number of years and JCA should have been aware of this. JCA, due to their long association with this Program should also be aware of the School's responsibilities to the PA under our Letter of Agreement. Therefore the PA will continue to pay the school under this method. If the school and JCA find it appropriate, the school can make payments in advance of the PA reimbursement.

Number of Site Visits: The Original contract provides for 24 site visits. However, Change Order (CO) #1 increased the Phase III fee by a factor of over 2.8. While the CO does not specify a new number of visits, the Phase III fees are predominantly for construction oversight and the costs for bidding and closeout did not change substantially due to the additional work covered by the CO. Therefore it is reasonable to assume that the number of visits would be increased to approximately 67. The JCA Memo does not indicate the number of site visits accomplished to date and does not estimate how many more will be required to complete the work.

Our normal approach to a project is that the Architect is expected to bring the project to completion at the fee negotiated at the start of work. If there is a substantive change in scope (such as the addition of Air Conditioning & rooms in this project) the architect must request and support a Change Order.

The JCA Memo addresses the disparity in payment methodology and includes the phrase "...provide additional funding to pay for our extended services..." however it does not provide any justification or amount. If JCA believes that there has been a substantial change in the project scope or conditions that justifies an additional fee they should explain the change, how it came about and why this increased the cost to JCA.

Construction Contract: The Memo also states that the contract duration for the contractor expires (as mentioned previously) in January 2007 and implies that the work will not be complete at that time. The Memo neither explains why this delay has occurred nor if the contract includes a provision for liquidated damages. If the contractor extends the work period, the liquidated damages should be used to cover any additional costs to JCA and/or to the school.

Finally, the Memo states "... the Contractor is in total and complete control of the progress of the project and the schedule for its completion." While the JCA contract does not provide a specific requirement to control contractor activities, it is clear that JCA is the owner's representative regarding the construction work. Therefore the School would expect JCA to be aware of the contractor's progress, advise the school of any existing or arising problems and suggest actions that the school should take to avoid or correct the problems. For JCA to completely disavow any responsibility for the contractor is a disservice to its responsibilities to its client.

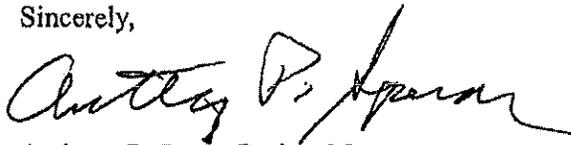
12/12/06

Conclusion: As previously stated, at this time we will continue to process payments on the basis of the contractor's % completion, which, including construction payment #6, stands at 70%. Note that JCA's invoice #10 shows the phase III payment based on 18 months beginning 8/11/05 and requests payment for 13 months or 72.2%. In addition, a further allocation of the Phase III Fee was provided to JCA on 12/12/05 and was not contested. This assigned \$5,000 to Bid & Award (previously reimbursed to School), \$60,000 for oversight, (with this payment that the total reimbursed will be \$42,000), \$5,000 for the Final Acoustic Report and \$5,520 for the Closeout Documents (As-Built Drawings, etc.).

The JCA Invoice #10 is for 13 of 18 months, 72.2% of the entire Phase III (or \$54,572.55). This Invoice does not include the allocation to Bidding and the final costs mentioned above. These are significant actions for JCA and, when those allowances are considered, the results of the two methods are not that different. That is, at this point the total PA reimbursement for Phase III will be \$47,000.

Please call me if you and the JCA staff have any questions on this matter. (212-435-3747)

Sincerely,



Anthony P. Spera, Project Manager
School Soundproofing Program

CC: Paul Spears (JCA)
Richard Piacentini (JCA)

13



MONSIGNOR MCCLANCY MEMORIAL HIGH SCHOOL
BROTHERS OF THE SACRED HEART

OFFICE OF THE PRESIDENT

BROTHER JOSEPH ROCCO, S.C., Ed.D.
PRESIDENT

November 20, 2006

Mr. Anthony Spera
Aviation Department, Aviation Planning, School Soundproofing
225 Park Avenue South, 9th Floor
New York, New York 10003

Dear Mr. Spera,

Brother Robert Connolly has forwarded to me documents from your recent conversation with him. Regarding reimbursement of the invoices for the fees of our architects, I have received several phone calls and finally a letter, a copy attached, from them questioning why money is withheld from each invoice.

I have reviewed the architect's invoices to this point, and reviewed to the best of my ability their billing methods that are based upon our contract with them. I believe their invoices to be accurate.

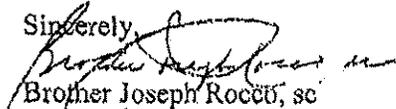
I have told them that we also do not understand why their invoices are not paid in full by the Port Authority in the same manner by which the contractor's invoices are paid. We believe that our architect is just as important to the soundproofing project as the contractor, who we now understand will be unable to complete the project until at least July of 2007.

The architect's enclosed letter is accurate to the fact that they have performed all the work requested of them since the start of construction. They are still attending weekly meetings held at the school along with representatives of the Port Authority resident engineer's office from LaGuardia Airport. They also attend additional meetings at engineer's office request. In addition, the architects are often at the school twice a week or even more to check on the work status, dimensions or reply to the contractor's questions.

We do not feel comfortable withholding this money from their invoices and feel that due consideration be given to their current invoices. In addition, their requests for additional money should be given should the contract time be extended through no fault of their own. We are concerned by the amount that has already been withheld, and the fact of, how much more will be withheld from the current invoice.

Once again, Monsignor McClancy High School appreciates all the great work being done for our school. Please consider meeting with all of us, if necessary, to resolve this situation.

Sincerely,


Brother Joseph Rocca, sc
President

BJR/fr

Encl.

Xc: Richard Piacentini ✓
John Ciardullo Associates, P.C.

Russo, Nicholas

From: Richard Placentini [RPlacentini@jca-architecture.com]
Sent: Tuesday, January 15, 2008 7:34 PM
To: coach27bb@aol.com
Cc: garyesq@aol.com; Nelson Parra; Vero, Anthony; Pompa, Ed; Russo, Nicholas; bro_rocco@prodigy.net
Subject: Letter of January 14, 2008

Nick,

I have received your letter of January 14, 2007. (attached)

I would have preferred that you called and told me personally what happened at the meeting rather than blaming me, in writing, no less, for ... being unprepared? Our complete and concisely prepared documentation was laid on the table for all to see.

The School's case, to my mind, and as we have previously discussed it, is completely in accordance with the contract documents and is supported physically by the poor conditions in your building and in writing with photographic evidence produced by JCA for the review of all. Together with the project meeting minutes and the complete records we have maintained, there is proof beyond any reasonable doubt of contractor failure. The Contractor's case was, is and remains unsubstantiated by any physical or documentary evidence that we have seen to date.

Opening up a discussion of the project at the contractor's level or my participation in this discussion/argument at this meeting was not part of our strategy as we planned it in Brother Rocco's office at the school the meeting on January 4th 2008 between Nelson, Mr. Miret, yourself and I. We produced a strategy for our meeting on Friday January 11, 2008 that did not include allowing NCJV representatives to make claims based upon half truths, misstatements or other fabrications of the Joint Venture without requiring them to prove it.

This was why I held my tongue at the meeting and why I believed Mr. Miret terminated the discussion and stood on the point. He had already very skillfully and clearly illustrated in a few questions to Mert Bil, that there was an essential breakdown of contractor responsibility in the installation of the unit ventilators, not to mention raising several potential subcontractor/contractor conflicts of interest.

You are certainly aware that Nelson and I spent over four weeks preparing ourselves, the school and your attorney for this meeting.

When we had to leave, the Bonding Company was outside the room considering Mr. Miret's demand that the contractor was not to be permitted to continue with the project using the same sub contractors that have been determined by the PA, the School and JCA to have been ... unsatisfactory.

Your letter did not even inform me of the meeting's outcome.

Please let me know what occurred. How did the PA stand in support of the school? Their critical role in the project payments can not be ignored.

I would rather discuss what can be done to address the current situation, whatever it may be, together as a team, than to break faith and turn on one another.

After observing and participating in the meeting for more than an hour, I was forced to leave due to circumstances beyond my control. However, when I did leave, it was my impression that we had heard all the

1/16/2008

discussion that the school's attorney was prepared to listen to and Mr. Miret was proceeding with the strategy we discussed in Brother Rocco's office last Friday with, we believed, the full support of the PA REO.

I regret that your letter failed to consider all the work we did to provide you with all of the documentation necessary for your default claim including the 100 page unacceptable Items package listing more than 400 defective work items with over 300 color photographic illustrations and cost estimates for your benefit. We even brought additional copies to this meeting in support of the school's position.

I believe that we have built up a relationship in good faith with you and the school and that I could personally depend upon your support as we continue to provide ours in order to achieve your goals. Now more than ever, we need to remain united.

I have left messages on your cell and office phones.

Richard M Piacentini, RA
John Ciardullo Associates, PC
Architects/Planners
575 Eighth Ave - 20th Floor
NY, NY 10018
212 245-0010 Ext: 7314
RPiacentini@JCA-Architecture.com



NICHOLAS C. MELITO
ASSISTANT TO THE PRESIDENT
DIRECTOR OF ADMISSIONS

MONSIGNOR MCCLANCY MEMORIAL HIGH SCHOOL
BROTHERS OF THE SACRED HEART

OFFICE OF ADMISSIONS

January 14, 2008

Mr. Richard Piacentini
John Ciardullo Associates, P.C.
575 8th Avenue
New York, NY 10018

Dear Richard,

We are deeply disappointed with your performance at the last meeting at the Port Authority. After meeting with you and our school attorney, we expected you to be totally prepared to answer all construction questions and to provide insight into the outstanding issues of this project. We thought we made it clear that we needed both you and Nelson to provide information that would not only convince the bonding company to take over the job, but also, to point out Nagan's ineffectiveness and shortcomings. Instead, you and Nelson could not answer the simplest questions.

We were amazed at your unpreparedness and lack of knowledge regarding this project. Your unresponsiveness indicates to us that you have lost interest in our project. This was also evidenced by your early departure from the meeting. We were left to answer questions that would be totally related to your expertise. We found it totally unacceptable that in a meeting of this magnitude, you would just get up and leave at such a critical time. Either the school should have been notified that you would have to leave the meeting at a certain time or you should have cancelled all other meetings that day in order to meet your contractual obligations to the school.

We are aware that you have money issues with the Port Authority and the FAA. You have expressed to us in the past that you will complete this job to the best of your abilities. The school has taken you at your word, but your performance at this last meeting has left serious doubt in all of our minds. We would hope that in the future, your commitment to this project will be as strong as it was in the beginning. The school still has a long road ahead of it and we need the full resources and cooperation of our architects to achieve our ultimate goal. Please

Mr. Richard Piacentini

Page 2

take note that not only are these the observations of the school, but your performance was duly noted by the Port Authority.

Sincerely,



Nick Melito
Assistant to the President
Msgr. McClancy Memorial High School

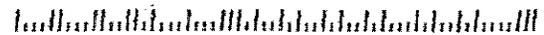
cc: Brother Joseph Rocco, sc
Brother Robert Connolly, sc
Gary Miret, Esq.
Nick Russo ✓
Ed Pompa
Anthony Vero

MONSIGNOR MCCLANCY MEMORIAL HIGH SCHOOL
OFFICE OF ADMISSIONS
71-06 THIRTY-FIRST AVENUE
EAST ELMHURST, NY 11370-1726



Mr. Nick Russo
Port Authority of NY & NJ
LaGuardia Airport, Central Terminal Building
Resident's Engineer's Office Room 3927
Flushing, NY 11371

11371+00000





December 21, 2007

200 Old Country Road, Suite 670
Mineola, New York 11501
516.484.1020
fax 516.484.0926
Two Penn Plaza, Suite 1500
New York, NY 10121
212.292.5121
fax 212.292.5122
www.leapc.com

PRINCIPALS

Evans J. Lizardos, P.E., LEED™
President
Joseph Mizrahi, P.E.
Executive VP/Managing Officer

Ralph Aldorasi, P.E.
John E. Lizardos, P.E., LEED™
George A. Lombardo, P.E., LEED™
Daniel J. O'Sullivan, P.E., LEED™
Douglas J. Pavone, P.E.
Marios C. Tinsl, P.E.

ASSOCIATES

Dana L. Harris
Senior Associate
Keith P. Brumbly
Senior Associate
Thomas J. Cusack, P.E. LEED™
Senior Associate
Jeffrey Donahue, P.E.
Howard Johansen, P.E. LEED™
Vladimir P. Lamin
Robert A. Lojac, P.E.
Linda A. McNulty, LEED™
Frank P. Panasci
Kazimir (Miro) A. Sumberac

Mr. Nick Melito
Monsignor McClancy Memorial High School
71-06 31st Avenue
East Elmhurst, NY 11370

Reference: Mechanical and Electrical Investigation Report
Lizardos Proposal No. 3858

Dear Mr. Melito:

As requested Lizardos Engineering Associates, P.C. (Lizardos) has prepared this proposal to provide mechanical and electrical engineering services for the referenced project.

Currently, Monsignor McClancy Memorial High School (McClancy) is experiencing mechanical problems with their newly installed heating, ventilation and air conditioning (HVAC) system in which the fan coil units in some classrooms are not producing any heat. The school has requested Lizardos to perform an engineering investigation in order to find the source of the problem and make recommendations to remedy the issue.

Lizardos intends to provide the following Scope of Services in connection with this project.

SCOPE OF SERVICES

1. Conduct field investigation in all classrooms and areas where the new fan coil units have been installed. Lizardos will ascertain all existing conditions and visually inspect the problem units that currently are not functioning with the help of a mechanical contractor (retained by McClancy).
2. Review any available documents (i.e. shop drawings, design drawings, etc.) for the installed fan coil units and associated equipment.
3. Coordinate with the architect for any other documentation that Lizardos can review to help in the understanding of the installation of the fan coil units.
4. Meet with McClancy, the architect, the fan coil unit manufacturer (Trane) and a Port Authority of New York and New Jersey (PANY/NJ) representative to review all of the findings and to discuss options to remedy this problem.
5. Prepare a letter report describing existing conditions, recommendations and associated cost estimate.

FEES

The engineering fee for the Scope of Services described shall be a fixed fee as follows:

Field Investigation	\$ 5,000.00
Review of Documents	\$ 1,500.00
Meetings	\$ 2,000.00
Preparation of Letter Report	\$ 2,500.00
Reimbursable Expenses*	\$ 300.00
	<u>\$ 11,300.00</u>

**Reimbursable expenses to be invoiced in addition to the above fees are as described in the attached Terms and Conditions.*

All engineering services shall be invoiced monthly based on the percentage of work completed. If additional services are required, rates will be based on the attached rate schedule.

We will schedule work for this project upon our receipt of your written authorization to proceed. This proposal will remain in effect for 30 days from the date of this proposal.

We trust that the terms set forth in this proposal as well as our Standard Terms and Conditions which are enclosed and constitute a part of our proposal sufficiently detail the engineering services which you require Lizardos to provide in connection with this project. If you find these terms acceptable, please sign and return the enclosed copy of this proposal. If you should have any questions, please feel free to call me.

Sincerely,

LIZARDOS ENGINEERING ASSOCIATES, P.C.



Joseph Mizrahi, P.E., Executive Vice President

Enclosures

cc: Mr. E. Lizardos, Lizardos
Mr. J. Lizardos, Lizardos
Ms. M. Cocchi, Lizardos
Accounting

ACCEPTED:

By

Name and Title

Date

13

M.M.H.S.

Nagan/Conair, (JV.)

12/27/2007

Kimberly J Tibbetts
Travelers Cas.&Surety Co. of America

One Tower Square - Bond Claim
Mail Drop - 2S1
Hartford CT 06183

Re: Fire Alarm System Issues

Dear Ms Tibbetts,

Immediately upon receiving JCA's improper notice of termination dated October 29, 2007 on November 1, 2007, NCJV has sent a memo to school and the architect, stating among other things that should the Owner decide to pursue completion of minor installations and punch list work by its own means or with other contractors, we demand to be informed about such work on a timely basis and should be allowed to send a representative for observation. Unless we are represented during the performance of such work, our warranties will be void and we shall not assume any responsibility for any damage or fault on the HVAC and Electric equipment installed.

Upon receiving JCA's comments based on a report prepared by others on the new fire alarm system during the meeting of November 19, 2007 at PA-LaGuardia Offices, we have timely responded to JCA's November 21, 2007 deadline with a 7 page report by our electric sub-contractor ELMAC ELECTRIC INC stating that the new Fire Alarm System has been installed according to the specifications and again repeated the fact that " At this point we are requesting that Elmac Electric Inc. and New York Fire Detection Inc. are present if anything is being done with the fire alarm system in the future, as this can lead to void warranties"

Regardless of our notices and requests, JCA has informed us in their punch list cover letter, dated December 4, 2007, that the new fire alarm system "has already been repaired by others". As per the reports prepared by our subcontractors (see Attached response from Elmac Electric), we restate that the fire alarm system was installed according to the approved submittals and shop drawings, and complies with the local codes and requirements.

In addition, during my visit (pre-arranged w/ Mr. Nick Melito to address HWP -1 issues) to MMMHS today; with Conair Corp's technician, I noticed by chance personnel from Keyspan, Port Authority of NY & NJ and MMMHS Electrician working on the new gas booster pump control panel, Rooftop AC unit #1 and 2, regardless of our previous requests to have an NCJV representative be present during such interventions by others.

Date: 12-27-2007

As a result of the foregoing, all HVAC and Electric equipment warranties are suspended and NCJV will not be held responsible for any damages related to fire alarm system problems and hazardous life-safety conditions caused thereby.

If you have any questions, please call me at any time.

Mert Bil

Project Manager
Nagan Construction Inc.



1B

MSGR. McCLANCY MEMORIAL HIGH SCHOOL
 Office of Advancement
 72-02 31st Avenue
 East Elmhurst, NY 11370
 718-397-9343
 Fax: 718-397-9325

e-mail: mcclancyhs@yahoo.com
 Website: www.msgrmcclancy.org

FACSIMILE TRANSMISSION

DATE 12/17/07

TO: Nick Russo / AD Pompa FAX NUMBER 7185333768

FROM: Nick McClancy TOTAL PAGE SENT 4
 (Including cover)

SUBJECT: Proposal

MESSAGE: (if any) Let me know if you have
any other suggestions.

"McClancy...the High School that makes a difference!"

statement from your company as the surety in this matter an estimated number of hours that Mr. Rosario or any other representative of St. Paul Travelers Bond Company, NCJV or any sub-contractors will be on the premises and the hours which he intends to be on said premises in performance of his duties.

As to Paragraph Two due to the fact that there exists an estimated cost of damages by NCJV in the vicinity of \$741,000.00 as per the Unacceptable Item Cost Estimate provided to all of the parties by John Ciarcullo Associates, P. C., absolutely no payments shall be released until all of the issues addressed in paragraph Five are resolved to the satisfaction of my clients.

As to Paragraph Five my clients are requesting that sub-item number four state that "all other issues regarding the completion of not only the remaining work, but also any and all EXISTING defective parts and labor be corrected. Once all of the items in paragraph Five are resolved to the complete satisfaction of my clients will the issues presented in Paragraph No. Two be addressed.

As to Paragraph Six it is the position of my client that prior to NCJV providing Msgr. McClancy Memorial High School with any manpower loaded schedule, we are requesting that we be provided with a list of all approved Port Authority of New York and New Jersey Contractors and Sub-Contractors for review. Upon said review, my clients will then advise if the Contractor and/or Sub-Contractors which are being provided to my client for the completion of all outstanding work issues are acceptable to enter the school grounds therein. Further my client is requesting that a schedule of the work that will be performed at the school for the completion of said project be provided with estimated dates and times of commencement and completion. Further, with said schedule we are requesting that the work project itemize the Contractors and Sub-Contractors who will be performing said task and what their responsibilities shall be. With such being said, the Contractors and Sub-Contractors being proposed must provide resumes and business backgrounds for an internal check of their credentials by my client prior to the commencement of any work by NCJV or their agents.

As to Paragraph Seven it should reflect that in the event that Msgr. McClancy Memorial High School rescinds and withdraws the letter of Default by NCJV, that within Ninety(90) days of the completion of the work by NCJV and the school is not satisfied with said work product and/or new defects and workmanship issues arise which are unacceptable to the Msgr. McClancy Memorial High School and the Port Authority, the School then within said Ninety Days or at any time thereafter shall retain its right to reinstate its formal declaration of default/termination and renew its demand upon Travelers under the Performance Bond. Further the Bond company will retain the Bond in question for said period of Ninety(90) days after completion of said project in order to insure the rights, claims, defenses, position of Msgr. McClancy Memorial High School. Said agreement does not bar Msgr. McClancy Memorial High School from any and all avenues of relief and redress in the event of a subsequent breach by NCJV and its agents, sub-agents and employees in the lack of performance of said agreement.

As to the remaining paragraphs, such are acceptable at this time, however prior to the final signing of any agreement, my client retains the right to review and accept or reject said paragraphs thereafter

The position of my client is that irreparable harm has occurred as a result of their misplaced trust and confidence in NCJV. Therefore, the completion of this project has to be given the priority and care so that issues that have arisen will not arise again. Please review my clients position in this matter and contact me with your clients position as to the changes and requests.

I await your response in this matter.

Sincerely Yours,



Gary F. Miret, Esq.

GFM/sm

cc. Brother Joseph Rocco, S.C., President, McGr. McClancy Memorial High School
Mr. Nicholas Melito, Director of Campus Services, McGr. McClancy Memoria High School
Mr. Howard Burger, Esq. Counsel for NCJV Construction Inc./Conair Corp.
Mr Richar Piacentini, John Ciardullo Associates

MMHO
IB

Mr. Anthony Vero
LaGuardia Airport, Central Terminal Building
Resident Engineer's Office Room 3927
Flushing, NY 11371

Aircraft Noise Abatement Program - School Soundproofing Project
Monsignor McClancy Memorial High School - LGA 841-099

Dear Mr. Vero,

As discussed in recent meeting, McClancy HS has decided to default the general contractor on the above project.

The contractor has failed to complete the contract work on time in accordance with the contract documents. Many items in place have been rejected and have not been repaired. The school is now faced with certain life safety issues which must be corrected as soon as possible. These life safety items include non-operable and non-conforming equipment and lack of heat, with no reports from the contractor indicating what the problems are and how they will be fixed.

An independent, professional engineer and a mechanical contractor to assist them will be brought into the school to evaluate the project and determine how to address the heating problems.

McClancy HS hereby requests the PA Resident Engineer pay the engineer and mechanical contractor directly to perform this evaluation and provide solutions to the heating problem.

Sincerely,

Brother Joseph Rocco, sc
President



Windsor Electrical Contracting, Inc.

95-01 Brisbin Street
Jamaica, NY 11435
windsore@aol.com

Tel: (718) 850-6523
Fax: (718) 850-6525

Invoice

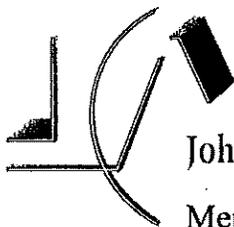
Date	Invoice No.
12/14/2007	REQ # 01

Bill To
Msgr. McClancy Memorial High School 72-02 Thirty-First Avenue East Elmhurst, NY 11370-1726

Project
Msgr. McClancy Memorial High School 72-02 Thirty-First Avenue NY 11370-1726 East Elmhurst, NY 11370

P.O. Number	Terms	WE P.O No.	Contract Value
LGA 841-099	Due on receipt	07-033	\$ 33,750.00

QTY	Description	Unit	Amount Due
	90% Completed on Contract Electrical Work	30,375.00	30,375.00
		Total	\$30,375.00



John Ciardullo Associates, P.C.

Memorandum

IB
575 8th Avenue
New York
New York
T. (212) 245-0010
F. www.jca-architecture.com

date: December 12, 2007

to: **Mert Bil**
Nagan Construction (NCJV)
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

re: McClancy H.S. Soundproofing

Mr Bil,

This is in response to NCJV's letter dated 11/21/07 responding to JCA's letter of 11/16/07 regarding deficiencies and nonconformances in the fire alarm installation.

NCJV's statement that issues raised by JCA, Lakhani & Jordan, and PA about the fire alarm installation are not true, is incorrect and frankly preposterous.

The deficiencies and nonconformances in the fire alarm installation as noted and documented in our previous correspondence are factual and obvious and not a matter of opinion.

Please see JCA letter of 11/27/07 which outlines the fire alarm and deficiencies and nonconformance issues found so far.

The issue has been referred to the owner who has decided to repair the defect and conform the work to project specifications so that the school will have a working F.A. system as required by NYCBC.

The cost of this work will be deducted from NCJV's payment.

Nelson Parra

cc: N. Melito (MMHS), N. Uygan (NCJV) K. Tibbetts (Travelers), N. Russo (PA RE)

113



MSGR. McCLANCY MEMORIAL HIGH SCHOOL
Office of Advancement
72-02 31st Avenue
East Elmhurst, NY 11370
718-397-9343
Fax: 718-397-9325

e-mail: mcclancyhs@yahoo.com
Website: www.msgrmcclancy.org

FACSIMILE TRANSMISSION

DATE 12/12/07

TO: Nelia Paez FAX NUMBER 2122450075

FROM: Nick Melito TOTAL PAGE SENT _____
(Including cover)

SUBJECT: Unit ventilators

MESSAGE: (if any) Call me when you get home

"McClancy...the High School that makes a difference!"

Report of unit Ventilators
that are not working properly.

GYM 2 Unit not working AT ALL (Low coil temp Detect)

01 A 57.8 TEMP

01 B 58 TEMP

02 A 50.3

02 B 50.4

03 B Low Coil TEMP DEFECT

Bio LAB 1 53.5

2 51.2

3 51.2 Unit off (LEAKS)

Faculty Room 31.7 TEMP (Low coil temp Detect)

Finance Office 1. 25.1 TEMP (Low coil temp Detect)

2. 24.5 TEMP (Low coil temp Detect)

Guidance -

1. 58 TEMP

2 58 TEMP

Library 4 58.9 TEMP

Main office 1. 46.9 TEMP

2. 33.4 Low coil TEMP

3 27.5 Low coil TEMP

201A 43.7

205A 57

2050 57

Principal office 2 outdoor Airtemp Failure 59 TEMP

Chem Lab

1 53 TEMP

2 53 TEMP

3 59.6 TEMP

Physics Lab 1 59 TEMP

300

A 57 TEMP

B 57 TEMP

301

A 59 TEMP

B 59.6 TEMP

303 A off Blows cold air

304 A 49.9 TEMP

B 49.9 TEMP

305A 52.7 TEMP

B 52.8 TEMP

306 A 59

B 59

307 A 49

B 49

14/6

WE HAVE HAD TO PUT ELECTRIC HEATERS IN THE FINANCE OFFICE, FACULTY ROOM, MAIN OFFICES, GYM 2.

~~THIS~~ ALSO, THE BIG HEATERS IN THE GYM AND THE MALL

MOST OF THE HEATERS WERE PROVIDED BY THE CONTRACTOR. WE DID HAVE TO BUY 2 HEATING UNITS FROM HOME DEPOT FOR WHICH WE WILL BACK CHARGE THE CONTRACTOR.

PLEASE KEEP IN MIND THAT ROBERT FROM TOWN WAS AT SCHOOL LAST WEEK WITH HIS TECHNICIAN AND THEY CHECKED THE UNITS. THEY TOLD ME THAT THE UNITS WITH (LOW COIL TEMP DETECT) WERE ~~TO~~ EITHER INSULATED OR INSTALLED WRONG. UNITS WERE GIVING FALSE TEMPERATURE READINGS BECAUSE THEY WERE BLENDING IT WITH COLD AIR FROM BEHIND THE UNIT. THESE UNITS ARE EITHER INSTALLED OR INSULATED WRONG. HE ~~WILL~~ FILED A REPORT AND SENT IT TO BLUE SKIES AT CON AIR.

FOR YOUR INFORMATION,

THE HEAT IS SET NEVER TO GO BELOW 60 DEGREES SEVEN DAYS A WEEK.

Unfinished Work in the College Guidance Area

Ante Room North West Area

- The ceiling vent is covered by ceiling, not vented

Secretary's Office -South West Area

- The closure wall piece near the windows and between the two rooms is missing.
- There is a space between the radiator and wall allowing air to vent out rear.
- The right window is not properly fitted. It needs insulation to prevent outside breeze on both sides.
- The radiator is missing a front bottom cover.
- The North Wall on either side of the radiator has carpet holes and spaces.
- The Right Wall (Northwest) near the top of the windows has a hole in the bricks.
- The Left Wall (Southeast) has a pipe protruding.
- The Left Wall (Northeast) has a gaping pipe hole.
- The ceiling vents between the offices and the anteroom are under the dropped ceiling.
- The paint on the new soffit has finger marks. The edge joint is not painted in a finished way; it needs touching up.
- The grouting of the new bricks above the radiator is uneven.

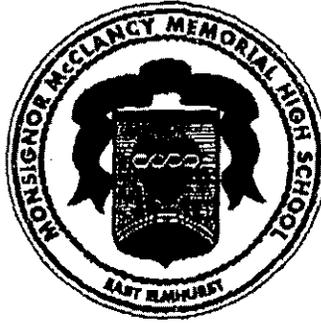
Small Office on left of Ante room-North East side

- Left or Southeast side beginning above the vent and continuing into a larger area needs grout or plastering.
- The northeast area of the soffit needs cleaning --streaks resulted from plugging up ceiling hole above with cement. It was never cleaned.
- The rear wall is pockmarked with unused drilling holes.
- The carpet in the rear of desk is damaged by the hole of the abandoned pipe.

File Room and Office next to Secretary's Office -South East

- A yellow area near ceiling on left wall southeast needs paint.
- Two bricks are damaged on the same wall resulting from a sledgehammer.
- A large hole needs to be covered on new wall near windows.
- On the west wall, pipes protrude and a hole gapes.
- The windows have no handles.
- The bottom of the radiator needs a cover.
- The ceiling vents between the offices are under the dropped ceiling.
- The grouting of the new bricks above the radiator is uneven.
- The grouting on the new wall in the corner is a darker than the original.

1B



MSGR. McCLANCY MEMORIAL HIGH SCHOOL
Office of Advancement
72-02 31st Avenue
East Elmhurst, NY 11370
718-397-9343
Fax: 718-397-9325

e-mail: mcclancyhs@yahoo.com
Website: www.msgrmcclancy.org

FACSIMILE TRANSMISSION

DATE 12/10/07

TO: Nick Russo + Ed Pompa FAX NUMBER # 9185333768

FROM: Nick McCillo TOTAL PAGE SENT 14
(Including cover)

SUBJECT: Bonding Cont. Proposal

MESSAGE: (if any) Any ADVICE WOULD BE APPRECIATED

Brother Rocco -

Attached is the draft completion agreement for your review. Please let me know if you would like my attorney to contact Mr. Miret, whose name will need to be added to the signature page. I am hoping that we can have this executed as soon as possible. Please contact me with any questions or concerns.

Thank you for your attention to this matter.
Kim Tibbetts

COMPLETION AGREEMENT

This Completion Agreement (the "Agreement") is made as of the ____ day of December, 2007 by and between the Monsignor McClancy Memorial High School (the "School"), 71-06 31st Avenue, East Elmhurst, New York 11370, Nagan Construction, Inc./Conair Corp., A Joint Venture ("NCJV"), 226 Wanser Avenue, Inwood, New York 11096 and Travelers Casualty and Surety Company of America ("Travelers"), One Tower Square, Hartford, Connecticut 06183.

RECITALS:

WHEREAS, on or about June 1, 2005, the School and NCJV entered into a contract (the "Contract") for Aircraft Noise Abatement at the Monsignor McClancy Memorial High School for \$7,200,000 (the "Project"); and

WHEREAS, Travelers, as Surety, issued a Performance Bond and a Payment Bond, both bearing Bond No. 103836517 and both dated June 16, 2005, in favor of the School, as owner or obligee, each in the amount of \$7,200,000 with respect to said Contract; and

WHEREAS, by letter dated October 29, 2007, the School, by its architect John Ciardullo Associates, P.C., declared NCJV in default of the Contract, formally terminated NCJV's right to complete the Contract, and made demand upon Travelers to complete the Contract in accordance with the Performance Bond; and

WHEREAS, NCJV has contended that the School's default and termination of NCJV were improper, and that the owner's demand upon Travelers to complete the contract was likewise improper, and

WHEREAS, by letter dated November 1, 2007, Travelers confirmed that it was willing to meet with the School to discuss this default/termination, and Travelers requested copies of documentation so that it may conduct an investigation with a full reservation of rights available to both Travelers and NCJV; and

WHEREAS, on November 19, 2007, the School, NCJV, and Travelers met at the offices of the Port Authority of New York and New Jersey ("Port Authority") at LaGuardia Airport, and have reached a settlement or compromise of their disputes and issues as set forth below in this Agreement.

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, the School, NCJV, and Travelers agree as follows:

AGREEMENT:

1. The School withdraws and retracts its default/termination of NCJV, and demand upon Travelers under its Performance Bond, subject to reinstatement as set forth in paragraph 5 below. The School consents that NCJV complete the Contract. NCJV's completion will be monitored by a construction consultant retained by the surety, namely

Lovett Silverman Construction Consultants, Inc., in the person of Pedro M. Rosario, who shall act as an interface between the School and NCJV with respect to its completion of the Contract. The parties acknowledge that the Port Authority, in conjunction with the School's representatives, shall continue to inspect the work performed by NCJV and determine the acceptability and value thereof.

2. The School shall promptly pay NCJV's requisition No. 12, which has been approved by the School and Port Authority for \$148,201, and NCJV's requisition No. 13, which has been approved by the School and Port Authority for the reduced amount of \$100,000.

3. As a temporary or interim arrangement, payments of these two requisitions in such amounts shall be made by the School and delivered for deposit to Travelers' attorney, Benjamin D. Lentz, Esq., in escrow, to be disbursed to NCJV's subcontractors, vendors and laborers in amounts authorized by Travelers and NCJV in writing, and with any balance to be disbursed as jointly authorized by Travelers and NCJV in writing. Such payments by the School shall be made payable to "Torre Lentz Gamell Gary & Rittmaster, LLP, as Attorneys" ("Torre Lentz"). Travelers and NCJV expressly agree that, except in case of gross negligence, each of them will hold harmless and indemnify Torre Lentz, from all liability arising out of its service as escrow agent. NCJV expressly agrees that the fact that Torre Lentz serves as an escrow agent shall not disable or preclude Torre Lentz from its representation of Travelers in connection with this matter.

4. As set forth above, the escrow arrangements with Torre Lentz are temporary or interim arrangements. Payments thereafter shall be made to Travelers, unless and until the School is directed otherwise in writing by Travelers.

5. The School, in conjunction with the Port Authority, shall promptly meet with NCJV to discuss and try to resolve (1) the subtractions made by the School and Port Authority to NCJV's requisition No. 13, which was originally submitted for \$217,025; (2) the School's pending claims for deleted work and credits; (3) NCJV's pending claims for extra work; and (4) all other issues regarding completion of the remaining work under the contract.

6. NCJV shall furnish to the School a manpower loaded schedule regarding completion of the remaining work to be performed under the Contract within six (6) days after execution of this Agreement.

7. It is the intention of the parties to try to settle their disputes pursuant to the terms of agreement set forth herein. However, in the event NCJV does not perform completion work acceptable to the School and the Port Authority, then, within ninety days after the date of this Agreement, or at any time thereafter, the School reserves its rights to reinstate its formal declaration of default/termination, and renew its demand upon Travelers under the Performance Bond. In such event, however, NCJV and Travelers each reserves all of its respective rights, claims, defenses, positions, etc.

8. This Agreement is solely for the benefit of the parties, the School, NCJV and Travelers. The parties do not intend by any provision of this Agreement to create any rights in or increase the rights of any third-party beneficiaries, nor to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the parties. Specifically, the parties acknowledge that nothing in this Agreement shall extend or increase the rights of any third-party claimants or the liabilities or obligations of Travelers under the Performance Bond or Payment Bond.

9. The School, NCJV and Travelers acknowledge that there have been no oral, written or other agreements of any kind as a condition precedent to or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement.

10. This Agreement shall not be changed, amended or altered in any way except in writing and executed by the School, NCJV and Travelers.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

12. This Agreement shall be governed by and controlled by the laws of the State of New York.

13. Any notices which are required to be given by the terms of this Agreement or the Bond shall be made as follows:

As to the School:
Via regular mail,
Postage prepaid to:

[Name]
Monsignor MacClancy Memorial High School
71-06 31st Avenue
East Elmhurst, New York 11370

With a copy to:

[Name of School's Attorney]

As to NCJV
Via regular mail
Postage prepaid to:

Nadir Uygan
NCJV Construction, Inc./Conair Corp.
225 Wanser Avenue
Inwood, New York 11096

With a copy to:

Howard Burger, Esq.
Warshaw Burstein Cohen Schlesinger & Kuh, LLP
555 Fifth Avenue
New York, New York 10017

As to the Surety:
Via regular mail,
Postage prepaid to:

Kimberly J. Tibbetts, Esq.
Associate Bond Counsel
St. Paul Travelers Bond
One Tower Square, 2S2
Hartford, Connecticut 06183

With a copy to:

Benjamin D. Lentz, Esq.
Torre, Lentz, Gamell, Gary & Rittmaster, LLP
100 Jericho Quadrangle
Suite 309
Jericho, New York 11753

14. This Agreement is effective as of the date of the date first written above.

15. This Agreement shall be binding upon the parties and their respective successors and assigns.

16. In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, unless this results in a failure of consideration, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

17. It is understood and agreed by the School, NCJV and Travelers that this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above, and each of the undersigned personally represent and warrant that they have the full right, power and authority to execute this Agreement on behalf of the respective party so represented.

Monsignor McClancy Memorial High School

By: _____

Title:

Nagan Construction, Inc./Conair Corp., A Joint Venture

By: _____

Nadir Uygan

Title: **President Nagan Construction, Inc.**

Travelers Casualty and Surety Company of America

By: _____

Kimberly J. Tibbetts, Esq.

Title: **Associate Bond Counsel**

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

COUNTY OF _____) ss.:

On the _____ day of December, 2007, before me, the undersigned, personally appeared St. Paul Travelers Bond by Kimberly J. Tibbets, Esq., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the _____ (add the city or political subdivision and the state or country).

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF QUEENS)

On the _____ day of December, 2007, before me, the undersigned, personally appeared Monsignor McClancy Memorial High School by _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the _____ (add the city or political subdivision and the state or country).

 Notary Public

ACKNOWLEDGEMENT

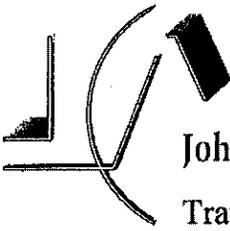
STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the _____ day of December, 2007, before me, the undersigned, personally appeared Nagan Construction, Inc./Conair Corp., A Joint Venture, by Nadir Uygan, President of Nagan Construction, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the _____ (add the city or political subdivision and the state or country).

Notary Public



John Ciardullo Associates, P.C.
Transmittal

113
575 8th Avenue
New York, New York 10018
T. (212) 245-0010
F. 212-245-0020
www.jca-architecture.com

date: November 27, 2007

to: **Kimberly Tibbetts**
Construction Services Claim
Bond & Financial Products
Travelers
One Tower Square 2S1A
Hartford, CT 06183

tel: 860-277-8057

fax: 860-277-1303

from: Nelson Parra

cc:

re: Nagan Construction / Conair Corp Joint Venture - Performance Bond # 103836517

Ms Tibbetts,

As discussed in our meeting of 11/15/07 at LaGuardia Airport, we are currently in the process of completing our punch list for McClancy High School. Since classes are in session we are limited in the time we can perform our inspection. As stated at the meeting we will make every effort to complete the list by December 7, 2007.

However please be advised that there are certain urgent issues that must be addressed immediately as the school can not remain open unless these issues are resolved.

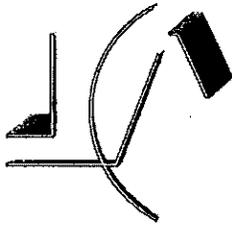
First, there is insufficient heat in the Multipurpose Room due to the gas booster pump not being operational. NCJV has said that they require information from Keyspan to complete the installation of the gas booster pump control panel. As far as we can tell, NCJV has been passively waiting to hear from Keyspan. NCJV must pursue this matter with Keyspan and make it clear to them that this is an emergency situation.

Second, there is insufficient heat in the Mall Classroom. As part of their contract work NCJV is to install new Danfoss valves on the Mall Classroom radiators. They have not yet performed this work. NCJV has stated that they have con completed this work because some of the fans in the Mall radiators are not working. However the existing fans do not affect the installation of the Danfoss valves. Additionally, this room had heat prior to NCJV working on the school's heating system. It is NCJV's responsibility to maintain heat in the building at all times.

NCJV must bring in temporary heaters no later than 11/28/07 to provide heat to the Multipurpose Room and Mall Classroom until these issues are resolved.

Third, there deficiencies and non-conformance issues with the fire alarm installation. Based on a preliminary inspection, the following is a minimum required to correct these items and insure proper F.A. installation.

1. Verify all new devices were installed and wired, provide wiring if necessary
2. Test existing ACME Pull Stations and Gongs
3. Furnish & Install Horn/ Strobe Circuit 2-2C # 14 FPLP Cable



575 8th Avenue
New York
New York
www.jca-architecture.com
T. (212) 245-0010
F. 245-0020

4. Furnish & Install Horn/ Strobe devices
5. Relocate Smoke detectors to highest point in Electrical & Mechanical Room
6. Furnish & Install Alarm and Trouble Bells above F.A.C.P.
7. Furnish & Install 6A Power Supply in EST-2 Panel
8. Furnish & Install F.C.O. from new service to existing ACME panel and replace ground wire with # 10 Solid
9. Reprogram EST-2 F.A.C.P. with all devices reporting
10. Provide interface between ACME and EST-2 Panel to initiate Gongs and Horn/ Strobe from either Panel
11. File Form A433 and schedule Inspection
12. Test System Pull Station, FSD, Horn/Strobe & Fan Shutdown

The above list is based on preliminary inspection further inspection may reveal additional items. Corrective work required to bring the fire alarm into compliance with the contract documents will be performed by another contractor and all corresponding costs will be deducted from NCJV payments.

Sincerely,

Nelson Parra

13

NAGAN
CONSTRUCTION Inc.

FAX MESSAGE

TO	: Nelson Parra/Richard Placentin	FROM	: Mert Bil
COMPANY	: John Ciardullo Associates, P.C.	DATE	: 11/21/2007
Fax Number	: 1-212 245-0020	Total No. of Pages	: 8
Phone Number	: 1-212 245-0010	Sender's Reference Number	:
REF	: McClancy Memorial HS	Your Reference Number	:
<input type="checkbox"/> URGENT <input type="checkbox"/> FOR REVIEW <input type="checkbox"/> PLEASE COMMENT <input type="checkbox"/> PLEASE REPLY <input type="checkbox"/> PLEASE RECYCLE			

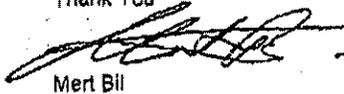
Dear Mr. Parra,

We as NCJV are responding on today November 21, 2007; response deadline, as requested by your letter in reference to your comments regarding the newly installed Fire Alarm System at McClancy High School and related fire safety issues.

Please find attached the letters from our electrical sub-contractor ELMAC Electric and the new fire Alarm System installer, New York Fire Detection Inc. ; where they indicate that the JCA Architects', Lakhani & Jordan Consulting Engineers' and PA of NY & NJ's claims regarding the new Fire Alarm System and related safety issues are not true.

If you have any questions, please call me at any time

Thank You



Mert Bil

Project Manager
Nagan Construction Inc.

226 WANSER AVE. INWOOD NY 11096
TEL (516)374-6286 - FAX (516)374-6290

FROM : ELMAC ELECTRIC Inc.

FAX NO. : 17183810706

Nov. 21 2007 12:39PM P1

*Very,
 Enclosed, please find letters concerning
 the letter for the parents of the school
 Thank you*

NOTES/COMMENTS:
 URGENT FOR REVIEW COMMENT REPLY RECYCLE
 RE: Msgr. McCann 11/15
 PHONE: (516) 374-6286 TOTAL PAGES: 7
 COMPANY: NAGAN CONSTRUCTION INC.
 FAX: (516) 374-6290 DATE: 11/21/07
 TO: EPM FROM: Peter M. Lewis

FACSIMILE TRANSMITTAL SHEET

61-20 COOPER AVENUE
 GLENDALE, NY 11385
 TEL: 718-894-9727
 FAX: 718-381-0706

ELMAC ELECTRIC, INC.



ELMAC ELECTRIC INC.
61-20 Cooper Ave.
Glendale, N.Y., 11385
Ph. (718) 894-9727: Fax (718) 381-0706
Lic. #10502: Firm #03361

Date: 11/21/2007

To: Nagan Construction, Inc.
228 Wanser Ave.
Inwood, N.Y., 11096

Re: Fire alarm system
Msgr. McClancy MHS
71-08 31st Ave.
Jackson Heights, N.Y., 11370

Gentlemen,

In response to the letter issued by John Ciardullo Associates regarding the fire alarm system at the above mentioned project, enclosed please find a letter from our fire alarm sub-contractor New York Fire Detection Inc. addressing the issues. Please note that there is an existing fire alarm system in operation on the premises.

The new fire alarm system was commissioned by New York Fire Detection Inc. on September 28, 2007 and it proved 100% operational. Unfortunately no one from JCA was present to witness that.

Also, please note that the new fire alarm system communicates with the existing fire alarm system in the way that if the new system detects fire, it will notify the existing system and activate the bells.

Along the above mentioned letter, enclosed please find copies of:

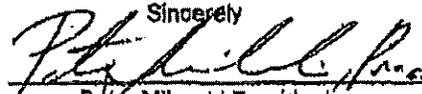
- a) notes from the engineer regarding our fire alarm submittal dated 08/18/06
- b) letter from New York Fire Detection Inc. addressing those notes dated 08/25/06

Most important of all, in a telephone conversation with Mr. Nelson Parra on 11/20/07, I was informed by him that an engineer was sent to check the new fire alarm system. Please note that as mentioned above that the system was commissioned and programmed on 09/26/07 and is ready for inspection by NY Fire Department and if there is any interference with the programming, the system may malfunction at the inspection time.

At this point we are requesting that Elmac Electric Inc. and New York Fire Detection Inc. are present if anything is being done with the fire alarm system in the future, as this can lead to void warranties.

We are also requesting that Elmec Electric Inc. and New York Fire Detection Inc. are allowed access to the premises so we can address the issues that under JCA recommendation need immediate attention.

Should You have any question or concern regarding the above, please feel free to contact us at the above telephone number.

Sincerely

Peter Milevski, President



New York Fire Detection, Inc.
1230 Port Washington Blvd.
Port Washington, N.Y. 11050
Phone: (516) 883-3900
Fax: (516) 883-3910

November 21, 2007

Peter Milevski
ELMAC Electric ...
61-20 Cooper Avenue
Ridgewood, NY 11385

Re: McClancy High School

Dear Mr. Milevski,

I have reviewed the letter written by John Ciardullo Associates as it relates to the fire alarm system issues which require immediate attention.

The letter states that a system of some type has been partially installed. Incorrect. The entire system with all smoke detectors, fan shut-down, damper shut-down, pull stations and audible devices have been installed as per the electrical drawings. Furthermore, we have adhered to the contract specifications as evidenced by first submission of record where we were approved, subject to 7 notes. On our second submission we addressed all 7 notes in written form (See attached). After a second review of the submission by the project architect (JCA)'s, consulting engineering firm (L & J) as well as a meeting in project architect (JCA)'s office, we were told to proceed. Again we have another approved submission from project architect's (JCA); consulting engineering firm's (L&J) office with no mention of non-compliance with the specification.

It is the opinion of project architect (JCA)'s consulting engineering firm (L & J) that the devices supplied are substandard. All fire equipment that is used in the five boroughs of New York must have a BSA or MEA Calendar number as all items supplied by our firm do. Here are a couple of locations where the aforementioned so-called substandard devices are in use. Nine Metrotech (Fire Department of New York), Seven - Times Square Tower, Five - Times Square Tower, Rikers Island and Kennedy Airport Terminal One Building to name a few.

It has been asserted by project architect (JCA), their consulting engineering firm (L & J) and Port Authority of NY & NJ and their field representatives that there are no connections between the new fire alarm system supplied and the existing fire alarm system. Again untrue. There is a connection that has been provided which transmits coding throughout the facility's existing bells along with the coding of all new devices installed.

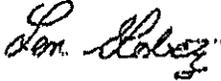
Nov 21 07 10:55a

P. 2

Perhaps, the engineer's representative would have known this if he attended the scheduled fire alarm system test which his office was notified of by the general contractor for September 20th of this year.

We would be happy to perform another system test for the facility and the engineer to prove the system is working and coding properly. Hopefully, all parties concerned will be there for this test and these issues can be put to rest.

Sincerely yours,



Len Gobetz
Account Executive
lengobetz@ny-firt.com

Nov. 21 2007 12:40PM PS

008

NAGAN CONSTRUCTION INC.

FAX NO.: 17183810706

11/21/2007 17:25 FAX 518 374 8280
FROM: ELMRC ELECTRIC Inc.

'McCLANCY HIGH SCHOOL, EAST ELMHURST, N.Y.'

"Fire Alarm" -8/188/2006

1. PROVIDE TEST FOR THE EXISTING FIRE ALARM SYSTEM PER SPEC. SECT. 16721, PARAGRAPH 1.5/3.
2. SHOW CONNECTION TO EXISTING FIRE ALARM PANEL.
3. PROVIDE BELLS TO MATCH EXISTING SYSTEM, AND PER CONTRACT DOCUMENTS.
4. COORDINATE FIRE ALARM SYSTEM WITH THE PROJECT EXPEDITOR TO COMPLY WITH FIRE DEPARTMENT COMMENTS.
5. VERIFY THAT THE PROPOSED SEQUENCE OF OPERATION MATCHES THE EXISTING FIRE ALARM SYSTEM.
6. VERIFY SPRINKLER AND REMOTE PANEL REFERENCES IN THE SEQUENCE OF OPERATION.
7. PROVIDE LOAD CALCULATION FOR THE BATTERY IN THE FIRE ALARM PANEL.

Approval is for general compliance with contract documents only. This approval assumes no responsibility for dimensions, quantities, and conditions that pertain to fabrication and installation which remain the responsibility of the contractor.

IT IS UNDERSTOOD THAT THE CONSULTANT'S NOTATION ON THE SUBMITTAL IS NOT TO BE CONSTRUED AS AN AUTHORIZATION FOR ADDITIONAL WORK OR ADDITIONAL COST.

<input type="checkbox"/> NO EXCEPTIONS	<input type="checkbox"/> RESUBMIT
<input checked="" type="checkbox"/> EXCEPTIONS AS NOTED	<input type="checkbox"/> REJECTED (SEE REMARKS)
<input type="checkbox"/> RESUBMIT 1 SET FOR RECORD	

DATE: 8/18/06 BY: ED

LAKHANI & JORDAN ENGINEERS, P.C.



New York Fire Detection, Inc.
 1230 Port Washington Blvd.
 Port Washington, N.Y. 11050
 Phone: (516) 883-3900
 Fax: (516) 883-3910

August 25, 2006

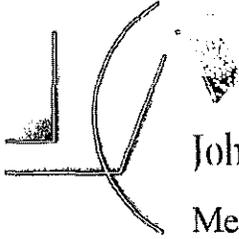
Peter Milevski
 ELMAC Electric
 61-20 Cooper Ave
 Ridgewood, NY 11385

Re: McClancy High School,

Dear Mr. Milevski,

I have reviewed the engineer's comments on our submission; I will address them point by point as they appear on the engineers comment page.

- 1) New York Fire Detection, Inc. will witness a test of the existing system along with ELAMC electric to verify that the system is in working order. Kindly, let us know when you will be scheduling this test so we may attend.
- 2) There are two pair of wires that ties to the bell circuit of the existing system, we will try to show a more detailed point to point.
- 3) The contract drawings show horn strobe units tied to the new system, bells were not added to the new fire alarm system or the old fire alarm system.
- 4) Kindly, have the engineer give a full copy of our fire alarm submission and drawings to the expediter he is working with, so he may comply with the fire departments comments. (I have never seen any comments made by the fire department regarding this project; please provide ASAP I would be interested to see what the fire department said)
- 5) The proposed sequence will not work as discussed at the last job meeting. The existing system can not code the new systems horn strobe devices. Although the new system can code the existing system through the connection of the bell circuit on the existing system, please be advised that there will be a slight lag time between when the bells start coding. (Meaning the horns will sound first)
- 6) Our drawings reflect all devices and panels that were shown on the contract drawings as it pertains to fire alarm. If you know of any others please advise so we can modify our drawings to reflect these additions if any.
- 7) See attached for load calculations.



John Ciardullo Associates, P.C.
Memorandum

575 8th Avenue
New York, NY 10020
www.jca-architecture.com
T. (212) 245-0010
F. 245-0020

date: October 30, 2007

to: **Al Gibson**
Bel-Tech Builders, Inc.
45 Main Street, Suite 607
Brooklyn, NY 11201

tel: 718 694-9966

fax: 718 694-9969

from: Verna Valdepenas for Nelson Parra

cc: PANYNJ LGA REO c/o/ E. Pompa, N. Russo
MMMHS c/o/ N. Melito
Travelers Casualty and Surety Company of America

re: Soundproofing of Monsignor McClancy Memorial High School

Dear Mr. Gibson,

We have received your letter reporting the failure of Nagan Construction, Inc./Conair Corp A Joint Venture to fully pay Bel-Tech Builders, Inc. for their labor and materials provided at the Soundproofing project referenced above.

We are investigating this situation and will forward copies of your letters to the Port Authority, Owner and the Bonding company for further investigation.

We regret this unfortunate circumstance and look forward a satisfactory resolution to this situation as quickly as possible.

Nelson Parra

RECEIVED
PORT AUTHORITY NY/NJ

OCT 31 2007

LaGuardia Airport,
Central Terminal Building
Resident Engineer's Office



Bel-Tech BUILDERS, INC.

45 Main Street • Suite 607 • Brooklyn, NY 11201
Tel: 718-694-9966 • Fax: 718-694-9969

Memo

Date 10/03/07

From: Al Gibson

To: Mr Nick Molito

Company: _____

Fax#: 718 397 9325

Phone#: 917 863 8397

Project: Monelgnor Mcclancy HS.

Message:

We are requesting your assistance in an amicable resolution to this matter.

We have been very patient ,Please see attached documents.

At this point we feel we have no choice but to take legal action and place

a lein on the project.

Thank you in advance for your assistance.

Al Gibson



Bel-Tech

BUILDERS, INC.

August, 29, 2007

Mr Nick Melito
McClancy HS
7108 31st Avenue
E Elmhurst, NY, 11370

RE: Monsignor McClancy HS.

Attention: Mr Melito

As you are aware we are Bel Tech Builders Inc, we performed work at the
aforementioned school.

The work performed by our firm is as follows: Built all soffits (pipe enclosure) as per
Contract drawings and directives by Nagan Consttution Field Supervisor.

AS per : Contract documents(attached) see payment schedule/cover page.

Lien Waiver indicating payment received (see date).

Balance due \$ 5,000.00

Thanks a lot in advance for your assistance in retrieving our monies due to us.

Sincerely

Al Gibson

45 Main Street • Suite 607 • Brooklyn, NY 11201
Tel: 718-694-9966 • Fax: 718-694-9969

**Waiver of Lien
and Certificate of Application of Funds**

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT Bel-Tech Builders, Inc., 46 Main Street - Suite 607, Brooklyn, NY, 11201 by its undersigned officer, who is authorized to make this waiver of lien and certificate of application of funds, states as follows:

1. Bel-Tech Builders Inc. is Subcontractor to Nagan/Conair JV. ("Nagan/Conair"), 226 Wanser Avenue, Inwood, NY 11096, the Contractor for a project known as Soundproofing of Monsignor McClancy High School, East Elmhurst, NY (the "project"), for the Monsignor McClancy High School ("Owner").

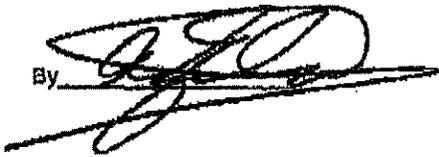
2. The value of the work and materials in place is not less than \$ 25,000, as shown on the Request for Payment submitted herewith.

3. This will certify that all of Bel-Tech Builders Inc.'s subcontractors, materialmen and laborers who have furnished materials, services or labor incorporated into the work on the project have been paid in full for such materials and services, or according to prevailing wage standards in the case of labor performed through ~~07/17/2007~~, or will be paid from the proceeds of the Request for Payment submitted herewith, except for those subcontractors, materialmen and laborers listed on the schedule annexed hereto, for the reasons set forth on said schedule. Except for any such bills or claims not paid, there is no known basis for filing of mechanic's liens on the project, and upon demand of Nagan/Conair, certified statements will be obtained from Bel-Tech Builders Inc.'s subcontractors, materialmen and laborers to said effect.

4. The undersigned does hereby waive and release any and all liens, right to lien, or claims it may have against the Owner, the realty on which the project is situated, Nagan/Conair and its labor and material payment bond surety for any and all monies due and owing to it, arising out of the furnishing of work, materials, equipment or labor through the date of the Request for Payment submitted herewith.

5. This Waiver of Lien and Certificate of Application of Funds is made to induce Nagan/Conair to pay the sum of \$ 25,000 to Bel-Tech Builders Inc. under the subcontract, and it is expressly understood that Nagan/Conair is relying upon the representations made herein in issuing said payment.

Bel-Tech Builders Inc.

By 

Sworn to before me this

____ day of _____, 20

Notary Public

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

NAGAN CONAIR JV
228 Wanser Ave
Inwood, NY, 11095
516 374 8288

SIGNATURE BANK
823 Broadway
Woodmere, NY, 11598
516 214 0832

1281

1-1357 / 250

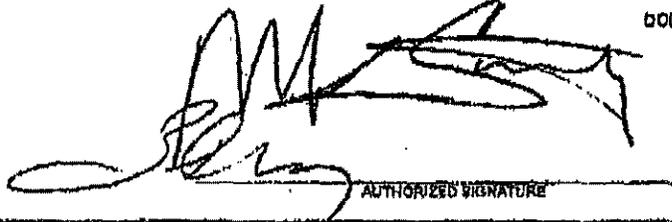
07/17/2007 \$ 25,000.00

AY TO THE
ORDER OF

Bel-Tech Builders, Inc.
EXACTLY TWENTY-FIVE THOUSAND DOLLARS

DOLLARS

Bel-Tech Builders, Inc.
45 Main Street
Suite 607
Brooklyn NY 11201


AUTHORIZED SIGNATURE

MEMO

MMMHS

⑈001281⑈ ⑈028013578⑈

Ex. 1

NAGAN CONAIR JV

1281

Check#: 1281	Date: 07/17/2007	Vendor#: 950 Bel-Tech Builders, Inc.			
Invoice#	Job/Description	Balance	Retain	Discount	This Check
21090501	1 McClancy Memorial HS	25,000.00			25,000.00

NAGAN CONAIR JV

1281

Check#: 1281
 Date: 07/17/2007
 Amount: 25,000.00
 Vendor: Bel-Tech Builders, Inc.
 45 Main Street
 Suite 607
 Brooklyn NY 11201

Remit to: Bel-Tech Builders, Inc.
 45 Main Street
 Suite 607
 Brooklyn NY 11201

NAGAN/CONAIR JV.

PURCHASE ORDER

COMPANY:	BEL-TECH BUILDERS, INC.	PROJECT:	SOUNDPROOFING OF MCCLANCY H.S.
FAX NUMBER:	(718) 694-8889	OWNER:	MONSIGNOR MCCLANCY HIGH SCHOOL
PHONE NUMBER:	(718) 694-8886	PRO NUMBER:	21.09.05, DATED 6/22/07
ADDRESS:	45 MAIN STREET - SUITE 607 BROOKLYN, NY, 11201	LOCATION:	71-06 31ST AVENUE, EAST ELMHURST, NY, 11370

Dear Mr. Gibson:

We, Nagan/Conair JV, accept your proposal to INSTALL GYPSUM WALL BOARD SOFFITS INCLUDING TAPING, SPACKLING AND PAINTING THRUOUG OUT MONSIGNOR McCLANCY HIGH SCHOOL AS PER PLANS AND SCHEDULES SUBMITTED TO YOU ON 6/26/07 and award the work in the referred project to BEL-TECH BUILDERS, INC.

The price of said work is \$30,000 (THIRTY THOUSAND USD). Work must be carried out with competent labor, and quality of the work must meet the highest standards in trade practice. Work must be performed in strict accordance with Architect's, John Ciardullo Associates, P.C.'s specifications, 09100-Non-Load Bearing Steel Studs, 09210-Plaster, 09280-Gypsum Board, 09253-Gypsum Board Interior Ceiling and Soffits, 09500-Painting, and applicable drawings, ~~addenda and any other sketches~~, drawings, directive and regulation applicable to the work. Set of plans and specifications available at the job site.

Work must be finished BY JULY 10, 2007.

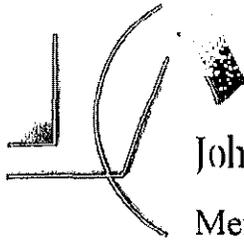
Payment terms weekly by progress.

PERCENTAGE COMPLETION OF AG
MONTHLY BY SA

Please also be reminded that this is a prevailing wage job and you are required to provide ~~weekly~~ copy of payrolls and signed statement of compliance certifying that payrolls are correct and complete.

Please submit two (2) separate Certificates of Insurance for the above referenced project. One (1) Certificate should list the client as the Certificate Holder, and one (1) Certificate should list

226 WANSER AVE. INWOOD NY 11096
TEL. 516 374 62 86 - FAX 516 374 6290



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York, NY 10018
www.jca-architecture.com
T. (212) 245-0010
F. 345-0020

date: October 30, 2007

to: Cengiz Edik
54-08 72nd Street
Maspeth, NY 11378

tel: 718 898 3800

fax: 718 397 9325

from: Verna Valdepenas for Nelson Parra

cc: PANYNJ LGA REO c/o/ E. Pompa, N. Russo
MMMHS c/o/ N. Melito
Travelers Casualty and Surety Company of America

re: Soundproofing of Monsignor McClancy Memorial High School

Dear Mr. Edik,

We have received your letter reporting the failure of Nagan Construction, Inc/Conair Corp A Joint Venture to fully pay Elmas AC for their labor and materials at the Soundproofing project referenced above.

We are investigating this situation and will forward copies of your letters to the Port Authority, Owner and the Bonding company for further investigation.

We regret this unfortunate circumstance and look forward a satisfactory resolution to this situation as quickly as possible.

Nelson Parra

09/25/2007

Re: Unpaid Labor Charges

by Con Air

&
Elmas

My first letter date about this matter May 18, 2007
I have total 96 1/2 hours not paid overtimes by CONAIR
and over 4 weeks unpaid payroll by ELMAS.

Since 11/04/2006 waiting overtime payment from Conair
and 06/08/2007 for payroll payment from Elmas

By August 17, 2007 Nagen construction involved with the
situation they will promise in two weeks they will have
something coming in to pay me but since then Ment
almost not answer my calls and Nadim keep belaying
they did not pay by school

Please let me now your decision on writing

Sincerely yours

Cengiz Edik

Cengiz Edik

Former employee to Elmas

Address = 54-08 72nd str.
Maspeth NY 11378

~~TEL~~
Tel = 718-968 59 10

May 18, 2007

Mr. Nick Melito
McClancy Memorial High School
71-06 31st Avenue
East Elmhurst, NY 11370

Re: Unpaid Labor Charges by CONAIR

We have been told by Barry Stransky of CONAIR Inc. that he would pay out of his pocket for labor charges; including our taxes, to make the final branch connections and pressure testing of all UV units after 3PM at double time rates along the guide lines of prevailing wage rates for this project.

Since their sheet metal sub-contractor did not install the UV silencers before the school opened, this work had to be done after hours when the school opened in order to have heating in time.

The amount in question is \$46,000, including taxes, for four men. We have waited 6 months. We are only workers and we are entitled to this money and if there is no resolution to this matter, we will exercise our labor and legal rights. We accepted to do the this work to help Mert Bil and also to make sure students have heat .at he would get our money from CONAIR. Mert told us they are not giving the money..

We have app. 7-10 days of work left in this project and we are considering not doing this work since; we feel it is the only leverage we have, at this time.

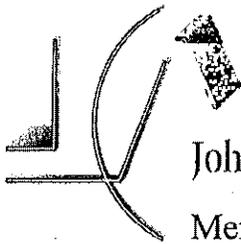
We are asking for your assistance in this matter.

Sincerely yours


Cengiz Edik
Elmas AC foreman

On behalf of:

Tommy Reid
Serhiy Positko
Leon Jerrickes
Mert Bil



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York
New York
T. (212) 245-0010
www.jca-architecture.com

date: October 29, 2007

to: Nick Melito
Monsignor McClancy Memorial HS
71-06 31st Avenue
East Elmhurst, NY 11370

tel: 718 898 3800

fax: 718 397 9325

from: Verna Valdepenas for Nelson Parra

cc: PANYNJ LGA REO
JCA file

re: Soundproofing of Monsignor McClancy Memorial High School

FILE

Dear Mr. Melito,

We have received several letters from Elmas AC and Bel-Tech Builders Inc who are subcontractors to the General Contractor, Nagan Construction, Inc/Conair Corp. A Joint Venture. The letters, dated from May 18, 2007 through October 3, 2007, report that the General Contractor has not fully paid these companies for their labor or materials. Our office will contact each company involved to acknowledge receipt of these letters and is investigating the incidents.

Our office recommends that Monsignor McClancy Memorial High School stop payments to the General Contractor due to their failure to perform his obligations under the above referenced contract.

Based upon receipt of the attached written notifications from the General Contractor's subcontractors, the General Contractor has not met his obligation to lawfully pay for his materials and supplies, subcontractors, workmen and others in connection with the performance of this Contract as required by Chapter II Adjustments and Payments, Subchapter 4 of the Contract.

Nelson Parra

attachments:

- 1 page - Letter from Elmas AC, dated May 18, 2007
- 1 page - Letter from Elmas AC, dated Sept. 25, 2007
- 5 pages - Letter from Bel-Tech Builders, Inc., dated Oct. 3, 2007

RECEIVED
PORT AUTHORITY NY/NJ

OCT 31 2007

LaGuardia Airport,
Central Terminal Building
Resident Engineer's Office

09/25/2007

Ee: Unpaid Labor Charges

by Con Air

&
Elmas

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they did not pay by school

Please let me now your decision on writing

Sincerely yours

Cengiz Edik

Cengiz Edik

Former employee to Elmas

Address: 54-08 72nd str.
Maspeth NY 11378

~~11378~~
Tel: 718-968 59 10

May 18, 2007

Mr. Nick Melito
McClancy Memorial High School
71-06 31st Avenue
East Elmhurst, NY 11370

Re: Unpaid Labor Charges by CONAIR

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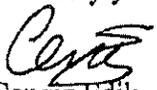
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We are asking for your assistance in this matter.

Sincerely yours


Cengiz Edik
Elmas AC foreman

On behalf of:

Tommy Reid
Serhiy Positko
Leon Jerricks
Mert Bil



Bel-Tech BUILDERS, INC.

45 Main Street • Suite 607 • Brooklyn, NY 11201
Tel: 718-694-9966 • Fax: 718-694-9969

Memo

Date 10/03/07

From: Al Gibson

To: Mr Nick Molito

Company: _____

Fax#: 718 397 9326

Phone#: 917 863 8397

Project: Monsignor Mcclancy HS.

Message:

We are requesting your assistance in an amicable resolution to this matter.

We have been very patient ,Please see attached documents.

At this point we feel we have no choice but to take legal action and place

a lein on the project.

Thank you in advance for your assistance.

Al Gibson



Bel-Tech

BUILDERS, INC.

August, 29, 2007

Mr Nick Melito
McClancy HS
7108 31st Avenue
E Elmhurst, NY, 11370

RE: Monsignor McClancy HS.

Attention: Mr Melito

As you are aware we are Bel Tech Builders Inc, we performed work at the
aforementioned school.

The work performed by our firm is as follows: Built all soffits (pipe enclosure) as per
Contract drawings and directives by Nagan Constustion Field Supervisor.

AS per : Contract documents(attached) see payment schedule/cover page.
Lien Waiver indicating payment received (see date).
Balance due \$ 5,000.00

Thanks a lot in advance for your assistance in retrieving our monies due to us.

Sincerely

Al Gibson

45 Main Street • Suite 607 • Brooklyn, NY 11201
Tel: 718-694-9966 • Fax: 718-694-9969

**Waiver of Lien
and Certificate of Application of Funds**

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT Bel-Tech Builders, Inc., 45 Main Street - Suite 607, Brooklyn, NY, 11201 by its undersigned officer, who is authorized to make this waiver of lien and certificate of application of funds, states as follows:

1. Bel-Tech Builders Inc. is Subcontractor to Nagan/Conair JV. ("Nagan/Conair"), 226 Wanser Avenue, Inwood, NY 11096, the Contractor for a project known as Soundproofing of Monsignor McClancy High School, East Elmhurst, NY (the "project"), for the Monsignor McClancy High School ("Owner").

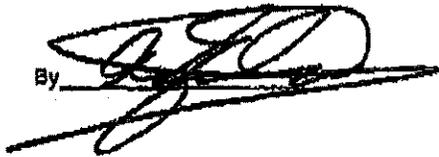
2. The value of the work and materials in place is not less than \$ 25,000, as shown on the Request for Payment submitted herewith.

3. This will certify that all of Bel-Tech Builders Inc.'s subcontractors, materialmen and laborers who have furnished materials, services or labor incorporated into the work on the project have been paid in full for such materials and services, or according to prevailing wage standards in the case of labor performed through 07/17/2007, or will be paid from the proceeds of the Request for Payment submitted herewith, except for those subcontractors, materialmen and laborers listed on the schedule annexed hereto, for the reasons set forth on said schedule. Except for any such bills or claims not paid, there is no known basis for filing of mechanic's liens on the project, and upon demand of Nagan/Conair, certified statements will be obtained from Bel-Tech Builders Inc.'s subcontractors, materialmen and laborers to said effect.

4. The undersigned does hereby waive and release any and all liens, right to lien, or claims it may have against the Owner, the realty on which the project is situated, Nagan/Conair and its labor and material payment bond surety for any and all monies due and owing to it, arising out of the furnishing of work, materials, equipment or labor through the date of the Request for Payment submitted herewith.

5. This Waiver of Lien and Certificate of Application of Funds is made to induce Nagan/Conair to pay the sum of \$ 25,000 to Bel-Tech Builders Inc. under the subcontract, and it is expressly understood that Nagan/Conair is relying upon the representations made herein in issuing said payment.

Bel-Tech Builders Inc.

By 

Sworn to before me this
____ day of _____, 20

Notary Public

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ANTI-COPIER WATERMARK

NAGAN CONAIR JV
228 Wanser Ave
Inwood, NY, 11096
516 374 8288

SIGNATURE BANK
820 Broadway
Woodmere, NY, 11598
516 214 0832

1281

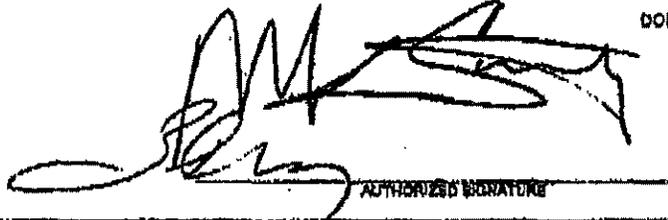
1-1157 / 260

07/17/2007 \$ *26,000.00

AY TO THE
RDER OF **Bel-Tech Builders, Inc.**
EXACTLY TWENTY-FIVE THOUSAND DOLLARS

Bel-Tech Builders, Inc.
45 Main Street
Suite 607
Brooklyn NY 11201

DOLLARS


AUTHORIZED SIGNATURE

MEMO

MMHHS

⑈001281⑈ ⑈026015576⑈ Ex. 1

NAGAN CONAIR JV

1281

Check#: 1281	Date: 07/17/2007	Vendor#: 950 Bel-Tech Builders, Inc.			
Invoice#	Job/Description	Balance	Retain	Discount	This Check
21090501	1 McClancy Memorial HS	25,000.00			25,000.00

NAGAN CONAIR JV

1281

Check#: 1281
Date: 07/17/2007
Amount: 25,000.00
Vendor: **Bel-Tech Builders, Inc.**
45 Main Street
Suite 607
Brooklyn NY 11201

Remit to: **Bel-Tech Builders, Inc.**
45 Main Street
Suite 607
Brooklyn NY 11201

1B

Nagan/Conair, (JV.)

09/26/2006

Mr. Nelson Parra

John Clardullo Associates, P.C.

221 West 57th St. 9th Floor
New York NY 10019

Subject: McClancy Memorial HS

Dear Nelson:

Please note that our supervisor Mr. Soner Yastli is not going to be available at the job site until October 31, 2006 due to his army duty in his native country Turkey.

Mr. Mert Bil will be his replacement during this time for this project. He is very familiar with entire aspect of the project. Please send your all e-mails and other correspondences to Mr. Mert Bil, a copy to me as usual. His e-mail address is mert@naganconstruction.com, his telephone number is 516 644-8011.

Please feel free to call me if you have any question.

Yours truly,

Nadir Uygan
President

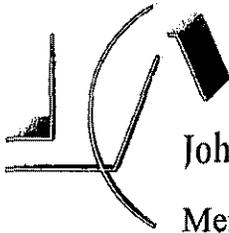
cc:

Nick Melito - MMHS / 718-397-9325

Nick Russo - PANYNJ / 718-533-3788

Mert Bil - Nagan Construction, Inc. / 718-426-2580

226 WANSER AVE., INWOOD NY 11096
TEL. (516) 374-6286 - FAX (516) 374-6290



John Ciardullo Associates, P.C.

Memorandum

1B
575 8th Avenue
New York, New York 10018
T. (212) 245-0010
F. www.jca-architects.com

date: October 5, 2007

to: Nadir Uygan
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286
fax: 516 374 6290

from: Nelson Parra

cc: Nadir Uygan, Nick Melito, Nick Russo

re: McClancy H.S. Soundproofing

Mr Uygan,

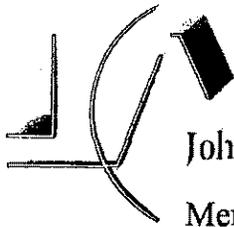
We are in receipt of your letter dated 10/4/07 regarding time extension for substantial completion.

JCA's decision to extend the substantial completion date to July 23, 2007 was based on NCJV's request, dated 12/7/2006, for a time extension to the end of July 2007. Confirmed in NCJV's schedule of 3/26/07. JCA's calculations would have resulted in a time extension to the end of April 2007.

Please refer to Chapter III of the contract documents for provision relation to time. NCJV has not submitted proper notice of delay requesting the substantial completion date be extended beyond July 23, 2007 as required by the contract documents.

Based on the above we find NCJV's objection at this late date to be irrelevant.

Nelson Parra



John Ciardullo Associates, P.C.

Memorandum

13

575 8th Avenue
New York, New York 10018
T. (212) 245-0010
F. (212) 245-0020
www.jca-architect.com

date: October 5, 2007

to: **Mert Bil**
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

cc: Nadir Uygan, Nick Melito, Nick Russo

re: McClancy H.S. Soundproofing

Mr Bil,

We are in receipt of your letter dated 9/27/07 received on 10/4/07 regarding meeting minutes of the 9/18/07 meeting.

NCJV's comments will be attached and distributed.

Please note the following responses to NCJV comments:

Item 1a:

This item refers to the main school building, not AC 1 & 2. NCJV's statement that the Chiller system was placed in full automatic mode on September 7, 2007 does not explain why there were leaks and rooms without AC as late as 10 days later at the 9/18/07 meeting.

Item 1c:

The fire alarm system was not functional as of 10/2/07 as witnessed by representatives of NCJV, JCA and PA.

Item 1d:

Firestopping is a major contract item and a life safety issue. It should not be considered a punch list item.

Item 1e:

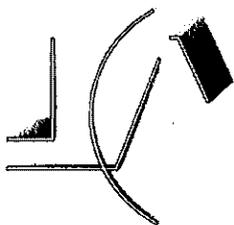
Pipe sleeves were not installed in any location in the entire project. Pipe sleeves must be installed at the time of initial pipe installation. It is not something that can be installed after the system is filled and operational. Adding this work would requires disconnecting or cutting installed pipes. JCA's statement shall stand until verified.

Item 1f:

Cleaning of existing aluminum doors and storefront was not completed at the time of the meeting.

Item 1g:

Installation of missing and damaged ceiling tiles must be completed before the school's open house. Coordinate dates with the school.



Item 2b:

NCJV statement is not correct. While it is true that Mr Bil has been working on the project from the beginning as a subcontractor, the supervisor has been changed four times. Mr. Bil was the third person to take on the role of supervisor.

Item 2c:

Time for CO approval does not relieve the contractor from their obligation to provide temporary fencing at work areas. Until permanent fencing is installed, the chiller remains an open work area and should be protected by temporary fencing.

Item 2d:

NCJV statement is incorrect. There have been many occasions throughout the project when NCJV has left scaffolding (outside the cafeteria), ladders (on the stage area), materials in the corridors, failed to install sidewalk bridging, etc. which posed a hazard to building occupants. It is not a construction site, it is an occupied school in which the contractor is required to take necessary precautions to protect children from all hazardous conditions.

Items 3 a, b, d:

NCJV statement is incorrect. There are 21 NCR's which have still not been rectified. Please refer to the NCR log. A copy can be provided upon request.

Item 4:

As noted in JCA's response to NCJV letter of 7/2/07, NCJV's claim was defective as it did not specify what the claim is and is not under consideration.

Item 5:

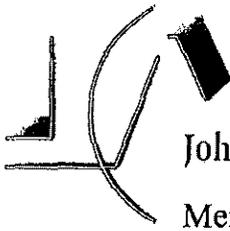
JCA has not received any confirmation on system status or suitability in the form of certifications, test, balance report, etc.

Item 10:

Requirements for substantial completion have still not been fulfilled. Please refer to Section 00900 of the contract documents.

Sincerely

Nelson Parra



John Ciardullo Associates, P.C.
Memorandum

13

575 8th Avenue
New York, New York 10018
T. (212) 245-0010
www.jca-architecture.com

date: October 5, 2007

to: Nadir Uygan
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286
fax: 516 374 6290

from: Nelson Parra

re: McClancy H.S. Soundproofing

Mr Uygan,

Please be advised that the Port Authority has informed us that payment #12 has been approved for payment and a check will be issued shortly.

However, no further payments will be issued after payment #12 until NCJV complies with their contractual obligation to provide all necessary certifications, inspection, testing and balance reports, controlled inspections and other documentation as noted herein.

NCJV has stated that the piping system was pressure tested and it held without leaks. However, when the system was started up, several leaks emerged and continue to this day, even though NCJV has said that the leaks were repaired.

Based on the fact that piping leaks started when the system was started we believe that the pressure testing that was performed did not include the entire system. NCJV must submit a full test report certifying exactly what was tested, including test pressure, time, etc. for the hot and chilled water systems.

NCJV has stated that the fire alarm systems have been tested and are operational. However, during site visits on 10/2/07 and 10/3/07 by JCA and PA it was found the new fire alarm system is not operational and does not have power. At the 10/2/07 walkthrough, NCJV stated that they would rectify the situation immediately, but as of 10/3/07 no action has been taken.

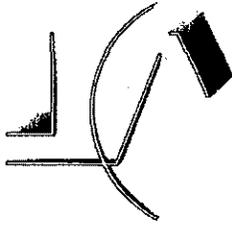
NCJV shall provide a full and detailed report of the fire alarm tests performed and written certification that the alarm systems are operational. All fire alarm devices and combination dampers must be tested and included in the report.

In spite of several requests by JCA and the school NCJV has never submitted a report from Trane confirming all mechanical systems and BMS are fully operational and working properly.

As it was the case last year, the school must have heat by October 15. This requires the gas booster controls be installed and operational as provided under approved change order #11.

NCJV has stated that the gas system including the gas booster pump are operational. JCA has not received written confirmation or test results. Please confirm.

On 8/31/07 JCA agreed to allow NCJV to pave the remainder of the parking lot in exchange for approximately \$49,000 in credits for other deleted work. This was based on NCJV's cost proposal of



\$48,000 by the subcontractor who paved the first half of the parking lot. Instead, NCJV had the work performed by a separate non-approved subcontractor for an admittedly lower price. The installed pavement is of unacceptable quality and workmanship and does not conform to the requirements of Specification Section 02511.

At no time did JCA or the school relieve the contractor of their responsibility to provide work that meets the requirements of the Contract Documents. The installed asphalt pavement is hereby rejected and any credits offered in exchange for this pavement remain credits. The necessary repairs and corrections will be performed by a contractor approved by the school and the cost will be deducted from NCJV's payment.

Little or no work has been performed in the last two months. Yet there is still missing access doors, louvers, acoustic doors, sills, and other incomplete work throughout the building. There are missing and damaged ceiling tiles, and other damaged school property. Damaged new floor tiles throughout the building need to be replaced. The alarm system is not working. As far as we know the building does not have heat. Unit Ventilators continue to leak, and the list continues to grow the closer we look at the work in place.

We are in receipt of NCJV's letter dated 9/25/07 claiming that substantial completion was met on 9/7/07.

Please be advised that based on the above and the definition of "Substantial Completion" as described in the contract documents Specification Section 009001.02 B., the project is NOT substantially complete.

Liquidated Damages will continue to be accrued until the requirements for substantial competition, as defined by the contract documents, are met.

Sincerely

Nelson Parra

cc. Nick Melito, Nick Russo, Kimberly Tibbetts

NAGAN CONSTRUCTION, Inc.

MEMORANDUM

To : John Ciardullo Associates, P.C.
Nelson Parra/Richard Piacentin

From : Mert Bil

Subject : McClancy Memorial HS

Date : 09/27/2007

Dear Mr. Parra,

We are in receipt of your Minutes of Meeting dated September 18, 2007. We do not agree with it and object that your office and the owner failed to place your comments in proper context of the other issues that have plagued this project

Following are our comments on the Minutes:

ITEM 1a:

Rooftop AC units #1 and #2 has been ready for operation at owners' demand since July 25, 2007.

In addition, due to Con Ed's scheduling problems beyond NCJV and JCA control, Chiller system was ready for initial testing and start-up after July 25, 2007 and after all procedures have been completed, including final electrical inspection, Chiller system was placed in full automatic operation in September 7, 2007.

As for the heating portion of the Rooftop AC units, please note that final inspection for gas piping took place only last week on 9/26/07. Now we are in process of making arrangements to install new gas booster panel and its start-up / testing. Furthermore, please note that this panel was ordered by NCJV after a very long delay due to technical issues to be resolved by L&J and Utility company and without physical approval of this work in our hand, in good will.

ITEM 1c:

Both the new Fire Alarm System and the Existing System are functional and the school is not in any safety risk. Furthermore as known to all parties for at least a year now, including PA of NY&NJ that a possible failure is knowingly expected during a NYPD inspection because of compatibility issues.

ITEM 1d:

To be completed as part of punch list items,

ITEM 1e:

Correspondence

Date: 10-04-2007

Continued...

This work is limited with four locations at MER and will be rectified as part of punch list items.

ITEM 1f:
Completed

ITEM 1g:
To be completed as part of punch list items,

ITEM 2a:
Slow progress goes hand in hand with slow payments & slow decisions.
Furthermore there were necessary extras which we have waited rather long time for approved COs to proceed. However they never ca and we took the initiative to complete them in good faith to not to inconvenience the school.

ITEM 2b:
This project has been under my supervision at all times and there was no period of adjustment required.

ITEM 2c:
Delay in installation of the chiller fence is directly a result of delays in CO approvals.
Furthermore, at other access points (x1 location) ,fence has been restored.

ITEM 2d:
At no point during this project was the MMMHS staff or the students in any danger of getting hurt because of work in the construction area.
All materials were confined within the construction area whose perimeter was clearly marked.
ITS A CONSTRUCTION SITE.

ITEM 2f:
Every care has been shown to keep the school interior and exterior presentable during construction. Furthermore, at the end of construction times, we have paid for school's cleaning contractor's services to clean the school and make it presentable for next day. The few incidents that took place cannot be assumed to be the general reflection on total construction work.

ITEMS 3 a,b,d:
We rectified 39 NCRs issued byJCA, out of 43; two (2) of which are disputed and the other two (2) will be rectified as part of punch list items. However some NCRs like NCR #24 which was for a broken light bulb, which believe was to be unnecessary can be expectec a construction site at any time again which we find to be unnecessary in the context of the total project scope.

ITEM 3c:
Again, 2 year long major construction project can not be hidden from view even with the best of efforts to keep premises presentable. We are in disagreement with your comments.

ITEM 3d:
We are in disagreement with your comments.

ITEM 4:
NCJV Notice of claim was filed on July 2, 2007 and we are in process of gathering additional data.

Correspondence

Date: 10-04-2007

Continued...

ITEM 5:

As of September 7, 2007, all mechanical systems were operational; all exterior UV louvers had been installed, existing fence repairs have been completed, re-pavement work has been completed.

We lived up to the PA's expectations and kept our commitment. On the other hand, PA never tied a meeting to discuss long pending Change Order issues to our completion of these systems.

ITEM 7:

A reasonable work schedule cannot be provided until we receive a reliable payment schedule / status. Payment delays have plagued this project since summer of 2006.

ITEM 8:

In progress.

ITEM 10:

NCJV has already fulfilled requirements for substantial completion as per contract documents ahead of of Final Completion Time Table submitted on August 13, 2007. Please see NCJV letter regarding this issue under a separate cover.

ITEM 12:

We disagree with your comments, especially your bringing up irrelevant issues at this point in this project. Please remember that this project has suffered extensively from delayed / non-payment issues (refer to NCJV letter dated 9/13/06) and as of the date of subject meeting minutes, Change Orders in excess of \$400,000 are still not approved. If anything, the owner was and continues to be in default of contract.

Mert Bil
Project Manager

FILE

Reminder: AOL will never ask you to send us your password or credit card number in an email. This message has been scanned for known viruses.

From: AnneMarie.Anzalone@mail.house.gov
To: coach27bb@aol.com
Subject: FW: McClancy
Date: Fri, 29 Sep 2006 1:52 PM

Nick - here is what Con Ed told me - can you check it out and let me know if what he says is true?

*Anne Marie Anzalone
District Chief of Staff
Congressman Joseph Crowley
3425 East Tremont Avenue
Bronx, NY 10465
(718) 931-1400*

-----Original Message-----

From: Banks, John H. [mailto:BanksJo@coned.com]
Sent: Friday, September 29, 2006 12:54 PM
To: Anzalone, AnneMarie
Subject: RE: McClancy

Here is an update from my guys.

The electrician was at Queens Blvd last week and we gave them cost estimate . Then yesterday we sent another cost to them minus the tax, to show them their actual costs. We also gave electrician information on where to buy the crabs for the job and all associated equipment involved in installing the crabs. I believe there is a lack of communication between School and electrician....

From: Anzalone, AnneMarie [mailto:AnneMarie.Anzalone@mail.house.gov]
Sent: Thursday, September 28, 2006 4:06 PM
To: Banks, John H.
Subject: RE: McClancy

Thanks John

*Anne Marie Anzalone
District Chief of Staff
Congressman Joseph Crowley
3425 East Tremont Avenue
Bronx, NY 10465
(718) 931-1400*

-----Original Message-----

From: Banks, John H. [mailto:BanksJo@coned.com]
Sent: Thursday, September 28, 2006 4:05 PM
To: Anzalone, AnneMarie
Subject: RE: McClancy

I'll check it out.

Reminder: AOL will never ask you to send us your password or credit card number in an email. This message has been scanned for known viruses.

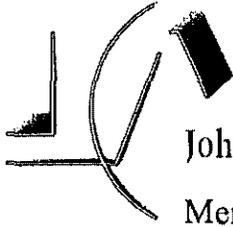
From: Coach27bb@aol.com
To: mert@naganconstruction.com
Subject: damage caused by duct workers
Date: Thu, 28 Sep 2006 8:08 PM

Damage was done today by duct workers. They tracked up the stage area with tar and then proceeded to wipe their shoes on the school's indoor pitching mound. This is exactly what we were speaking about in our meeting on Monday and Weds. The school will not tolerate the deliberate destruction of its property. This is not the first time, but I promise you it will be the last. Be assured that the school will backcharge for all damages caused by workers in our building whether accidental or not. This act of destruction was witnessed by our Athletic Director, Jim Castrataro.

The school will only allow the current duct workers in the building if they are supervised from the time they enter the building to the time they leave. The supervisor must identify himself to Nick Melito before work can start. If at any time these particular workers are left unsupervised, the school will stop the work. Please understand that this is serious and should not be taken lightly. I have never seen such a total disregard for school property. These workers are a disgrace and makes me wonder how they could be hired in the first place. The school will ban them from working on this project if there is any more incidents.

Also, unless the school has a written schedule involving these workers, they will not be allowed in the building. I hope I have made the school's position perfectly clear. Please contact me if you have any questions.

Nick Melito, school representative



1B
John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York, New York 10018
T. (212) 245-0010
www.jca-architecture.com

date: August 20, 2007

to: Nadir Uygan
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

re: McClaney H.S. Soundproofing

This is in response to NCJV's fax dated 8/16/07 regarding the minutes of the 8/15/07 meeting.

- Item 1b. The minutes clearly acknowledge the current presence of a supervisor and the fact that he appears to be qualified. The statement in the minutes refer to the schools dissatisfaction with the fact that the supervisor has been changed multiple time throughout the project. Each new supervisor starts out being unfamiliar with the project and requires a period of adjustment which leads to miscommunication and repetitive errors.
- Item 2. Not all outstanding NCR's were discussed. Those that were mentioned were not closed issues. They were issues that were never addressed or ignored by the contractor and which are now impossible to resolve. These items will remain open until JCA and MMMHS decide they are satisfied with a compromise or a credit.
- Item 4. Even if NCJV believes that the lack of louvers will not affect testing and balancing, the fact remains that the unit ventilators can not properly operate and withstand wind and rain without fresh air intake louvers.
- Item 5. At the time that NCJV raised their concerns for the existing roof, JCA noted that the drawings require the contractor to provide protection to the roof and take every precaution possible to prevent damage to the roof. The evidence shown in the photographs distributed at the meeting and attached to the minutes illustrate NCJV's failure to protect the roof, properly flash and patch their work and a complete disregard for the integrity of the roof and poor quality of work.
- Item 8. Unprocessed change orders are due to NCJV's refusal to submit proposals with acceptable costs or that conform to the specification requirements for overhead and profit. As stated in Item 9, JCA has agreed to process all these change orders and a meeting will be scheduled for the week of 8/27 to finalize these issues.
- New Item (10). PA statement that review of pencil copy must not take more than a week is not possible under existing protocol. PA REO currently requires JCA completely verify the pencil copy with NCJV prior to scheduling a walkthrough with PA. It is not possible to complete in one week as it requires reviews plus a minimum of 2 site visits.

The above items will be noted on the minutes and distributed.

Nelson Parra

NAGAN
CONSTRUCTION Inc.

FAX MESSAGE

TO	: Nelson Parra/Richard Piacentini	FROM	: ERAY ARTAN
COMPANY	: John Clardullo Associates, P.C.	DATE	: 08/16/2007
Fax Number	: 1-212 245-0020	Total No. of Pages	:
Phone Number	: 1-212 245-0010	Sender's Reference Number	:
REF	: McClancy Memorial HS	Your Reference Number	:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

Dear Mr. Parra:

Below, please find our comments to your meeting minutes dated August 15, 2007.

Item 1b. There is a full time field supervisor at the job site. Resume of field supervisor is in JCA's records.

Item 2. Most of the NCR's brought to the attention in the meeting were actually closed issues and PA recommended to JCA to show them as closed issues. NCJV stated that it will be more practical to list open NCR's only to get a more realistic picture on status of NCRs.

Item 4. NCJV stated that installation of louvers will not affect outcome of testing and balancing.

Item 5. NCJV stated that concerns about existing roof conditions brought into the attention of JCA at the very early stages of the project.

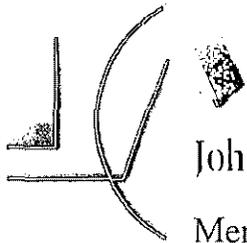
Item 8. NCJV referred to change order work that were completed a year ago but not processed by JCA as of this date.

New Item. Payment Issues

NCJV stated that the outstanding contract balance of \$1,300,000 is way much higher than the value of remaining work and this is happening because JCA is withholding monies for credit work but not making payments for the extra work completed in lieu of deleted work. PA stated that this issue will be visited and rectified in next payment application and credits will be deducted during release of retainage.

PA stated that review of pencil copy must not take more than a week.

226 WANSER AVE. INWOOD NY 11096
TEL. (516)374-6286 - FAX (516)374-6290



113
John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York, NY 10018
T. (212) 245-0010
F. www.jca-architects.com

date: April 20, 2007

to: Nadir Uygan (Nagan/Conair JV)
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Richard Piacentini

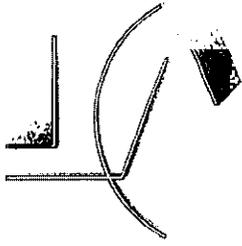
re: McClancy H.S. Soundproofing

Mr Uygan,

We are writing to follow up on our February 26, 2007 letter to notify you that as of this date we have not received an acceptable timetable for remediation of the most critical items in our list of NCR's.

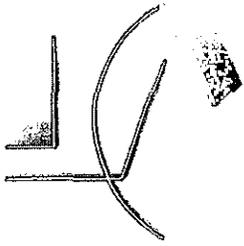
Comments on the progress made on our list of incomplete work included in our January 26, 2007 and February 26, 2007 letter follow:

1. The Mall sheetrock ceiling is still not smooth and flush. The contractor shall refinish the ceiling to the satisfaction of the Architect. - ***The ceiling finish remains unacceptable and there has been no action or acknowledgment by the contractor.***
2. Mall Roof is still leaking due to the contractor's activities. Mold concerns in the plenums threaten future occupancy. No roof protection was used during construction activities. This has compromised the roof at the mall and main building areas. As documented in photos previously submitted, the contractor's complete disregard for the roof's integrity has resulted in leaks and damage to the schools interior. - ***Infrared photos taken of the mall ceiling reveal the presence of moisture in at least three location. No Action or acknowledgment by the contractor***
3. UV intake louver lintels installed throughout the project are not installed properly and do not provide the proper support for brick above. ***A method of correction has been agreed upon, the sample under review remains unaccepted.***
4. Paint over spray on beams and brick walls, sloppy patching of openings, and spray paint markings are obvious throughout the Multipurpose Room. ***This issue has been addressed and scheduled, but was not performed at the scheduled time and remains outstanding.***
5. Brick infill workmanship quality is very poor. Many areas remain unacceptable and must be replaced.



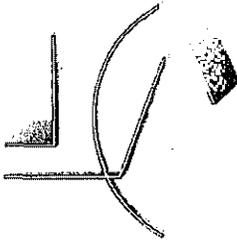
6. Interior mortar joints not properly tooled and mortar smudged on walls. Walls need to be washed down and mortar joints re-pointed.
7. Contractor core drilled through structural steel members in the floor slab at Unit Ventilators without consulting the Architect, even after radar scanning revealed the presence of these members.
8. Railing at the ramp was damaged by the backhoe during excavation and must be repaired / replaced.
9. The catch basin outside the Mall classroom needs to be cleaned of all dirt and debris from contractor activity.
10. Pre-cast concrete stair at East gate from site to 73rd Street that was moved during electrical excavations has not been returned to its original location.
11. Damage to existing chain link fences and running track are evident throughout the site requires restoration or replacement.
12. Acoustical caulking in the MPR has not been installed.
13. Damage to the existing parking lot throughout requires parking lot replacement.
14. Numerous new ceiling tiles are being damaged by the trades as work progresses and must be replaced throughout the school corridors prior to substantial completion.
15. ***Unacceptable dust and unsafe conditions left behind in the classrooms and offices due to incomplete work and negligence are chronic conditions. Exposed wires, damaged books, moved furniture and other items gone missing continue to plague the work.***
16. Firestopping at slab and wall penetrations has not been installed as required for building occupancy. ***We are nearing project completion and we still do not have firestopping submittals.***
17. Unit Ventilators are damaged from construction dirt and debris. All Unit ventilators shall be thoroughly cleaned inside and out and all UV filters shall be replaced prior to being put into further service. ***Contractor continues to work over and around unit ventilators without protecting them, several have been splattered with solder from pipes above.***

In addition to the above abbreviated list of deficiencies the pattern of failure of Nagan/Conair Joint Venture (NCJV) to conform to contract requirements is ongoing and to this day we are receiving complaints of negligence and disregard for the integrity and safety of the building and its occupants.



Returning from Easter break during which time NCJV was allowed to work throughout the building we find the list of damaged and unacceptable items is growing. These items observed during our 4/19/07 include the following:

1. Office #1 in the MPR: workers performed drilling and patching without protecting the contents of the office causing damage to Jerseys being prepared for framing. This activity was called to Mr Uygan's attention by Nelson Parra during a walkthrough in March.
2. Office #1 in the MPR: fan coil unit is still not working. NCJV has stated in several meetings that all units are working.
3. Office #1 in the MPR: Patching at ceiling opening for exhaust duct is unacceptable.
4. Office #2 in the MPR: chopping of ceiling opening for exhaust fan was performed without protection above school property and uniforms. causing damage to these items.
5. Office #2 in the MPR: Dirt and debris on the floor walls and school property.
6. On 4/19/07 after classes resumed NCJV forces working were on the stage area without notification of MMMHS.
7. Contractors materials left unprotected in cardboard boxes in the boiler room next to the boilers. This fire hazard is a violation of fire safety codes. NCJV has been alerted to this on previous occasions and directed not to store materials in the boiler room.
8. NCJV's failure to provide dust partitions and dust protection has lead to construction dirt clogging the burners of the boilers and water heater. This practice is requiring costly repairs of this equipment that the school has had to pay for. NCJV was alerted to this several months ago the boiler room remains uncleaned and full of construction dirt.
9. A new light in the second floor corridor is not functioning. It has been two months since the school requested it be repaired. It still has not been looked at.
10. A window was broken in room 202 by NCJV workers and it remains broken. Other than cleaning up the broken glass, no action to repair the window has been taken.
11. Librarian's office has been left in disarray for several months. The office remains unoccupied as all the furniture was moved and not returned. A large amount of dirt from core drilling is left in the corner of the room. Wires removed from the wall have been left on the floor. The paper tray on the copier is broken.
12. In the library an electric outlet removed from the wall by the clock has not been replaced.
13. The installation of an exhaust grill in the library is unacceptable. Things like this illustrate NCJV's inability to coordinate trades with existing conditions.



14. Dust covers all the shelves on in the library and in other places throughout the building. Please be advised that the contractor must resume his own cleaning activities. The school cleaning company has notified us that excessive dust and debris from contractor activities are not being contained in work areas and the general lack of contractor care is overwhelming their staff.
15. Unsecured flexible conduit has been left hanging from the ceiling and soffits throughout the building. The school has repeatedly pointed this out to NCJV, but no action has been taken to rectify it.
16. Floor tile work remains unfinished throughout the building. This condition exists everywhere even long after the UV's have been installed. This work could have been started during the Easter Break.
17. New roof leaks have appeared around ducts and other penetrations on the third floor. Other new leaks now occur at the stage and locker rooms where no leaks previously existed.
17. The kitchen exhaust ducts were left on the roof exposed to the weather for over a week causing them to rust and we require they now be painted.
18. Duct insulation in MPR requires painting per Mechanical drawings.

NCJV's subcontractors continue to work with little or no control or coordination by the general contractor.

Issues of cleanliness and order have been brought to the contractor's attention since the start of work in 2005. The contractor still fails to meet minimum cleanliness standards for the smallest portion of his activities.

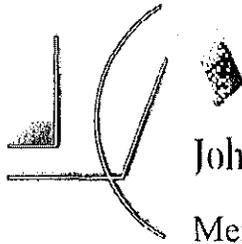
Based upon the above and the incomplete and unacceptable status of our previous notices to NCJV of unsatisfactory conditions at the project, the school has requested that we notify you and your bonding company by copy of this letter that they have found these contract deficiencies to be adequate grounds to request their action on the project.

Based on the above we have no choice but to notify you once again that according to your contract with MMMHS you remain substantially in default.

Richard Piacentini

cc: By certified mail to Nadir Uygan, Barry Stransky, Nick Melito

cc: Nick Russo, Kevin DeMatteis, Zaheer Jaffery



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York
New York
245-0020
T. (212) 245-0010
F. www.jca-architecture.com

date: April 12, 2007

to: **Mert Bil**
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

cc: Nick Melito, Kevin DeMatteis,

re: McClancy H.S. Soundproofing

Mr. Uygan,

Please note that duct insulation boards installed in the MPR have been installed without an approved submittal.

In our e-mail of March 30, 2007 we addressed RFI #54 and requested submittal of data sheets for the duct insulation. We did not receive a reply.

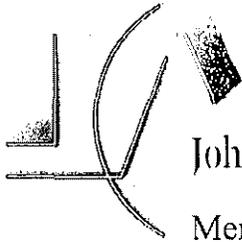
On 4/2/07 we received loose insulation board samples with no labels and no data sheets.

Based on the specifications and manufacturer recommendations, the specified 6 lbs density insulation boards with ASJ facing shall be used on all exposed ducts.

Please be advised that any material installed without an approved submittal and/or does not meet specifications may be rejected and required to be removed and replaced with a the specified material.

Sincerely,

Nelson Parra



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York
New York
T. (212) 245-0010
www.jca-architecture.com

date: March 1, 2007

to: **Nadir Uygan** (Nagan/Conair JV)
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

re: McClancy H.S. Soundproofing

Mr Uygan,

It is apparent that there is a systemic lack of coordination between the general contractor and their subcontractors as well as with new work and existing conditions as it has been discussed in walkthroughs and site meetings.

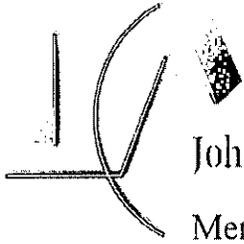
Please refer to the contract specifications Chapter VIII Section 4 Contractor's Meetings. The contract requires the GC and their subcontractors to conduct coordination meetings every two weeks. The GC is also required to prepare and distribute minutes for these coordination meetings. These meetings are in addition to the weekly progress meeting that have been conducted with JCA and the school.

Please submit copies of the minutes from previous coordination meetings with your subcontractors.

If minutes of past coordination meetings can not be provided, the contractor shall provide minutes of coordination meetings for the remainder of the project, effective immediately.

Sincerely,

Nelson Parra



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York
New York
245-0020
T. (212) 245-0010
F. www.jca-architecture.com

date: February 28, 2007

to: **Nadir Uygan** (Nagan/Conair JV)
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

re: McClancy H.S. Soundproofing

Mr Uygan,

In reference to our discussion about change orders on Monday 2/26/07, please refer to Chapter II Section 2 Compensation For Extra Work of your contract specifications.

Based on the above referenced contract section, NCJV's markup for work performed by subcontractors shall be 5 percent.

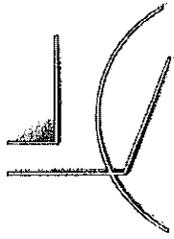
The above specification section also states that such markup includes administration, overhead, taxes, clean-up, consumable including gas and oil, **drafting** (including printing or other reproduction), coordination, field measurements, maintenance, repairs, **insurance**, profit to the Contractor and small tools.

Based on the above there shall be no additional compensation for insurance or drafting on extra work.

In response to your inquiry about Federal Acquisition Regulation (FAR), your contract is with Msgr McClancy Memorial HS, not with any federal agency and therefore FAR does not apply to this contract.

Sincerely,

Nelson Parra



103
John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York
New York
T. (212) 245-0010
www.jca-architecture.com

date: February 26, 2007

to: Nadir Uygan (Nagan/Conair JV)
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Richard Piacentini

re: McClancy H.S. Soundproofing

Mr Uygan,

We are writing to follow up on our January 26, 2007 letter to notify you that as of this date we have not received an acceptable timetable for remediation of the most critical items in our list of NCR's.

These include:

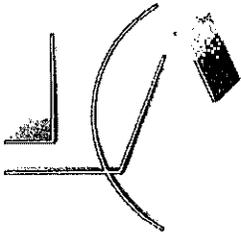
1. The chopped brick openings for the fresh air louvers,
2. The non-conforming use of non-galvanized steel lintels,
3. Lack of brick support above the lintel

Instead of dealing with this non-conformance, NCJV has elected to avoid the issue by adding this item to the growing list of work in place for which contract change orders are now claimed. This claim is false and will not be considered for payment or accepted as justification for further delay of project completion.

In addition to this we have received notification from NCJV on 02/05/07 that the Temporary Classroom Trailer change order, a critical path item for contract completion, that was approved by the PA REO in January of 2006 and by the FAA on November 2, 2006 by formal notice to you on or about November 17, 2006 has not been ordered. Not only has the trailer not been ordered but necessary shop drawings are still not ready for submission and that there is an additional change order for a 20% price increase required for this critical path item before the order will be placed by NCJV.

Further as you have claimed the delay on this single item alone has cost your company an additional \$80,000 in overtime, we find this late request and the additional 2 month delay it has caused since November 17, 2006 to this date to be evidence of a potential intent by the contractor to falsely inflate the contract price by delaying essential work to initiate a new condition that will result in the generation of additional contract changes.

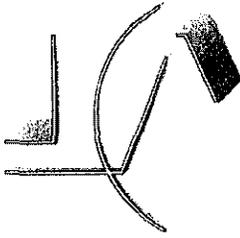
If NCJV elected to provide \$80,000 in overtime without notice to the owner, JCA or PA and/or approval in advance on one hand, while refusing to order the critical classroom trailer in time to avoid this necessity on the other, the owner, JCA and the PA find both requests to be suspect.



Based upon this possibility, the trailer change order is hereby rescinded and the overtime change order request that we were previously considering is denied. Contract credits for the portion of the trailer work that will no longer be required will be taken as a result of this deletion.

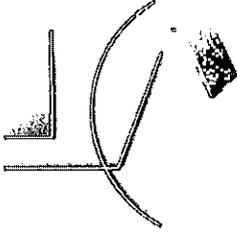
Comments on the progress made on our list of incomplete work included in our January 26, 2007 letter follow:

1. The Mall sheetrock ceiling is still not smooth and flush. The contractor shall refinish the ceiling to the satisfaction of the Architect. - *Instead of fixing the ceiling, the contractor elected to hang the acoustic panels below them in an effort to hide the unacceptable ceiling finish.*
2. Mall Roof is still leaking due to the contractor's activities. Mold concerns in the plenums threaten future occupancy. No roof protection was used during construction activities. This has compromised the roof at the mall and main building areas. As documented in photos previously submitted, the contractor's complete disregard for the roof's integrity has resulted in leaks and damage to the schools interior. - *As with the unacceptable ceiling, Instead of fixing the ceiling and dealing with the potential mold problem, the contractor elected to hang the acoustic panels below them in an effort to hide the unacceptable ceiling finish, and increase the cost and difficulty of actually dealing with the problem.*
3. UV intake louver lintels installed throughout the project are not installed properly and do not provide the proper support for brick above. *See page 1 for discussion of this major issue.*
4. Paint over spray on ducts, beams and brick walls, sloppy patching of openings, and spray paint markings are obvious throughout the Multipurpose Room.
5. Interior brick mortar color not acceptable, two different colors used, neither matching the selected color. Brick infill workmanship quality is very poor. Many areas remain unacceptable and must be replaced.
6. Interior mortar joints not properly tooled and mortar smudged on walls. Walls need to be washed down and mortar joints re-pointed.
7. Structural dunnage for HVAC Units was not coordinated with the equipment. Field attempts to correct the situation at AC-2 were not only without approval by the Architect and Engineer but non-conforming work was performed in a covert and deceptive manner.
8. Exterior roof parapet at the MER is still open allowing precipitation to fill the cavity and soak through the joints. Efflorescence and other stains from water permeating through the walls are evident. This remains incomplete due to the contractor's failure to coordinate the brick masonry work and the installation



of the coping stones. After being exposed for the past 4 months and after the severe cold conditions of the past 4 weeks, we believe that sufficient questions concerning these parapets exist that they be rejected in place and should be removed and replaced in their entirety.

9. Contractor core drilled through structural steel members in the floor slab at Unit Ventilators without consulting the Architect, even after radar scanning revealed the presence of these members.
11. Roofing tar splatter on the exterior walls at the locker room roof and MER room result from sloppy workmen and must be completely cleaned to the satisfaction of MMMHS.
12. Railing at the ramp was damaged by the backhoe during excavation and must be repaired / replaced.
13. The catch basin outside the Mall classroom needs to be cleaned of all dirt and debris from contractor activity.
14. Pre-cast concrete stair at East gate from site to 73rd Street that was moved during electrical excavations has not been returned to its original location.
15. Damage to existing chain link fences and running track are evident throughout the site requires restoration or replacement.
16. Acoustical caulking in the Mall classroom and MPR has not been installed.
17. Damage to the existing parking lot throughout requires parking lot replacement.
19. Numerous new ceiling tiles are being damaged by the trades as work progresses and must be replaced throughout the school corridors prior to substantial completion.
20. Unacceptable dust and unsafe conditions left behind in the classrooms and offices due to incomplete work and negligence are chronic conditions. Exposed wires, damaged books, moved furniture and other items gone missing continue to plague the work. Meanwhile windows are left open, and school property like chairs, textbooks and trash cans are used by the G.C.'s forces as ladders, buckets and props.
21. Firestopping at slab and wall penetrations has not been installed as required for building occupancy.
22. Unit Ventilators are damaged from construction dirt and debris. All Unit ventilators shall be thoroughly cleaned inside and out and all UV filters shall be replaced prior to being put into further service.



As you can see the above abbreviated list is extensive and clearly demonstrates a pattern of failure of Nagan/Conair Joint Venture (NCJV) to conform to contract requirements.

We have required in our January 26, 2007 letter to NCJV that our NCR's be addressed in writing by NCJV including a proposed plan and time table for remediation of these items by February 12, 2007. We have received no such response or schedule at this time.

Based upon the above and the incomplete status of our previous notices to NCJV of unsatisfactory conditions at the project, the school has requested that we notify you and your bonding company by copy of this letter that they have found these contract deficiencies to be adequate grounds to request their action on the project.

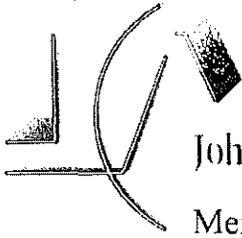
Based on the above we have no choice but to formally notify you according with your contract with MMMHS that you remain substantially in default of contract.

You are hereby directed to address the above deficiencies. Should NCJV fail to address these deficiencies to the satisfaction of the MMMHS by March 12, 2007 a breach of contract letter will be issued on March 13, 2007 to your bonding company.

Richard Piacentini

cc: By certified mail to Nadir Uygan, Barry Stransky, Nick Melito

cc: Nick Russo, Kevin DeMatteis, Zaheer Jaffery



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York, New York 10018
T. (212) 245-0010
F. www.jca-architecture.com

date: February 8, 2007

to: Nadir Uygan (Nagan/Conair JV)
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

re: McClancy H.S. Soundproofing

Mr Uygan,

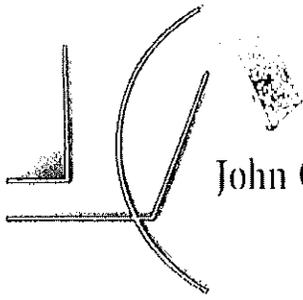
It has come to our attention that NCJV workers have been using the school's locker room for eating and other activities. These workers have left behind trash and tracked dirt on the carpets.

Please be advised that the locker rooms are off limits to all NCJV employees and their subcontractor's. There is no work remaining in the locker rooms and NCJV has no reason to enter this space.

No one is to enter the locker rooms without prior authorization from Mr Nick Melito.

NCJV will be responsible for all cleaning, repair or replacement costs incurred by the school in connection with the activities of NCJV employees and their subcontractors.

Nelson Parra



103
John Ciardullo Associates, P.C.

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T. (212) 245-0010
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Nagan/Conair, JV
226 Wanser Ave.
Inwood, New York

February 6, 2007

Mr Uygan:

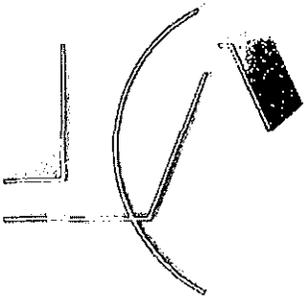
Thank you for responding to our January 25, 2007 letter in your February 2, 2006 correspondence to Nelson Parra of this office. We would also like to thank you for beginning to address the non-conforming work items that have been discussed at our progress meetings for over 8 months. Some of the noted items have appeared in the meeting minutes for over a year.

1. First there is a claim in this letter of our negligence with regard to the project. From the following, it is obvious that no one should imply that we have been negligent in this project. JCA is not a signatory of the construction contract with the school.
 - A. It is documented that we have been attending nearly weekly site meetings at the school since the project began. The record shows that many of these meetings you do not personally attend unless there is a pressing payment issue.
 - B. In addition to the 61 (sixty-one) documented meetings we have attended, JCA has been on site for average of three (3) additional times per month for other inspection purposes or to respond to Owner complaints about a chronic lack of control over the schedule, the safety and cleanliness of the construction site or the lack of quality in the work.
 - C. On top of this we have been required to meet with the Port Authority Resident Engineers at least once a month for McClancy related progress issues. At times we have been asked to explain why the work in place is incomplete, incorrect and otherwise unacceptable or why there is no measurable progress on the site.
 - D. We need not mention the several instances where we were forced to deal with the discovery of work in place that was sub spec, installed in direct violation of the contract document intent, building code requirements or standard construction practice. We are not responsible for NCJV's substandard work, we did not sign the construction contract with the school.
2. Second, we wish to address the items in NCJV's letter pertaining to delay of payment, payment withholding and pencil copy walkthroughs. While we may not disagree with the delays claimed, JCA is not in any position to accept responsibility for this. Payment is under the direct control of the Port Authority. And beginning with subcontractor review, PA involvement in this project has been unavoidable.
 - A. From our first meeting on this project, the PA Resident Engineer's office has been in complete control of all payment issues from walk through to the transfer of funds



from the PA to the School for your payments.

- B. As project architects on this PA funded project, our payment participation is limited and this was clearly explained to NCJV in detail by the Resident Engineers at the kick off meeting. Please review the record copy of these meeting minutes.
 - C. JCA's responsibility is to review NCJV payment applications with the percentages agreed with the PA on the walkthrough, and certify that they are in conformance with the work on site. JCA's other responsibilities are essentially clerical duties in connection with the payment.
 - D. Once certified, the payments are sent off to the PA and the payment is out of our control. Further processing and PA specific reviews are performed, funding obtained and checks cut, sent to the school and passed on to you. We are willing at any time to review the transmittal records for each payment processed through this office to assure you that there was no delay of any payment due to our action or inaction.
 - E. Specific claims made in the letter concerning payment #7 were clearly explained to NCJV at the time we were advised by the PA that re-submission of the corrected paperwork would be faster than passing the original documents back to the NCJV from the FAA and the PA through JCA. Payments #8 and #9 could not be processed until Payment #7 was corrected.
3. Next the issue of the PA/FAA change order processing and approval process and the delays related to these issues.
- A. JCA and NCJV have discussed the problems related to this issue with the PA due to the lengthy approval process and we have reached an impasse. In fairness, however, the process was also described to NCJV by the PA at the kick off meeting and we have little influence on the process. As a result, we have agreed that NCJV has been delayed due to this process, and we are prepared to issue a contract extension.
 - B. Beyond agreeing that there was a delay in excess of 10 months on the approval of the Temporary Classroom C.O. that continues to delay progress on the project, there is no reason work unaffected by this issue can not proceed apace. There is a substantial amount of contract work outside the building which is and remains incomplete without satisfactory explanation from NCJV.
4. Concerning the issue of credits, please refer to the correspondence that is specific to the documents you have attached to the letter to which this responds. As you have noted we have discussed these issues at length with NCJV and the PA over the course of the past six months and we do not recall any agreement verbal or otherwise, that the value of piping and floor chase deletion was to be considered equal in value to the work performed.



- A. Multiple work items were deleted in each of the 23 classrooms, each deleted work item would have required separate mobilization and demobilizations, many steps in the construction process have been completely eliminated from the project by this change. The costs for these deleted mobilizations/demobilizations have been completely ignored in the contractor's analysis.
- B. The contractor has listed as additional costs, items unrelated to the piping change such as core drilling, which RS Means lists as more costly than slab cutting, while ignoring all of the work items associated with the specified slab removal indicated. Simply put, if it was easier to core drill than saw cut, then it must also have been less expensive. Additionally this change from saw cutting to core drilling, for example, is completely unrelated to the piping change order and should have been omitted from the credit calculations
- C. If the entire building was completely under the control of the contractor for the duration of the project, these RS Means numbers might be valid. However with multiple stages of work by multiple disassociated trades requiring clean up between locations, use of this estimating tool becomes more complex. This complexity is not evident in the submitted NCJV credit change order proposal.

We do not believe it to be productive to counter each of NCJV's inaccurate assertions and personal attacks included in the above referenced letter. We do however stand ready at any time to meet with the owner, the PA and any representative you elect to review the contract documents and submittal records to dispute and refute each and every one.

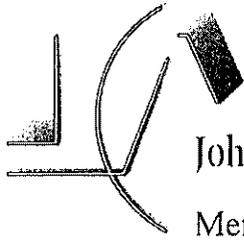
In summary, JCA is a representative of the school in the construction project to the extent specified in the NCJV construction contract with the school. As a limited representative of the school, we have been advised by our client that they are extremely unhappy with the conduct and of the work as well as with the lack of progress in the work.

In both of these matters the response by NCJV to our January 26, 2007 letter and the growing list of NCR's is unsatisfactory. If the school at one time believed that NCJV was capable of completing the project to the level necessary, this is regrettably no longer true.

Yours truly,

Richard Piacentini, RA

cc: A. Spera, Z. Jaffery, N. Melito, K. DeMatteis, N. Russo, E. Pompa,



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York
New York
T. (212) 245-0010
www.jca-architecture.com

date: January 26, 2007

to: Nadir Uygan (Nagan/Conair JV)
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

re: McClancy H.S. Soundproofing

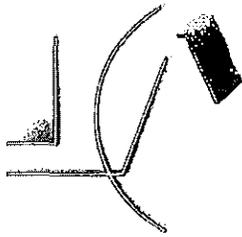
Mr Uygan,

As of 01/25/07 there have been a total of 20 NCR's issued by JCA. Seven of which were issued this week for non-conforming work that has been discussed at previous meetings. To this date there has been no progress to rectify, repair or even acknowledge many of the issues discussed over the course of the project or the NCR's issued previously.

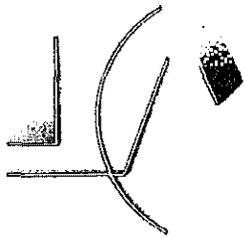
In addition to the outstanding NCR's, there are other issues of poor quality work, disruptive and defective means and methods, project phasing, coordination and communication between trades that have resulted in substandard work and delays.

Some of these issues are as follows:

1. Mall sheetrock ceiling is not smooth and flush. The contractor shall refinish the ceiling to the satisfaction of the Architect.
2. Mall Roof is still leaking due to the contractor's activities. Mold concerns in the plenums threaten future occupancy. No roof protection was used during construction activities. This has compromised the roof at the mall and main building areas. As documented in photos previously submitted the contractor's complete disregard for the roof's integrity has resulted in leaks and damage to the schools interior.
3. UV intake louver lintels installed throughout the project are not installed properly and do not provide the proper support for brick above.
4. Paint over spray on ducts, beams and brick walls, sloppy patching of openings, and spray paint markings are obvious throughout the Multipurpose Room.
5. Interior brick mortar color not acceptable, two different colors used neither matching selected color.
6. Interior mortar joints not properly tooled and mortar smudged on walls. Walls need to be washed down and mortar joints re-pointed.



7. Structural dunnage for HVAC Units was not coordinated with the equipment. Field attempts to correct the situation at AC-2 were not only without approval by the Architect and Engineer but non-conforming work was performed in a covert and deceptive manner.
8. Exterior roof parapet at the MER has been left open for months, allowing precipitation to fill the cavity and soak through the joints. Efflorescence and other stains from water permeating through the walls are evident. This remains incomplete due to the contractor's failure to coordinate the brick masonry work and the installation of the coping stones. If these cores and voids are not dried out and covered, brick cracks and joint failures will result from the cold weather effect.
9. Contractor core drilled through structural steel members in the floor slab at Unit Ventilators without consulting the Architect, even after radar scanning revealed the presence of these members.
10. Contractor has not submitted any coordination drawings. This failure has resulted in roof and ACM removals in the wrong places and additional work requests for change orders that have resulted
11. Roofing tar splatter on the exterior walls at the locker room roof and MER room result from sloppy workmen and must be completely cleaned to the satisfaction of MMMHS.
12. Railing at the ramp was damaged by the backhoe during excavation and must be repaired / replaced.
13. The catch basin outside the Mall classroom needs to be cleaned of all dirt and debris from contractor activity.
14. Pre-cast concrete stair at East gate from site to 73rd Street that was moved during electrical excavations has not been returned to its original location.
15. Damage to existing chain link fence, running track and parking lot surface are evident throughout the site.
16. Acoustical caulking in the Mall classroom and MPR has not yet been installed properly.
17. Damage to the existing parking lot throughout requires parking lot replacement.
18. Sleeves for the fence at Chiller pad have been left open to weather and are full of frozen water. Damage to the chiller pad that may result from expansion shall be repaired to the Architect's satisfaction



19. Numerous new ceiling tiles are being damaged by the trades and must be replaced throughout the school corridors prior to substantial completion.
20. Unacceptable dust and unsafe conditions left behind in the classrooms and offices due to incomplete work and negligence are chronic conditions. Exposed wires, damaged books, moved furniture and other items gone missing continue to plague the work. Meanwhile windows are left open, and school property like chairs, textbooks and trash cans are used by the G.C.'s forces as ladders, buckets and props.
21. Firestopping at slab and wall penetrations has not been installed as required for building occupancy.
22. Unit Ventilators are damaged from construction dirt and debris. All Unit ventilators shall be thoroughly cleaned inside and out and all UV filters shall be replaced prior to being put into further service.

As you can see the above partial list is extensive and clearly demonstrates a pattern of failure of Nagan/Conair Joint Venture (NCJV) to conform to contract requirements.

At this time NCJV must begin to address these contract deficiencies or be found in default of the contract.

We have been advised that as of 01/22/07 your forces have left the site despite a long list of incomplete and noncompliant work which can be performed without any impact on the building occupants or school operations. We can only assume this to be an abandonment of your contractual responsibilities.

Based on the above we have no choice but to formally notify you according with your contract with MMMHS that you are in default of contract.

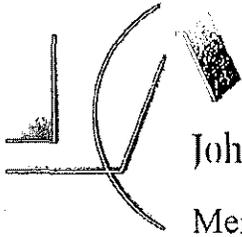
The above mentioned NCR's and other issues listed shall be addressed in writing by NCJV including proposed plan and time table for remediation by February 12, 2007.

You are hereby directed to return to work and address the above deficiencies and man the site. Should NCJV fail to address these deficiencies to the satisfaction of the MMMHS by February 12, 2007 a breach of contract letter will be issued on February 13, 2007.

Nelson Parra

cc: By certified mail to Nadir Uygan, Barry Stransky, Nick Melito

cc: Nick Russo, Kevin DeMatteis, Zaheer Jaffery



113
John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York
New York
T. (212) 245-0010
F. www.jca-architect.com

date: December 6, 2006

to: **Nadir Uygan**
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

cc: Mert Bil, Nick Melito, Nick Russo

re: McClancy H.S. Soundproofing

Mr Uygan,

It is past time for you to complete the exterior work on this project. We can almost understand why the interior work has fallen behind. However, the exterior work should be completed immediately

As discussed in the last project meeting the Mechanical room addition still does not have exterior doors installed. This is a serious breach of security a poses a major risk and liability to Nagan Conair JV and the school.

As you have been informed, last Saturday a man was found wondering inside the MER by a school employee. Luckily the intruder left without incident. Had any harm occurred to a school employee Nagan Conair JV would face serious claims.

This incident illustrates the importance of properly securing the construction area. It has been several months since the door frames were installed. There is no excuse for this lack of security.

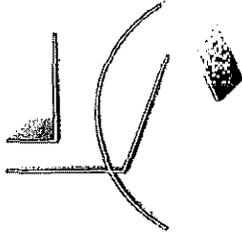
Nagan Conair JV is hereby directed to immediately provide doors with proper hardware. Shop drawings for this were approved last year. If this is not possible within 48 hours a 24 hour security guard shall be employed by Nagan Conair JV, at their expense, until the doors are installed.

Please note that it is also unacceptable that the louver openings at unit ventilators have been left unfinished and open for the last couple of months. This condition is allowing water to enter the exterior wall of the building and with the beginning of freezing temperatures this will cause damage to the existing masonry. Additionally, unprotected openings without louvers or sleeves allow water, birds, dirt and debris to enter the unit ventilator silencers.

Nagan Conair JV shall immediately provide temporary protection in the form of weather-tight exterior grade plywood closures. Plywood closures shall be painted to match the exterior brick as these openings are an eyesore and a potential loss of revenue to the school. The building's appearance can lead to loss of student enrolment.

Nagan Conair JV shall be held responsible for damages caused to the existing building by their actions!

Nagan Conair JV shall replace any silencers that show signs of water infiltration or bird occupation.



Please note the contract documents call for saw cutting of wall and slab penetrations. In violation of contract requirements Nagan Conair JV has chopped unit ventilator louver openings using jack hammers. All damaged brick must now be replaced.

JCA will inspect the walls around all improperly cut openings for damage to adjacent masonry. Nagan Conair JV shall, at their expense, repair and repoint if necessary any damage to existing masonry caused by chopping of openings.

Nelson Parra

Russo, Nicholas

From: Pompa, Ed
Sent: Tuesday, August 28, 2007 6:02 PM
To: 'Richard Piacentini'; Vero, Anthony; Caban, Wally
Cc: Russo, Nicholas
Subject: RE: MMMHS - Work Progress Report

13

Richard,

I am forwarding these e-mails to Tony & Wally, I will discuss the next steps with Tony In the AM and will get back to you right after.

Ed

-----Original Message-----

From: Richard Piacentini [mailto:RPiacentini@jca-architecture.com]
Sent: Tuesday, August 28, 2007 5:39 PM
To: Pompa, Ed
Cc: Russo, Nicholas
Subject: MMMHS - Work Progress Report

Ed,

I received this today from Nelson and am forwarding it to you for your information.

NCJV has obviously not met their commitment to the school or PA from our last meeting.

I am preparing a response for tomorrow morning.

Richard

>>> Nelson Parra 8/27/2007 5:11 PM >>>

>>> <coach27bb@aol.com> 8/27/2007 1:10 PM >>>

Nelson , please be advised that at noon, Aug. 27, 2 workers were pulled from the job site to go to another job. They were the people who were installing the louvers. So much for our school. What can we do to solve this problem? I am running out of patience. Also, the front doors to the school need to be cleaned and polished and the windows are to be cleaned. We would like this to be done before Sept. 3. T is no urgency to finish the job. We have no idea what Nagan is doing with the floor in the gym. They have the proposal for three weeks. I can not get any answers from any body. It should be obvious to all parties that Nagan lied at the last meeting. They told us that they would put a work crew in the building to do the work. they told us that the fence would be put up the next day. they put a fence around the chiller that is a complete joke and nothing to protect the field. they told us the roofer would be at school the day after the meeting and we have yet to see them. Our roofer showed up and has presented a proposal to fix the damage caused by Nagan. We have waited long enough and school opens next week. They told us they would be working this past weekend. 2 workers for the weekend. They have refused to pave our parking lot even though we offered a fair

compromise. We will not open school with leaky roofs, damaged parking lot, holes in our building and an all around dirty building. We request immediate response from you and the PA. How do we acquire funds to get these jobs done before school opens. Please past this on to the PA.
Nick

-----Original Message-----

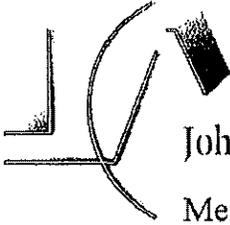
From: Nelson Parra <NParra@jca-architecture.com>
To: eray@naganconstruction.com; nadir@naganconstruction.com
Cc: Coach27bb@aol.com; Kevin@demworld.com
Sent: Fri, 24 Aug 2007 10:25 am
Subject: MMMHS - parking lot

Please see attached.

Nelson Parra

John Ciardullo Associates
575 8th Avenue, 20th Floor
New York, New York 10018
t:212 245 0010 f:212 245 0020

Email and AIM finally together. You've gotta check out free [AOL Mail!](#)



John Ciardullo Associates, P.C.

Memorandum



575 8th Avenue
New York, New York 10018
T. (212) 245-0010
www.jca-architecture.com

date: August 1, 2007

to: Nadir Uygan
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

re: McClancy H.S. Soundproofing

Mr Uygan

We are in receipt of your fax dated 7/27/07 regarding the pencil copy for payment #12.

It is true that we were late to the 7/25/07 walkthrough with PA, however, as noted in your letter, it was promptly rescheduled for 7/30/07. This amounts to a delay of only five days.

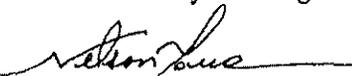
During the month of July that NCJV claims JCA has failed to review the pencil copy, we made multiple trips to the site to attempt to verify items on the pencil copy with inadequate NCJV cooperation, coordination or response as follows:

1. The first meeting was held on 7/2/07. Upon our arrival we found NCJV workers on site without an NCJV supervisor. The trip was wasted time for JCA. This prompted our letter of 7/3/07. Since the contract documents require NCJV's supervisor on site at all times when work is being performed, we expected Mr Mert Bil to be on site to help review the pencil copy.
2. JCA made a second attempt on Wednesday 7/11/07, as noted in our e-mail of 7/13/07. We found the new supervisor was not familiar with the work, and therefore unable to assist with the pencil copy. This was also wasted time for JCA.
3. In the 7/13/07 e-mail we notified NCJV that we would be on site on 7/16/07 and requested Mr. Mert Bil attend to verify the pencil copy. Upon JCA arrival on site, no one from NCJV was present for the 7/16/07 walkthrough. This was also wasted time for JCA.
4. On 7/19/07 we made our final walkthrough with Mr Mert Bil's assistance via telephone. Following this fourth attempt to verify pencil copy #12 we scheduled a walkthrough with PA for 7/25/07.

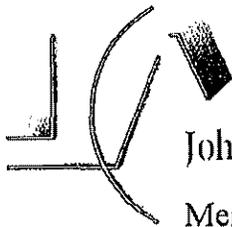
Based on the above we find NCJV's letter to be erroneous and unwarranted.

We will not address the multiple personal attacks and other baseless accusations. We will just state the facts relating the this payment application.

Progress to the completion of the project and the terms of the contract between NCJV and the school will remain your obligation unless NCJV is defaulted by the owner.


Nelson Parra

cc. Nick Melito, PAREO



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York
New York
T. (212) 245-0010
F. 245-0020
www.jca-architect.com

date: July 31, 2007

to: Nadir Uygan
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

re: McClancy H.S. Soundproofing

Mr Uygan

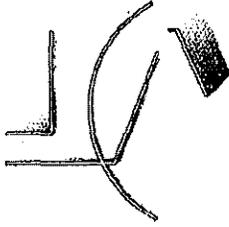
Specifications Section 00900 of the contract documents defines "Substantial Completion" as follows:

The project can be used for the purpose it was intended for, and all remaining incomplete work is comprised of relatively minor items that the Contractor agrees to correct while the facility is occupied and/or all systems are operational. Training session shall be complete and all manuals turned over to the *MMMHS* Representative.

As stated in our letter of 6/21/07, to compensate for the lack of swing space the date for substantial completion was extended from 1/12/07 to 7/23/07, giving NCJV an additional 7 months to reach substantial completion. Additionally, NCJV has been allowed to work throughout the building instead of being limited to the contract requirement of working in a maximum of two classrooms at a time.

As of our site inspection of 7/25/07, there are many major items remaining to be completed. These include the following:

1. Louvers. Without louvers the unit ventilators can not be properly calibrated and therefore are not operational.
2. Training and manuals. Training sessions and operation and maintenance manuals have not been provided. These can not be provided until all equipment is operational.
3. Window sills. No window sills have been delivered to the site.
4. Site restoration. No site restoration work has been performed, even though exterior site work has been complete for several months.
5. Acoustic Doors. Acoustic doors have not been installed.
6. Firestopping. No firestopping has been installed. Based on our inspection of 7/25/07 we do not believe that slab openings under the unit ventilators can be properly firestopped.
7. HVAC Unit startup. HVAC units have not been started. At the walkthrough of 7/25/07 HVAC subcontractor was notified that power for the HVAC units has been activated.



In addition to the above major items, many vital NCR's remain unresolved and/or unanswered. Please refer to the attached NCR Log.

As noted in our letter of 1/26/07 and subsequent letters of 2/26/07 and 4/20/07, consistent poor quality of workmanship, consistent lack of coordination, poor communication between trades and an overall general disregard for the school and it's occupants have been constant throughout the project.

Based on the above and our field observations on 7/25/07 for review of project status, we have determined that Nagan Conair JV has failed to meet the revised substantial completion date of 7/23/07.

JCA has notified the owner of these faults and their contractual options and authority to compensate for the contractor's failure to meet the substantial completion date. These include liquidated damages, termination, or both at the owners discretion.

Should the owner choose to allow NCJV to continue on the project to final completion, liquidated damages in the amount of \$500. per day will be deducted from the contractor's payments starting 7/23/07 and continuing until all of the necessary items have been completed.

Nelson Parra

cc. Nick Melito, Kevin DeMatteis, PAREO, Zaheer Jaffery, Travelers C&S Co.

MMMHS: Non-Conformance Report Log

Average Implementation Time (days): 93.0

Average Response Time (days): 46.7

Project Number: LGA 841-099

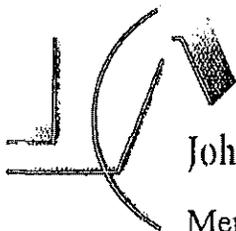
Project Name: Soundproofing of Msgr McClancy Mem HS

NCR #	ISSUE DATE	DESCRIPTION	RESPONSE DATE	CALCULATED ELAPSED RESPONSE TIME	DATE IMPLEMENTED	CALCULATED ELAPSED IMPLEMENTATION TIME	COMMENTS
1A	10/21/2005	01010 1.07- Worker ID Badges		-		-	Partial compliance - not continually enforced
1B	10/21/2005	01311 1.02 E- Four Week Schedule		-		-	Partial compliance - not continually provided
1C	10/21/2005	01311 1.03- Contractor's Daily reports		-		-	Partial compliance - stopped submitting
1D	10/21/2005	01380- Progress Photographs		-		-	Not Submitted - Required Monthly
1E	10/21/2005	01400- Controlled inspections Engineer	11/14/2005	24	11/14/2005	24	
1F	10/21/2005	01500 1.11- Temporary Field Office		-		-	No Architect Field Office
1G	10/21/2005	02831 3.01- Footings for temporary Fences	2/2/2007	469	3/1/2007	496	
1H	10/21/2005	09205- Furring & Lathing submittals	11/16/2005	26	11/16/2005	26	
1I	10/21/2005	09250- Gypsum board submittals	11/14/2005	24	11/14/2005	24	
1J	10/21/2005	09253- Gyp board interior Ceilings & Soffits submittals	11/14/2005	24	11/14/2005	24	
1K	10/21/2005	09900- Painting	5/8/2006	199	5/8/2006	199	
2	10/21/2005	Failed to provide protection for Mall roof		-		-	Continually neglects protecting roof
3	10/21/2005	Damage to padding in MPR		-		-	
4	10/21/2005	Failed to provide shoring @ excavations		-		-	
5	10/21/2005	Failed to coordinate Pile cap	12/1/2005	41	12/1/2005	41	
6	10/21/2005	Caused leaks in classroom trailer #1	11/4/2005	14	11/4/2005	14	
7A	8/24/2005	Construction behind schedule		-		-	
7B	8/24/2005	Failed to clean work areas		-		-	
7C	8/24/2005	Spilled hydraulic oil on MPR floor	8/25/2005	1	9/1/2005	8	
8	11/21/2006	AC2 Acoustic Duct liner damaged & not to spec	11/30/2006	9	11/30/2006	9	
9	11/21/2006	Gas pipe support on roof not to spec	2/2/2007	73	3/1/2007	100	
10	11/21/2006	Exterior lintels not galvanized	2/2/2007	73		-	
11	11/21/2006	Windows in room 201 & 201 wrong size	2/2/2007	73		-	

Dates in *Italic* are approximate

1B

FILE



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York, New York 10018
T. (212) 245-0010
www.jca-architect.com

date: July 3, 2007

to: Nadir Uygan
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

re: McClancy H.S. Soundproofing

Mr Uygan

On 7/2/07 JCA visited the site at approximately 10:00 a.m. We found the following unacceptable conditions that NCJV has been directed to prevent throughout the project.

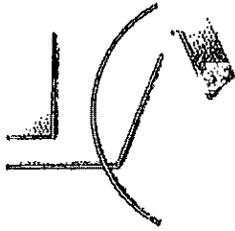
1. All workers were observed wandering throughout the building without ID badges while school is in session. This is in direct violation of specifications section 01010 1.07 of the contract documents.
2. Workers on site without NCJV superintendent on site. Per contract documents Section 01900 1.09, a superintendent must be on site while work is being performed.

MMMHS has reported by phone that there is no superintendent on site this morning. In conformance with specifications, should NCJV not have a full time superintendent on site by 1:30 p.m. today and all workers have ID badges, all workers will be ejected from the site. NCJV shall be responsible for any delays this may cause.

3. While the second floor was occupied by the school, building material boxes were stored in the corridor and ceiling tiles were left open. This is in violation of specifications section 01900 1.06 General safety restriction, which require hallways be free of obstructions.
4. Workers in room 101 were installing gypsum board soffits directly over school and student property with student's art projects left unprotected. Workers had materials laid out on a table directly on top of school papers and other property. This disregard for the property of the school and it's occupants is in violation of Specifications Section 01900 1.06 of the contract documents. After countless warnings and several deductions form NCJV payments to replace school property damaged by NCJV workers and their subcontractors. This will continue to be unacceptable. We believe this is the direct result of the lack of proper supervision and NCJV's lack of control over their subcontractors.

MMMHS will continue to deduct from NCJV's payments all costs for replacement or repair of school property damaged by NCJV workers and their subcontractors.

5. The school had requested the cafeteria be available for occupancy on Saturday 6/30/07 for a school function. The cafeteria was not made available and the school had to relocated their function to a different location. This is a violation of Specification Section 01900 1.05 Non-interference with school functions.



NCJV's lack of attention to student and public safety, order, cleanliness, failure to protect the school's property and coordinate work with school activities place risk and hardship on the school and it's occupants which will not be tolerated.

Sincerely,

Handwritten signature of Nelson Parra in cursive script.

Nelson Parra

cc. Nick Melito, Kevin DeMatteis, PAREO

Nagan/Conair, (JV.)

07/02/2007

Bro. Joseph Rocco
McClancy H.S.
71-06 31st Ave.
East Elmhurst NY 11370

Subject: McClancy Memorial HS

RE: Notice of Claim

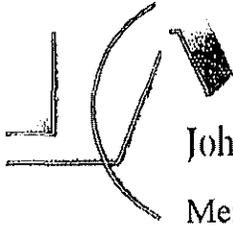
cc: Mr. Nick Melito and Kevin DeMatteis, MMMHS
Mr. Nick Russo and Ed Pompa, PANYNJ- LaGuardia Airport REO
Mr. Richard Piacentini and Nelson Parra, John Ciardullo Associates, P.C.
Mr. Barry Stransky, Conair Corp.

Dear Brother Rocco:

With reference to Msgr. McClancy Memorial High School Aircraft Noise Abatement Project and more particularly to the Contract Chapter IV, Paragraph 2 (Notice Requirements), we submit the following for your information, consideration and action. Conditions have materially changed on this job from that represented in the contractual documents. We seek remuneration for expenses and damages incurred because of changes in the character of the work. After series of discussions and negotiations with your representative, John Ciardullo Associates, P.C., we are still in disagreement with each and every calculation presented in Mr. Parra's letter dated 6/22/07 regarding to the approved and outstanding change orders. Despite our disagreements, we protest and proceed with the extra work items listed under Change Order #20 as per your request in the meeting dated June 20th, 2007 at your office. We regret any inconvenience and discomfort this notice may create on your side, however, we have been pushed to this point by your representative and this is an essential step we have to take in order to secure our contractual rights. Unless we can come to an agreement with your representative immediately, we intend to pursue a claim for additional compensation for work performed, attendant field costs and general administrative and overhead costs. Detailed costs and reasons for changes in the character of the work and potential claims will be submitted as soon as available.

Sincerely,

Nadir Uygan



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York, NY 10018
T. (212) 245-0010
www.jca-associates.com

date: June 21, 2007

to: Nadir Uygan
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

re: McClancy H.S. Soundproofing

Mr Uygan

As of today this project is 160 days past its scheduled substantial completion date of January 12, 2007 and there are many outstanding NCR's issued against the work in place. At this time we believe the work is significantly less than substantially complete. As a matter of fact, we are still reviewing shop drawings and have not yet received shop drawings for the UV louvers and door hardware.

Work is progressing slowly and consistently below acceptable standards of quality.

JCA and the school are constantly required to consider compromises on the quality of work in place which would have otherwise have been rejected, just to maintain progress.

We understand NCJV believes there have been situations, such as the lack of swing space, that have impacted progress. However, NCJV has also not been held to the contractual requirement of completing two classrooms at a time.

Based on the above, we have considered these difficulties adequate to warrant additional time of penalty free construction to allow NCJV to make up for these difficulties. Based upon this, we will allow the additional time beyond the contractual substantial completion date without penalty of liquidated damages.

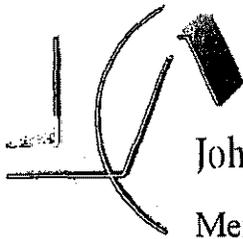
However, at this time NCJV is hereby notified that all contract work shall be substantially completed by July 23, 2007. Failure to meet this goal will invoke the liquidated damages clause of your contract starting July 24, 2007 as stipulated in Chapter III and extending until the actual date JCA issues substantial completion.

In addition to the above, should it appear the project will not be substantially complete by this date, NCJV will be formally notified of such in advance of this date so that the contract may be defaulted and your bond called.

Sincerely,

Nelson Parra

cc. Nick Melito, PAREO, Travelers C&S Co.



DRAFT

John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York
New York
T. (212) 245-0010
F. 245-0020
www.jca-architecture.com

1B

date: June 8, 2007

to: Nadir Uygan
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

cc: Nick Melito

re: McClancy H.S. Soundproofing

Mr Uygan

As of today this project is 147 days past its scheduled substantial completion date of January 12, 2007 and there are many outstanding NCR's issued against the contractor. We believe the work is still far from substantially complete. As a matter of fact, we are still reviewing shop drawings and have not yet received shop drawings for the UV louvers and door hardware.

Work is progressing slowly and is constantly of a quality below acceptable standards.

JCA and the school have been put in the position to make compromises on quality of work and have accepted work which would have otherwise been rejected just to maintain progress.

We understand that there have been some situations, like the lack of swing space, that may have impacted progress. However, NCJV has not been held to the contractual requirement of completing two classrooms at a time.

In consideration of the above we are allow a time extension of 4 months for these difficulties. Based upon this time extension, we will allow the required contractual substantial completion date of April 30, 2007.

This time allowance reduces the amount if liquidated damages already due at this time to approximately 40 days.

NCJV is hereby notified that should all work not be substantially completed by July 13, 2007, Msgr McClancy Memorial HS will invoke liquidated damages starting April 30, 2007 as stipulated in Chapter III of the contract documents and extending upon the actual date JCA issues substantial completion. In addition to the above, should the project not be substantially complete, NCJV will be formally defaulted and your bond called.

Sincerely,

Nelson Parra

13

Russo, Nicholas

From: Nelson Parra [NParra@jca-architecture.com]
Sent: Friday, April 27, 2007 3:51 PM
To: nadir@naganconstruction.com
Cc: Pompa, Ed; Russo, Nicholas
Subject: Fwd: MMMHS - Change Orders

Mr. Uygan,
This is in reference to our e-mail of 4/23/07 regarding mark-up on change order proposals (quoted below).

Please be advised that we have been notified by The Port Authority that the rate of 7% noted in our e-mail for subcontractor work is not the amount stipulated in the contract and will therefore not be accepted as G.C. mark-up on subcontractor work as it pertains to extra work orders.

Per Chapter II Clause 2 paragraph (b) of the Contract Documents the Contractor's mark-up for subcontractor work on extra work orders shall be 5%.

Please disregard the PDF list of change orders attached to our 4/23/07 e-mail. A new list will be issued next week.
We're sorry for any inconvenience this may have caused.

Sincerely,

Nelson Parra

John Ciardullo Associates
575 8th Avenue, 20th Floor
New York, New York 10018
t:212 245 0010 f:212 245 0020

>>> Nelson Parra 4/23/2007 5:11 PM >>>
Mr Uygan,

At the meeting this morning the Port Authority asked JCA to submit the Gas Booster pump change order #11. In order to do this we must have a revised proposal from NCJV.

A review of our file shows that this CO was submitted to PA and returned because the G.C. does not get 21% OH&P on Subcontractor Work. PA will not accept more than 7% mark-up on subcontractor work
You resubmitted your proposal, but this time it includes 10% mark-up. This is still above the maximum of 7%.

Please revise and resubmit per the above.

This is the issue with most outstanding CO's. On 3/7/07 we received a package of revised

change order proposals. However as we discussed two weeks ago, all of them had a 10% GC markup while still including subcontractors' 20% markup. This is unacceptable.

Attached please find a list of all outstanding CO's which JCA has reviewed. The amounts shown are the maximum amounts we are willing to consider. Please note that this does not guarantee final PA approval and PA may require additional revisions upon their review. This list does not include credits for eliminated work or additional work related to the piping changes.

Some of the CO's on the list may not be finalized; #16 is being redesigned to be a simple net (should not be more than \$5,000.00). #6 is under review (we have not received a revised proposal from NCJV). We would like to process CO #11 above as soon as possible.

Please review the list and resubmit the proposals accordingly. I will finalize the credit amounts with Richard this week and I hope to be able to sit with you to review it after the next meeting on Monday.

Thank you.

Nelson Parra

John Ciardullo Associates
575 8th Avenue, 20th Floor
New York, New York 10018
t:212 245 0010 f:212 245 0020

13

From: mert@naganconstruction.com
To: Coach27bb@aol.com
Subject: MMMHS
Date: Mon, 25 Jun 2007 12:16 am

Dear Mr. Melito,

Please find a below a list of issues to be discussed at the meeting.

- Mr. Milevski has spoken to Mr. Emil Opera as requested by JCA,
- Final CHW piping insulation areas will be completed by Wednesday, June 27 2007,
- Balance of soffit framing will start on Monday June 25, 2007., following piping insulation,
- Inspection of wiring in Boiler room will take place on Wednesday June 27 2007 by Con Ed. Once this inspection also is over., then Con Ed will turn power to property box.
- Installation of the Fabric Acoustical Boards in the GYM is completed,
- Transom Doors have been ordered. Were are awaiting for a letter that approves the original hardware submittal that was approved by JCA.
- Hard wiring of AC1 and AC2 back to boiler room for new booster panel is ordered. It is about 2-2/12 weeks away.
- Materials belonging to the school and Calakar Construction be removed in one week, as per our previous notice,
- Representative from three different companies will come to survey the site for new surfacing quotes; this week.
- The paint has arrived to finish painting the balance of existing windows.,
- All electric heaters provided to school during the winter is to be turned in by Friday June 29, 2007
- Final answer needed on relocation of administrative trailer. Brother Joseph indicated he does not want to move the trailer because it will be badly damaged due to weak structure.
- What does MMMHS want to do with the other trailer in playground,

If you have any questions, please call me at any time

Thank You

Mert Bil
Project Manager
Nagan Construction Inc.

From: mert@naganconstruction.com
To: Coach27bb@aol.com
Subject: MMMHS - Work Status - Issues
Date: Tue, 19 Jun 2007 6:38 pm

Dear Mr. Mellto,

Please find below additional job status follow-up information as discussed.

- 1) Mr. Peter Milewski of Elmac Electric informed me today that all work in property box is completed and all electric work is ready for final inspection. He was informed by Mr. Tony Geraci that he will call Peter tomorrow to make arrangements for final inspection within the next 3 to 5 days.
- 2) Once the final inspection is made, it will take app. 4 days for Mr. Geraci to complete paperwork to request new service to be provided to the new property box. If all goes well, within 2 to 2-1/2 weeks, we will have new power to new Electric Equipment Room.
- 3) Starting on Thursday June 21, 2007, after 1PM, Conair will start installation of the board and metal enclosure around the ductwork for EF-3, EF-4, GX-1, GX-2, LE-1 and LE-2.
- 4) Starting on Friday June 22 or Monday June 25, Conair will fill Chilled Water System with Glycol. Once this is done and CHW piping is completed (it is 80% completed to date), we will start, test and troubleshoot the Cooling system, including work / training by Trane Co. After this HVAC system will be on automatic. I plan the scheduling of this work to coincide with the availability of the new electric service mentioned in Item #2 above.
- 5) We have issued our PO# 21150025 to McDermott Metal Works Corp. of MA. (along with a payment of 50% deposit) today and released our order for production based on my meeting in their office on Monday June 18, 2007 and architect's comments / criteria. In addition, within 5-7 days, they will provide us with 3-4 color samples based on the material samples I gave them. Once JCA approves the color, they will go into painting and shipped to us. We were told we can expect first pieces in 3-1/2 weeks.
- 6) Paint (matching the new windows) was dropped off at MER yesterday for the painting of the balance of existing window frames as shown on plans. This work will continue after Thursday June 21, 2007.
- 7) All acoustical fabric boards have been installed in the GYM ceiling as per JCA's latest updated sketch SK-12, with Revision dated 6/10/07.
- 8) Soffits around the AC-2 duct penetrations in the GYM ceiling has been completed; including the acoustic sealing. We are waiting for three, 18" x 18" access doors to finalize this installation. As for the remaining work in GYM; lime stones on top of the three new brick chases and the return air grilles, I will give you a more solid schedule for it's completion by Thursday June 22, 2007.
- 9) New Gas Booster Panel has been ordered. We are waiting for it's delivery (in two weeks). All other electric work related to this panel as per the CO, is completed.

If you have any questions, please call me at any time.

Thank You

Mert Bil
Project Manager

NAGAN Construction, Inc.
226 Wanser Avenue
Inwood, NY 11096
Cell: (516)-644-8011, Fax: (516)-374-6290
Email: mert@naganconstruction.com

5/17/07 5/18/07 1B

SCOPE OF WORK FOR PERIOD MAY 17 2007 – MAY 25 2007

Thursday, 5/17/07:

- NAGAN – Protect GYM floor and hallways.-DONE
Saw cut opening for new drinking fountain – DONE
Re-Brick previous opening (found pipe) – DONE
- ELMAC – Start removing temporary power lines – CONT'D
Provide temporary power for AC1 & AC2 - DONE
-
- HUGO ROD - Start acoustic sealant application in GYM - CONT'D
Start priming / painting of GYM Ductwork – CONT'D
Start painting of beams (x4) – CONT'D
- CONAIR - Start air balancing procedure – CONT'D
- TRANE - Program EX Fan Schedules – DONE
- ELMAS AC- Final miscellaneous piping work – CONT'D

Friday, 5/18/07:

- NAGAN – Protect GYM floor and hall ways after game -DONE
Start brick repairs at duct penet. from Stage – GYM – DONE
Complete Re-Brick of previous opening (found pipe) – DONE
- ELMAC – Continue removing temporary power lines – CONT'D
Provide temporary power for AC1 & AC2 - DONE
- HUGO ROD - Continue acoustic sealant application in GYM - CONT'D
Continue priming / painting of GYM Ductwork – CONT'D
Continue painting of beams (x4) – CONT'D
- CONAIR - Complete air balancing procedure – DONE
- CONAIR - Make final connection to ext. KX fan - DONE
- ELMAS AC- Continue miscellaneous piping work – CONT'D

Saturday 5/19/07

- NAGAN – Protect GYM floor and hallways.-DONE
Saw cut opening for new drinking fountain – DONE
Re-Brick previous opening (found pipe) – DONE
- ELMAC – Finish switches for window operators at GYM - DONE
- GLOBAL - Install GYM drinking fountain - DONE
- HUGO ROD - Continue acoustic sealant application in GYM - CONT'D
Painting of GYM Ductwork – CONT'D
Painting of beams (x4) – CONT'D

Sunday 5/20/07

- NAGAN - General cleaning of GYM, 1st fl. Hallways - DONE
Continue cleaning spray marks - CONT'D
- ELMAC - Start removing temporary power lines - CONT'D
Provide temporary power for AC1 & AC2 - DONE
-
- HUGO ROD - Complete acoustic sealant application in GYM - DONE
Painting of GYM Ductwork - DONE
Painting of beams (x4) - DONE
Painting of KX duct - DONE

Monday 5/21/07

- NAGAN - Continue MER parapet extension work - CONT'D
- ELMAS AC- Final miscellaneous piping work - CONT'D
- CONAIR - Start KX Duct insulation - CONT'D

Tuesday, 5/22/07

- NAGAN - Continue MER parapet extension work - CONT'D
- ELMAS AC- Final miscellaneous piping work - CONT'D
- CONAIR - KX Duct insulation - CONT'D

Wednesday, 5/23/07

- NAGAN - Continue MER parapet extension work - CONT'D
- ELMAS AC- Final miscellaneous piping work - CONT'D
- CONAIR - KX Duct insulation - CONT'D
- HUGO ROD - Start scraping/cleaning/painting of existing Windows - CONT'D

Thursday, 5/24/07

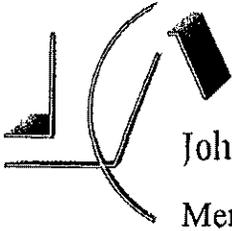
- NAGAN - Continue MER parapet extension work - CONT'D
- ELMAS AC- Final miscellaneous piping work - CONT'D
- CONAIR - KX Duct insulation - CONT'D
- HUGO ROD - Start scraping/cleaning/painting of existing Windows - CONT'D

Friday, 5/25/07

- NAGAN - Continue MER parapet extension work - CONT'D
- ELMAS AC- Final miscellaneous piping work - CONT'D
- CONAIR - KX Duct insulation - CONT'D
- HUGO ROD - Start scraping/cleaning/painting of existing Windows - CONT'D
- Delivery: 2nd Louver Sample

Saturday, 5/25/07

- NAGAN - Continue MER parapet extension work - CONT'D
- CONAIR - KX Duct insulation - DONE
- HUGO ROD - Start scraping/cleaning/painting of existing Windows - CONT'D



John Ciardullo Associates, P.C.

Memorandum

575 8th Avenue
New York, NY 10018
T. (212) 245-0010
www.jca-architecture.com

date: April 20, 2007

to: Nadir Uygan (Nagan/Conair JV)
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Richard Piacentini

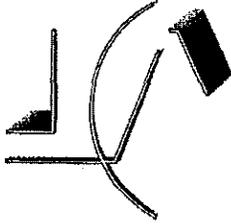
re: McClancy H.S. Soundproofing

Mr Uygan,

We are writing to follow up on our February 26, 2007 letter to notify you that as of this date we have not received an acceptable timetable for remediation of the most critical items in our list of NCR's.

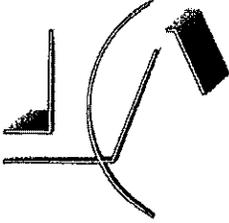
Comments on the progress made on our list of incomplete work included in our January 26, 2007 and February 26, 2007 letter follow:

1. The Mall sheetrock ceiling is still not smooth and flush. The contractor shall refinish the ceiling to the satisfaction of the Architect. - ***The ceiling finish remains unacceptable and there has been no action or acknowledgment by the contractor.***
2. Mall Roof is still leaking due to the contractor's activities. Mold concerns in the plenums threaten future occupancy. No roof protection was used during construction activities. This has compromised the roof at the mall and main building areas. As documented in photos previously submitted, the contractor's complete disregard for the roof's integrity has resulted in leaks and damage to the schools interior. - ***Infrared photos taken of the mall ceiling reveal the presence of moisture in at least three location. No Action or acknowledgment by the contractor***
3. UV intake louver lintels installed throughout the project are not installed properly and do not provide the proper support for brick above. ***A method of correction has been agreed upon, the sample under review remains unaccepted.***
4. Paint over spray on beams and brick walls, sloppy patching of openings, and spray paint markings are obvious throughout the Multipurpose Room. ***This issue has been addressed and scheduled, but was not performed at the scheduled time and remains outstanding.***
5. Brick infill workmanship quality is very poor. Many areas remain unacceptable and must be replaced.



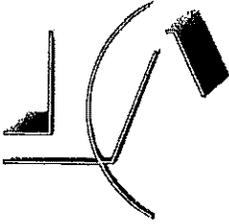
6. Interior mortar joints not properly tooled and mortar smudged on walls. Walls need to be washed down and mortar joints re-pointed.
7. Contractor core drilled through structural steel members in the floor slab at Unit Ventilators without consulting the Architect, even after radar scanning revealed the presence of these members.
8. Railing at the ramp was damaged by the backhoe during excavation and must be repaired / replaced.
9. The catch basin outside the Mall classroom needs to be cleaned of all dirt and debris from contractor activity.
10. Pre-cast concrete stair at East gate from site to 73rd Street that was moved during electrical excavations has not been returned to its original location.
11. Damage to existing chain link fences and running track are evident throughout the site requires restoration or replacement.
12. Acoustical caulking in the MPR has not been installed.
13. Damage to the existing parking lot throughout requires parking lot replacement.
14. Numerous new ceiling tiles are being damaged by the trades as work progresses and must be replaced throughout the school corridors prior to substantial completion.
15. ***Unacceptable dust and unsafe conditions left behind in the classrooms and offices due to incomplete work and negligence are chronic conditions. Exposed wires, damaged books, moved furniture and other items gone missing continue to plague the work.***
16. Firestopping at slab and wall penetrations has not been installed as required for building occupancy. ***We are nearing project completion and we still do not have firestopping submittals.***
17. Unit Ventilators are damaged from construction dirt and debris. All Unit ventilators shall be thoroughly cleaned inside and out and all UV filters shall be replaced prior to being put into further service. ***Contractor continues to work over and around unit ventilators without protecting them, several have been splattered with solder from pipes above.***

In addition to the above abbreviated list of deficiencies the pattern of failure of Nagan/Conair Joint Venture (NCJV) to conform to contract requirements is ongoing and to this day we are receiving complaints of negligence and disregard for the integrity and safety of the building and its occupants.



Returning from Easter break during which time NCJV was allowed to work throughout the building we find the list of damaged and unacceptable items is growing. These items observed during our 4/19/07 include the following:

1. Office #1 in the MPR: workers performed drilling and patching without protecting the contents of the office causing damage to Jerseys being prepared for framing. This activity was called to Mr Uygan's attention by Nelson Parra during a walkthrough in March.
2. Office #1 in the MPR: fan coil unit is still not working. NCJV has stated in several meetings that all units are working.
3. Office #1 in the MPR: Patching at ceiling opening for exhaust duct is unacceptable.
4. Office #2 in the MPR: chopping of ceiling opening for exhaust fan was performed without protection above school property and uniforms. causing damage to these items.
5. Office #2 in the MPR: Dirt and debris on the floor walls and school property.
6. On 4/19/07 after classes resumed NCJV forces working were on the stage area without notification of MMMHS.
7. Contractors materials left unprotected in cardboard boxes in the boiler room next to the boilers. This fire hazard is a violation of fire safety codes. NCJV has been alerted to this on previous occasions and directed not to store materials in the boiler room.
8. NCJV's failure to provide dust partitions and dust protection has lead to construction dirt clogging the burners of the boilers and water heater. This practice is requiring costly repairs of this equipment that the school has had to pay for. NCJV was alerted to this several months ago the boiler room remains uncleaned and full of construction dirt.
9. A new light in the second floor corridor is not functioning. It has been two months since the school requested it be repaired. It still has not been looked at.
10. A window was broken in room 202 by NCJV workers and it remains broken. Other than cleaning up the broken glass, no action to repair the window has been taken.
11. Librarian's office has been left in disarray for several months. The office remains unoccupied as all the furniture was moved and not returned. A large amount of dirt from core drilling is left in the corner of the room. Wires removed from the wall have been left on the floor. The paper tray on the copier is broken.
12. In the library an electric outlet removed from the wall by the clock has not been replaced.
13. The installation of an exhaust grill in the library is unacceptable. Things like this illustrate NCJV's inability to coordinate trades with existing conditions.



14. Dust covers all the shelves on in the library and in other places throughout the building. Please be advised that the contractor must resume his own cleaning activities. The school cleaning company has notified us that excessive dust and debris from contractor activities are not being contained in work areas and the general lack of contractor care is overwhelming their staff.
15. Unsecured flexible conduit has been left hanging from the ceiling and soffits throughout the building. The school has repeatedly pointed this out to NCJV, but no action has been taken to rectify it.
16. Floor tile work remains unfinished throughout the building. This condition exists everywhere even long after the UV's have been installed. This work could have been started during the Easter Break.
18. New roof leaks have appeared around ducts and other penetrations on the third floor. Other new leaks now occur at the stage and locker rooms where no leaks previously existed.
17. The kitchen exhaust ducts were left on the roof exposed to the weather for over a week causing them to rust and we require they now be painted.
18. Duct insulation in MPR requires painting per Mechanical drawings.

NCJV's subcontractors continue to work with little or no control or coordination by the general contractor.

Issues of cleanliness and order have been brought to the contractor's attention since the start of work in 2005. The contractor still fails to meet minimum cleanliness standards for the smallest portion of his activities.

Based upon the above and the incomplete and unacceptable status of our previous notices to NCJV of unsatisfactory conditions at the project, the school has requested that we notify you and your bonding company by copy of this letter that they have found these contract deficiencies to be adequate grounds to request their action on the project.

Based on the above we have no choice but to notify you once again that according to your contract with MMMHS you remain substantially in default.

Richard Piacentini

cc: By certified mail to Nadir Uygan, Barry Stransky, Nick Melito

cc: Nick Russo, Kevin DeMatteis, Zaheer Jaffery

1B

Russo, Nicholas

From: Nelson Parra [NParra@jca-architecture.com]
Sent: Tuesday, April 17, 2007 6:04 PM
To: mert@naganconstruction.com
Cc: Richard Placentini; nadir@naganconstruction.com
Subject: MMMHS - 3rd floor ductwork @ GX fans

Mert,

Please see attached photo of the duct on the 3rd floor directly below GX-2.

During our walk through on Monday 4/16 following the recent rainfall we observed water leaking from inside this duct as seen in the attached photo. There is no evidence of water on the outside of the duct. The water could be clearly seen coming out of the hole on the corner of the duct.

The acoustical insulation in the ducts can not be exposed to water. This section of duct and acoustic insulation shall be removed and replaced with new as soon as possible. Any other ductwork found to be leaking shall also be removed and replaced.

NCJV shall be responsible for any damages to school property caused by leaks or any other contractor activities in and around ducts and other roof penetrations and areas of contract work.

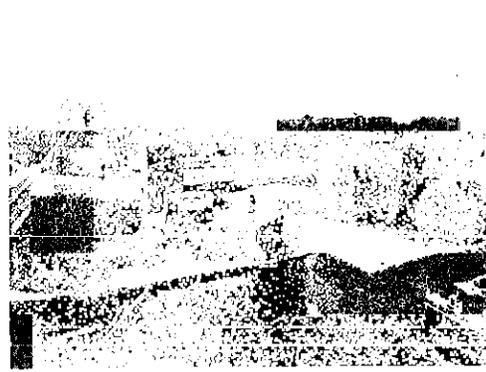
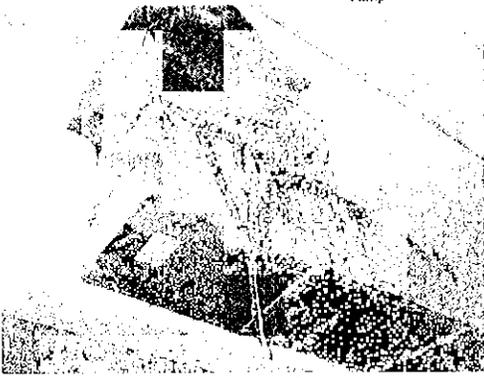
Please forward a schedule by the end of this week which includes the remediation of the above defective work.

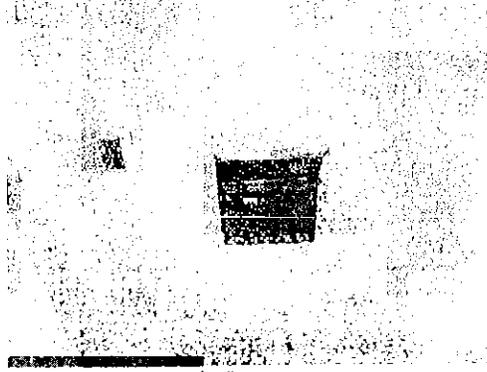
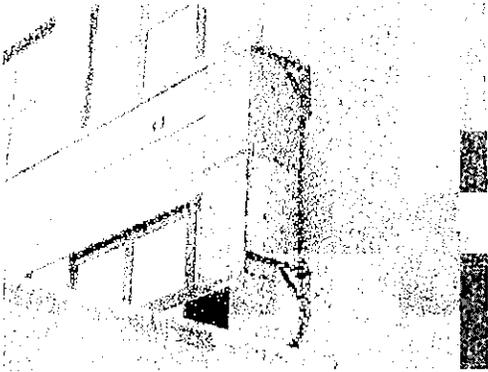
Nelson Parra

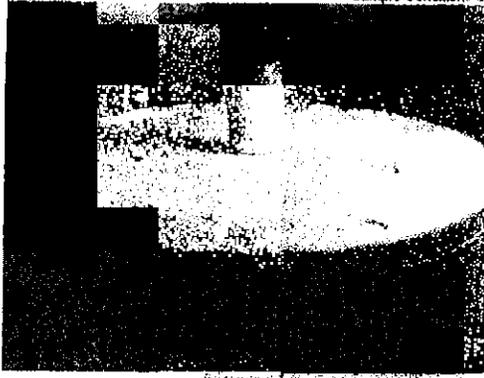
John Ciardullo Associates
575 8th Avenue, 20th Floor
New York, New York 10018
t:212 245 0010 f:212 245 0020

Sample Conditions at McClure 715 on 11/16/07

113

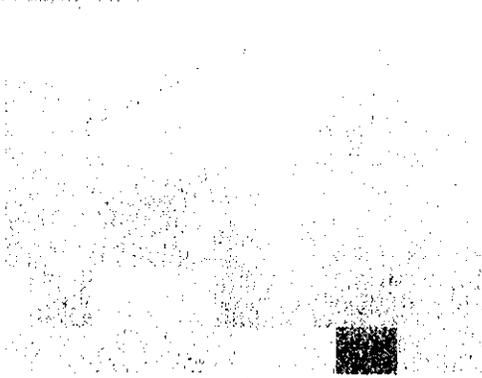
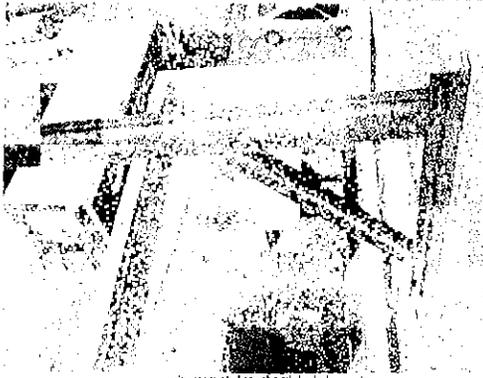












Russo, Nicholas

Subject: FW: MMMHS - Monday 3/26 meeting

-----Original Message-----

From: Nelson Parra [mailto:NParra@jca-architecture.com]

Sent: Thursday, March 22, 2007 6:06 PM

To: Coach27bb@aol.com; Kevin@demworld.com; mert@naganconstruction.com;
nadir@naganconstruction.com; Pompa, Ed; Russo, Nicholas

Subject: MMMHS - Monday 3/26 meeting

Gentlemen,

JCA requests Nagan/Conair JV **not** attend the meeting scheduled for Monday 3/26/07 at 10:00 AM.

JCA would like to meet with McClancy HS and Port Authority Resident Engineer before our next meeting with the contractor.

A meeting with NCJV will be scheduled for later in the same week, to be announced.

Thank you.

Nelson Parra

John Ciardullo Associates
575 8th Avenue, 20th Floor
New York, New York 10018
t:212 245 0010 f:212 245 0020

3/23/2007

Nagan/Conair, (JV.)

03/09/2007

1B

Richard Piacentini
John Ciardullo Associates, P.C.
575 8th Avenue
20th Floor
New York NY 10018
Subject: McClancy Memorial HS

Dear Mr. Piacentini:

We are in receipt of your letter dated February 26, 2007 and we are quite troubled by its contents since all of these issues, including the 22 items listed in your letter, have been addressed item by item, including our responses to NCR's, in our letter to your firm, dated February 2, 2007. Copy of that letter and its attachments is enclosed for your use. We have already rectified 19 of the 26 NCR's issued. The job is manned daily even though we have not received any money for more than 5 months.

Furthermore, before the February Break Work, we have indicated numerous times during the weekly project meetings (as recorded in minutes of meetings), together with a job schedule, describing the scope of work to take place during the break.

In your letter you have stated that we have not responded to your January 26, 2007 letter by the February 26, 2007 deadline in which you have delivered on your threat to notify the involved parties, particularly our bonding company. Since you personally have confirmed receiving our response to your letter on February 5, 2007 (by Certified Mail) I do not understand your intentions towards our firm when you wrote your February 26, 2007 letter, regardless of the truth.

In the spirit of professionalism and good faith, we will continue to deliver on our responsibilities. We expect the same from your office.

Sincerely yours,

Nadir Uygan,
President

RECEIVED
PORT AUTHORITY NY/NJ

MAR 14 2007

LaGuardia Airport ,
Central Terminal Building
Resident Engineer's Office

FILE

226 WANSER AVE., INWOOD NY 11096
TEL. (516) 374-6286 - FAX (516) 374-6290

Date: 03-12-2007

cc:

By certified mail to:

Nelson Parra / John Ciardullo Associates, P.C.
Barry Stransky / Conair Corp.
Nick Melito / McClancy High School
Kevin DeMatteis / McClancy High School
Ed Pompa / PANYNJ
Nick Russo / PANYNJ
Zaheer Jaffery / PANYNJ
Kimberly J Tibbetts / Travelers Cas.&Surety Co. of America

Nagan/Conair, (JV.)

02/02/2007

Mr. Nelson Parra

John Ciardullo Associates, P.C.

575 8th Avenue
20th Floor
New York NY 10018
Subject: McClancy Memorial HS

Dear Mr. Parra:

We are in receipt of your letter dated January 26, 2007 and we are very disappointed. It is a testimony to what lengths people; who we taught were professionals, would go to, to whitewash their own shortcomings in this project and knowingly create an artificial situation to make NCJV the scapegoat for all that went wrong during this project.

This letter is nothing but a blatant attempt; regardless of how many times these construction issues have been acknowledged at the meetings in the presence of all involved parties, to accuse NCJV of not responding to these issues and imply breach / default status by twisting all information at hand in bad faith to serve your own means. It is quite clear from your letter that JCA is in a mad rush to terminate NCJV contract and clear your firm from the consequences of your gross mishandling of this project since day one.

Having said all the above, we would like to address the REAL PROBLEMS that has plagued this project since day one which you have conveniently chose not to address in your letter.

As known to all parties, we have gone through a piping design change for this project. The objective of this change was to provide a more efficient and easily maintained piping system to the Owner at no additional cost to PANYNJ. After several meetings and discussions, we submitted a cost calculation for the new design change on 09/25/2006. Our detailed calculations based on RS MEANS Building Construction Cost Data and Guidelines demonstrated that there has not been a substantial cost difference between the original scope of work and the design change. In response to our detailed calculations, JCA requested a credit which has no base, not fair and unacceptable.

After months of on going discussions, during a weekly meeting that was held on December 2006, Mr. Richard Piacentini stated that he did not agree with the amounts of the change orders, will not approve any extra monies for these legitimate change orders for which some of them already completed. Mr. R Piacentini further stated that NCJV should complete the entire work at \$7,411,673.56; the current contract value. Following this statement, Mr. Kevin DeMatteis suggested that we should accept this "fair" offer and walk away with a handshake, otherwise, the Architect would create an enormous list of NCR's. In response, Mr Uygan stated that, NCJV wants all change orders to be treated fairly and timely, and if the Architect finds some issues about the quality of the work NCJV

Date: 02-02-2007

will address them. There were only a few NCR's at that time.

Attached, you will find a list of our outstanding change orders and calculation for the cost of design change which support our position in this matter. We believe that a portion of our payment was unjustly withheld in this lump sum contract because there was no effort on behalf of JCA to resolve this matter in a timely fashion.

Your mishandling of the payment requisition approval process severely impacted the cash flow which in return placed unnecessary stress to all aspects of this construction project. Regardless of this situation, in spirit of standing by its commitment, NCJV made every effort to meet its responsibilities to the Owner.

Payment application #7, which represents work performed during September 2006 was only submitted to PANYNJ last week after you attempted to make improper changes on the original submittal four months after the pencil copy was approved by the JCA and PANYNJ. At the last job meeting we protested these changes and told JCA that we are not going to revise the application. Somehow, after your meeting with PANYNJ you sent us another letter stating that Payment Application #7 was being approved to the satisfaction of PA as if the PA was the party that rejected it. Also, strange enough, for reasons beyond our comprehension, you have requested the original of the payment application #7 twice; once at initial application submission in November 2006 and again in January 2007. This is total negligence and defies logic. We are still waiting for this payment.

This typical negligence on behalf of JCA extends to payment requisitions #8, #9 and all previous payment applications.

Upon completion of Payment requisition #8 pencil copy walk through, our project manager Mr. M. Bil submitted his record of walk through notes to our office which matched Mr. N Parra's own walk through notes on 12/8/06. However, we were notified of an error on three line items by Mr. N Parra, approximately six weeks after the walk through on 1/25/07. We found out later that Mr. N Parra had changed values without our knowledge. These changes reduced the amount due by \$108,890.00.

As for payment application #9, we have submitted our pencil copy three weeks ago and were able to complete the walk through with JCA only today, February 1st, 2007. This has been going on since the beginning of the project and on the average we are forced to wait 4 weeks before we receive any response to our pencil copies. This is not acceptable by any industry standard.

You are accusing NCJV of abandoning the project. After all payment requisition problems affecting cash flow due to your negligence since day one, there is still activity at the job site; including continuation of duct and pipe insulation, final plumbing work and final trouble shooting of automatic controls by Trane.

You are totally incorrect in your allegations of NCJV's inability to rectify, repair, acknowledgement of issues/NCRs, project phasing and coordination, holding NCJV responsible for delays. Furthermore, as per contract documents NCJV was to be given for the duration of the project two classrooms at a time. This has not taken place as of today, and forced NCJV work overtime to provide heating to the building before heating season deadline.

As it has been confirmed during last job site meeting by Mr. N Uygan, we are going to address to NCR issues as per attached list of repair schedules.

We demand nothing less than retraction of your Default of Contract allegation and to provide solutions, not complications towards the satisfactory completion of this project.

Sincerely yours,

Nadir Uygan



Date: 02-02-2007

cc: By certified mail to Richard Piacentini, Barry Stransky, Nick Melito
cc: Ed Pompa, Nick Russo, Kevin DeMatteis, Zaheer Jaffery

In order to clarify our position on the issues, we submit the corrective actions to be performed once again and estimated time frame for completion.

NCR #1 Issued by JCA 10/21/2005 - Acknowledged

- 01010 1.07 - Rectified
- 01311 1.02E - Rectified
- 01311 1.03 - Rectified
- 013800 - Rectified
- 01400 - Completed
- 01500 - 1.11 Acknowledged
- 02831 - 3.01 Acknowledged
- 09205 - Completed
- 09250 - Completed
- 09253 - Completed
- 09900 - Completed

NCR #2 Issued by JCA 10/21/2005 - Rectified

NCR #3 Issued by JCA 10/21/2005 - Completed

NCR #4 Issued by JCA 10/21/2005 - Completed

NCR #5 Issued by JCA 10/21/2005 - Completed

NCR #6 Issued by JCA 10/21/2005 - Completed

NCR #8 Issued by JCA 11/21/2006 - Completed

- All defective ductwork removed & destroyed. 11/28/2006
- New ductwork with lining as per specs. 11/30/2006
- fabricated and installed
- ** See Mr. K. DeMatteis for confirmation**

NCR #9 Issued by JCA 11/21/2006 - In Progress

- Received L&J recommendation for supports 1/16/2007
- Forwarded info. To Global Plumbing 1/16/2007
- Work will be performed by 2/15/2007
- ** When Global returns to complete plumbing**
- ** Please NOTE the DATES**

**NAGAN CONAIR JV
MMMHS Noise Abatement Project**

**Response to NCR's and
List of Repair Schedules**

NCR #19 Issued by JCA 1/25/2007 - In Progress & Continuing

- Last site cleaning & re-organization 1/19/2007
- Last filled dumpster removal from site 1/19/2007
- ** See Mr. K. DeMatteis for confirmation**
- **Between dumpster deliveries all debris is collected in pile.**
- This is a large open area. We can not be responsible for all debris blown in by the wind or thrown by students.
- ** Please NOTE the DATES**

NCR #20 Issued by JCA 1/25/2007 - Acknowledged

- Credit Issue to be addressed / discussed

NCR #21 Issued by JCA 1/25/2007 - Acknowledged

- Work is scheduled for April 2007 break.

NCR #22 Issued by JCA 1/25/2007 - Acknowledged

- Work is scheduled for April 2007 break

Also, please find below our action plan for 22 items listed in your memorandum dated January 26, 2007.

1. Mall sheetrock ceiling is not smooth and flush	This job is within the industry standard, however, since the light comes right below the ceiling thru borrowed light there is no way to provide a better look . Nonetheless, this condition will be remedied by the installation of fabric covered acoustical ceiling boards. WE ARE WAITING FOR NEW LAY-OUT PLAN FROM JCA.
2. Mall Roof is still leaking due to contractor's activities.	Existing roof is in bad condition and JCA previously determined (see meeting minutes) that NCJV has taken all measures to prevent future leaks by sealing the possible penetration points over and over again. During the walk through on Feb 1 st 2007, Mr. N Parra has determined that there is no sign of further leaking. Also, there is a pending change order for almost one year to install an additional layer to the

**NAGAN CONAIR JV
MMMHS Noise Abatement Project**

**Response to NCR's and
List of Repair Schedules**

	existing roof.
3. UV intake louver lintels installed throughout the project are not installed properly and do not provide the proper support for brick above.	We acknowledge this issue and we are going to fill the gaps with non-shrinking grout in April break as discussed during the project meetings.
4. Paint over spray on ducts, beams and brick walls, sloppy patching of openings, and spray paint markings are obvious throughout the Multipurpose Room.	We acknowledge this issue. The cleaning process started during the Christmas break and will continue during the February break.
5. Interior brick mortar color not acceptable, two different colors used neither match selected color.	We used color mortar approved by JCA from the approved manufacturer. We can present back-up documents at your request.
6. Interior mortar joints not properly tooled and mortar smudged on walls.	We acknowledge this issue. We will clean the brick and re-point the mortar as required as soon as the classrooms are given to us during normal work hours.
7. Structural dunnage for HVAC units was not coordinated with the equipment.	The dunnage was installed based on approved plans by JCA. However, we acknowledge the issue and corrective work is in progress.
8. Exterior roof parapet at the MER has been left open for months, allowing precipitation to fill the cavity and soak through the joints.	This issue has been acknowledged and rectified by using compressed air to empty each and every hole in the bricks and then we completely waterproofed the top of the parapet.
9. Contractor core drilled through structural steel members in the floor slab at Unit Ventilators without consulting the Architect, even after radar scanning revealed the presence of these members.	We certainly did not damage any structural member during core drilling. After Mr. N Parra raised this issue, we submitted entire X-ray pictures to the JCA for review and haven't received any written correspondence afterwards.
10. Contractor has not submitted any coordination drawings. This failure has resulted in roof and ACM removals in the wrong places and additional work requests for change orders have resulted.	We have submitted coordination drawings throughout this project and received as noted approvals. The subject issue was unique and needed a solution on the spot due to the time constraints of the project. We have not issued a change order request on this matter.
11. Roofing tar splatter on the exterior walls at the locker room roof and MER room result from sloppy workmen and must be completely cleaned to the satisfaction of MMMHS.	We acknowledge this issue and will rectify.
12. Railing at the ramp was damaged by the backhoe during excavation and must be	This is the first time we are notified of this. We will inspect the issue.

**NAGAN CONAIR JV
MMMHS Noise Abatement Project**

**Response to NCR's and
List of Repair Schedules**

repaired / replaced.	
13. The catch basin outside the Mall classroom needs to be cleaned of all dirt and debris from contractor activity.	This issue has been acknowledged and rectified.
14. Pre-cast concrete stair at East gate from site to 73 rd Street that was moved during excavation and must be repaired / replaced.	We acknowledge this issue. The stair will be moved back to its original location at the completion of the site work.
15. Damage to existing chain link fence, running track and parking lot surface are evident throughout the site.	We will compare existing situation with the pictures taken at beginning of the project and respond to these issues accordingly.
16. Acoustical caulking in the Mall classroom and MPR has not yet been installed properly.	This work has not even taken place yet. It is scheduled for either February or April break.
17. Damage to existing parking lot throughout requires parking lot replacement.	We will compare existing situation with the pictures taken at beginning of the project and respond to these issues accordingly.
18. Sleeves for the fence at Chiller pad have been left open to weather and are full of frozen water. Damage to the chiller pad may result from expansion shall be repaired to the Architect's satisfaction.	Since water in the holes has ample room to expand freely expansion pressure will not damage interior surface of the hole. Meanwhile, there is a pending change order for acoustical barriers to be installed at this location. Please advise immediately if you will act on this outstanding change order. The material price for the fencing has been increased twice since the submission of the change order.
19. Numerous new ceiling tiles are being damaged by the trades and must be replaced throughout the school corridors prior to substantial completion.	We acknowledge this issue and all damaged tiles will be replaced prior to completion of the project.
20. Unacceptable dust and unsafe conditions left behind in the classrooms and office due to incomplete work and negligence are chronic conditions.	Since September 2006, school has undertaken the cleaning of the classrooms and corridors by hiring their own cleaning company. Such expenses have been deducted from our requisitions. We do not understand the context of this issue. As for cleaning and maintenance of work area, our project manager has shown every effort to make sure existing conditions are satisfactory.
21. Fire stopping at slab and wall penetrations has not been installed as required for building occupancy.	We acknowledge this issue and fire proofing will be completed as soon as we are given the classrooms during work hours.

NAGAN CONAIR JV
MMMHS Noise Abatement Project

Response to NCR's and
List of Repair Schedules

<p>22. Unit Ventilators are damaged from construction dirt and debris. All Unit ventilators shall be thoroughly cleaned inside and out and all UV filters shall be replaced prior to being put into further service.</p>	<p>None of the unit ventilators are damaged. However, the cleaning process has started during Christmas break and will be completed in coming breaks.</p>
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**NAGAN CONAIR JV
MMMHS Noise Abatement Project**

**CHANGE ORDER STATUS
2/2/2007**

Record#	Order#	Date	Description	Status	Requested	Completed
7	NCJV 07	02/09/2006	Changes at Gym Duct Work	Review	\$ 10,651.24	\$ 10,651.24
13	NCJV 08	03/28/2006	UV Model Upgrading	Review	\$ 23,619.20	\$ 23,619.20
14	NCJV 09	03/28/2006	Steel dunnage AC-1 and AC-2	Review	\$ 3,975.09	\$ 3,975.09
17	NCJV 05	06/07/2006	Louvers and Fence for Chiller Unit	Open	\$ 35,090.00	
18	11	06/12/2006	Roofing for the mall area	Open	\$ 23,365.13	
19	12	06/13/2006	Gym/Stage Roofing	Open	\$ 19,923.75	\$ 19,923.75
20	13	07/13/2006	Replacement of motorized valves	Open	\$ 8,613.10	
21	14	07/13/2006	Control Wiring for EF3, EF4, KX1	Open	\$ 9,540.46	
22	15	08/10/2006	F/I clip angles, and GWB @ Stage	Open	\$ 4,226.25	\$ 4,226.25
23	16	08/23/2006	Remove & reinst. wire moulding	Open	\$ 4,226.25	\$ 4,226.25
24	17	09/22/2006	Basketball backboard pulleys	Open	\$ 5,997.20	\$ 5,997.20
26	19	10/02/2006	H/X support installation @ MER	Open	\$ 6,715.50	\$ 6,715.50
27	20	10/04/2006	Protection For Chiller	Open	\$ 32,670.00	
28	21	11/01/2006	Install gas control system	Open	\$ 10,749.64	
29	22	11/09/2006	Install new gas meter and test	Open	\$ 3,414.23	\$ 3,414.23
30	23	11/13/2006	OT Exp. to Compl. Heating Syst	Open	\$ 162,950.00	\$ 162,950.00
31	24	01/02/2007	Extra acoustical ceiling	Open	\$ 1,807.72	
32	25	01/22/2007	Revised Steel work at UV's	Open	\$ 83,611.00	\$ 83,611.00
GRAND TOTAL					\$ 451,145.76	\$ 329,309.71

sent to PA at 10:00 AM by PA-

Attachment 1
MMMHS HVAC Piping Scope Change - HVAC Piping

Item	Unit	Orgn Qty	Rev Qty	U.Price	Original Cost	Revized Cost
6" Copper Piping	lf	292	60	\$ 178.00	\$ 51,976.00	\$ 10,680.00
4" Copper Piping	lf	182	640	\$ 125.00	\$ 22,750.00	\$ 80,000.00
3" Copper Piping	lf	1,070	1,036	\$ 107.00	\$ 114,490.00	\$ 110,852.00
2-1/2" Copper Piping	lf	30	240	\$ 89.00	\$ 2,670.00	\$ 21,360.00
2" Copper Piping	lf	188	586	\$ 71.00	\$ 13,348.00	\$ 41,606.00
1-1/2" Copper Piping	lf	550	590	\$ 63.00	\$ 34,650.00	\$ 37,170.00
1-1/4" Copper Piping	lf	2,360	1,860	\$ 57.00	\$ 134,520.00	\$ 106,020.00
1" Copper Piping	lf	1,751	1,775	\$ 55.00	\$ 96,305.00	\$ 97,625.00
3/4" Copper Piping	lf	890	658	\$ 54.00	\$ 48,060.00	\$ 35,532.00
6" L Fitting	ea	7	4	\$ 63.00	\$ 441.00	\$ 252.00
4" L Fitting	ea	10	6	\$ 59.00	\$ 590.00	\$ 354.00
3" L Fitting	ea	6	32	\$ 55.00	\$ 330.00	\$ 1,760.00
2" L Fitting	ea	62	12	\$ 48.00	\$ 2,976.00	\$ 576.00
1-1/2" L Fitting	ea		14	\$ 47.00	\$ -	\$ 658.00
1-1/4" L Fitting	ea	8	8	\$ 47.00	\$ 376.00	\$ 376.00
1" L Fitting	ea	102	14	\$ 47.00	\$ 4,794.00	\$ 658.00
3/4" L Fitting	ea	57	57	\$ 47.00	\$ 2,679.00	\$ 2,679.00
6" T Fitting	ea	4	4	\$ 311.00	\$ 1,244.00	\$ 1,244.00
4" T Fitting	ea	12	6	\$ 275.00	\$ 3,300.00	\$ 1,650.00
3" T Fitting	ea		8	\$ 248.00	\$ -	\$ 1,984.00
2" T Fitting	ea		8	\$ 133.00	\$ -	\$ 1,064.00
1-1/2" T Fitting	ea		8	\$ 98.00	\$ -	\$ 784.00
1-1/4" T Fitting	ea	8	16	\$ 89.00	\$ 712.00	\$ 1,424.00
1" T Fitting	ea	157	157	\$ 80.00	\$ 12,560.00	\$ 12,560.00
3/4" T Fitting	ea	59	64	\$ 71.00	\$ 4,189.00	\$ 4,544.00
Total for Piping Work					\$ 552,960.00	\$ 573,412.00

BOQ per NCJV Take-offs				BOQ per MEANS Cost Data					Cost per MEANS				
Work Description	U	Orgn	Rev	MeansCode	Means Description	U	Orgn	Rev	CCI	UC incl. O&P	UC-Queens	Total Cost - Original	Total Cost - Revized
Brick removal at pipe chases	sf	1078		09060-130-0100	Selective Demolition, Walls and Partitions, Brick 4" to 12" thick	cf	360	0	04	\$ 8.60	\$ 11.91	\$ 4,287.96	\$ -
				02220-350-2080	Selective Demolition, Rubbish Handling, Load, haul and dump, 300' haul	cy	14	0	02	\$ 79.90	\$101.39	\$ 1,419.50	\$ -
				02220-320-0100	Selective Demolition, Disposal Only, Masonry Construction	cy	14	0	02	\$ 9.25	\$ 11.74	\$ 164.34	\$ -
				02220-330-0100	Selective Demolition, Dump Charges, Tipping Fees, Building Constr. Matl.	t	5.6	0	02	\$ 70.00	\$ 88.83	\$ 497.45	\$ -
Brick removal between corridors and classrooms	ea	12	32	02200-310-2040	Selective Demolition, Cutout, Brick, to 4sf, 4" thick	ea	12	32	02	\$ 63.00	\$ 79.95	\$ 959.36	\$ 2,558.30
				02220-350-2080	Selective Demolition, Rubbish Handling, Load, haul and dump, 300' haul	cy	0.54	1.42	02	\$ 79.90	\$101.39	\$ 54.75	\$ 144.20
				02220-320-0100	Selective Demolition, Disposal Only, Masonry Construction	cy	0.44	1.56	02	\$ 9.25	\$ 11.74	\$ 5.16	\$ 18.31
				02220-330-0100	Selective Demolition, Dump Charges, Tipping Fees, Building Constr. Matl.	t	0.176	0.62	02	\$ 70.00	\$ 88.83	\$ 15.63	\$ 55.43
Brickwork	sf	1500	1000	04810-100-2020	Brick Veneer, Standard, Running Bond	sf	1500	1000	04	\$ 12.35	\$ 17.10	\$ 25,657.13	\$ 17,104.75
				04810-100-2020	Brick Veneer, For interior Brick Construction Add 15%	sf	1500	1000	04	\$ 1.85	\$ 2.57	\$ 3,848.57	\$ 2,565.71
				02220-350-2080	Selective Demolition, Rubbish Handling, Load, haul and dump, 300' haul	cy	24	15.4	02	\$ 79.90	\$101.39	\$ 2,433.43	\$ 1,564.71
Metal Chase	ls	1		OGS 05410-2107	Lightweight framing, 1 1/2 x 1 1/2 x 3/16 incl. all conn. bolts and welds	lf	6400	600			\$ 7.94	\$ 50,816.00	\$ 4,764.00
				OGS 05410-2594	For quantities more than 1000lf deduct	lf	6400	0			\$ (1.38)	\$ (8,832.00)	\$ -
				05090-340-0200	Drilling, up to 4" deep in concrete, 3/8" dia.	ea	800	300	092	\$ 7.15	\$ 10.54	\$ 8,431.28	\$ 3,161.73
				05090-380-8150	Expansion anchors, wedge anchors, 3/8" dia., 2 3/4" long	ea	800	300	092	\$ 3.81	\$ 5.62	\$ 4,492.75	\$ 1,684.78
				07410-700-0840	Metal Panel, Flat Profile, 1"x3/8" batten, Standard Finish, 14 ga (3.125 lb/sf) Weight=0.3374(Price)=0.8646, R2=0.99 Add 25% for custom fabrication	sf	1000	0	07	\$ 14.78	\$ 19.02	\$ 19,015.43	\$ -
VCT	sf		600	09658-100-7200	Resilient Tile Flooring, VCT, 12x12x1/16	sf		600	096	\$ 1.75	\$ 2.07	\$ -	\$ 1,239.00
Soffit	lf	100	1100	OGS 09105-1301	Studs w/tracks and runners 14 ga, 3 5/8" load bearing stud 16" O.C	sf	400	4400			\$ 4.16	\$ 1,664.00	\$ 18,304.00



Construction, Inc.

Attachment 2
MMMHS HVAC Piping Scope Change - Construction

BOQ per NCJV Take-offs				BOQ per MEANS Cost Data					Cost per MEANS				
Work Description	U	Orgn	Rev	MeansCode	Means Description	U	Orgn	Rev	CCI	UC incl. O&P	UC-Queens	Total Cost - Original	Total Cost - Revized
				OGS 09110-4000	Non load bearing wall framing 16 ga for application to soffit add	sf	400	4400			\$ 2.16	\$ 864.00	\$ 9,504.00
				05090-340-0300	Drilling, up to 4" deep in concrete, 1/2" dia.	ea	50	600	092	\$ 8.95	\$ 13.19	\$ 659.62	\$ 7,915.38
				05090-380-8250	Expansion anchors, wedge anchors, 1/2" dia., 2 3/4" long	ea	50	600	092	\$ 4.32	\$ 6.37	\$ 318.38	\$ 3,820.61
				09270-100-0900	Accessories, drywall, furring channel, galv. Steel, 7/8" deep	clf	2	22	09	\$ 196.00	\$269.50	\$ 539.00	\$ 5,929.00
				09270-100-0400	Accessories, corner bead, galvanized steel, 1-1/4" x 1-1/4"	clf	1	11	09	\$ 150.00	\$206.25	\$ 206.25	\$ 2,268.75
				09270-100-1100	Accessories, drywall, j trim, galvanized steel, 5/8" wide	clf	2	22	09	\$ 168.00	\$231.00	\$ 462.00	\$ 5,082.00
				09250-700-3500	Drywall, Screwed, on soffits w/ level 5 finish	sf	400	4400	09	\$ 2.80	\$ 3.85	\$ 1,540.00	\$ 16,940.00
Slab removal	sf	160	25	02220-360-0420	Selective Demolition, Saw Cutting, Concrete Slabs, 6" depth	lf	300	20	02	\$ 3.99	\$ 5.06	\$ 1,518.99	\$ 101.27
				02220-310-1000	Selective Demolition, Cutout, Concrete, Elevated Slab, under 6cf	cf	80	12.5	02	\$ 42.00	\$ 53.30	\$ 4,263.84	\$ 666.23
				02220-350-2080	Selective Demolition, Rubbish Handling, Load ,haul and dump, 300' haul	cy	2.963	0.46	02	\$ 79.90	\$101.39	\$ 300.42	\$ 46.94
				02220-320-0100	Selective Demolition, Disposal Only, Masonry Construction	cy	2.963	0.46	02	\$ 9.25	\$ 11.74	\$ 34.78	\$ 5.43
				02220-330-0100	Selective Demolition, Dump Charges, Tipping Fees, Building Constr.Matl.	t	1.1852	0.19	02	\$ 70.00	\$ 88.83	\$ 105.28	\$ 16.45
				05120-480-0500	Lintels, plain steel angles, built up angles and plates	lb	6630	442	05	\$ 1.70	\$ 1.94	\$ 12,848.94	\$ 856.60
Core drill	ea		168	02210-200-0700	Core Drilling , Reinf. Conc. Slab., 6" thick, 6" diameter core	ea	0	140	02	\$ 76.50	\$ 97.08	\$ -	\$ 13,590.99
				02210-200-0300	Core Drilling , Reinf. Conc. Slab., 6" thick, 2" diameter core	ea	0	18	02	\$ 46.50	\$ 59.01	\$ -	\$ 1,062.15
				02220-350-2080	Selective Demolition, Rubbish Handling, Load ,haul and dump, 300' haul	cy	0	2.04	02	\$ 79.90	\$101.39	\$ -	\$ 206.35
				02220-320-0100	Selective Demolition, Disposal Only, Masonry Construction	cy	0	2.04	02	\$ 9.25	\$ 11.74	\$ -	\$ 23.89



Construction, Inc.

Attachment 2
MMMHS HVAC Piping Scope Change - Construction

BOQ per NCJV Take-offs				BOQ per MEANS Cost Data					Cost per MEANS				
Work Description	U	Orgn	Rev	MeansCode	Means Description	U	Orgn	Rev	CCI	UC incl. O&P	UC-Queens	Total Cost - Original	Total Cost - Revized
				02220-330-0100	Selective Demolition, Dump Charges, Tipping Fees, Building Constr.Matl.	t	0	0.81	02	\$ 70.00	\$ 88.83	\$ -	\$ 72.31
TOTAL FOR CONSTRUCTION WORK												\$ 138,592.25	\$ 121,273.28

U = Unit, Orgn = Original Scope, Rev = Revized Scope, CCI = City Cost Index Group, UC = Unit Cost

NOTES:

(1) Values in this table may not reflect actual costs. The costs are calculated by using a single source, RSMeans Building Construction Cost Data 2006 (except few items - see Note 2), for proper cost comparison of the original and revized scope.

(2) Some cost items does not have proper correspondances in RSMeans. OGS's JOC unit prices prepared for Downstate NY by The Gordian Group are used for these cost items. These items are denoted by OGS letters in the "Means Code" column.



100

MSGR. McCLANCY MEMORIAL HIGH SCHOOL

Office of Advancement
72-02 31st Avenue
East Elmhurst, NY 11370
718-397-9343
Fax: 718-397-9325

e-mail: mcclancyhs@yahoo.com
Website: www.msgrmcclancy.org

FACSIMILE TRANSMISSION

DATE 3/2/07

TO: Nick Russo FAX NUMBER 7185333768
& D POMPA

FROM: NICK MALITO TOTAL PAGE SENT 2
(Including cover)

SUBJECT: McClancy Project

MESSAGE: (if any) & Dor Nick, PLEASE CALL
ME when you RECEIVE this FAX.

Msgr. McClancy Memorial High School Soundproofing Project

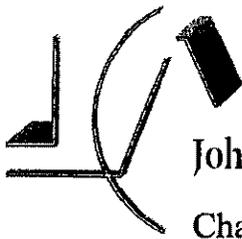
Project Concerns March 1, 2007

The following are some of the many items that the contractor and architect need to expedite for a more orderly conclusion of the project:

1. **Project Schedule:** 2 week and CPM schedule showing the project completion. To date the few schedules submitted lacked substance. School has consistently been left in the dark on construction activities. Project completion date?
2. **Building Life/ Safety Concerns:** We have been emphasizing the need to fire stop and seal the rated walls and floors for the past 6 months. Numerous fire dampers that were omitted by the contractor need to be installed. This has been an ongoing problem. The architect requested a UL listed firestopping detail for the numerous conditions that exist for controlled inspections. Although the contractor states they were to firestop the penetrations during the schedule breaks, the work still has not received any attention.
3. **MER Addition:** When is the building schedule for completion and the surrounding grounds to be repaved and be accessible to the school? Note, we have given a large portion of the lot (over and beyond the contract doc's) for construction staging and we need to curtail the amount of dirt and debris that is plaguing our school.
4. **Louvers:** It has been 1 year of babble from the contractor and we *still* have no idea what is going on! The exterior of the school looks like a mess; our UV's are not working properly because of the uncompleted assembly; the sound silencers are open to wet conditions and most likely need to be replaced.
5. **Non Conformance Reports:** To date we have not received one piece of correspondence on how and when the contractor intends to correct these *serious* issues.
6. **Clean up:** This has been a consistent problem with the contractor. The offices, classrooms and boiler room are left in disarray; our new locker room was soiled by careless attention of the workers and supervisors. Numerous damages to existing school equipment.
7. **Normal Working Hours:** We gave the school a list of items that can be installed concurrent with school sessions. These include MER railing, chiller fence, kitchen exhaust, electrical room stairs etc. Shop drawings were to be formulated and work scheduled. To date we have not seen anything.
8. **Controlled Inspections:** To date, the school has not received one piece of correspondence that shows all work is in accordance with applicable codes and regulations.

Management inconsistencies, anarchic scheduling, substandard execution of contract specifications, reactive attitude prevail rather than proactive are just some of the traits that have been a burden on the project and the school.

Post-It® Fax Note	7871	Date	3-2-07	# of pages	1
To	NICK ADLATO	From	KEVIN DEM		



John Ciardullo Associates, P.C.

Change Order #12 Credit

575 8th Avenue
New York, NY 10013
T. (212) 245-0010
F. www.jca-architecture.com

13

date: February 8, 2007

to: Nadir Uygan (Nagan/Conair JV)
Nagan Construction
226 Wanser Ave
Inwood NY 11096

tel: 516 374 6286

fax: 516 374 6290

from: Nelson Parra

cc: Nick Russo, Nick Melito

re: McClancy H.S. Soundproofing

Mr Uygan,

As previously discussed, the contract documents include horizontal metal pipe enclosures in all spaces where unit ventilators are to be installed. The metal enclosures are indicated on contract drawings A2.01, A2.02, A3.06, A3.07, A3.08, A3.09, A3.10, A3.11, A3.12, A3.13 and detailed on A6.02 and A6.03.

These enclosures have been removed from the contract at NCJV's request and are no longer required. As requested by NCJV, JCA and Lakhani & Jordan approved an alternate for piping to be routed under the floor slabs completely eliminating the need for horizontal metal pipe enclosures.

In accordance with the terms of the contract for construction this work is hereby deleted.

NCJV's cost breakdown indicates the value of this work to be \$135,000.00. Based upon this and the provisions of the contract Chapter II Subsection 1 ADJUSTMENTS TO LUMP SUM, which states that "If any Work required by the Contract Drawings and Specifications in their present form shall be countermanded or reduced, the Architect shall have full authority on behalf of both parties to make such adjustment by way of reduction in the Lump Sum as he may in his sole discretion deem equitable and reasonable, and in making such adjustment, no allowance to the Contractor shall be made for anticipated profits."

Based upon the above, we find this amount to be both equitable and reasonable and a credit change order (credit to the owner) in the amount of \$135,000.00 is hereby issued for the elimination of horizontal metal pipe enclosures from the contract.

This reduction in the Lump Sum has been applied without prejudice.

This credit does not include piping and other work deleted from the contract.

Nelson Parra

0-7-02-20, Mcclancy sound proofing project

Page 1 of 2

Reminder: AOL will never ask you to send us your password or credit card number in an email. This message has been scanned for known viruses.

From: zjaffery@panynj.gov
To: Coach27bb@aol.com
Subject: 0-7-02-20, Mcclancy sound proofing project
Date: Tue, 20 Feb 2007 2:20 PM

1B

Dear Mr. Melito,

This is the first time I recall receiving an e-m communication from this School. Better a little late than a lot. The contractor submits performance and payment bonds to make sure that the work doesw not suffer because of the contractor's negligence. The School ought to be able to use this leverage, with assistance from the Consultant. The Consultant's agreement is with the School. So is the Contractor's. If you have a paper trail, have the School send out a notice to the Contractor invoking the stipulations for inadequate performance.

Please make sure you use all tools available to you.

I am checking with the RE Office and will get back to you.

Zaheer Jaffery
 225 Park Ave. South, 9th. Flr.
 NYC 10003, T 212-435-3768; Fax-3833

-----Original Message-----

From: Coach27bb@aol.com [mailto:Coach27bb@aol.com]
Sent: Tuesday, February 20, 2007 10:26 AM
To: Jaffery, Zaheer
Subject: Mcclancy sound proofing project

Dear Mr. Jaffery;

I am concerned about the construction at our school. The project has not gone smoothly and is currently moving forward at a snails pace. The contractor has to be monitored so the school will be guaranteed a quality job. It has been brought to our attention that the project will be extended into June and possibly July.

The school is caught in the middle of a serious situation. The contractor needs constant supervision and that can only be supplied by our architects. We are very grateful to the port authority and the work of Mr. Russo and Mr. Pompay, but they are limited to what they can do. The school has suffered damages caused by the contractor and sub contractors.

Our architects have indicated to the school that their contract is running out and they will be cutting back their work load. The school is very concerned about the project if we do not have the services of our architects who oversee the job and look out for the best interests of the school

The school is asking for your help and guidance. I consider this email the first step in rectifying our situation. There is a paper trail of mistakes and fallure to comply notices. If you need any documentation, please let me know. The school has been put in a stressful situation that could disrupt the dally operation of the school and have a negative impact on future enrollment. We would gladly meet with you if you think it is necessary. Also, you may want to come to the school and see for yourself.

I thank you for your time and look forward to hearing from you. I can be reached at 718-8983800 ext.11.

Sincerely,

Nicholas C. Melito
 Assistant To The President

Msgr. McCiancy Memorial H.S. - (5)

SAR'S

- I Soundproofing

THE PORT AUTHORITY OF NY & NJ
SUBCONTRACTOR APPROVAL REQUEST

BOND REQUIRED-NY

FOR USE WHEN PERFORMANCE AND PAYMENT BOND IS REQUIRED TO BE PROVIDED BY THE GENERAL CONTRACTOR

Part One: (To be completed by General Contractor) Prime Contractor's Name: <u>NAGAN ICONAIR, J.V.</u> Telephone No.: <u>516 374 6286</u> Address: <u>226 Wanser Avenue, Ionia, NY, 11096</u>	
Facility: <u>MONSIGNOR Mc CLANCY HIGH SCHOOL</u>	Contract No.: <u>LGA 841 079</u>
Contract Title: <u>Sound proofing of Monsignor McClancy Memorial High School</u>	Amount of Sub-Contract:
Request Approval of: Subcontractor's Name: <u>ELITE ROOFING + MAINTENANCE INC.</u> Address: <u>PO BOX 726, WAYNE, NJ 07476</u> Telephone: <u>973-890-9040</u>	Materials \$ _____ Labor \$ _____ Total \$ <u>40,000</u>
Type of Work: <u>ROOFING</u>	Est Start Date: <u>6/30/05</u> Actual Start Date: _____
Has the Subcontractor done work under Port Authority contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Part Two (To Be Completed by General Contractor) Subcontractor References: PA Contract Nos. or Three References (including Name and Telephone Numbers of Owner Rep., Contract Numbers and Estimate of Work Performed). <u>EWR 414017-51072</u> <u>NEWARK AIRPORT PARKING</u> <u>STRUCTURE LOT E</u> <u>(GENERAL CONTRACTOR</u> <u>NAB CONSTRUCTION)</u> <u>COMPLETED APRIL 2001</u> <u>22,000 SARNAFIL PVC</u> <u>FOR OTHER REFERENCES,</u> <u>SEE ATTACHED.</u>	Part Three (To Be Completed by Subcontractor) Notification to Contractor: The Subcontractor should note that it has no recourse against the Port Authority for payments due from the General Contractor under the subcontract. The Subcontractor should also note that the General Contractor has been required to furnish a Performance Bond in connection with the contract. A copy of such Bond is on file in the Office of the Secretary of the Port Authority. Subcontractor Certification: By executing this form you certify that (a) you have not been indicted or convicted in any jurisdiction or suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency or had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (b) you have not taken any action which would be proscribed by the current Port Authority Code of Ethics or entered into any arrangement for the payment of a fee of any kind to any person or agency (other than a bona fide established commercial or selling agency maintained by you for the purpose of securing business) to solicit or secure the Authority's approval of you as a subcontractor; (c) you participate in a State registered apprenticeship program unless you are certified by the Port Authority as a Minority Business Enterprise, Women-Owned Business Enterprise, Small Business Enterprise (a firm that is located in New York and New Jersey and whose average gross income for the past three years did not exceed \$5 million annually) or Disadvantaged Business Enterprise. Participation in such an apprenticeship program shall mean that you either (i) are signatory to a collective bargaining agreement with a labor organization which sponsors an apprenticeship program registered in New York State or (ii) individually sponsors an apprenticeship program registered in New York State. This certification with respect to (a) and (b) shall be deemed, if made by a corporation, to include the officers, directors and shareholders with equity interest in excess of 10% and to have been authorized by your Board of Directors and, if a partnership, to be made by each partner. If you cannot so certify, then you shall submit to the contractor submitting this Request an explanatory statement directed to the Port Authority setting forth in detail why the certification cannot be made. The foregoing certification or signed statement shall be deemed to have been made by you with knowledge that it would become part of the records of the Authority and that the Authority will rely on its truth and accuracy in approving you as a subcontractor. Knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., N.Y. Penal Law, Section 175.30 et seq.)
Signature of Prime Contractor's Officer: <u>[Signature]</u> Date: <u>12/1/05</u> Title: <u>Vice President</u>	Signature of Subcontractor's Officer: <u>[Signature]</u> Date: _____ Title: <u>V.P.</u>
Part Four: (To be Completed by Port Authority) <input type="checkbox"/> Subject to the provisions of subject contract, the subcontractor submitted for approval on this application is hereby disapproved <input checked="" type="checkbox"/> Subject to the provisions of the subject contract, the subcontractor submitted for approval on this application is hereby approved for performance of work at the site only. Any materials to be furnished by this subcontractor shall be subject to inspection and approval as required by the contract. Date: <u>2/9/06</u> Signature: <u>William J. Kelly</u> Title: <u>EC</u>	
Part Five: (For Port Authority Use Only) Subcontractor Certification/Status (Check all that applies)	
Initial/Date: _____ <input type="checkbox"/> MBE <input type="checkbox"/> DBE <input type="checkbox"/> LBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> None	

Contractors Insurance Program
CONTRACTORS & SUB-CONTRACTORS INFORMATION FORM
Page 1 of 2

The information below will be used as a basis for policy preparation.

1. FULL NAME ELITE ROOFING & MAINTENANCE, Inc.
ADDRESS P.O. Box 726, WAYNE, NJ, 07470

1A. Federal ID# Ex. 1

1B. Unemployment ID # _____

1C. State Board Number: _____

1D. Employer Number (for NJ Contractors only) _____

2. INDIVIDUAL() PARTNERSHIP() JOINT VENTURE() CORPORATION()

3. OFFICE CONTACT: Name of Individual Toni Ippolito
Telephone Number 973-890-9040
Fax Number 973-890-9350

4. DESIGNATED: Senior Project Supervisor Toni Ippolito
Telephone Number 973-890-9040

5. Port Authority Contract Number: NY-1 GA 80-02, 98-03

6. Contract Cost: \$ 30,000

7. Starting Date of Contract: September, 2005

8. Proposed Completion Date: September, 2006

9. Type of Contractor: Roofing

10. Full Description of your work at project/work site: Patching and curb work & Roofing at MER

11. Location of your work at project/work site: MU roof, MER roof, GYM roof

12. Your current Workers' Compensation Insurance Information Company Lowell Safety MGMT CO LLC Policy No. G 1331 932-2 Expiration Date: 11/01/2007
Experience Modification _____ Effective Date of your current modification _____

(You may attach a photocopy of your policy and experience modification endorsement.)

Print Name & Title: William Sklarms Date Completed: 11/6/06

Completed By: [Signature]

Telephone Number: 508 753-7933

Address: 306 Main Street, Worcester, MA zip: 01608

16. Your Insurance Broker or Agent: Insurance Marketing Agency, Inc.

Policy No. C2026077121 Expiration Date 08/31/06

Company: Commerce Insurance Services

15. Current Automobile Liability Insurance Information:

Policy No. 0743505 Expiration Date 08/31/06

Company: Washington Insurance Co.

14. Current General Liability Insurance Information:

13. Workers' Compensation Class Codes at Project/Work Site, including their respective payrolls which are subject to audit:

JOB CLASSIFICATION	W.C. CLASS CODE	ESTIMATED PAYROLL

Owner Controlled Insurance Program
CONTRACTORS & SUB CONTRACTORS INFORMATION FORM
Page 2 of 2

FORM B



ELITE ROOFING & MAINTENANCE, INC.

P.O. Box 726, Wayne, New Jersey 07470 • Phone: (973) 890-9040 • Fax: (973) 890-9350
Website: www.eliteroofing.net

PROJECT LISTING ROOFING

1) MEDICAL OFFICE BUILDING

Location: 101 Madison Avenue, Morristown, NJ

Owner: Alexander Summer, LLC

Contact: Barbara Martinez -

Phone: 201-712-1000

Size: \$ 102,598.00

Service Provided: Roofing Replacement w/20yr. Modified System

Completed: 4/21/2000

Manufacturer: SOPREMA

Rep: Craig Mohr 1-609-737-9568

2) OFFICE COMPLEX

Location: 25 & 35 Airport Road, Morristown, NJ

Owner: Wellsford Construction Services

Contact: John Mayer

Phone: 973-701-2200

Size: \$ 29,000.00

Service Provided: Metal coping and fascia.

Completed: October 2001

Manufacturer: I HOUSE METAL SHOP

3) GREENBROOK CORPORATE CENTER

Location: 100 Passaic Avenue, Fairfield, NJ

Owner: Grubb & Ellis

Contact: Helen Samuelson

Phone: 732-356-9554 *WRONG #*

Size: \$ 210,000.00

Service Provided: 66,000 SF ballasted EPDM

Completed: April 2001

Manufacturer: GENFLEX

Rep: Vin Mistretta 1-732-241-4667

4) SHOPPING PLAZA

Location: 112-116 Pleasantville Road, Briarcliff Manor, NY

Owner: Einhorn & Einhorn

Contact: Heywood Einhorn

Phone: 845-868-7673

Size: \$ 109,000.00

Service Provided: Roof replacement with 20 year modified system, shingles, masonry.

Completed: December 2001

Manufacturer: W.P. HICHMAN

Rep: Jim Nevin 1-845-401-9266

"ABOVE ALL ELSE"

5) AEROSPACE FACILITY

Location: Cheshire, CT
Owner: Condor Pacific Industries Inc
Contact: Bob Deary
Phone: 203-250-3756
Size: \$ 210,000.00
Service Provided: Built-up Roof Repairs and Flashing
Completed: May 2001
Manufacturer: HONEYWELL Rep: Jason Gladfelter 1-908-722-1505

6) OFFICE BUILDINGS

Location: 1000 Main Street Plaza, Voorhees, NJ
Owner: Brandywine Realty Trust
Contact: Steve Shragger
Phone: 856-787-1600
Size: \$ 210,680.00
Service Provided: TPO Shingle Ply Re-roofing
Completed: July 2001
Manufacturer: GENFLEX Rep: Vin Mistretta 1-732-241-4467

7) UPS DATA CENTER

Location: 340 MacArthur Blvd, Mahwah NJ
Owner: UPS
Contact: Craig Munnings
Phone: 201-828-2989
Size: \$ 95,000.00
Service Provided: 15year EPDM Roof Replacement over Main Computer Data Center.
Completed: May 2003
Manufacturer: FIRESTONE Rep: Joe Nucci 1-973-338-6450

8) SPRING VALLEY DISTRIBUTION CENTER

Location: Spring Valley, NY
Owner: Orange & Rockland Utilities Inc
Contact: Joe Latorre
Phone: 845-577-3701
Size: \$ 418,000.00
Service Provided: Hot Modified Asphalt Roof Replacement and Partial Decking Replacement.
Completed: December 2003
Manufacturer: W.P. HICKMAN Rep: Jim Nevin 1-845-401-9266

9) OFFICE/ SWITCHGEAR CENTER

Location: 6 Eastman Road, Parsippany, NJ
Owner: Cablevision
Contact: Tom Rogalsky
Phone: 973-585-3379
Size: \$ 116,250.00
Service Provided: 15 year Sarnafil PVC Replacement
Completed: July 2003
Manufacturer: SARNAFIL Rep: Bob Cottignes 1-201-796-2089

"ABOVE ALL ELSE"

THE PORT AUTHORITY OF NY & NJ
SUBCONTRACTOR APPROVAL REQUEST

BOND REQUIRED-NY

FOR USE WHEN PERFORMANCE AND PAYMENT BOND IS REQUIRED TO BE PROVIDED BY THE GENERAL CONTRACTOR

Part One: (To be completed by General Contractor) Prime Contractor's Name: <u>NAGAN/CONAIR JV</u> Telephone No.: <u>516-374-6286</u> Address: <u>226 Wause Avenue, Tonawanda, NY, 14216</u>	
Facility: <u>Monsignor McClary Memorial High School</u> Contract Title: <u>Soundproofing of Monsignor McClary Memorial High School</u>	Contract No.: <u>LGA 841,099</u> Amount of Sub-Contract: Materials \$ <u>250,000.00</u> Labor \$ <u>325,000.00</u> Total \$ <u>575,000.00</u>
Request Approval of: Subcontractor's Name: <u>Elmac Electric</u> Address: <u>61-21 Cooper Ave., Glendale, NY, 11535</u> Telephone: <u>718-894-9727</u>	
Type of Work: <u>Electric Work</u>	
Has the Subcontractor done work under Port Authority contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Est. Start Date: <u>2-06</u> Actual Start Date: _____	
Part Two (To Be Completed by General Contractor) Subcontractor References: PA Contract Nos. or Three References (including Name and Telephone Numbers of Owner Rep., Contract Numbers and Estimate of Work Performed) <u>225 W. 133th Street</u> <u>New York, NY</u> <u>MCR Restoration Corp.</u> <u>3205 Philip Avenue, Bronx</u> <u>New York, 10465</u> <u>Bob Starzeski - 718-490-1914</u> <u>Noble Contracting Corp.</u> <u>337 MERRICK RD. SUITE 5</u> <u>LYNDROCK, N.Y., 11563</u> <u>EDWARD MUNDY (56) 887-0808</u> <u>Joyssia Global Communication</u> <u>25-72 BOBOCKIN PLACE</u> <u>WOODSIDE, N.Y., 11377</u> <u>John DARELLA (718) 952-4889</u>	Part Three (To Be Completed by Subcontractor) Notification to Contractor: The Subcontractor should note that it has no recourse against the Port Authority for payments due from the General Contractor under the subcontract. The Subcontractor should also note that the General Contractor has been required to furnish a Performance Bond in connection with the contract. A copy of such Bond is on file in the Office of the Secretary of the Port Authority. Subcontractor Certification: By executing this form you certify that (a) you have not been indicted or convicted in any jurisdiction or suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency or had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (b) you have not taken any action which would be proscribed by the current Port Authority Code of Ethics or entered into any arrangement for the payment of a fee of any kind to any person or agency (other than a bona fide established commercial or selling agency maintained by you for the purpose of securing business) to solicit or secure the Authority's approval of you as a subcontractor.
Signature of Prime Contractor's Officer: <u>[Signature]</u> Date: <u>11/13/05</u> Title: <u>Vice President</u>	Signature of Subcontractor's Officer: <u>[Signature]</u> Date: <u>11/13/05</u> Title: <u>PRESIDENT</u>
Part Four: (To be Completed by Port Authority) <input type="checkbox"/> Subject to the provisions of subject contract, the subcontractor submitted for approval on this application is hereby disapproved <input checked="" type="checkbox"/> Subject to the provisions of the subject contract, the subcontractor submitted for approval on this application is hereby approved for performance of work at the site only. Any materials to be furnished by this subcontractor shall be subject to inspection and approval as required by the contract. Date: <u>11/9/05</u> Signature: <u>William Kelly</u> Title: <u>EC</u>	
Part Five: (For Port Authority Use Only) Subcontractor Certification/Status (Check all that applies) Initial/Date: _____ <input type="checkbox"/> MBE <input type="checkbox"/> DBE <input type="checkbox"/> LBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> None	

CIP 2000

FORM B

Contractors Insurance Program
CONTRACTORS & SUB-CONTRACTORS INFORMATION FORM
Page 1 of 2

The information below will be used as a basis for policy preparation.

- 1. FULL NAME ELMAC ELECTRIC, INC.
ADDRESS 61-20 COOPER AVE, GLENDALE, N.Y., 11385
- 1A. Federal ID# Ex. 1
- 1B. Unemployment ID # 45-72242-1
- 1C. State Board Number: _____
- 1D. Employer Number (for NJ Contractors only) _____
- 2. INDIVIDUAL() PARTNERSHIP() JOINT VENTURE() CORPORATION
- 3. OFFICE CONTACT: Name of individual PETER MILEVSKI
Telephone Number (718) 894-9727
Fax Number (718) 381-8706
- 4. DESIGNATED: Senior Project Supervisor PETER MILEVSKI
Telephone Number (718) 894-9727
- 5. Port Authority Contract Number: 211601
- 6. Contract Cost: \$575,000.00
- 7. Starting Date of Contract: 08/08/05
- 8. Proposed Completion Date: SEPTEMBER 2006
- 9. Type of Contractor: ELECTRICAL CONTRACTOR
- 10. Full Description of your work at project/work site: ELECTRICAL WIRING
AS PER DRAWINGS
- 11. Location of your work at project/work site: M.S.R. McCLANGY MHS
71-06 31st AVE, EAST ELMHURST, N.Y., 11370
- 12. Your current Workers' Compensation Insurance Information Company THE STATE
INSURANCE FUND Policy No. 1289 812-8 Expiration Date: 11/01/06
Experience Modification 0.96 Effective Date of your current modification 11/01/04

(You may attach a photocopy of your policy and experience modification endorsement.)

Owner Controlled Insurance Program
CONTRACTORS & SUB CONTRACTORS INFORMATION FORM
Page 2 of 2

13. Workers' Compensation Class Codes at Project/Work Site, including their respective payrolls which are subject to audit:

JOB CLASSIFICATION	W.C. CLASS CODE	ESTIMATED PAYROLL
<u>ELECT. WIRING</u>	<u>5190</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

14. Current General Liability Insurance Information:

Company: HARLEYSVILLE INSURANCE CO OF NY
Policy No. CB 6E2377 Expiration Date 02/15/07

15. Current Automobile Liability Insurance Information:

Company: LANCER INSURANCE COMPANY
Policy No. BA 633/42 Expiration Date 05/31/06

16. Your Insurance Broker or Agent:

KEEVILY SPERO WHITELAW INC.

Address: 500 MAMARONECK AVE, HARRISON, N.Y. Zip: 10528

Telephone Number: (914) 381-5511

Completed By: Peter Milewski Pres.

Print Name & Title: PETER MILEWSKI, PRES Date Completed: 02/02/06

THE PORT AUTHORITY OF NY & NJ
SUBCONTRACTOR APPROVAL REQUEST

BOND REQUIRED-NY

FOR USE WHEN PERFORMANCE AND PAYMENT BOND IS REQUIRED TO BE PROVIDED BY THE GENERAL CONTRACTOR

Part One: (To be completed by General Contractor) Prime Contractor's Name: <u>NIRGAN / CONAIR JV</u> Telephone No.: <u>516 374 6286</u> Address: <u>226 Wanser Avenue, Inwood NY, 11096</u>	
Facility: <u>MONSIGNOR McCLANCY MEMORIAL HIGH SCHOOL</u> Contract No.: <u>LGA 841.059</u>	
Contract Title: <u>School Improvements</u> <u>MONSIGNOR McCLANCY Memorial High School</u> Amount of Sub-Contract:	
Request Approval of: Subcontractor's Name: <u>RED WHITE CONSTRUCTION, Inc.</u> Materials \$ _____ Address: <u>170 Walker Street, West Babylon, NY</u> Labor \$ _____ Telephone: <u>516-319-3409</u> 11704 Total \$ <u>310,000</u>	
Type of Work: <u>Demolition, Concrete and CMU</u>	
Has the Subcontractor done work under Port Authority contract? <input type="checkbox"/> Yes <input type="checkbox"/> No Est. Start Date: <u>2-06</u> Actual Start Date: _____	
Part Two (To Be Completed by General Contractor) Subcontractor References: PA Contract Nos. or Three References (including Name and Telephone Numbers of Owner Rep., Contract Numbers and Estimate of Work Performed). <u>St. Pius X School Noise Abatement Project</u> <u>Vincent Sparano</u> <u>718 525-7858</u> <u>Jamaica Bay Wildlife Refuge Visitor Center</u> <u>Mark Pham / Cons. Manager</u> <u>702-460-0229</u> <u>St. Joachim School Noise Abatement Project</u> <u>Nadir Uyyan / G.C.</u> <u>516-374-6286</u>	Part Three (To Be Completed by Subcontractor) Notification to Contractor: The Subcontractor should note that it has no recourse against the Port Authority for payments due from the General Contractor under the subcontract. The Subcontractor should also note that the General Contractor has been required to furnish a Performance Bond in connection with the contract. A copy of such Bond is on file in the Office of the Secretary of the Port Authority. Subcontractor Certification: By executing this form you certify that (a) you have not been indicted or convicted in any jurisdiction or suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency or had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (b) you have not taken any action which would be proscribed by the current Port Authority Code of Ethics or entered into any arrangement for the payment of a fee of any kind to any person or agency (other than a bona fide established commercial or selling agency maintained by you for the purpose of securing business) to solicit or secure the Authority's approval of you as a subcontractor.
Signature of Prime Contractor's Officer: <u>[Signature]</u> Date: <u>12/7/05</u> Title: <u>Vice President</u>	Signature of Subcontractor's Officer: <u>[Signature]</u> Date: <u>12/07/05</u> Title: <u>President</u>
Part Four: (To be Completed by Port Authority) <input type="checkbox"/> Subject to the provisions of subject contract, the subcontractor submitted for approval on this application is hereby disapproved <input checked="" type="checkbox"/> Subject to the provisions of the subject contract, the subcontractor submitted for approval on this application is hereby approved for performance of work at the site only. Any materials to be furnished by this subcontractor shall be subject to inspection and approval as required by the contract.	
Date: <u>12/9/06</u> Signature: <u>William Foley</u> Title: <u>Exec</u>	
Part Five: (For Port Authority Use Only) Subcontractor Certification/Status (Check all that applies) Initial/Date: _____	
<input type="checkbox"/> MBE <input type="checkbox"/> DBE <input type="checkbox"/> LBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> None	

Contractors Insurance Program
CONTRACTORS & SUB-CONTRACTORS INFORMATION FORM
Page 1 of 2

The information below will be used as a basis for policy preparation.

1. FULL NAME RED WHITE CONSTRUCTION, Inc.
ADDRESS 170 Walker Street, West Babylon, NY, 11704

1A. Federal ID# _____ Ex. 1 _____

1B. Unemployment ID # _____

1C. State Board Number: _____

1D. Employer Number (for NJ Contractors only) _____

2. INDIVIDUAL() PARTNERSHIP() JOINT VENTURE() CORPORATION()

3. OFFICE CONTACT: Name of Individual Hesbi Selvi
Telephone Number 631 587 0561
Fax Number 631 587 0561

4. DESIGNATED: Senior Project Supervisor Hesbi Selvi
Telephone Number 631 587 0561

5. Port Authority Contract Number: NY-LGA 80-02, 98-03

6. Contract Cost: \$ 200,000

7. Starting Date of Contract: August 19, 2005

8. Proposed Completion Date: September 2006

9. Type of Contractor: Demolition, Concrete & CMU

10. Full Description of your work at project/work site: Wall and c/p removals, trenching, masonry and concrete work

11. Location of your work at project/work site: MSR, 1st, 2nd, 3rd floor corridor & chow, athletic field, Gym

12. Your current Workers' Compensation Insurance Information Company NYSIF
Policy No. I 1391 975-8 Expiration Date: _____
Experience Modification _____ Effective Date of your current modification _____

(You may attach a photocopy of your policy and experience modification endorsement.)

001

FORM B

FORM B

Owner Controlled Insurance Program
CONTRACTORS & SUB CONTRACTORS INFORMATION FORM
Page 2 of 2

13. Workers' Compensation Class Codes at Project/Work Site, including their respective payrolls which are subject to audit:

JOB CLASSIFICATION	W.C. CLASS CODE	ESTIMATED PAYROLL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. Current General Liability Insurance Information:

Company: Ruffen County
Policy No. SKP 9106572 Expiration Date 12/22/06

15. Current Automobile Liability Insurance Information:

Company: _____
Policy No. _____ Expiration Date _____

16. Your Insurance Broker or Agent:

Address: _____ Zip: _____
Telephone Number: _____

x Completed By: [Signature]
x Print Name & Title: Heshi SELVI/Asst Date Completed: 02/06/06

THE PORT AUTHORITY OF NY & NJ
SUBCONTRACTOR APPROVAL REQUEST

BOND REQUIRED-NY

FOR USE WHEN PERFORMANCE AND PAYMENT BOND IS REQUIRED TO BE PROVIDED BY THE GENERAL CONTRACTOR

Part One: (To be completed by General Contractor) Prime Contractor's Name: <u>NAGAN ICONAIR, J.V.</u> Telephone No.: <u>516 374 6286</u> Address: <u>226 Wanser Avenue, Inwood, NY, 11096</u>									
Facility: <u>MONSIGNOR Mc CLANCY HIGH SCHOOL</u>	Contract No.: <u>LGA 844.099</u>								
Contract Title: <u>Sound proofing of Monsignor McClauncy Memorial High School</u>	Amount of Sub-Contract: <table border="0"> <tr> <td>Materials \$</td> <td>_____</td> </tr> <tr> <td>Labor \$</td> <td>_____</td> </tr> <tr> <td>Total \$</td> <td><u>40,000</u></td> </tr> </table>	Materials \$	_____	Labor \$	_____	Total \$	<u>40,000</u>		
Materials \$	_____								
Labor \$	_____								
Total \$	<u>40,000</u>								
Request Approval of: Subcontractor's Name: <u>ELITE ROOFING + MAINTENANCE INC.</u> Address: <u>PO BOX 726, WAYNE, NJ 07476</u> Telephone: <u>973-890-9040</u>	Type of Work: <u>ROOFING</u>								
Has the Subcontractor done work under Port Authority contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Est. Start Date: <u>6/30/05</u> Actual Start Date: _____								
Part Two (To Be Completed by General Contractor) Subcontractor References: PA Contract Nos. or Three References (including Name and Telephone Numbers of Owner Rep., Contract Numbers and Estimate of Work Performed). <u>EWR 414017-51072</u> <u>NEWARK AIRPORT PARKING STRUCTURE LOT E</u> <u>(GENERAL CONTRACTOR NAB CONSTRUCTION) COMPLETED APRIL 2001</u> <u>22,000 SARNAFIL PVC</u> <u>FOR OTHER REFERENCES, SEE ATTACHED.</u>	Part Three (To Be Completed by Subcontractor) Notification to Contractor: The Subcontractor should note that it has no recourse against the Port Authority for payments due from the General Contractor under the subcontract. The Subcontractor should also note that the General Contractor has been required to furnish a Performance Bond in connection with the contract. A copy of such Bond is on file in the Office of the Secretary of the Port Authority. Subcontractor Certification: By executing this form you certify that (a) you have not been indicted or convicted in any jurisdiction or suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency or had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (b) you have not taken any action which would be proscribed by the current Port Authority Code of Ethics or entered into any arrangement for the payment of a fee of any kind to any person or agency (other than a bona fide established commercial or selling agency maintained by you for the purpose of securing business) to solicit or secure the Authority's approval of you as a subcontractor; (c) you participate in a State registered apprenticeship program unless you are certified by the Port Authority as a Minority Business Enterprise, Women-Owned Business Enterprise, Small Business Enterprise (a firm that is located in New York and New Jersey and whose average gross income for the past three years did not exceed \$5 million annually) or Disadvantaged Business Enterprise. Participation in such an apprenticeship program shall mean that you either (i) are signatory to a collective bargaining agreement with a labor organization which sponsors an apprenticeship program registered in New York State or (ii) individually sponsors an apprenticeship program registered in New York State. This certification with respect to (a) and (b) shall be deemed, if made by a corporation, to include the officers, directors and shareholders with equity interest in excess of 10% and to have been authorized by your Board of Directors and, if a partnership, to be made by each partner. If you cannot so certify, then you shall submit to the contractor submitting this Request an explanatory statement directed to the Port Authority setting forth in detail why the certification cannot be made. The foregoing certification or signed statement shall be deemed to have been made by you with the knowledge that it would become part of the records of the Authority and that the Authority will rely on its truth and accuracy in approving you as a subcontractor. Knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., N.Y. Penal Law, Section 175.30 et seq.)								
Signature of Prime Contractor's Officer: <u>[Signature]</u> Date: <u>12/2/05</u> Title: <u>Vice President</u>	Signature of Subcontractor's Officer: <u>[Signature]</u> Date: _____ Title: <u>V.P.</u>								
Part Four: (To be Completed by Port Authority) <input type="checkbox"/> Subject to the provisions of subject contract, the subcontractor submitted for approval on this application is hereby disapproved <input checked="" type="checkbox"/> Subject to the provisions of the subject contract, the subcontractor submitted for approval on this application is hereby approved for performance work at the site only. Any materials to be furnished by this subcontractor shall be subject to inspection and approval as required by the contract. Date: <u>2/9/06</u> Signature: <u>William Feley</u> Title: <u>Ed</u>									
Part Five: (For Port Authority Use Only) Subcontractor Certification/Status (Check all that applies) <table border="0"> <tr> <td>Initial/Date</td> <td><input type="checkbox"/> MBE</td> <td><input type="checkbox"/> DBE</td> <td><input type="checkbox"/> LBE</td> </tr> <tr> <td></td> <td><input type="checkbox"/> WBE</td> <td><input type="checkbox"/> SBE</td> <td><input type="checkbox"/> None</td> </tr> </table>		Initial/Date	<input type="checkbox"/> MBE	<input type="checkbox"/> DBE	<input type="checkbox"/> LBE		<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> None
Initial/Date	<input type="checkbox"/> MBE	<input type="checkbox"/> DBE	<input type="checkbox"/> LBE						
	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> None						

Contractors Insurance Program
CONTRACTORS & SUB-CONTRACTORS INFORMATION FORM
Page 1 of 2

The information below will be used as a basis for policy preparation.

1. FULL NAME ELITE ROOFING & MAINTENANCE, Inc.
ADDRESS P.O. Box 726, WAYNE, NJ, 07470

1A. Federal ID# Ex 1

1B. Unemployment ID # _____

1C. State Board Number: _____

1D. Employer Number (for NJ Contractors only) _____

2. INDIVIDUAL() PARTNERSHIP() JOINT VENTURE() CORPORATION()

3. OFFICE CONTACT: Name of Individual Toni Ippolito
Telephone Number 973-890-9040
Fax Number 973-890-9350

4. DESIGNATED: Senior Project Supervisor Toni Ippolito
Telephone Number 973-890-9040

5. Port Authority Contract Number: NY-LGA 80-02, 98-03

6. Contract Cost: \$ 30,000

7. Starting Date of Contract: September, 2005

8. Proposed Completion Date: September, 2006

9. Type of Contractor: Roofing

10. Full Description of your work at project/work site: Patching and curb work & Roofing at MER

11. Location of your work at project/work site: Mull roof, MER roof, GYM roof

12. Your current Workers' Compensation Insurance Information Company Lowell Safety MGMT CO LLC Policy No. G 1331 932-2 Expiration Date: 1/01/2007
Experience Modification _____ Effective Date of your current modification _____

(You may attach a photocopy of your policy and experience modification endorsement.)

Print Name & Title: William Skyrms Date Completed: 11/6/06

Completed By: [Signature]

Telephone Number: 508 753-7933

Address: 306 Main Street, Worcester, MA zip: 01608

16. Your Insurance Broker or Agent Insurance Marketing Agency, Inc.

Policy No. C2026077121 Expiration Date 08/31/06

Company: Lawrence Insurance Services

15. Current Automobile Liability Insurance Information:

Policy No. 0743505 Expiration Date 08/31/06

Company: Lexington Insurance Co.

14. Current General Liability Insurance Information:

13. Workers' Compensation Class Codes at Project/Work Site, including their respective payrolls which are subject to audit:

JOB CLASSIFICATION	W.C. CLASS CODE	ESTIMATED PAYROLL



ELITE ROOFING & MAINTENANCE, INC.

P.O. Box 726, Wayne, New Jersey 07470 • Phone: (973) 890-9040 • Fax: (973) 890-9350
Website: www.eliteroofing.net

PROJECT LISTING ROOFING

1) MEDICAL OFFICE BUILDING

Location: 101 Madison Avenue, Morristown, NJ

Owner: Alexander Summer, I.I.C.

Contact: Barbara Martinez

Phone: 201-712-1000

Size: \$ 102,598.00

Service Provided: Roofing Replacement w/20yr. Modified System

Completed: 4/21/2000

Manufacturer: SOPREMA

Rep: Craig Mohr 1-609-737-9568

2) OFFICE COMPLEX

Location: 25 & 35 Airport Road, Morristown, NJ

Owner: Wellsford Construction Services

Contact: John Mayer

Phone: 973-701-2200

Size: \$ 29,000.00

Service Provided: Metal coping and fascia.

Completed: October 2001

Manufacturer: I HOUSE METAL SHOP

3) GREENBROOK CORPORATE CENTER

Location: 100 Passaic Avenue, Fairfield, NJ

Owner: Grubb & Ellis

Contact: Helen Samuelson

Phone: 732-356-9554 *WRONG #*

Size: \$ 210,000.00

Service Provided: 66,000 SF ballasted EPDM

Completed: April 2001

Manufacturer: GENFLEX

Rep: Vin Mistretta 1-732-241-4667

4) SHOPPING PLAZA

Location: 112-116 Pleasantville Road, Briarcliff Manor, NY

Owner: Einhorn & Einhorn

Contact: Heywood Einhorn

Phone: 845-868-7673

Size: \$ 109,000.00

Service Provided: Roof replacement with 20 year modified system, shingles, masonry.

Completed: December 2001

Manufacturer: W.P. HICHMAN

Rep: Jim Nevin 1-845-401-9266

5) AEROSPACE FACILITY

Location: Cheshire, CT
Owner: Condor Pacific Industries, Inc.
Contact: Bob Deary
Phone: 203-250-3756
Size: \$ 210,000.00
Service Provided: Built-up Roof Repairs and Flashing
Completed: May 2001
Manufacturer: HONEYWELL Rep: Jason Gladfelter 1-908-722-1505

6) OFFICE BUILDINGS

Location: 1000 Main Street Plaza, Voorhees, NJ
Owner: Brandywine Realty Trust
Contact: Steve Shragger
Phone: 856-787-1600
Size: \$ 210,680.00
Service Provided: TPO Shingle Ply Re-roofing
Completed: July 2001
Manufacturer: GENFLEX Rep: Vin Mistretta 1-732-241-4467

7) UPS DATA CENTER

Location: 340 MacArthur Blvd, Mahwah NJ
Owner: UPS
Contact: Craig Munnings
Phone: 201-828-2989
Size: \$ 95,000.00
Service Provided: 15year EPDM Roof Replacement over Main Computer Data Center.
Completed: May 2003
Manufacturer: FIRESTONE Rep: Joe Nucci 1-973-338-6450

8) SPRING VALLEY DISTRIBUTION CENTER

Location: Spring Valley, NY
Owner: Orange & Rockland Utilities, Inc.
Contact: Joe Latorre
Phone: 845-577-3701
Size: \$ 418,000.00
Service Provided: Hot Modified Asphalt Roof Replacement and Partial Decking Replacement.
Completed: December 2003
Manufacturer: W.P. HICKMAN Rep: Jim Nevin 1-845-401-9266

9) OFFICE/ SWITCHGEAR CENTER

* Location: 6 Eastman Road, Parsippany, NJ
Owner: Cablevision
Contact: Tom Rogalsky
Phone: 973-585-3379
Size: \$ 116,250.00
Service Provided: 15 year Sarnafil PVC Replacement
Completed: July 2003
Manufacturer: SARNAFIL Rep: Bob Cotignies 1-201-796-2089

"ABOVE ALL ELSE"

THE PORT AUTHORITY OF NY & NJ
SUBCONTRACTOR APPROVAL REQUEST

BOND REQUIRED-NY

FOR USE WHEN PERFORMANCE AND PAYMENT BOND IS REQUIRED TO BE PROVIDED BY THE GENERAL CONTRACTOR

Part One: (To be completed by General Contractor) Prime Contractor's Name: <u>NAGAN/CONAIR, J.V.</u> Telephone No. <u>5163746286</u> Address: <u>276 Wanser Avenue, Inwood, NY, 11096</u>	
Facility: <u>MONSIGNOR McCLancy HIGH SCHOOL</u>	Contract No. <u>LG A 871 099</u>
Contract Title: <u>SCOUR REPAIRS OF MONSIGNOR McCLANCY MEMORIAL HIGH SCHOOL</u>	Amount of Sub-Contract
Request Approval of: Subcontractor's Name: <u>GLOBAL PLUMBING & HEATING</u> Address: <u>718-267-1601</u> Telephone:	Materials \$ _____ Labor \$ _____ Total \$ <u>90,000</u>
Type of Work: <u>PLUMBING</u>	Est. Start Date <u>2-06</u> Actual Start Date
Has the Subcontractor done work under Port Authority contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Part Two (To Be Completed by General Contractor) Subcontractor References: PA Contract Nos. or Three References (including Name and Telephone Numbers of Owner Rep., Contract Numbers and Estimate of Work Performed). <p style="text-align: center;">PLEASE SEE ATTACHED...</p>	Part Three (To Be Completed by Subcontractor) Notification to Contractor: The Subcontractor should note that it has no recourse against the Port Authority for payments due from the General Contractor under the subcontract. The Subcontractor should also note that the General Contractor has been required to furnish a Performance Bond in connection with the contract. A copy of such Bond is on file in the Office of the Secretary of the Port Authority. Subcontractor Certification: By executing this form you certify that (a) you have not been indicted or convicted in any jurisdiction or suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency or had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (b) you have not taken any action which would be proscribed by the current Port Authority Code of Ethics or entered into any arrangement for the payment of a fee of any kind to any person or agency (other than a bona fide established commercial or selling agency maintained by you for the purpose of securing business) to solicit or secure the Authority's approval of you as a subcontractor;
Signature of Prime Contractor's Officer: <u>[Signature]</u> Date: <u>12/12/05</u> Title: <u>Vice President</u>	Signature of Subcontractor's Officer: <u>[Signature]</u> Date: <u>12/12/05</u> Title: <u>S.R. PROCTOR, MGR.</u>
Part Four: (To be Completed by Port Authority) <input type="checkbox"/> Subject to the provisions of subject contract, the subcontractor submitted for approval on this application is hereby disapproved <input checked="" type="checkbox"/> Subject to the provisions of the subject contract, the subcontractor submitted for approval on this application is hereby approved for performance work at the site only. Any materials to be furnished by this subcontractor shall be subject to inspection and approval as required by the contract. Date: <u>2/7/06</u> Signature: <u>[Signature]</u> Title: <u>EOC.</u>	
Part Five: (For Port Authority Use Only) Subcontractor Certification/Status (Check all that applies)	
Initial/Date _____	<input type="checkbox"/> MBE <input type="checkbox"/> DBE <input type="checkbox"/> LBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> None

CIP 2000

FORM B

Contractors Insurance Program
CONTRACTORS & SUB-CONTRACTORS INFORMATION FORM
Page 1 of 2

This information below will be used as a basis for policy preparation.

1. FULL NAME Global Plumbing & Heating Corp.
ADDRESS 23-53 31st Street, Astoria, Ky. 41105

1A. Federal ID# Ex. 1

1B. Unemployment ID # _____

1C. State Board Number: _____

1D. Employer Number (for NJ Contractors only) N/A

2. INDIVIDUAL () PARTNERSHIP () JOINT VENTURE () CORPORATION

3. OFFICE CONTACT: Name of Individual Margarita Charalambous
Telephone Number 719-267-1601
Fax Number 719-721-6980

4. DESIGNATED: Senior Project Supervisor Next Bil
Telephone Number _____

5. Port Authority Contract Number: _____

6. Contract Cost: \$65,000-

7. Starting Date of Contract: _____

8. Proposed Completion Date: 11/2006

9. Type of Contractor: Plumbing

10. Full Description of your work at project/work site: GROUNDWORK FOR NEW 4" DRAIN LINE PIPING UNDER MACHINE ROOM FLOOR TIE IN TO EXISTING 12" STORM MAIN (UNDERGROUND). NEW FLOOR DRAIN + NEW ROOF DRAIN (FLOOR DRAIN + GAS PIPING IN CRAWL SPACE NOT DONE YET)

11. Location of your work at project/work site: MSGR McCLANCY MEMORIAL HIGH SCHOOL

12. Your current Workers' Compensation Insurance Information Company AIG
Policy No. NC006709244 Expiration Date: 7/10/06
Experience Modification _____ Effective Date of your current modification _____

(You may attach a photocopy of your policy and experience modification endorsement.)

FORM B

FORM B

Owner Controlled Insurance Program
CONTRACTORS & SUB CONTRACTORS INFORMATION FORM
Page 2 of 2

13. Workers' Compensation Class Codes at Project/Work Site, including their respective payrolls which are subject to audit:

JOB CLASSIFICATION	W.C. CLASS CODE	ESTIMATED PAYROLL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. Current General Liability Insurance Information:

Company: UTICA FIRST INSURANCE CO.
Policy No. ART 1181734 Expiration Date 7/10/06

15. Current Automobile Liability Insurance Information:

Company: STATE FARM INSURANCE
Policy No. 017 9513321 Expiration Date 3/29/06

16. Your Insurance Broker or Agent: CHRISTODOULOU & ASSOCIATES
(MARIA CHRISTODOULOU)

Address: 23-09 24TH AVENUE ASTORIA Zip: NY 11102

Telephone Number: 718-274-0505

Completed By: MARGARITA CHARALAMBOUS

Print Name & Title: [Signature] Date Completed: 2/2/06
OFFICE MANAGER

GLOBAL PLUMBING & HEATING
LICENSED PROFESSIONAL CONTRACTORS & ENGINEERS
MASTER PLUMBER LICENSE # 1339 / PROFESSIONAL ENGINEER LICENSE # 063277

GLOBAL PLUMBING & HEATING CORP:

I am pleased to submit a brief list of some of our projects. Our commitment to provide efficient and effective services has allowed our vast clientele to call upon us for design and supervision of various plumbing, HVAC, and sprinkler systems in both commercial and residential applications.

① I. **A.M. PROPERTY HOLDING CORP.**
352 7th Avenue, N.Y. N.Y. 10001
Attn: Mr. Bobby Padula
Cell: 646-235-4017

CONTRACTS: \$1,500,000.00 +

- 1025 Old Country Road, Westbury NY
- 360 7th Avenue, NYC
- 358 7th Avenue, NYC
- 356 7th Avenue, NYC
- 352 7th Avenue, NYC
- 123 William Street, NYC
- 90 Maiden Lane, NYC
- 80 Maiden Lane, NYC
- 75 Maiden Lane, NYC
- 65 Broadway, NYC
- 63 West 38th Street, NYC

② II. **BUILT RITE CONTRACTING CORP.**
37-41 Vernon Blvd., LIC NY 11101
Attn: Mr. Phil Vaisman
Cell: 347-739-0734

CONTRACTS: \$719,000.00

- 103 -105 Norfolk Street, NYC

PAGE 2

TEL.: 718-267-1601 FAX: 718-721-6980

.....
23-53 31st STREET ASTORIA NEW YORK 11105

GLOBAL PLUMBING & HEATING

LICENSED PROFESSIONAL CONTRACTORS & ENGINEERS

MASTER PLUMBER LICENSE # 1339 / PROFESSIONAL ENGINEER LICENSE # 063277

③ III.

BORJ CONSTRUCTION

115 Saint Felix Street, Brooklyn NY 11217

Attn: Mr. Javid Ebrahimi

Cell: 917-623-6205

CONTRACTS: \$300,000.00

- o 893 Pacific Street, Brooklyn NY
- o 895 Pacific Street, Brooklyn NY

IV.

G&C RESTORATION

80-12 Astoria Blvd., Jackson Heights NY 11370

Attn: Mr. George Vlahos

Office: 718-396-1486

CONTRACTS: \$370,000.00

- o SUNY College – Purchase, NY

EAGLE IRON WORKS

584 Dean Street, Brooklyn, NY 11238

Attn: Mr. Kostas Kanellos

Office: 718-230-4032

CONTRACTS: \$280,000.00

- o 760 Dean Street, Brooklyn NY
- o 762 Dean Street, Brooklyn NY
- o 1652 Atlantic Avenue, Brooklyn NY

TEL: 718-267-1601 FAX: 718-721-6980

25-53 31ST ST ASTORIA NEW YORK 11105

THE PORT AUTHORITY OF NY & NJ
SUBCONTRACTOR APPROVAL REQUEST

BOND REQUIRED-NY

FOR USE WHEN PERFORMANCE AND PAYMENT BOND IS REQUIRED TO BE PROVIDED BY THE GENERAL CONTRACTOR

Part One: (To be completed by General Contractor)		Telephone No.: 516 374 6286	
Prime Contractor's Name: <u>NIAGARA CONAIR JV</u>		Address: <u>226 WASEL AVENUE, INWOOD NY, 11096</u>	
Facility: <u>MONSIGNOR McCLANAY MEMORIAL HIGH SCHOOL</u>		Contract No.: <u>LGA 841.059</u>	
Contract Title: <u>SOUND PROOFING MONSIGNOR McCLANAY MEMORIAL HIGH SCHOOL</u>		Amount of Sub-Contract	
Request Approval of:		Materials \$ _____	
Subcontractor's Name: <u>RED WHITE CONSTRUCTION, Inc.</u>		Labor \$ _____	
Address: <u>170 Walker Street, West Babylon, NY 11704</u>		Total \$ <u>310,000</u>	
Telephone: <u>516-319-3409</u>			
Type of Work: <u>Demolition, concrete and CMU</u>			
Has the Subcontractor done work under Port Authority contract? <input type="checkbox"/> Yes <input type="checkbox"/> No		Est. Start Date: <u>2-06</u>	Actual Start Date: _____

Part Two (To Be Completed by General Contractor)

Subcontractor References:
PA Contract Nos. or Three References (including Name and Telephone Numbers of Owner Rep., Contract Numbers and Estimate of Work Performed).

St. Pius X School Noise Abatement Project
Vincent Sparano
718 525-7854

Jamaica Bay Wildlife Refuge Visitor Center
Mark Pham / Cons. Manager
702-460-0229

St. Joachim School Noise Abatement Project
Nadir Uygan / G.C.
516-374-6286

[Signature]
Signature of Prime Contractor's Officer
Vice President
Title

12/7/05
Date

Part Three (To Be Completed by Subcontractor)

Notification to Contractor:
The Subcontractor should note that it has no recourse against the Port Authority for payments due from the General Contractor under the subcontract. The Subcontractor should also note that the General Contractor has been required to furnish a Performance Bond in connection with the contract. A copy of such Bond is on file in the Office of the Secretary of the Port Authority.

Subcontractor Certification:
By executing this form you certify that (a) you have not been indicted or convicted in any jurisdiction or suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency or had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (b) you have not taken any action which would be proscribed by the current Port Authority Code of Ethics or entered into any arrangement for the payment of a fee of any kind to any person or agency (other than a bona fide established commercial or selling agency maintained by you for the purpose of securing business) to solicit or secure the Authority's approval of you as a subcontractor; _____

[Signature]
Signature of Subcontractor's Officer

12/07/05
Date

The foregoing certification or signed statement shall be deemed to have been made by you with full knowledge that it would become part of the records of the Authority and that the Authority will rely on its truth and accuracy in approving you as a subcontractor. Knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., N.Y. Penal Law, Section 175.30 et seq.)

Part Four: (To be Completed by Port Authority)

Subject to the provisions of subject contract, the subcontractor submitted for approval on this application is hereby disapproved

Subject to the provisions of the subject contract, the subcontractor submitted for approval on this application is hereby approved for performance of work at the site only. Any materials to be furnished by this subcontractor shall be subject to inspection and approval as required by the contract.

2/9/06 William Foley EVK
Date Signature Title

Part Five: (For Port Authority Use Only)

Subcontractor Certification/Status (Check all that applies)

Initial/Date _____

MBE DBE LBE
 WBE SBE None

THE PORT AUTHORITY OF NY & NJ
SUBCONTRACTOR APPROVAL REQUEST

BOND REQUIRED-NY

FOR USE WHEN PERFORMANCE AND PAYMENT BOND IS REQUIRED TO BE PROVIDED BY THE GENERAL CONTRACTOR

Part One: (To be completed by General Contractor) Prime Contractor's Name: <u>NAGAN ICONAIR, J.V.</u> Telephone No.: <u>516.374.6286</u> Address: <u>226 Wasec Avenue, Linstead, NY, 11096</u>	
Facility <u>MONSIGNOR Mc CLANCY HIGH SCHOOL</u>	Contract No. <u>LGA 841.099</u>
Contract Title <u>Sound proofing of Monsignor McClancy Memorial High School</u>	Amount of Sub-Contract
Request Approval of: Subcontractor's Name: <u>ELITE ROOFING + MAINTENANCE INC.</u> Address: <u>PO BOX 726, WAYNE, NJ 07476</u> Telephone: <u>973-890-9040</u>	Materials \$ _____ Labor \$ _____ Total \$ <u>40,000</u>
Type of Work: <u>ROOFING</u>	
Has the Subcontractor done work under Port Authority contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Est. Start Date: <u>6/30/05</u> Actual Start Date: _____
Part Two (To Be Completed by General Contractor) Subcontractor References: PA Contract Nos. or Three References (including Name and Telephone Numbers of Owner Rep., Contract Numbers and Estimate of Work Performed). <u>ENR 414017-51072</u> <u>NEWARK AIRPORT PARKING STRUCTURE LOT E</u> <u>(GENERAL CONTRACTOR NAB CONSTRUCTION)</u> <u>COMPLETED APRIL 2001</u> <u>22,000 SARAFIL PVC</u> <u>FOR OTHER REFERENCES, SEE ATTACHED.</u>	Part Three (To Be Completed by Subcontractor) Notification to Contractor: The Subcontractor should note that it has no recourse against the Port Authority for payments due from the General Contractor under the subcontract. The Subcontractor should also note that the General Contractor has been required to furnish a Performance Bond in connection with the contract. A copy of such Bond is on file in the Office of the Secretary of the Port Authority. Subcontractor Certification: By executing this form you certify that (a) you have not been indicted or convicted in any jurisdiction or suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency or had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (b) you have not taken any action which would be proscribed by the current Port Authority Code of Ethics or entered into any arrangement for the payment of a fee of any kind to any person or agency (other than a bona fide established commercial or selling agency maintained by you for the purpose of securing business) to solicit or secure the Authority's approval of you as a subcontractor; (c) you participate in a State registered apprenticeship program unless you are certified by the Port Authority as a Minority Business Enterprise, Women-Owned Business Enterprise, Small Business Enterprise (a firm that is located in New York and New Jersey and whose average gross income for the past three years did not exceed \$5 million annually) or Disadvantaged Business Enterprise. Participation in such an apprenticeship program shall mean that you either (i) are signatory to a collective bargaining agreement with a labor organization which sponsors an apprenticeship program registered in New York State or (ii) individually sponsors an apprenticeship program registered in New York State. This certification with respect to (a) and (b) shall be deemed, if made by a corporation, to include the officers, directors and shareholders with equity interest in excess of 10% and to have been authorized by your Board of Directors and, if a partnership, to be made by each partner. If you cannot so certify, then you shall submit to the contractor submitting this Request an explanatory statement directed to the Port Authority setting forth in detail why the certification cannot be made. The foregoing certification or signed statement shall be deemed to have been made by you with full knowledge that it would become part of the records of the Authority and that the Authority will rely on its truth and accuracy in approving you as a subcontractor. Knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., N.Y. Penal Law, Section 175.30 et seq.)
Signature of Prime Contractor's Officer: <u>[Signature]</u> Date: <u>12/1/05</u> Title: <u>Vice President</u>	Signature of Subcontractor's Officer: <u>[Signature]</u> Date: _____ Title: <u>V.P.</u>
Part Four: (To Be Completed by Port Authority) <input type="checkbox"/> Subject to the provisions of subject contract, the subcontractor submitted for approval on this application is hereby disapproved <input checked="" type="checkbox"/> Subject to the provisions of the subject contract, the subcontractor submitted for approval on this application is hereby approved for performance of work at the site only. Any materials to be furnished by this subcontractor shall be subject to inspection and approval as required by the contract.	
Date: <u>2/9/06</u> Signature: <u>[Signature]</u> Title: _____	Date: _____ Signature: <u>[Signature]</u> Title: _____
Part Five: (For Port Authority Use Only) Subcontractor Certification/Status (Check all that applies)	Initial/Date _____ <input type="checkbox"/> MBE <input type="checkbox"/> DBE <input type="checkbox"/> LBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> None

Contractors Insurance Program
 CONTRACTORS & SUB-CONTRACTORS INFORMATION FORM
 Page 1 of 2

The information below will be used as a basis for policy preparation.

1. FULL NAME ELITE ROOFING & MAINTENANCE, Inc.
 ADDRESS P.O. Box 726, WAYNE, NJ, 07470
- 1A. Federal ID# Ex. 1
- 1B. Unemployment ID # _____
- 1C. State Board Number: _____
- 1D. Employer Number (for NJ Contractors only) _____
2. INDIVIDUAL() PARTNERSHIP() JOINT VENTURE() CORPORATION()
3. OFFICE CONTACT: Name of Individual Toni Ippolito
 Telephone Number 973-890-9040
 Fax Number 973-890-9350
4. DESIGNATED: Senior Project Supervisor Toni Ippolito
 Telephone Number 973-890-9040
5. Port Authority Contract Number: NY-LGA 80-02, 98-03
6. Contract Cost: \$ 30,000
7. Starting Date of Contract: September, 2005
8. Proposed Completion Date: September, 2006
9. Type of Contractor: Roofing
10. Full Description of your work at project/work site: Patching and curb work & Roofing at MER
11. Location of your work at project/work site: MUll roof, MER roof, GYM roof.
12. Your current Workers' Compensation Insurance Information Company Lowell Safety
MGMT CO LLC Policy No. G 1331 932-2 Expiration Date: 1/01/2007
 Experience Modification _____ Effective Date of your current modification _____

(You may attach a photocopy of your policy and experience modification endorsement.)

FORM B

FORM B

Owner Controlled Insurance Program
CONTRACTORS & SUB CONTRACTORS INFORMATION FORM
Page 2 of 2

13. Workers' Compensation Class Codes at Project/Work Site, including their respective payrolls which are subject to audit:

JOB CLASSIFICATION	W.C. CLASS CODE	ESTIMATED PAYROLL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. Current General Liability Insurance Information:

Company: Lexington Insurance Co.
Policy No. 0743505 Expiration Date 08/31/06

15. Current Automobile Liability Insurance Information:

Company: Commerce Insurance Services
Policy No. C2026077421 Expiration Date 08/31/06

16. Your Insurance Broker or Agent: Insurance Marketing Agencies, Inc.

Address: 306 Main Street, Worcester, MA Zip: 01608

Telephone Number: 508 753-7233

Completed By: [Signature]

Print Name & Title: William Scrivens Date Completed: 1/6/06



ELITE ROOFING & MAINTENANCE, INC.

P.O. Box 726, Wayne, New Jersey 07470 • Phone: (973) 890-9040 • Fax: (973) 890-9350
Website: www.eliteroofing.net

PROJECT LISTING ROOFING

1) MEDICAL OFFICE BUILDING

Location: 101 Madison Avenue, Morristown, NJ

Owner: Alexander Summer, I.I.C.

Contact: Barbara Martinez

Phone: 201-712-1000

Size: \$ 102,598.00

Service Provided: Roofing Replacement w/20yr. Modified System

Completed: 4/21/2000

Manufacturer: SOPREMA

Rep: Craig Mohr 1-609-737-9568

2) OFFICE COMPLEX

Location: 25 & 35 Airport Road, Morristown, NJ

Owner: Wellsford Construction Services

Contact: John Mayer

Phone: 973-701-2200

Size: \$ 29,000.00

Service Provided: Metal coping and fascia

Completed: October 2001

Manufacturer: I HOUSE METAL SHOP

3) GREENBROOK CORPORATE CENTER

Location: 100 Passaic Avenue, Fairfield, NJ

Owner: Grubb & Ellis

Contact: Helen Samuelson

Phone: 732-356-9554 *wrong #*

Size: \$ 210,000.00

Service Provided: 66,000 SF ballasted EPDM

Completed: April 2001

Manufacturer: GENFLEX

Rep: Vin Mistretta 1-732-241-4667

4) SHOPPING PLAZA

Location: 112-116 Pleasantville Road, Briarcliff Manor, NY

Owner: Einhorn & Einhorn

Contact: Heywood Einhorn

Phone: 845-868-7673

Size: \$ 109,000.00

Service Provided: Roof replacement with 20 year modified system, shingles, masonry.

Completed: December 2001

Manufacturer: W.P. HICHMAN

Rep: Jim Nevin 1-845-401-9266

5) AEROSPACE FACILITY

Location: Cheshire, CT
Owner: Condor Pacific Industries Inc
Contact: Bob Deary
Phone: 203-250-3756
Size: \$ 210,000.00
Service Provided: Built-up Roof Repairs and Flashing
Completed: May 2001
Manufacturer: HONEYWELL Rep: Jason Gladfelter 1-908-722-1505

6) OFFICE BUILDINGS

Location: 1000 Main Street Plaza, Voorhees, NJ
Owner: Brandywine Real Estate
Contact: Steve Shragger
Phone: 856-787-1600
Size: \$ 210,680.00
Service Provided: TPO Shingle Ply Re-roofing
Completed: July 2001
Manufacturer: GENFLEX Rep: Vin Mistretta 1-732-241-4467

7) UPS DATA CENTER

Location: 340 MacArthur Blvd, Mahwah NJ
Owner: UPS
Contact: Craig Munnings
Phone: 201-828-2989
Size: \$ 95,000.00
Service Provided: 15year EPDM Roof Replacement over Main Computer Data Center.
Completed: May 2003
Manufacturer: FIRESTONE Rep: Joe Nucci 1-973-338-6450

8) SPRING VALLEY DISTRIBUTION CENTER

Location: Spring Valley, NY
Owner: Orange & Rockland Utilities, Inc.
Contact: Joe Latorre
Phone: 845-577-3701
Size: \$ 418,000.00
Service Provided: Hot Modified Asphalt Roof Replacement and Partial Decking Replacement.
Completed: December 2003
Manufacturer: W.P. HICKMAN Rep: Jim Nevin 1-845-401-9266

9) OFFICE/ SWITCHGEAR CENTER

Location: 6 Eastman Road, Parsippany, NJ
Owner: Cablevision
Contact: Tom Rogalsky
Phone: 973-585-3379
Size: \$ 116,250.00
Service Provided: 15 year Sarnafil PVC Replacement
Completed: July 2003
Manufacturer: SARNAFIL Rep: Bob Cottignes 1-201-796-2089

THE PORT AUTHORITY OF NY & NJ
SUBCONTRACTOR APPROVAL REQUEST

BOND REQUIRED-NY

FOR USE WHEN PERFORMANCE AND PAYMENT BOND IS REQUIRED TO BE PROVIDED BY THE GENERAL CONTRACTOR

Part One: (To be completed by General Contractor) Prime Contractor's Name: <u>NAGAN/CONAIR, JV</u> Telephone No.: <u>516-374-6286</u> Address: <u>226 Waasec Avenue, Tonawanda, NY, 14296</u>	
Facility: <u>Monsignor McClancy Memorial High School</u> Contract Title: <u>Soundproofing of Monsignor McClancy Memorial High School</u>	Contract No.: <u>26A 841.099</u> Amount of Sub-Contract: Materials \$ <u>250,000.00</u> Labor \$ <u>325,000.00</u> Total \$ <u>575,000.00</u>
Request Approval of Subcontractor's Name: <u>Elmac Electric</u> Address: <u>61-21 Cooper Ave., Colendale, NY, 11585</u> Telephone: <u>718-894-9727</u>	
Type of Work: <u>Electric Work</u>	
Has the Subcontractor done work under Port Authority contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Est. Start Date: _____ Actual Start Date: _____
Part Two (To Be Completed by General Contractor) Subcontractor References: PA Contract Nos. or Three References (including Name and Telephone Numbers of Owner Rep., Contract Numbers and Estimate of Work Performed). <u>225 W. 133th Street</u> <u>New York, NY</u> <u>MCR Restoration Corp.</u> <u>3205 Philip Avenue, Bronx</u> <u>New York, 10465</u> <u>Bob Starzeski - 718-490-1914</u> <u>Noble Contracting Corp.</u> <u>337 MERRICK RD. SUITE 5</u> <u>LYNDROCK, N.Y., 11563</u> <u>EDWARD MUNDY (56) 887-0808</u> <u>Joyssia Global Communicat</u> <u>25-72 BOROUGH PLACE</u> <u>WOODSIDE, N.Y., 11377</u> <u>John Dargella (718) 952-4889</u> Signature of General Contractor's Officer: _____ Date: <u>11/13/05</u> Title: <u>Vice President</u>	Part Three (To Be Completed by Subcontractor) Notification to Contractor: The Subcontractor should note that it has no recourse against the Port Authority for payments due from the General Contractor under the subcontract. The Subcontractor should also note that the General Contractor has been required to furnish a Performance Bond in connection with the contract. A copy of such Bond is on file in the Office of the Secretary of the Port Authority. Subcontractor Certification: By executing this form you certify that (a) you have not been indicted or convicted in any jurisdiction or suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency or had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (b) you have not taken any action which would be proscribed by the current Port Authority Code of Ethics or entered into any arrangement for the payment of a fee of any kind to any person or agency (other than a bona fide established commercial or selling agency maintained by you for the purpose of securing business) to solicit or secure the Authority's approval of you as a subcontractor. The foregoing certification or signed statement shall be deemed to have been made by you with full knowledge that it would become part of the records of the Authority and that the Authority will rely on its truth and accuracy in approving you as a subcontractor. Knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., N.Y. Penal Law, Section 175.30 et seq.) Signature of Subcontractor's Officer: <u>P.T. Williams Pres.</u> Date: <u>11/13/05</u> Title: <u>PRESIDENT</u>
Part Four: (To be Completed by Port Authority) <input type="checkbox"/> Subject to the provisions of subject contract, the subcontractor submitted for approval on this application is hereby disapproved <input checked="" type="checkbox"/> Subject to the provisions of the subject contract, the subcontractor submitted for approval on this application is hereby approved for performance of work at the site only. Any materials to be furnished by this subcontractor shall be subject to inspection and approval as required by the contract. <u>2/9/06</u> <u>William J. Kelly</u> <u>ER</u> Date Signature Title	
Part Five: (For Port Authority Use Only) Subcontractor Certification/Status (Check all that applies) Initial/Date _____ <input type="checkbox"/> MBE <input type="checkbox"/> DBE <input type="checkbox"/> LBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> None	

CIP 2000

FORM B

Contractors Insurance Program
CONTRACTORS & SUB-CONTRACTORS INFORMATION FORM
Page 1 of 2

The information below will be used as a basis for policy preparation.

- 1. FULL NAME ELMAC ELECTRIC INC.
ADDRESS 61-20 COOPER AVE, GLENDALE, N.Y., 11385
- 1A. Federal ID# Ex. 1
- 1B. Unemployment ID # 45-72242-1
- 1C. State Board Number: _____
- 1D. Employer Number (for NJ Contractors only) _____
- 2. INDIVIDUAL() PARTNERSHIP() JOINT VENTURE() CORPORATION
- 3. OFFICE CONTACT: Name of Individual PETER MILEVSKI
Telephone Number (718) 894-9727
Fax Number (718) 381-8706
- 4. DESIGNATED: Senior Project Supervisor PETER MILEVSKI
Telephone Number (718) 894-9727
- 5. Port Authority Contract Number: 211601
- 6. Contract Cost: \$575,000.00
- 7. Starting Date of Contract: 08/08/05
- 8. Proposed Completion Date: SEPTEMBER 2006
- 9. Type of Contractor: ELECTRICAL CONTRACTOR
- 10. Full Description of your work at project/work site: ELECTRICAL WIRING
AS PER DRAWINGS
- 11. Location of your work at project/work site: MSGR. McCLANGY MHS
71-06 31st AVE, EAST ELMHURST, N.Y., 11370
- 12. Your current Workers' Compensation Insurance Information Company THE STATE
INSURANCE FUND Policy No. G 1289 812-8 Expiration Date: 11/01/06
Experience Modification 0.96 Effective Date of your current modification 11/01/04

(You may attach a photocopy of your policy and experience modification endorsement.)

THE PORT AUTHORITY OF NY & NJ
SUBCONTRACTOR APPROVAL REQUEST

BOND REQUIRED-NY

FOR USE WHEN PERFORMANCE AND PAYMENT BOND IS REQUIRED TO BE PROVIDED BY THE GENERAL CONTRACTOR

Part One: (To be completed by General Contractor)		Telephone No.: <u>5163746286</u>	
Prime Contractor's Name: <u>NAGAN/CONAIR, J.V.</u>	Address: <u>226 Wanser Avenue, Inwood, NY, 11096</u>		
Facility: <u>MONSIGNOR McCLancy High School</u>	Contract No. <u>LGARH-099</u>		Amount of Sub-Contract Materials \$ _____ Labor \$ _____ Total \$ <u>90,000</u>
Contract Title: <u>Soundproofing of Monsignor McCLancy Memorial High School</u>			
Request Approval of: Subcontractor's Name: <u>GLOBAL PLUMBING & HEATING</u> Address: <u>718-267-1601</u> Telephone: _____			
Type of Work: <u>PLUMBING</u>		Est. Start Date	Actual Start Date
Has the Subcontractor done work under Port Authority contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Part Two (To Be Completed by General Contractor)

Subcontractor References:
PA Contract Nos. or Three References (including Name and Telephone Numbers of Owner Rep., Contract Numbers and Estimate of Work Performed).

PLEASE SEE ATTACHED...

Part Three (To Be Completed by Subcontractor)

Notification to Contractor:
The Subcontractor should note that it has no recourse against the Port Authority for payments due from the General Contractor under the subcontract. The Subcontractor should also note that the General Contractor has been required to furnish a Performance Bond in connection with the contract. A copy of such Bond is on file in the Office of the Secretary of the Port Authority.

Subcontractor Certification:
By executing this form you certify that (a) you have not been indicted or convicted in any jurisdiction or suspended, debarred or otherwise disqualified from entering into contracts with any governmental agency or had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (b) you have not taken any action which would be proscribed by the current Port Authority Code of Ethics or entered into any arrangement for the payment of a fee of any kind to any person or agency (other than a bona fide established commercial or selling agency maintained by you for the purpose of securing business) to solicit or secure the Authority's approval of you as a subcontractor;

The foregoing certification or signed statement shall be deemed to have been made by you with full knowledge that it would become part of the records of the Authority and that the Authority will rely on its truth and accuracy in approving you as a subcontractor. Knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., N.Y. Penal Law, Section 175.30 et seq.)

Signature of Subcontractor's Officer: [Signature] Date: 12/12/08
Title: Sr. Project Mgr.

Part Four: (To be Completed by Port Authority)

Subject to the provisions of subject contract, the subcontractor submitted for approval on this application is hereby disapproved

Subject to the provisions of the subject contract, the subcontractor submitted for approval on this application is hereby approved for performance work at the site only. Any materials to be furnished by this subcontractor shall be subject to inspection and approval as required by the contract.

Date: 2/7/06 Signature: William Selig Title: EOC

Part Five: (For Port Authority Use Only)

Subcontractor Certification/Status (Check all that applies)

Initial/Date _____ MBE DBE LBE
 WBE SBE None

CIP 2000

FORM B

Contractors Insurance Program
CONTRACTORS & SUB-CONTRACTORS INFORMATION FORM
Page 1 of 2

The information below will be used as a basis for policy preparation.

1. FULL NAME Global Plumbing & Heating Corp.
ADDRESS 23-53 31st Street Astoria, NY 11105

1A. Federal ID# Ex. 1

1B. Unemployment ID # _____

1C. State Board Number: _____

1D. Employer Number (for NJ Contractors only) N/A

2. INDIVIDUAL() PARTNERSHIP() JOINT VENTURE() CORPORATION(X)

3. OFFICE CONTACT: Name of Individual Margarita Charalambous
Telephone Number 718-267-1601
Fax Number 718-721-6980

4. DESIGNATED: Senior Project Supervisor Yert Bil
Telephone Number _____

5. Port Authority Contract Number: _____

6. Contract Cost: \$65,000-

7. Starting Date of Contract: _____

8. Proposed Completion Date: 11/2006

9. Type of Contractor: Plumbing

10. Full Description of your work or project/work site: GROUNDWORK FOR NEW 4" DRAIN LINE
PIPING UNDER MACHINE ROOM FLOOR
TIE IN TO EXISTING 12" STORM MAIN (UNDERGROUND). NEW FLOOR
DRAIN + NEW ROOF DRAIN (FLOOR DRAIN + GAS PIPING IN CRAWL SPACE NOT DONE YET)

11. Location of your work or project/work site: MSGR McCLANCY MEMORIAL
HIGH SCHOOL

12. Your current Workers' Compensation Insurance Information Company AIG
Policy No. WC006709244 Expiration Date: 7/10/06
Experience Modification _____ Effective Date of your current modification _____

(You may attach a photocopy of your policy and experience modification endorsement.)

TOTAL P.05

FORM B

Owner Controlled Insurance Program
CONTRACTORS & SUB CONTRACTORS INFORMATION FORM
Page 2 of 2

13. Workers' Compensation Class Codes at Project/Work Site, including their respective payrolls which are subject to audit:

JOB CLASSIFICATION	W.C. CLASS CODE	ESTIMATED PAYROLL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. Current General Liability Insurance Information:

Company: UTICA FIRST INSURANCE CO.
Policy No. ART 1181734 Expiration Date 7/10/06

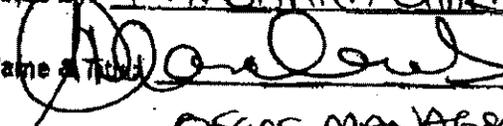
15. Current Automobile Liability Insurance Information:

Company: STATE FARM INSURANCE
Policy No. 017 9513321 Expiration Date 3/29/06

16. Your Insurance Broker or Agent: CHRISTODOULOU & ASSOCIATES
(MARIA CHRISTODOULOU)

Address: 23-09 24TH AVENUE ASTORIA Zip: NY 11102

Telephone Number: 718-274-0505

Completed By: MARGARITA CHARALAMBOS

Print Name & Title: OFFICE MANAGER Date Completed: 2/2/06

GLOBAL PLUMBING & HEATING

LICENSED PROFESSIONAL CONTRACTORS & ENGINEERS

MASTER PLUMBER LICENSE # 1330 / PROFESSIONAL ENGINEER LICENSE # 063077

GLOBAL PLUMBING & HEATING CORP:

I am pleased to submit a brief list of some of our projects. Our commitment to provide efficient and effective services has allowed our vast clientele to call upon us for design and supervision of various plumbing, HVAC, and sprinkler systems in both commercial and residential applications.

①

I. **A.M. PROPERTY HOLDING CORP.**
352 7th Avenue, N.Y. N.Y. 10001
Attn: Mr. Bobby Padula
Cell: 646-235-4017

CONTRACTS: \$1,500,000.00 +

- 1025 Old Country Road, Westbury NY
- 360 7th Avenue, NYC
- 358 7th Avenue, NYC
- 356 7th Avenue, NYC
- 352 7th Avenue, NYC
- 123 William Street, NYC
- 90 Maiden Lane, NYC
- 80 Maiden Lane, NYC
- 75 Maiden Lane, NYC
- 65 Broadway, NYC
- 63 West 38th Street, NYC

②

II. **BUILT RITE CONTRACTING CORP.**
37-41 Vernon Blvd., LIC NY 11101
Attn: Mr. Phil Vaisman
Cell: 347-739-0734

CONTRACTS: \$719,000.00

- 103 -105 Norfolk Street, NYC

PAGE 2

TEL: 718-267-1601 FAX: 718-721-6980

31 STREET ASTORIA NEW YORK 11105

GLOBAL PLUMBING & HEATING

LICENSED PROFESSIONAL CONTRACTORS & ENGINEERS

MASTER PLUMBER LICENSE # 1332 / PROFESSIONAL ENGINEER LICENSE # 063277

③

III. BORI CONSTRUCTION

115 Saint Felix Street, Brooklyn NY 11217

Attn: Mr. Javid Ebrahimi

Cell: 917-623-6205

CONTRACTS: \$300,000.00

- 893 Pacific Street, Brooklyn NY
- 895 Pacific Street, Brooklyn NY

IV. G&C RESTORATION

80-12 Astoria Blvd., Jackson Heights NY 11370

Attn: Mr. George Vlahos

Office: 718-396-1486

CONTRACTS: \$370,000.00

- SUNY College – Purchase, NY

V. EAGLE IRON WORKS

584 Dean Street, Brooklyn, NY 11238

Attn: Mr. Kostas Kanellos

Office: 718-230-4032

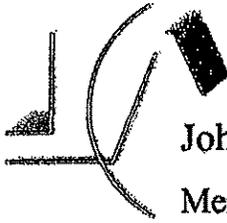
CONTRACTS: \$280,000.00

- 760 Dean Street, Brooklyn NY
- 762 Dean Street, Brooklyn NY
- 1652 Atlantic Avenue, Brooklyn NY

TEL: 718-267-1601 FAX: 718-721-6980

.....
STREET ASTORIA NEW YORK 11105

Msgr. McClancy Memorial H.S. - (1C) RFI'S -
Aircraft Noise Abatement Prog. School
Soundproofing - Stage II



John Ciardullo Associates, P.C.

Memo

FILE (1C)

575 8th Avenue
New York, NY 10018
New York
T. (212) 245-0010
www.jca-architecture.com F.

date: August 13, 2009

to: Steven Bongiovi
Kenstar Construction Corp.
100 Keyland Court
Bohemia, New York 11716

tel: 631.589.6001

fax: 631.589.9325

from: Richard Piacentini

cc: N. Melito, G. Miret, A. Vero

re: McClancy HS - Completion Contract RFI's

Mr. Bongiovi,

Attached please find our formal responses to RFI's 1 through 23. Informal responses were provided to you at our meeting on July 30, 2009.

Many of our responses on that date requested proposals for work, which in many cases, included work related to the line items in the scopes of work attached to the Tender Agreement between Kenstar, Travelers and the School.

We have not received a single proposal at this time for any of these items and further delay in directing your forces as to how to proceed will affect your ability to complete the project in the allotted time.

Based upon the above the RFI responses have been revised directing you to perform the work we have determined to be necessary for project completion.

Should you believe any of these directions to be outside your agreement I recommend you immediately so indicate and provide a cost proposal, but, none the less, proceed with the work, under protest if necessary, in full and complete accordance with the provisions of the contract related to disputed work.

It will be far easier for your forces to complete this work before school starts if you concentrate your efforts now on the project and thereby save on labor costs as well as mobilization and demobilization which be required for each area of work that must be completed after school opens.

Proceeding in this manner, will allow you to more easily meet your contract deadline. We assure you that JCA and the School will fairly and equitably resolve any issues you may have as quickly as possible.

There are less than four weeks left of summer vacation during which you have full access to the building and its classrooms, and we will expect that the school will be completely clean, ceilings closed and A/C system functional by September 3rd 2009 at the latest.

Richard Piacentini

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION
RFI NO: 1
DATE: 7/20/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789

TO: Richard Placentini **FIRM:** John Ciardullo associates

FROM: Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Roof Top Conduit Support

LOCATION: Roof above mail and multipurpose room

INFORMATION IS REQUIRED BY:

MESSAGE: As per electrical subcontractor

We would like to request information regarding the supporting of the conduits on the roof above the mail and multipurpose room. As per B. AC-2 Note 3 of exhibit 3 the existing pvc 4X4 support has failed and needs to be replaced. The electrical subcontractor recommends 4X4 CCA with super unistrut as well as straps, with tar at the base of the 4X4 to rest on the roof top. See attached photo.

NOTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

For 4" conduit use no less than 4"x4"x12" of treated wood blocking.

Adjust Length for number of pipes/conduit.

Pipe and conduit require separate supports.

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

RFI NO: 2

REQUEST FOR INFORMATION

DATE:
7/20/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B460789

TO: Richard Piacentini **FIRM:** John Ciardullo Associates

FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: HVAC Maintenance

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: The existing HVAC systems are in need of maintenance ex. Replacement of filters, lubrication etc. The HVAC subcontractor feels it would be prudent at this time to perform this maintenance

RE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

Item has not been turned over by Donnelly Mechanical; provide proposal to perform maintenance which UAP believes is required.

Use Filters turned over to owner (Attic stock).

Provide a cost proposal ASAP.

If a Fixed fee change order cannot be agreed by 08-18-09, provide maintenance on time and materials starting 08-19-09.

inks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

RFI NO: 3

REQUEST FOR INFORMATION

DATE:
7/20/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789

TO: Richard Piacentini **FIRM:** John Ciardullo Associates

FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Water Leak

LOCATION: Crawl Space

INFORMATION IS REQUIRED BY:

MESSAGE: During a preliminary hydrostatic test the HVAC subcontractor discovered that the existing secondary hot water mains in the utility tunnel were leaking. Please advise.

TE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

Provide a proposal to repair all existing heating piping noted to be leaking for review.

Repair all pipe leaks. If Agreement for lump sum change order cannot be agreed by 08-18-09, proceed under time and materials.

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP	
REQUEST FOR INFORMATION	RFI NO: 4
	DATE: 7/20/2009
PROJECT: McClancy H.S. Soundproofing	PROJECT NO: B450789
TO: Richard Piacentini	FIRM: John Ciardullo Associates
FROM: Steven Bongiovi, Kenstar Construction	
WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:	
SUBJECT: Bypass Valve	
LOCATION: Pump Room	
INFORMATION IS REQUIRED BY:	
MESSAGE: There is no bypass on the chilled water supply and on the primary hot water supply in the pump room. As per drawing the flow schematic on drawing M2.07 they are shown. Please advise.	
NOTE:	
THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER	
CONTRACTOR NAME: Kenstar Construction Corp.	
REPLY	
All work items require reference to contract drawings. Provide bypasses at venturi as shown on CD's at no additional cost.	
Thanks	
BY: Matt Lombardi	ARCHITECT FIRM: John Ciardullo Associates
	DATE: 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION

RFI NO:	5
DATE:	7/20/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789

TO: Richard Piacentini **FIRM:** John Ciardullo Associates

FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Bypass

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: Is a bypass required at the secondary hot water supply in the Boiler Room, it is not shown on the flow schematic on drawing on M2.07.

TE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

No bypass at above location is required.

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP	
REQUEST FOR INFORMATION	RFI NO: 6
	DATE: 7/20/2009

PROJECT: McClancy H.S. Soundproofing	PROJECT NO: B450789
TO: Richard Piacentini	FIRM: John Ciardullo Associates
FROM:	

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Weep Holes

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: Please confirm size and location of weep holes to be provided at the unit vent louvers

TE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

The weep holes are to be 1/8" in size and located at 12" on center at the unit vent louvers.

Thanks.

BY: Matt Lombardi	ARCHITECT FIRM: John Ciardullo Associates	DATE: 8/10/2009
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CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION

RFI NO: 7

DATE:
7/20/2009

PROJECT: McClancy H.S. Soundproofing

PROJECT NO: B450789

TO: Richard Placentini

FIRM: John Ciardullo associates

FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Hydrostatic test

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: The HVAC subcontractor is ready to have a hydrostatic test performed.

RE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

Was completed on 7/30/09.

Thanks.

BY: Matt Lombardi

ARCHITECT FIRM: John Ciardullo Associates

DATE: 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION
RFI NO: 8
DATE: 7/20/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789

TO: Richard Piacentini **FIRM:** John Ciardullo Associates

FROM: Steven Bonglovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Condensate Pipe

LOCATION: Room 302

INFORMATION IS REQUIRED BY:

MESSAGE: Condensate pipe in room 302 is installed on the left side of the unit and needs to be relocated to the right side, per M2.12 typical. In addition a core hole needs to be drilled on same side. As specified.

Please advise on how to re-pipe the unit ventllator.

TE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

Provide all work as indicated on contract drawing at no additional cost.

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP	
REQUEST FOR INFORMATION	RFI NO: 9
	DATE: 7/20/2009

PROJECT: Monsignor McClancy HS	PROJECT NO:
TO: Richard Placentini	FIRM: Ciardullo Associates
FROM: Scott Durham, Kenstar Construction	

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Branch Circuits Feeding Unit Ventilators
LOCATION: Panel LP-UV3

INFORMATION IS REQUIRED BY:	7/27/2009
------------------------------------	-----------

MESSAGE:

NOTE:

At this time we are requesting information regarding the third floor corridor ceiling, in which contains the following; branch circuits in suspended ceiling feeding unit ventilators in FMC (flexible metal conduit) in addition to not being in RGS conduit as per spec we found that the wiring method used for these branch circuits feeding unit ventilators is a violation of NEC (national electric code) in the manner in which it was installed.

The violation consists of the following (6) 1 inch FMC conduits in which originate from panel LP-UV3 approximately 350 feet through drop ceiling to a pull box located in the ceiling were all conduits join together with multiple 3 phase circuits in which then they are spliced in splice box and then converted into 2 inch conduit then branched out again to feed motor controllers for roof top units.

At this time we are notifying you of this observation and would like you to let us know how you would like us to proceed with this item.

CONTRACTOR NAME: Kenstar Construction Corp.
--

REPLY
 This condition has been included in the defect list, and therefore is required as part of the scope of work.
 Use allowance in agreement.
 All electrical contract work installed for this project shall comply with NEC and NYC BEC.
 Provide conduit out of \$36,000 allowance indicated in Exhibit C P5 of 6.
 Provide unit prices for removal of greenfield, conductors and replacement with rgs or emt
 Thanks.

BY: Matt Lombardi	ARCHITECT FIRM: John Ciardullo Associates	DATE: 8/10/2009
--------------------------	--	------------------------

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION

RFI NO: 10
DATE: 7/21/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789

TO: Richard Piacentini **FIRM:** John Ciardullo associates

FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Cracked Drain Pans

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: HVAC subcontractor has discovered six unit ventilator drains that are cracked, please advise on how to proceed.

NOTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

Replace cracked drain pans.

Negotiate price with Port Authority.

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

RFI NO: 11

REQUEST FOR INFORMATION

DATE:

7/21/2009

PROJECT: McClancy H.S. Soundproofing

PROJECT NO: B450789

TO: Richard Piacentini

FIRM: John Ciardullo Associates

FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Incorrect Pipe

LOCATION: Roof Top

INFORMATION IS REQUIRED BY:

MESSAGE:

Electrical sub-contractor was on roof above mall and multipurpose room re-securing conduits and discovered that the conduits are in fact IMC aluminum conduits in lieu of the specified rigid conduits. After investigating they discovered that all of the conduits in these locations are incorrect as per the spec. 16111-20 a(1). Reference items listed A) air handling unit above mall classroom, B) AC-2 unit, C) Exhaust fan (EF-1), D) Exhaust fan (EF-3), E) Exhaust fan (EF-4), Roof above third floor A) Exhaust fan (GX-1), B) Fan (GX-2), C) (KX-1), D) (LE-2), E) (LE-1).

Please advise how to proceed

JTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

This condition is OK, it does not violate code. Leave as is.

Thanks.

BY: Matt Lombardi

ARCHITECT FIRM: John Ciardullo Associates

DATE: 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION

RFI NO: 13
DATE: 7/23/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789

TO: Richard Placentini **FIRM:** John Ciardullo Associates

FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Missing drawings

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: HVAC sub-contractor is requesting any previously approved shop drawings.

JTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

UAP is to provide a list of missing shop drawings.

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION

RFI NO: 14
DATE: 7/27/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789

TO: Richard Piacentini **FIRM:** John Ciardullo Associates

FROM: Steven Bonglovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Number of UV's

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: As per mechanical contract UAP is required to level and secure 43 UV's (line # 408), however there a total of 62 UV's on the site. Please advise.

NOTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

All unit ventilators need to be leveled and secured to the wall.
This is included in the room list on completion contract, except for two.
Please level the omitted two UV's not called out.
Line 408 does not apply to the leveling notes, ~~1-4-08~~

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION
RFI NO: 15
DATE: 7/27/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789

TO: Richard Piacentini **FIRM:** John Ciardullo Associates

FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: UV's in rooms 200 and 309

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: Mechanical sub-contractor does not have rooms 200 and 309 on there deficiency list for UV repair.
Please advise as how to proceed.

NOTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

Level and attach to wall. This note applies to all unit vents throughout the school.

If other defects are visable during process, repair as required at other locations

Negotiate price with Port Authority.

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION

RFI NO: 16
DATE: 7/27/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789
TO: Richard Piacentini **FIRM:** John Ciardullo Associates
FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Missing air vents

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: As per drawing M2.12 air vents and P/T plugs are required for the UV's however these items are not on the mechanical deficiency list, please advise.

NOTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY
OMIT, this is optional. P/T not required.

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:**

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION

RFI NO: 17
DATE: 7/30/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789
TO: Richard Piacentini **FIRM:** John Ciardullo Associates
FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Replacing missing exhaust fan.

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: Line Item 58 on the mechanical deficiency list states to replace missing exhaust fan and louver (see photo 71108 58). The relocated SF-1 is 28.5" X 28.5", see M2.05 to be installed in the new masonry opening which is 17" X 17" see A 5.02, this is a conflict. Also an electrical conduit is present in the same masonry opening, see attached photo, please advise.

NOTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

Provide a proposal for relocation of conduit and the replacement of the provided fan with a 17"x17" fan to match the existing hole for review.

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION

RFI NO:19
DATE:
7/31/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:**B450789

TO: Richard Piacentini **FIRM:** John Ciardullo Associates

FROM: Steven Bonglovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Room # 217 UV

LOCATION: _____

INFORMATION IS REQUIRED BY: _____

MESSAGE: In the main office (room 217) Unit Vent "C" risers are not tied into the hot water coil. Please advise.

TE: _____

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

Repipe.

Negotiate the price with Port Authority.

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP	
REQUEST FOR INFORMATION	RFI NO: 20
	DATE: 8/5/2009

PROJECT: McClancy H.S. Soundproofing	PROJECT NO: B450789
TO: Richard Placentini	FIRM: John Ciardullo Associates
FROM: Steven Bongiovi, Kenstar Construction	

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Kitchen and Cafeteria convectors.

LOCATION: _____

INFORMATION IS REQUIRED BY:

MESSAGE: The mechanical sub-contractor discovered missing unions, circuit setters, and control valves on the 15 convectors in the Kitchen and Cafeteria. The absence of these items may affect maintenance, control, and balancing of the system, please advise.

NOTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

See note [8] on drawing M0.01 for required contract work. Provide all valves, unions, etc indicated on drawing and specifications within project scope. If the contractor or his balancing consultant determines it necessary to install any valves for proper balancing of the entire system, these shall be installed at no added cost.

BY: Matt Lombardi	ARCHITECT FIRM: John Ciardullo Associates	DATE: 8/10/2009
--------------------------	--	------------------------

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION
RFI NO: 21
DATE: 8/5/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789

TO: Richard Piacentini **FIRM:** John Ciardullo Associates

FROM: Steven Bonglovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Paint Colors

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: In order to proceed with paint we need to get approval for colors for the following: Back of proscenium wall on stage area, Gas pipe in basement and on roof, acoustical doors in mall area, caulk in mall area, beams above typical in class rooms, second floor soffit outside class room 204, exterior locker room doors, access doors in room 201 (typical), soffit outside physics lab. Please advise.

NOTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

Colors Selected

Thanks.

BY: Matt Lombardi **ARCHITECT FIRM:** John Ciardullo Associates **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION

RFI NO:	22
DATE:	8/5/2009

PROJECT: McClancy H.S. Soundproofing | **PROJECT NO:** B450789
TO: Richard Piacentini | **FIRM:** John Ciardullo Associates
FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Mortar Color

LOCATION:

INFORMATION IS REQUIRED BY:

MESSAGE: In order to proceed with brick work within the building we need to have a mortar color approved, please advise.

NOTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY
Field match provided for interior mortar and exterior mortar.

Thanks.

BY: Matt Lombardi | **ARCHITECT FIRM:** John Ciardullo Associates | **DATE:** 8/10/2009

CONTRACTOR NAME: KENSTAR CONSTRUCTION CORP

REQUEST FOR INFORMATION

RFI NO: 23
DATE: 8/10/2009

PROJECT: McClancy H.S. Soundproofing **PROJECT NO:** B450789
TO: Richard Piacentini **FIRM:** John Clardullo Associates
FROM: Steven Bongiovi, Kenstar Construction

WE REQUEST YOUR ATTENTION (OR CONFIRMATION) REGARDING THE FOLLOWING:

SUBJECT: Mall Hot Water Convectors

LOCATION: _____

INFORMATION IS REQUIRED BY:

MESSAGE: As per Item # 47 on the deficiency list Danfoss valves have been replaced in the existing hot water convectors in the mall classroom, as per M0.01 note # 8 balancing valves are required, these valves are not present in the existing units, however they are not listed on the deficiency list. Please advise.

NOTE:

THANK YOU! WE APPRECIATE YOUR ASSISTANCE IN THIS MATTER

CONTRACTOR NAME: Kenstar Construction Corp.

REPLY

In case of any questions as to the extent of work required on an item referenced in the exhibits the contractor shall provide all associated work required for the item in the Contract Drawings and Specifications at no additional cost. In the above case, if Item #47 references a danfoss valve deficiency, the danfoss valve and all associated and related piping shall be brought up to full compliance with the contract drawings and specifications at no added cost.

BY: _____ **ARCHITECT FIRM:** _____ **DATE:** _____

Msgr. McClancy Memorial H.S. - (1) Pre Award
Correspondence - Soundproofing - (Folder 2)
2008



John Ciardullo Associates, P.C.

Memo

575 8th Avenue
New York
New York
T (212) 245-0010
www.jca-architecture.com

date: June 30, 2008

to: Mr. Joseph Mizrahi, PE
Lizardos Mechanical and Electrical Engineering
200 Old Country Road
Suite 670
Mineola, NY 11501

tel: 516.484.1020

fax: 516.484.0926

from: Richard Piacentini

cc: MMCMHS, PA-NYNY

re: Performance Bond # 103836517

Mr. Mizrahi,

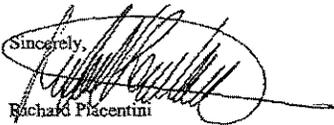
I have been instructed by the School and the Port Authority to inform you that the proposal for field investigations at the above referenced School submitted by Lizardos to the PA on March 19, 2008 above your signature in the not to exceed proposal amount of \$73,500 has been accepted by the owner and PA/FAA for the project.

The services to be provided by Lizardos are for insuring the project quality for the protection of the PA/FAA investment in the project. As such, these services are not included in the scope of design services provided by JCA under the *Owner Architect Agreement* and are also not included in the contract for construction. Based upon the above, these hourly fees will be submitted to the school along with all deliverables and any documentation necessary or requested by PA/FAA for reimbursement to the school.

Upon formal approval of your reports and your invoice a payment requisition for transfer of funds from the PA/FAA to the school will be initiated. A check will be issued to your office upon receipt of PA/FAA funds in the school's account.

If the above is acceptable, please contact this office to schedule the commencement of your on site activities.

Sincerely,


Richard Piacentini

cc: Nick Russo; Ed Pompa, Nick Melito

McClawcy H.S.
FILE (1)



John Ciardullo Associates, P.C.

Memo

575 8th Avenue
New York, NY 10018
New York
T. (212) 245-0010
www.jca-architecture.com

date: June 3, 2008

to: Brother Joseph Rocco
Monsignor McClancy Memorial HS
71-06 31st Avenue
East Elmhurst, NY 11370

tel: 860-277-8057

fax: 860-277-1303

from: Richard Piacentini

cc: Kimberly Tibbetts
Construction Services Claim
Bond & Financial Products
Travelers
One Tower Square 2S1A
Hartford, CT 06183 MMcMHS, PA-NYNJ

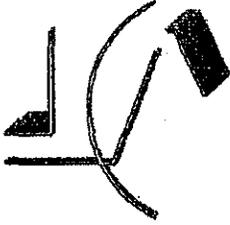
re: Performance Bond # 103836517

Brother Rocco,

A meeting was held on June 3, 2008 in the PA offices at LaGuardia Airport with Mr. Pedro Rosario to discuss the impending release of the construction completion documents by Mr. Rosario to prospective contractors for the completion of the work on the above project.

We were requested by Mr. Rosario to provide a summary of the project payment issues and the liability of the Surety to date with respect to the amount of money left to be paid out by the Owner. This Memo will attempt to address the status of all Payment issues and will include the following:

1.	The Original Contract Price	\$7,200,000.00
2.	The total amount of the recognized change orders submitted by NCJV - (See Chart below)	\$49,877.07
3.	The amount paid to the NCJV to date	(\$6,018,900.84)
4.	The amount of outstanding Owner invoices.	(\$17,250.00)
5.	The amount of excess architectural fees relating to the defaulted contract incurred to date and anticipated to project close out.	(\$168,038.00)
6.	The amount of additional engineering fees anticipated to project close out.	(\$73,500.00)
	The amount of liquidated damages chargeable since July 23, 2007 to the NC Joint Venture. The school is willing to waive all or part of the eventual total of these liquidated damages based upon the method, speed and professionalism exhibited by the Surety in the completion of the project. The charges stand at 317 days @ \$500 per day	(\$158,500.00)
	Balance to Surety	\$813,688.23



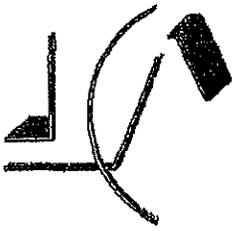
575 8th Avenue
 New York, NY 10018
New York
 T. (212) 245-0010
 www.jca-architecture.com

Prior to the meeting the PA and JCA reviewed the change orders submitted to the FAA for approval upon the recommendation of the PA Resident Engineer. A summary of the current disposition of the change order follows for your information:

Change Order Summary

June 3, 2008

Number	Description & Calculations	Amount	Action
1 (1)	Con Ed Property Line Box	\$30,869.76	FAA Accepted
	Extra of \$30,869.76 Approved and Paid	\$30,869.76	
2 (2)	Mall Ceiling Access Doors	\$6,048.03	FAA Accepted
	Extra of \$ 6,048.03 Approved and Paid	\$6,048.03	
3 (3)	Mall Ceiling Structural Support Grid	\$8,298.24	FAA Accepted
	Extra of \$ 8,298.24 Approved and Paid	\$8,298.24	
4 (4)	Classroom Trailer	(\$20,000.00)	PA Accepted
	Extra of \$106,486.52 Rescinded Credit of \$20,000.00 per NCJV proposal dated 7/3/06:	(\$20,000.00)	
5	Basket Ball Backstop Pulley Replacement	\$5,997.20	FAA Accepted
	Extra of \$ 5,997.20 Approved and Paid	\$5,997.20	
6	Gas Booster Pump Controls	\$9,328.20	PA Accepted
	Conair Proposal w/ GC 5%:	\$9,328.20	
7 (13)	Upgrade Unit ventilators	\$18,823.35	PA Accepted
	Conair proposal:	\$14,157.00	
	18 Louvers by Tinron:	\$3,770.00	
	Total (including GC 5%):	\$18,823.35	
8	Con Ed Electrical Service Upgrade Fee	\$59,971.01	PA Accepted
	Conair Proposal w/ GC 5%:	\$59,971.01	
9 (n/a)	Chiller Fence	\$8,040.00	PA Accepted
	Add (12) 4"x 4"x 1/2"x 10'-0" Galv Stl Posts		
	12 Posts and revised layout:	\$6,700.00	
	w/20% OH&P:	\$8,040.00	
10 (19)	MPR Roofs above the stage	\$0.00	PA Disapproved*
	Elite Roofing Proposal:	\$16,500.00	
	w/ 5% GC OH&P:	\$17,325.00	
11 (18)	Roofing for Mall Classroom	\$0.00	PA Disapproved*
	Elite Roofing Proposal:	\$19,350.00	
	w/ 5% GC OH&P:	\$20,317.50	
12 (n/a)	Horizontal Mtl Chases (Credit)	(\$114,750.00)	PA Accepted
	NCJV Sched'd value:	(\$135,000.00)	
	Contingencies & General Provisions 15%:	\$20,250.00	
	Total Credit amount:	(\$114,750.00)	
13 (26)	Steel supports for Expansion Tanks in MER	\$5,870.00	PA Accepted
	Subcontractor work:	\$6,400.00	
	w/ %5 GC OH&P:	\$6,720.00	
	Minus \$ 850.00 Credit for original installation:	\$5,870.00	
14 (n/a)	Install new Gas Meter and Strainer	\$2,962.76	PA Accepted
	Global Plumbing Proposal:	\$2,821.68	
	w/ 5% GC OH&P:	\$2,962.76	



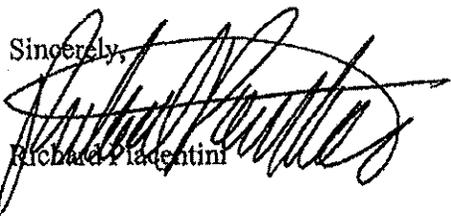
575 8th Avenue
New York, NY 10018
New York
T. (212) 245-0010
www.joa-architecture.com F.

Number	Description & Calculations	Amount	Action
15 (12)	Redesigned Gym Ductwork	\$9,261.95	PA Accepted
	Subcontractor proposal:	\$8,820.90	
	w/ 5% GC OH&P:	\$9,261.95	
16 (27)	Protection for chiller	\$2,617.92	PA Accepted
	Provide protective net over chillers:	\$2,181.60	
	w/ 20% OH&P:	\$2,617.92	
17 (20)	Replacement Motorized Valves	\$7,489.65	PA Accepted
	Conair Proposal:	\$7,133.00	
	w/ GC 5%:	\$7,489.65	
18	Steel Lintels at Stage	\$1,155.00	PA Accepted
	Proposal:	\$1,155.00	
19	Hexagonal Windows in MP Room	\$2,394.00	PA Accepted
	Proposal:	\$2,394.00	
20	Lizardos Engineering Proposal	\$73,500.00	PA Accepted
	Proposal:	\$73,500.00	
21	Credit for Unit Plumbing Work Not Performed	(\$68,000.00)	PA Accepted
	From Bid Analysis Sheet:	(\$68,000.00)	
	Subtotal	\$49,877.07	

The status of these Change orders is noted in the Action column and the Port Authority has stated at the meeting that the Acceptance of the CO's by the PA noted above will be supported by future FAA action.

CO #10 After review of the facts of the contract and the conditions on site, The PA has determined that: **asbestos removal contractor's operations were subject to the approval and coordination of the general contractor, NCJV. The conflict between the asbestos removal documents and the general construction work requirements was within the general contractor's responsibility.**

CO #11 After review of the facts of the contract and the conditions on site, The PA has determined that the **Mall Roof replacement is required due to avoidable damages caused by NCJV operations on the roof.**

Sincerely,

Richard Placentini

Pompa, Ed

To: Vero, Anthony; Jaffery, Zaheer
Cc: Caban, Wally; RPiacentini@JCA-Architecture.com
Subject: McClancy H.S. Change Order #22

Tony,

I am in receipt of change order #22 for the above subject school, and upon review and discussions with the school, Engineer of record, and the LaGuardia Resident Engineer's office personnel, we find the request to be fair, reasonable and justified.

Therefore with your approval The R.E.O. is forwarding the backup paper work to Aviation recommending approval and request that it be forwarded to the FAA for their approval.

Thanks

Ed.

5/16/2008

Ex. 5

-----Original Message-----

From: Pompa, Ed

Sent: Friday, May 16, 2008 11:41 AM

To: Vero, Anthony; Jaffery, Zaheer

Cc: Caban, Wally; 'RPiacentini@JCA-Architecture.com'

Subject: McClancy H.S. Change Order #22

Tony,

I am in receipt of change order #22 for the above subject school, and upon review and discussions with the school, Engineer of record, and the LaGuardia Resident Engineer's office personnel, we find the request to be fair, reasonable and justified. Therefore with your approval The R.E.O. is forwarding the backup paper work to Aviation recommending approval and request that it be forwarded to the FAA for their approval.

Thanks

Ed.

5/16/2008



MONSIGNOR MCCLANCY MEMORIAL HIGH SCHOOL
BROTHERS OF THE SACRED HEART

OFFICE OF THE PRESIDENT

BROTHER JOSEPH ROCCO, SC, ED.D
PRESIDENT

May 13, 2008

Mr. Edward Pompa
Port Authority of NY & NJ
LaGuardia Airport
Resident Engineer's Office
Central Terminal Room 3927
Flushing, NY 11365

Re: Monsignor McClancy Memorial High School

Dear Mr. Pompa,

As you are aware, the school has defaulted the joint venture contractors engaged for the PA/FAA funded soundproofing project.

As a result of the default action taken by the school against the contractor, the extension of the contract has placed a hardship on the school and the Architect of Record who has been providing required contract administration services beyond their contractual obligations at our request, to this point, without further payment. Furthermore, the surety has dismissed the joint venture and we are going to need our architects to lead us.

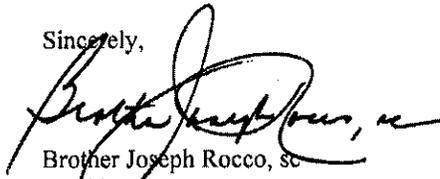
At this time their services have already extended more than 14 months beyond the contract period and without the assistance of the Port Authority, we cannot in good faith continue to incur additional expenses. Should the contract be terminated, we believe the project cannot be completed.

Although the school has been assessing liquidated damages against the contractor and the bonding company, the use of this revenue to pay JCA in any timely manner is impossible as the surety has challenged this assessment and has so far failed to make good on any payment for these charges. In addition, the general lack of progress has also failed to produce any substantial progress payments from which these damages could even be back charged.

At this time some accommodation for the Architect's fees is required. We have received the attached change order request from JCA which we believe is essential to the project and which we have been told has already been reviewed in your office and has received PAREO agreement in principle, that this Supplemental Agreement request is justified.

If you require additional information, please contact our Attorney.

Sincerely,



Brother Joseph Rocco, SC
President

RECEIVED
PORT AUTHORITY NY/NJ

MAY 15 2008

LaGuardia Airport,
Central Terminal Building
Resident Engineer's Office

AIA Document G701™ – 2001

MAY 15 2008

Change Order

LaGuardia Airport,
Central Terminal Building
Resident Engineer's Office

PROJECT (Name and address): McClancy HS 71-06 31st Avenue East Elmhurst, NY 11370	CHANGE ORDER NUMBER: 22 DATE: May 6, 2008	OWNER: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Nagan Conair JV 226 Wanser Avenue Inwood, NY 11096	ARCHITECT'S PROJECT NUMBER: LGA 841-099 CONTRACT DATE: June 30, 2005 CONTRACT FOR: General Construction	ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/>
		PORT AUTHORITY OF NY AND NJ: <input checked="" type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The contract for Architectural Construction Administration runs concurrently with the period for school construction work. Due to the failure of the GC to complete the work in the 519 calendar days stipulated in the Contract for construction ending on February 12, 2007, through his own fault and no fault of our own, and the subsequent default of contract filed by the owner on October 29, 2007, against the GC, additional architectural, engineering and testing services have been expended and will be required for the continuation of contract administration past that date until project completion is achieved. The liquidated damages clause has been activated since July 25, 2007 but disputed by the bonding company and collection of this penalty is doubtful within any reasonable time frame.

Without the immediate funding of these necessary and continuing services, the project completion services by the Architect of Record and their sub consultants as required for project close out certification by the PA and FAA can not be provided.

In order to protect PA/FAA investment in the program, this contract change requires:

1. Construction administration work for additional services BY JCA completed between February 12, 2007 and February 29, 2008, that are not included in the contract between the school and Architect, based upon time records, and invoices for reimbursable expenses in the amount of \$69,009.19 attached,
2. Construction administration work for additional services to be provided BY JCA with consultant support required by the continuing default action against the Contractor between March 1, 2008 and December 31, 2008 that are not included in the contract between the school and Architect, in the attached, not to exceed lump sum fee proposal of \$100,000.00
3. Additional reimbursable expenses for the services of Lizardos engineering in the amount indicated on the attached proposal of \$73,500.00 to establish the value of defaulted HVAC contract work in place and all work required for completion of all engineering systems.

The amount of this contract change has been made necessary by the failure of the selected low bid contractor to complete the project to the standard of quality required by the contract in the time allotted and the ensuing contract default resulting from action taken by the owner against said contractors is \$242,509.19.

Based upon the above, we request the above proposal be accepted for the above referenced periods of time.

The original Contract Sum was	\$	<u>7,200,000.00</u>
The net change by previously authorized Change Orders	\$	<u>(19,160.35)</u>
The Contract Sum prior to this Change Order was	\$	<u>7,180,839.65</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>242,509.19</u>
The new Contract Sum including this Change Order will be	\$	<u>7,423,348.84</u>

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is July 23, 2007

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

John Ciardullo Associates

ARCHITECT (Firm name)

575 8th Ave, 20th Floor, New York, NY

10018

ADDRESS

BY (Signature)

John Ciardullo

(Typed name)

May 6, 2008

DATE

Surety for Nagan Contracting

CONTRACTOR (Firm name)

ADDRESS

BY (Signature)

(Typed name)

DATE

Brothers of the Sacred Heart

OWNER (Firm name)

71-06 31st Avenue, East Elmhurst, NY

11378

ADDRESS

BY (Signature)

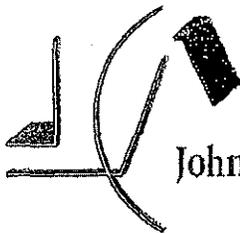
Brother Joseph Rocco

(Typed name)

DATE

05/13/08

SICARDULLO
10-010



John Ciardullo Associates, P.C.

March 5, 2008

Brother Robert Connolly
Msgr. McClancy Memorial HS
71-06 31st Avenue
East Elmhurst, NY 11370

Project: Msgr. McClancy Memorial HS Soundproofing
Invoice No.: 13
Period: February 12, 2007 to Feb 29, 2008

BREAKDOWN FOR PROFESSIONAL SERVICES RENDERED ON THE ABOVE PROJECT

Total JCA Payroll Cost	\$ 68,038.00
FedEx	\$ 971.19
Messenger	\$ -
Total Due at this Time	\$69,009.19

JCA Payroll Summary

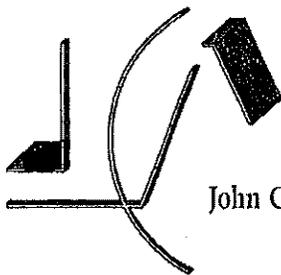
Month	Employee	Total Hours	Hourly Rate	Amount
February '07	Richard Piacentini	24.00	\$134.00	\$3,216.00
	Nelson Para	64.50	\$70.00	\$4,515.00
March '07	Richard Piacentini	9.00	\$134.00	\$1,206.00
	Nelson Para	115.50	\$70.00	\$8,085.00
April '07	Richard Piacentini	19.00	\$134.00	\$2,546.00
	Nelson Para	92.50	\$70.00	\$6,475.00
May '07	Richard Piacentini	2.00	\$134.00	\$268.00
	Nelson Para	86.60	\$70.00	\$6,055.00
June '07	Richard Piacentini	6.00	\$134.00	\$804.00
	Nelson Para	84.00	\$70.00	\$5,880.00
July '07	Richard Piacentini	13.00	\$134.00	\$1,742.00
	Nelson Para	83.50	\$70.00	\$5,845.00
August '07	Richard Piacentini	20.00	\$134.00	\$2,680.00
	Nelson Para	89.00	\$70.00	\$6,230.00

Federal ID # 13-3066221

Page 1 of 2

575 8th Avenue, 20th Flr New York, NY 10018
T: 212-245-0010 E: 212-245-0020
www.jca-architecture.com

interiors
architecture **planning**



John Ciardullo Associates, P.C.

March 5, 2008

Brother Robert Connolly
Msgr. McClancy Memorial HS
71-06 31st Avenue
East Elmhurst, NY 11370

Project: Msgr. McClancy Memorial HS Soundproofing
Invoice No.: 13
Period: February 12, 2007 to Feb 29, 2008

**BREAKDOWN FOR PROFESSIONAL SERVICES
RENDERED ON THE ABOVE PROJECT**

Total JCA Payroll Cost	\$ 68,038.00
FedEx	\$ 971.19
Messenger	\$ -
Total Due at this Time	\$69,009.19

JCA Payroll Summary

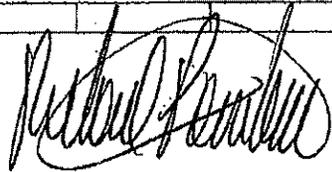
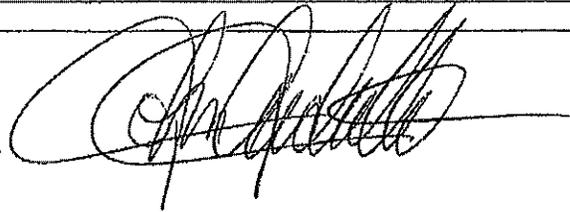
Month	Employee	Total Hours	Hourly Rate	Amount
September '07	Richard Piacentini		\$134.00	\$0.00
	Nelson Para	50.00	\$70.00	\$3,500.00
October '07	Richard Piacentini	24.00	\$134.00	\$3,216.00
	Nelson Para	82.50	\$70.00	\$5,775.00
November '07	Richard Piacentini	37.00	\$134.00	\$4,958.00
	Nelson Para	87.50	\$70.00	\$6,125.00
December '07	Richard Piacentini	25.00	\$134.00	\$3,350.00
	Nelson Para	41.50	\$70.00	\$2,905.00
January '08	Richard Piacentini	26.00	\$134.00	\$3,484.00
	Nelson Para	60.00	\$70.00	\$4,200.00
February '08	Richard Piacentini	10.00	\$134.00	\$1,340.00
	Nelson Para	62.50	\$70.00	\$4,375.00

Total billable hours	\$68,038.00
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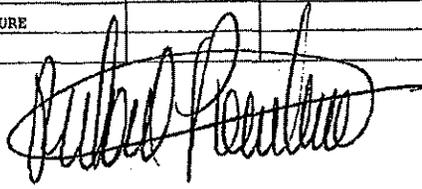
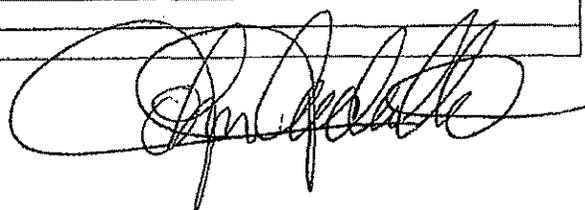
Richard Place	Feb-07	1	2	3	4	5	6	7	8	9	10	11	12	13	Sick	Vacation	Holiday	Total
	Total	11.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	11.0
02/01/07	Belden House Report	1																1
02/02/07	Report																	
02/03/07	PS 148X A/C		1															1
02/04/07	Phase III Construction Admin																	
02/05/07	PS 195Q A/C			1														1
02/06/07	Phase III Construction Admin																	
02/07/07	College of Aeronautics				1													1
02/08/07	Stage I Acoustic Report																	
02/09/07	St. Stephen's Soundproofing					6												6
02/10/07	Phase III Construction																	
02/11/07	McKinley School							2										2
02/12/07	Phase III BID & Construction																	
02/13/07	Westchester Country Club Orig																	
02/14/07	Phase III Construction																	
02/15/07	Stevenson HS Restructuring																	
02/16/07	Phase I Scope Report																	
02/17/07	McClane								4									4
02/18/07	Phase III Construction Admin																	
02/19/07	Bovis Lend Lease																	
02/20/07	Change Order 6																	
02/21/07	Belt Rabat																	
02/22/07	Phase II/III Design/Construction																	
02/23/07	St Michael's Sound												1					1
02/24/07	Phase III																	
02/25/07	Computer and/or Admin																	
02/26/07	Computer Maintenance, Telephones																	
02/27/07	Sick/Personal																	
02/28/07	Vacation																	
02/29/07	Holiday																	
02/30/07	Total																	11
	172.0	0	5	3	61	34	20	0	0	29	13	2	25	116	0	8.0	8	172.0

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Year:	2007	PROJECT TITLE
Feb-07		McClancy
	STAFF MEMBER:	
		Richard Piacentini
DATE	HOURS	TASK/STAGE
	WORKED	Phase III Construction Admin
1		
2	4	minutes
3		
4		
5		
6		
7		
8		
9	1	Summary
10		
11		
12	4	meeting
13	4	C.O. Review
14	2	C.O. Review
15		
16		
17		
18		
19		
20	3	letter
21		
22	4	Default meeting
23		
24		
25		
26		
27	3	NCR Review
28	4	NCR Review
29		
30		
31		
	29	

Year:	2006	PROJECT TITLE
Mar-07		McClancy
		STAFF MEMBER:
		Richard Piacentini
DATE	HOURS	TASK/STAGE
	WORKED	Phase III Construction Admin
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13	5	Site Meeting
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26	4	Site Meeting
27		
28		
29		
30		
31		
	9	
JCA STAFF MEMBER SIGNATURE		

Year:	2006	PROJECT TITLE
Month:		McClancy
Apr-07	STAFF MEMBER:	
	Richard Piacentini	
DATE	HOURS	TASK/STAGE
	WORKED	Phase III Construction Admin
1		
2		
3		
4		
5		
6		
7		
8		
9	1	Contract Admin Services Review
10		
11		
12	1	Contract Admin Services Review
13		
14		
15		
16		
17	1	Contract Admin Services Review
18		
19	4	C.O. Review
20	5	C.O. Review Meeting
21		
22		
23	3	Site
24		
25		
26		
27		
28		
29		
30	4	Meeting
31		
	19	

Richard Place	May-07	1	2	3	4	5	6	7	8	9	10	11	12	13	SICK	Vacation	Holiday	Total	
	Total	184.0	10	6	3	16	29	19	0	0	0	2	9	0	0	23	45	8	184.0
05/01/07	8.0																		8
05/02/07	9.0	PS 399 Swimming Pool																	9
05/03/07	8.0	Pool Design																	8
05/04/07	8.0	PS 146X A/C																	8
05/05/07	0.0	Phase III Construction Admin																	0
05/06/07	0.0	PS 195Q A/C																	0
05/07/07	8.0	Phase III Construction Admin																	8
05/08/07	8.0	College of Aeronautics																	8
05/09/07	9.0	Stage I Acoustic Report																	9
05/10/07	9.0	St. Stephen's Soundproofing																	9
05/11/07	9.0	Phase III Construction																	9
05/12/07	0.0	McKinley School																	0
05/13/07	0.0	Phase III BID & Construction																	0
05/14/07	8.0	Westchester Country Club Orig																	8
05/15/07	8.0	Phase III Construction																	8
05/16/07	8.0	PS 49 Structural																	8
05/17/07	8.0	Phase II Construction Docs																	8
05/18/07	0.0	McClancy																	0
05/19/07	0.0	Phase III Construction Admin																	0
05/20/07	8.0	Bovis Lend Lease																	8
05/21/07	8.0	Change Order 6																	8
05/22/07	8.0	Belt Raban																	8
05/23/07	9.0	Phase III/III Design/Construction																	9
05/24/07	9.0	St Michael's Sound																	9
05/25/07	9.0	Phase III																	9
05/26/07	0.0	Computer and/or Admin																	0
05/27/07	0.0	Computer Maintenance, Telephone																	0
05/28/07	8.0	Sick/Personal																	8
05/29/07	8.0	Vacation																	8
05/30/07	8.0	Holiday																	8
05/31/07	8.0	Total																	8

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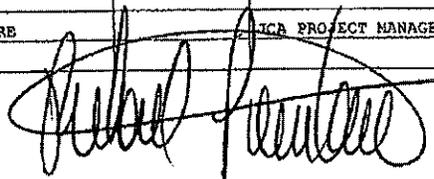
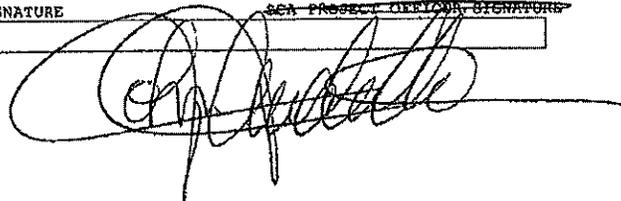
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Year:	2006	PROJECT TITLE
Month:		McClancy
May-07		STAFF MEMBER:
		Richard Fiacentini
DATE	HOURS	TASK/STAGE
	WORKED	Phase III Construction Admin
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22	2	Construction Administrative services Review
23		
24		
25		
26		
27		
28		
29		
30		
31		
	2	

JCA STAFF MEMBER SIGNATURE

JCA PROJECT MANAGER SIGNATURE

JCA PROJECT OFFICER SIGNATURE

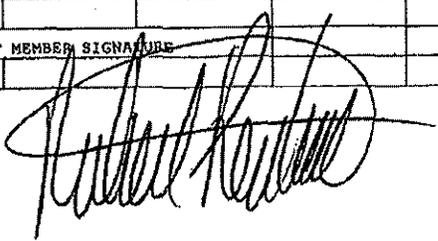
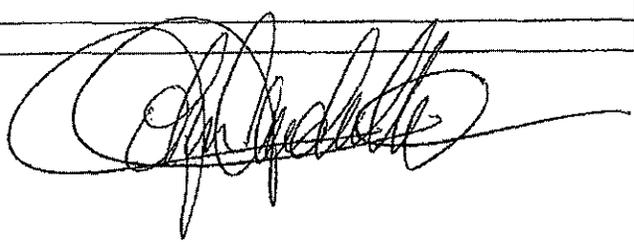



Richard Place	Jun-07	1	2	3	4	5	6	7	8	9	10	11	12	13	SICK	Vacation	Holiday	Total
	Total	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/01/07	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/03/07	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	06/04/07	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/05/07	8.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0
	06/06/07	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0
	06/07/07	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0
	06/08/07	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/09/07	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	06/10/07	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	06/11/07	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/12/07	9.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0
	06/13/07	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/14/07	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/15/07	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0
	06/16/07	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	06/17/07	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	06/18/07	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/19/07	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/20/07	9.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	11.0
	06/21/07	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/22/07	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/23/07	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	06/24/07	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	06/25/07	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0
	06/26/07	9.0	2.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0
	06/27/07	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0
	06/28/07	9.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	9.0
	06/29/07	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
	06/30/07	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	Total	177.0	9.0	9.0	5.0	29.0	33.0	20.0	6.0	0.0	8.0	17.0	0.0	16.0	24.0	0.0	0.0	177.0

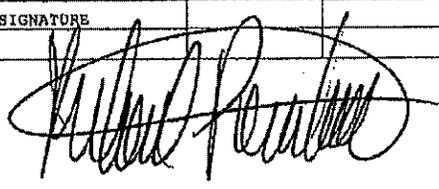
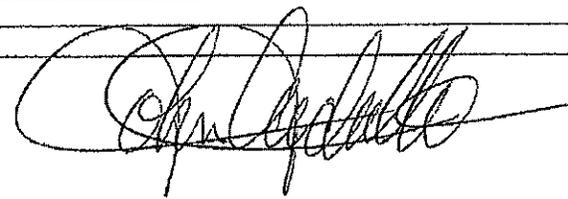
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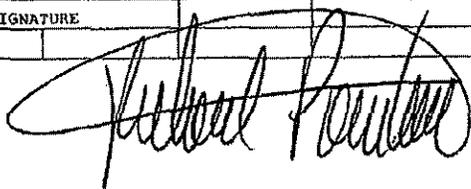
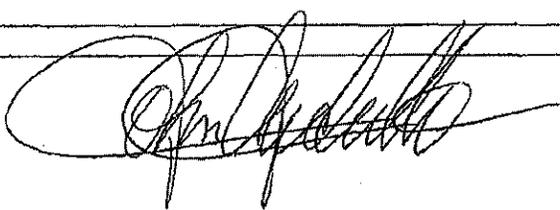
Year:	2007	PROJECT TITLE
Jun-07		McClancy
	STAFF MEMBER:	
		Richard Piacentini
DATE	HOURS	TASK/STAGE
	WORKED	Phase III Construction Admin
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14	2	Construction Administration
15	1	Construction Administration
16		
17		
18		
19		
20	3	meeting
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
	6	
JCA STAFF MEMBER SIGNATURE		

Year:	2007	PROJECT TITLE
Jul-07		McClancy
	STAFF MEMBER:	
		Richard Piacentini
DATE	HOURS	TASK/STAGE
	WORKED	Phase III Construction Admin
1		
2		
3		
4		
5	2	Notive
6	2	Notice
7		
8		
9		
10	2	RFI
11	1	NCR
12	2	NCR
13		
14		
15		
16		
17		Contract Administration
18	3	
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30	1	Contract Administration
31		
	13	
JCR STAFF MEMBER SIGNATURES		

Year:	2007	PROJECT TITLE
Aug-07		McClancy
		STAFF MEMBER:
		Richard Piacentini
DATE	HOURS	TASK/STAGE
	WORKED	Phase III Construction Admin
1	3	Phase III Construction Admin
2	1	Phase III Construction Admin
3	1	Phase III Construction Admin
4		
5		
6		
7		
8		
9		
10		
11		
12		
13	9	Phase III Construction Admin
14		
15		
16		
17		
18		
19		
20		
21	4	Phase III Construction Admin
22		
23		
24		
25		
26		
27		
28		
29		
30		
31	2	Phase III Construction Admin
	20	
JCA STAFF MEMBER SIGNATURE		

Oct-07

PROJECT TITLE

PS-146X A7C
M

M. C. Piacentini

STAFF MEMBER:

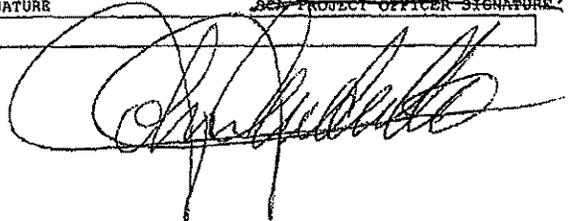
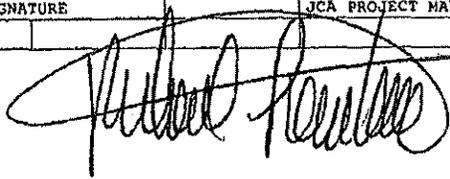
hard Piacentini

DATE	HOURS	TASK/STAGE
	WORKED	Phase III Construction Admin (Additional Service)
1	1	Construction Administration
2	2	Construction Administration
3	1	Construction Administration
4	1	Construction Administration Default
5	4	Meeting
6		
7		
8		
9	1	Construction Administration
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22	2	Construction Administration
23	4	Meeting for Default
24	4	Default Letter
25	2	Default Letter
26	1	Default Letter
27		
28		
29		
30		
31	1	Default Letter
	24	

JCA STAFF MEMBER SIGNATURE

JCA PROJECT MANAGER SIGNATURE

JCA PROJECT OFFICER SIGNATURE



Richard Place	Nov-07	1	2	3	4	5	6	7	8	9	10	11	12	13	SICK	Vacation	Holiday	Total
	Total																	8
11/01/07	8.0																	8
11/02/07	9.0																	9
11/03/07	0.0																	0
11/04/07	0.0																	0
11/05/07	8.0																	8
11/06/07	9.0																	9
11/07/07	9.0																	9
11/08/07	7.0																	7
11/09/07	9.0																	9
11/10/07	0.0																	0
11/11/07	0.0																	0
11/12/07	9.0																	9
11/13/07	8.0																	8
11/14/07	8.0																	8
11/15/07	9.0																	9
11/16/07	9.0																	9
11/17/07	0.0																	0
11/18/07	0.0																	0
11/19/07	9.0																	9
11/20/07	9.0																	9
11/21/07	8.0																	8
11/22/07	8.0																	8
11/23/07	8.0																	8
11/24/07	0.0																	0
11/25/07	0.0																	0
11/26/07	8.0																	8
11/27/07	9.0																	9
11/28/07	9.0																	9
11/29/07	9.0																	9
11/30/07	9.0																	9
12/01/07	0.0																	0
	188.0																	188.0

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Year:	2006	PROJECT TITLE
Nov-07		McClancy
		STAFF MEMBER:
		Richard Placentini
DATE	HOURS	TASK/STAGE
	WORKED	Phase III Construction Admin
1		
2		
3		
4		
5		
6	2	Construction Administration - Default Activities
7	6	Construction Administration - Default Activities
8	2	Construction Administration - Default Activities
9	2	Construction Administration - Default Activities
10		
11		
12		
13	1	Construction Administration - Default Activities
14		
15	4	Construction Administration - Default Activities
16	2	Construction Administration - Default Activities
17		
18		
19	6	Construction Administration - Default Activities
20		
21		
22		
23		
24		
25		
26		
27		
28	6	Construction Administration - Default Activities
29	3	Construction Administration - Default Activities
30	3	Construction Administration - Default Activities
31		
	37	
JCA STAFF MEMBER SIGNATURE		

Two handwritten signatures are present below the signature line. The signature on the left is 'Richard Placentini' and the signature on the right is another staff member's name, both written in cursive.

Richard Place	Dec-07	12/01/07	12/02/07	12/03/07	12/04/07	12/05/07	12/06/07	12/07/07	12/08/07	12/09/07	12/10/07	12/11/07	12/12/07	12/13/07	12/14/07	12/15/07	12/16/07	12/17/07	12/18/07	12/19/07	12/20/07	12/21/07	12/22/07	12/23/07	12/24/07	12/25/07	12/26/07	12/27/07	12/28/07	12/29/07	12/30/07	12/31/07		
	Total	0.0	0.0	10.0	8.0	8.0	10.0	10.0	0.0	0.0	10.0	9.0	9.0	8.0	9.0	0.0	8.0	8.0	9.0	9.0	6.0	0.0	0.0	8.0	8.0	8.0	9.0	8.0	0.0	0.0	8.0	182.0		
	PS 146 Q Closeout	1																																
	Closeout																																	
	PS 146X A/C	2																																
	Phase III Construction Admin (Addit																																	
	PS 196Q A/C	3																																
	Phase III Construction Admin																																	
	College of Aeronautics	4																																
	Stage I Acoustic Report																																	
	St. Stephen's Soundproofing	5																																
	Phase III Construction																																	
	McKinley School	6																																
	Phase III BID & Construction																																	
	Lawrence School	7																																
	Contract																																	
	PS 49 Structural	8																																
	Phase II Construction Docs																																	
	McCiancy	9																																
	Phase III Construction Admin																																	
	Bovis Lend Lease	10																																
	Change Order 5																																	
	Bovis Lend Lease	11																																
	Const Admin																																	
	St Michael's Sound	12																																
	Phase III																																	
	Computer and/or Admin	13																																
	Computer Maintenance, Telephone																																	
	Sick/Personal	SICK																																
	Vacation																																	
	Holiday																																	
	Total	0	0	10	8	8	10	10	0	0	10	9	9	8	9	0	8	8	9	9	6	0	0	8	8	8	9	8	0	0	8	182.0		

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Year:	2007	PROJECT TITLE
Dec-07		McClancy
	STAFF MEMBER:	
		Richard Piacentini
DATE	HOURS	TASK/STAGE
	WORKED	Phase III Construction Admin
1		
2		
3	6	Default Activities
4	4	Default Activities
5		
6	5	Default Activities
7	6	Default Activities
8		
9		
10	4	Default Activities
11		
12		
13		
14		
15		
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29		
30		
31		
	25	
JCA STAFF MEMBER SIGNATURE		

Richard Piacentini

John [unclear]

Year:	2008	PROJECT TITLE
Jan-08		McClancy
	STAFF MEMBER:	
		Richard Placentini
DATE	HOURS	TASK/STAGE
	WORKED	Phase III Construction Admin
1		
2		
3		
4	4	Default Activities
5		
6		
7	2	Default Activities
8		
9		
10		
11	5	Default Activities
12		
13		
14	3	Default Activities
15	5	Default Activities
16	5	Default Activities
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29	2	Default Activities
30		
31		
	26	
JCA STAFF MEMBER SIGNATURE		

Richard Placentini

[Signature]

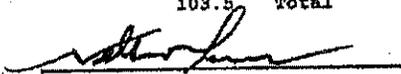
Richard Place	Feb-08	1	2	3	4	5	6	7	8	9	10	11	12	13	SICK	Total
	Total	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
02/01/08	0.0															0
02/02/08	0.0															0
02/03/08	0.0															0
02/04/08	9.0															9
02/05/08	10.0		5 FID													10
02/06/08	10.0															10
02/07/08	8.0		2 RE													8
02/08/08	8.0															8
02/09/08	0.0															0
02/10/08	0.0															0
02/11/08	8.0															8
02/12/08	9.0	2 CID	3													10
02/13/08	10.0	5	2													10
02/14/08	10.0															10
02/15/08	8.0															8
02/16/08	0.0															0
02/17/08	0.0															0
02/18/08	12.0															12
02/19/08	9.0															9
02/20/08	8.0															8
02/21/08	9.0															9
02/22/08	8.0															8
02/23/08	0.0															0
02/24/08	0.0															0
02/25/08	10.0															10
02/26/08	10.0	2	4													10
02/27/08	6.0															6
02/28/08	9.0	2														9
02/29/08	11.0															11
03/01/08	0.0															0
03/02/08	0.0															0
	191.0	11	16	0	0	66	14	25	0	10	0	0	0	14	0	193.0

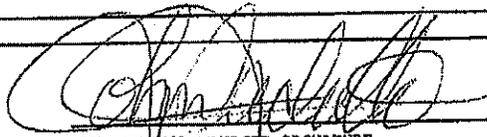
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February-07		PROJECT TITLE McClanney HS Spundproofing
		STAFF MEMBER: Nelson Parra
DATE	HOURS WORKED	TASK/STAGE
		Phase 3
1	5.5	site
2	4	CA
3		
4		
5	7	site, CA
6	6.5	site, CA
7	4.5	CA
8	5	CA
9	6.5	CA
10		
11		
12	7	site, CA
13	3.5	CA
14	5.5	CA
15	4	CA
16	7	site, CA
17		
18		
19		
20	6	CA
21	8	site
22	6	Mtg @ PA
23	5.5	CA
24		
25		
26	6	Site
27	4	CA
28	2	CA
29		
30		
31		

103.5 Total


JCA STAFF MEMBER SIGNATURE


JCA PROJECT MANAGER SIGNATURE

~~SEA PROJECT OFFICER SIGNATURE~~

Mar-07		Total		SICK/VACATION/LEAVE	
Thu Mar 01 2007	8.0	1	McClaney HS Roundproofing		
Fri Mar 02 2007	8.0	2	Phase 3		
Sat Mar 03 2007	0.0				
Sun Mar 04 2007	0.0				
Mon Mar 05 2007	8.0	3	St. Michael's Ventilation		
Tue Mar 06 2007	8.0	4	Phase 3		
Wed Mar 07 2007	8.0	5	St. Michael's Windows		
Thu Mar 08 2007	8.0	6	Phase 3		
Fri Mar 09 2007	8.0	7	Job #4		
Sat Mar 10 2007	0.0		Description		
Sun Mar 11 2007	0.0		Job #5		
Mon Mar 12 2007	8.0	8	Description		
Tue Mar 13 2007	8.0	9	Job #6		
Wed Mar 14 2007	8.0	10	Description		
Thu Mar 15 2007	8.0	11	Job #7		
Fri Mar 16 2007	8.0	12	Description		
Sat Mar 17 2007	8.0	13	Job #8		
Sun Mar 18 2007	0.0		Description		
Mon Mar 19 2007	8.0	14	Job #9		
Tue Mar 20 2007	8.0	15	Description		
Wed Mar 21 2007	8.0	16	JCA Office		
Thu Mar 22 2007	8.0	17	General Office		
Fri Mar 23 2007	8.0	18	Personal		
Sat Mar 24 2007	0.0		Sick		
Sun Mar 25 2007	0.0		Vacation		
Mon Mar 26 2007	8.0	19	Holiday		
Tue Mar 27 2007	8.0	20	Total		
Wed Mar 28 2007	8.0	21			
Thu Mar 29 2007	8.0	22			
Fri Mar 30 2007	8.0	23			
Sat Mar 31 2007	8.0	24			
Total	192.0	24			

Key:
 CA = Construction Administration
 CD = Construction Documents
 SM = Site Visit/Meeting

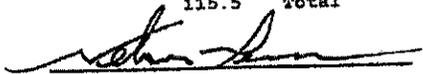
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[Handwritten Signature]

P S V M W

March-07		PROJECT TITLE McClanay HS Soundproofing
		Not Billable
		STAFF MEMBER: Nelson Parra
DATE	HOURS WORKED	TASK/STAGE
		Phase 3
1	4.5	CA
2	4	CA
3		
4		
5	8	Site, CA
6	1.5	CA
7	4	CA
8	7	Site, CA
9	1	CA
10		
11		
12	8	CA
13	6	Site
14	7.5	CA
15	7	CA
16	5	CA
17		
18		
19	6	Site, CA
20	5	CA
21	5.5	CA
22	8	CA
23	6.5	CA
24		
25		
26	4.5	Site, CA
27	3.5	CA
28	4	CA
29	5	CA
30	4	CA
31		

115.5 Total


 JCA STAFF MEMBER SIGNATURE

 JCA PROJECT MANAGER SIGNATURE

 SCA PROJECT OFFICER SIGNATURE

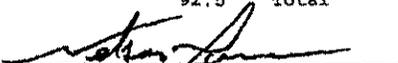
Nelson Peres

Apr-07

Job #	Description	Start Date	End Date	Hours	Rate	Total
1	McClancy HS Soundproofing	Mon Apr 02 2007	Mon Apr 02 2007	8.0	4.00	32.0
2	St. Michael's Ventilation	Tue Apr 03 2007	Tue Apr 03 2007	8.0	4.00	32.0
3	St. Michael's Windows	Wed Apr 04 2007	Wed Apr 04 2007	8.0	4.00	32.0
4	Job #4	Thu Apr 05 2007	Thu Apr 05 2007	8.0	4.00	32.0
5	Job #5	Fri Apr 06 2007	Fri Apr 06 2007	8.0	4.00	32.0
6	Job #6	Sat Apr 07 2007	Sat Apr 07 2007	8.0	4.00	32.0
7	Job #7	Sun Apr 08 2007	Sun Apr 08 2007	8.0	4.00	32.0
8	Job #8	Mon Apr 09 2007	Mon Apr 09 2007	8.0	4.00	32.0
9	Job #9	Tue Apr 10 2007	Tue Apr 10 2007	8.0	4.00	32.0
10	JCA Office	Wed Apr 11 2007	Wed Apr 11 2007	8.0	4.00	32.0
	General Office	Thu Apr 12 2007	Thu Apr 12 2007	8.0	4.00	32.0
	Personal	Fri Apr 13 2007	Fri Apr 13 2007	8.0	4.00	32.0
	Sick	Sat Apr 14 2007	Sat Apr 14 2007	8.0	4.00	32.0
	Vacation	Sun Apr 15 2007	Sun Apr 15 2007	8.0	4.00	32.0
	Holiday	Mon Apr 16 2007	Mon Apr 16 2007	8.0	4.00	32.0
		Tue Apr 17 2007	Tue Apr 17 2007	8.0	4.00	32.0
		Wed Apr 18 2007	Wed Apr 18 2007	8.0	4.00	32.0
		Thu Apr 19 2007	Thu Apr 19 2007	8.0	4.00	32.0
		Fri Apr 20 2007	Fri Apr 20 2007	8.0	4.00	32.0
		Sat Apr 21 2007	Sat Apr 21 2007	8.0	4.00	32.0
		Sun Apr 22 2007	Sun Apr 22 2007	8.0	4.00	32.0
		Mon Apr 23 2007	Mon Apr 23 2007	8.0	4.00	32.0
		Tue Apr 24 2007	Tue Apr 24 2007	8.0	4.00	32.0
		Wed Apr 25 2007	Wed Apr 25 2007	8.0	4.00	32.0
		Thu Apr 26 2007	Thu Apr 26 2007	8.0	4.00	32.0
		Fri Apr 27 2007	Fri Apr 27 2007	8.0	4.00	32.0
		Sat Apr 28 2007	Sat Apr 28 2007	8.0	4.00	32.0
		Sun Apr 29 2007	Sun Apr 29 2007	8.0	4.00	32.0
		Mon Apr 30 2007	Mon Apr 30 2007	8.0	4.00	32.0
		Tue May 01 2007	Tue May 01 2007	8.0	4.00	32.0
		Wed May 02 2007	Wed May 02 2007	8.0	4.00	32.0
		Thu May 03 2007	Thu May 03 2007	8.0	4.00	32.0
		Fri May 04 2007	Fri May 04 2007	8.0	4.00	32.0
		Sat May 05 2007	Sat May 05 2007	8.0	4.00	32.0
		Sun May 06 2007	Sun May 06 2007	8.0	4.00	32.0
		Mon May 07 2007	Mon May 07 2007	8.0	4.00	32.0
		Tue May 08 2007	Tue May 08 2007	8.0	4.00	32.0
		Wed May 09 2007	Wed May 09 2007	8.0	4.00	32.0
		Thu May 10 2007	Thu May 10 2007	8.0	4.00	32.0
		Fri May 11 2007	Fri May 11 2007	8.0	4.00	32.0
		Sat May 12 2007	Sat May 12 2007	8.0	4.00	32.0
		Sun May 13 2007	Sun May 13 2007	8.0	4.00	32.0
		Mon May 14 2007	Mon May 14 2007	8.0	4.00	32.0
		Tue May 15 2007	Tue May 15 2007	8.0	4.00	32.0
		Wed May 16 2007	Wed May 16 2007	8.0	4.00	32.0
		Thu May 17 2007	Thu May 17 2007	8.0	4.00	32.0
		Fri May 18 2007	Fri May 18 2007	8.0	4.00	32.0
		Sat May 19 2007	Sat May 19 2007	8.0	4.00	32.0
		Sun May 20 2007	Sun May 20 2007	8.0	4.00	32.0
		Mon May 21 2007	Mon May 21 2007	8.0	4.00	32.0
		Tue May 22 2007	Tue May 22 2007	8.0	4.00	32.0
		Wed May 23 2007	Wed May 23 2007	8.0	4.00	32.0
		Thu May 24 2007	Thu May 24 2007	8.0	4.00	32.0
		Fri May 25 2007	Fri May 25 2007	8.0	4.00	32.0
		Sat May 26 2007	Sat May 26 2007	8.0	4.00	32.0
		Sun May 27 2007	Sun May 27 2007	8.0	4.00	32.0
		Mon May 28 2007	Mon May 28 2007	8.0	4.00	32.0
		Tue May 29 2007	Tue May 29 2007	8.0	4.00	32.0
		Wed May 30 2007	Wed May 30 2007	8.0	4.00	32.0
		Thu May 31 2007	Thu May 31 2007	8.0	4.00	32.0
		Fri Jun 01 2007	Fri Jun 01 2007	8.0	4.00	32.0
		Sat Jun 02 2007	Sat Jun 02 2007	8.0	4.00	32.0
		Sun Jun 03 2007	Sun Jun 03 2007	8.0	4.00	32.0
		Mon Jun 04 2007	Mon Jun 04 2007	8.0	4.00	32.0
		Tue Jun 05 2007	Tue Jun 05 2007	8.0	4.00	32.0
		Wed Jun 06 2007	Wed Jun 06 2007	8.0	4.00	32.0
		Thu Jun 07 2007	Thu Jun 07 2007	8.0	4.00	32.0
		Fri Jun 08 2007	Fri Jun 08 2007	8.0	4.00	32.0
		Sat Jun 09 2007	Sat Jun 09 2007	8.0	4.00	32.0
		Sun Jun 10 2007	Sun Jun 10 2007	8.0	4.00	32.0
		Mon Jun 11 2007	Mon Jun 11 2007	8.0	4.00	32.0
		Tue Jun 12 2007	Tue Jun 12 2007	8.0	4.00	32.0
		Wed Jun 13 2007	Wed Jun 13 2007	8.0	4.00	32.0
		Thu Jun 14 2007	Thu Jun 14 2007	8.0	4.00	32.0
		Fri Jun 15 2007	Fri Jun 15 2007	8.0	4.00	32.0
		Sat Jun 16 2007	Sat Jun 16 2007	8.0	4.00	32.0
		Sun Jun 17 2007	Sun Jun 17 2007	8.0	4.00	32.0
		Mon Jun 18 2007	Mon Jun 18 2007	8.0	4.00	32.0
		Tue Jun 19 2007	Tue Jun 19 2007	8.0	4.00	32.0
		Wed Jun 20 2007	Wed Jun 20 2007	8.0	4.00	32.0
		Thu Jun 21 2007	Thu Jun 21 2007	8.0	4.00	32.0
		Fri Jun 22 2007	Fri Jun 22 2007	8.0	4.00	32.0
		Sat Jun 23 2007	Sat Jun 23 2007	8.0	4.00	32.0
		Sun Jun 24 2007	Sun Jun 24 2007	8.0	4.00	32.0
		Mon Jun 25 2007	Mon Jun 25 2007	8.0	4.00	32.0
		Tue Jun 26 2007	Tue Jun 26 2007	8.0	4.00	32.0
		Wed Jun 27 2007	Wed Jun 27 2007	8.0	4.00	32.0
		Thu Jun 28 2007	Thu Jun 28 2007	8.0	4.00	32.0
		Fri Jun 29 2007	Fri Jun 29 2007	8.0	4.00	32.0
		Sat Jun 30 2007	Sat Jun 30 2007	8.0	4.00	32.0
		Sun Jul 01 2007	Sun Jul 01 2007	8.0	4.00	32.0
		Mon Jul 02 2007	Mon Jul 02 2007	8.0	4.00	32.0
		Tue Jul 03 2007	Tue Jul 03 2007	8.0	4.00	32.0
		Wed Jul 04 2007	Wed Jul 04 2007	8.0	4.00	32.0
		Thu Jul 05 2007	Thu Jul 05 2007	8.0	4.00	32.0
		Fri Jul 06 2007	Fri Jul 06 2007	8.0	4.00	32.0
		Sat Jul 07 2007	Sat Jul 07 2007	8.0	4.00	32.0
		Sun Jul 08 2007	Sun Jul 08 2007	8.0	4.00	32.0
		Mon Jul 09 2007	Mon Jul 09 2007	8.0	4.00	32.0
		Tue Jul 10 2007	Tue Jul 10 2007	8.0	4.00	32.0
		Wed Jul 11 2007	Wed Jul 11 2007	8.0	4.00	32.0
		Thu Jul 12 2007	Thu Jul 12 2007	8.0	4.00	32.0
		Fri Jul 13 2007	Fri Jul 13 2007	8.0	4.00	32.0
		Sat Jul 14 2007	Sat Jul 14 2007	8.0	4.00	32.0
		Sun Jul 15 2007	Sun Jul 15 2007	8.0	4.00	32.0
		Mon Jul 16 2007	Mon Jul 16 2007	8.0	4.00	32.0
		Tue Jul 17 2007	Tue Jul 17 2007	8.0	4.00	32.0
		Wed Jul 18 2007	Wed Jul 18 2007	8.0	4.00	32.0
		Thu Jul 19 2007	Thu Jul 19 2007	8.0	4.00	32.0
		Fri Jul 20 2007	Fri Jul 20 2007	8.0	4.00	32.0
		Sat Jul 21 2007	Sat Jul 21 2007	8.0	4.00	32.0
		Sun Jul 22 2007	Sun Jul 22 2007	8.0	4.00	32.0
		Mon Jul 23 2007	Mon Jul 23 2007	8.0	4.00	32.0
		Tue Jul 24 2007	Tue Jul 24 2007	8.0	4.00	32.0
		Wed Jul 25 2007	Wed Jul 25 2007	8.0	4.00	32.0
		Thu Jul 26 2007	Thu Jul 26 2007	8.0	4.00	32.0
		Fri Jul 27 2007	Fri Jul 27 2007	8.0	4.00	32.0
		Sat Jul 28 2007	Sat Jul 28 2007	8.0	4.00	32.0
		Sun Jul 29 2007	Sun Jul 29 2007	8.0	4.00	32.0
		Mon Jul 30 2007	Mon Jul 30 2007	8.0	4.00	32.0
		Tue Jul 31 2007	Tue Jul 31 2007	8.0	4.00	32.0
		Wed Aug 01 2007	Wed Aug 01 2007	8.0	4.00	32.0
		Thu Aug 02 2007	Thu Aug 02 2007	8.0	4.00	32.0
		Fri Aug 03 2007	Fri Aug 03 2007	8.0	4.00	32.0
		Sat Aug 04 2007	Sat Aug 04 2007	8.0	4.00	32.0
		Sun Aug 05 2007	Sun Aug 05 2007	8.0	4.00	32.0
		Mon Aug 06 2007	Mon Aug 06 2007	8.0	4.00	32.0
		Tue Aug 07 2007	Tue Aug 07 2007	8.0	4.00	32.0
		Wed Aug 08 2007	Wed Aug 08 2007	8.0	4.00	32.0
		Thu Aug 09 2007	Thu Aug 09 2007	8.0	4.00	32.0
		Fri Aug 10 2007	Fri Aug 10 2007	8.0	4.00	32.0
		Sat Aug 11 2007	Sat Aug 11 2007	8.0	4.00	32.0
		Sun Aug 12 2007	Sun Aug 12 2007	8.0	4.00	32.0
		Mon Aug 13 2007	Mon Aug 13 2007	8.0	4.00	32.0
		Tue Aug 14 2007	Tue Aug 14 2007	8.0	4.00	32.0
		Wed Aug 15 2007	Wed Aug 15 2007	8.0	4.00	32.0
		Thu Aug 16 2007	Thu Aug 16 2007	8.0	4.00	32.0
		Fri Aug 17 2007	Fri Aug 17 2007	8.0	4.00	32.0
		Sat Aug 18 2007	Sat Aug 18 2007	8.0	4.00	32.0
		Sun Aug 19 2007	Sun Aug 19 2007	8.0	4.00	32.0
		Mon Aug 20 2007	Mon Aug 20 2007	8.0	4.00	32.0
		Tue Aug 21 2007	Tue Aug 21 2007	8.0	4.00	32.0
		Wed Aug 22 2007	Wed Aug 22 2007	8.0	4.00	32.0
		Thu Aug 23 2007	Thu Aug 23 2007	8.0	4.00	32.0
		Fri Aug 24 2007	Fri Aug 24 2007	8.0	4.00	32.0
		Sat Aug 25 2007	Sat Aug 25 2007	8.0	4.00	32.0
		Sun Aug 26 2007	Sun Aug 26 2007	8.0	4.00	32.0
		Mon Aug 27 2007	Mon Aug 27 2007	8.0	4.00	32.0
		Tue Aug 28 2007	Tue Aug 28 2007	8.0	4.00	32.0
		Wed Aug 29 2007	Wed Aug 29 2007	8.0	4.00	32.0
		Thu Aug 30 2007	Thu Aug 30 2007	8.0	4.00	32.0
		Fri Aug 31 2007	Fri Aug 31 2007	8.0	4.00	32.0
		Sat Sep 01 2007	Sat Sep 01 2007	8.0	4.00	32.0
		Sun Sep 02 2007	Sun Sep 02 2007	8.0	4.00	32.0
		Mon Sep 03 2007	Mon Sep 03 2007	8.0	4.00	32.0
		Tue Sep 04 2007	T			

April-07		PROJECT TITLE
		McClancy HS Soundproofing
		Not Billable
		STAFF MEMBER:
		Nelson Parra
DATE	HOURS WORKED	TASK/STAGE
		Phase 3
1		
2	4.5	CA
3	4	CA
4	5	CA
5	5	CA
6	5.5	Site
7		
8		
9		
10	3	CA
11	4.5	
12	4	
13	5	
14		
15		
16	6.5	Site
17	3	CA
18	4	
19	5.5	site
20	6	CA
21		
22		
23	7.5	Site
24	4	CA
25	4	CA
26	3	CA
27	4.5	CA
28		
29		
30	4	Site
31		

92.5 Total


 JCA STAFF MEMBER SIGNATURE

 JCA PROJECT MANAGER SIGNATURE

 SCA PROJECT OFFICER SIGNATURE

Wilson Para

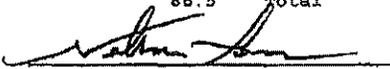
May-07		1	2	3	4	5	6	7	8	9	10	SICK/VACATION/HOLIDAY					Total										
Day	Date	McClanay HS Soundproofing	Phase 3	St. Michael's Ventilation	Phase 3	St. Michael's Windows	Phase 3	Job #4	Description	Job #5	Description	Job #6	Description	Job #7	Description	Job #8	Description	Job #9	Description	JCA Office	General Office	Personal	Sick	Vacation	Holiday	Total	
Tue	May 01, 2007	8.0																								8.0	
Wed	May 02, 2007	8.0																									8.0
Thu	May 03, 2007	8.0																									8.0
Fri	May 04, 2007	8.0																									8.0
Sat	May 05, 2007	0.0																									0.0
Sun	May 06, 2007	0.0																									0.0
Tue	May 08, 2007	8.0																									8.0
Wed	May 09, 2007	8.0																									8.0
Thu	May 10, 2007	8.0																									8.0
Fri	May 11, 2007	8.0																									8.0
Sat	May 12, 2007	0.0																									0.0
Sun	May 13, 2007	0.0																									0.0
Mon	May 14, 2007	8.0																									8.0
Tue	May 15, 2007	8.0																									8.0
Wed	May 16, 2007	8.0																									8.0
Thu	May 17, 2007	8.0																									8.0
Fri	May 18, 2007	8.0																									8.0
Sat	May 19, 2007	0.0																									0.0
Sun	May 20, 2007	0.0																									0.0
Mon	May 21, 2007	8.0																									8.0
Tue	May 22, 2007	8.0																									8.0
Wed	May 23, 2007	8.0																									8.0
Thu	May 24, 2007	8.0																									8.0
Fri	May 25, 2007	8.0																									8.0
Sat	May 26, 2007	0.0																									0.0
Sun	May 27, 2007	0.0																									0.0
Mon	May 28, 2007	8.0																									8.0
Tue	May 29, 2007	8.0																									8.0
Wed	May 30, 2007	8.0																									8.0
Thu	May 31, 2007	8.0																									8.0
		187.5																								187.5	

Key: CA = Construction Administration
 CD = Construction Documents
 Site = Site Visit / Meeting

1 2 3 4 5 6 7 8 9 10

May-07		PROJECT TITLE McClancy HS Soundproofing
		STAFF MEMBER: Nelson Parra
DATE	HOURS WORKED	TASK/STAGE
		Phase 3
1	2.5	CA
2	3	CA
3	5	Site
4	3	CA
5		
6		
7	5.5	Site
8	3.5	
9	4	
10	4.5	
11	4	
12		
13		
14	4	
15	3	
16	4.5	
17	5	site
18	4	
19		
20		
21	6	Site
22	2.5	
23	4	
24	4.5	
25	5	CA
26		
27		
28		
29		
30	4	
31	5	Site

86.5 Total


 JCA STAFF MEMBER SIGNATURE

 JCA PROJECT MANAGER SIGNATURE

 SCA PROJECT OFFICER SIGNATURE

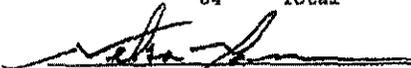
Nelson Perre		1	2	3	4	5	6	7	8	9	10	SICK/VACATION/HOLIDAY				Total											
Jun-07		Recycling 115 Soundproofing	Phase 3	St. Michael's Ventilation	Phase 3	St. Michael's Windows	Phase 3	Job #4	Description	Job #5	Description	Job #6	Description	Job #7	Description	Job #8	Description	Job #9	Description	Job #10	Description	General Office	Personal	Sick	Vacation	Holiday	Total
Mon Jun 04, 2007	8.0																										8.0
Tue Jun 05, 2007	8.0																										8.0
Wed Jun 06, 2007	8.0																										8.0
Thu Jun 07, 2007	8.0																										8.0
Fri Jun 08, 2007	8.0																										8.0
Sat Jun 09, 2007	8.0																										8.0
Sun Jun 10, 2007	8.0																										8.0
Mon Jun 11, 2007	8.0																										8.0
Tue Jun 12, 2007	8.0																										8.0
Wed Jun 13, 2007	8.0																										8.0
Thu Jun 14, 2007	8.0																										8.0
Fri Jun 15, 2007	8.0																										8.0
Sat Jun 16, 2007	8.0																										8.0
Sun Jun 17, 2007	8.0																										8.0
Mon Jun 18, 2007	8.0																										8.0
Tue Jun 19, 2007	8.0																										8.0
Wed Jun 20, 2007	8.0																										8.0
Thu Jun 21, 2007	8.0																										8.0
Fri Jun 22, 2007	8.0																										8.0
Sat Jun 23, 2007	8.0																										8.0
Sun Jun 24, 2007	8.0																										8.0
Mon Jun 25, 2007	8.0																										8.0
Tue Jun 26, 2007	8.0																										8.0
Wed Jun 27, 2007	8.0																										8.0
Thu Jun 28, 2007	8.0																										8.0
Fri Jun 29, 2007	8.0																										8.0
Sat Jun 30, 2007	8.0																										8.0
Sun Jul 01, 2007	8.0																										8.0
Total	8.0																										8.0

Key:
 CA = Construction Administration
 CD = Construction Documents
 SH = Schedule / Meeting



June-07		PROJECT TITLE McClancy HS Soundproofing
		STAFF MEMBER: Nelson Parra
DATE	HOURS WORKED	TASK/STAGE
1	4	Phase 3
2		
3		
4	2	
5	4.5	
6	4	
7	3	
8	4	
9		
10		
11	5.5	site
12	4	
13	3.5	
14	4	
15	4	
16		
17		
18	4	
19	5	
20	4.5	
21	3	
22	5.5	
23		
24		
25	6	
26	3	
27	5	
28	5.5	
29		
30		
31		

84 Total

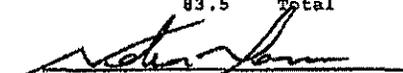

JCA STAFF MEMBER SIGNATURE

JCA PROJECT MANAGER SIGNATURE

SCA PROJECT OFFICER SIGNATURE

July-07		PROJECT TITLE McClancy HS Soundproofing	
		STAFF MEMBER: Nelson Parra	
DATE	HOURS WORKED	TASK/STAGE	
		Phase 3	
1			
2	6	*	
3	4.5		
4			
5			
6			
7			
8			
9	6	Site	
10	2.5		
11	4		
12	5		
13	3.5		
14			
15			
16	5	Site	
17	4.5	site	
18	5.5		
19	5	site	
20	3.5		
21			
22			
23	2.5		
24	3		
25	6.5	site	
26	3		
27	4		
28			
29			
30	5.5	site	
31	4		

83.5 Total


 JCA STAFF MEMBER SIGNATURE

 JCA PROJECT MANAGER SIGNATURE

 SCA PROJECT OFFICER SIGNATURE

Nelson Perera

Aug-07	1	2	3	4	5	6	7	8	9	10	SC/VC/CA/CH/PH/OLX
Total	9.0	4.3	3.2	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Wed Aug 01, 2007	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3	4.3
Thu Aug 02, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Fri Aug 03, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Sat Aug 04, 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sun Aug 05, 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mon Aug 06, 2007	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Tue Aug 07, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Wed Aug 08, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Thu Aug 09, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Fri Aug 10, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Sat Aug 11, 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sun Aug 12, 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mon Aug 13, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Tue Aug 14, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Wed Aug 15, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Thu Aug 16, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Fri Aug 17, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Sat Aug 18, 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sun Aug 19, 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mon Aug 20, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Tue Aug 21, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Wed Aug 22, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Thu Aug 23, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Fri Aug 24, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Sat Aug 25, 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sun Aug 26, 2007	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Mon Aug 27, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Tue Aug 28, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Wed Aug 29, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Thu Aug 30, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Fri Aug 31, 2007	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
Total	191.5	89.0	94.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	191.5

Mr/ Construction Administration
 CA = Construction Documents
 Site = Site Visit / Meeting

Nelson Perera

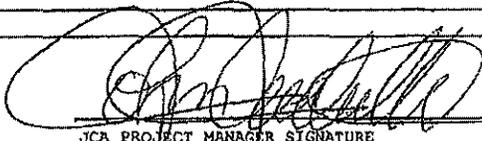
[Signature]

P S V R M

August-07		PROJECT TITLE McClancy HS Soundproofing	
		STAFF MEMBER: Nelson Parra	
DATE	HOURS WORKED	TASK/STAGE	
		Phase 3	
1	4.5		
2	3		
3	5.5		
4			
5			
6	4		
7			
8	6		
9	4		
10	2		
11			
12			
13	8	LGA (RE)	
14	5		
15	6		
16			
17			
18			
19			
20	7		
21	2.5		
22	5	site	
23	5		
24	5		
25			
26			
27	4		
28			
29	4		
30	4.5		
31	4	Site	

89 Total


JCA STAFF MEMBER SIGNATURE


JCA PROJECT MANAGER SIGNATURE

JCA PROJECT OFFICER SIGNATURE

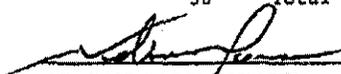
Month	Day	Hour	Activity	Rate	Amount	Notes
Sep-07	1	8.0	McClency H8 Soundproofing	1.2	9.6	
	2	8.0	St. Michael's Ventilation	3.75	30.0	
	3	8.0	St. Michael's Windows	3.75	30.0	
	4	8.0	FB 45Q Construction	7.0	56.0	
	5	8.0	Job #6 Description	0.0	0.0	
	6	8.0	Job #8 Description	0.0	0.0	
	7	8.0	Job #7 Description	0.0	0.0	
	8	8.0	Job #8 Description	0.0	0.0	
	9	8.0	Job #9 Description	0.0	0.0	
	10	8.0	JCA Office General Office	0.0	0.0	
			Personal	0.0	0.0	
			Sick	0.0	0.0	
			Vacation	4.0	32.0	
			Holiday	4.0	32.0	
			Total	155.0	1240.0	

Kay Construction Administration
 CA - Construction Documents
 CD - Construction Documents
 Site Visit / Meetings


P
 S
 V
 H
 W

September-07		PROJECT TITLE McClancy HS Soundproofing	
		STAFF MEMBER: Nelson Parra	
DATE	HOURS WORKED	TASK/STAGE Phase 3	
1			
2			
3			
4	3		
5	4.5		
6	5		
7	4	site	
8			
9			
10	3		
11	4.5		
12	4		
13			
14	1		
15			
16			
17	2		
18	7	site	
19			
20			
21			
22			
23			
24			
25			
26	3		
27	5		
28	4		
29			
30			
31			

50 Total


 JCA STAFF MEMBER SIGNATURE

 JCA PROJECT MANAGER SIGNATURE

 SCA PROJECT OFFICER SIGNATURE

Nelson Para

Oct-07	1	2	3	4	5	6	7	8	9	10	SICK/VACATION/HOLIDAY	Total
Mon Oct 01, 2007	8.0	4.0	4.0									8.0
Tue Oct 02, 2007	8.5	4.0	2.0									8.5
Wed Oct 03, 2007	8.0	4.0	4.0									8.0
Thu Oct 04, 2007	9.0	4.0	5.0									9.0
Fri Oct 05, 2007	8.0	4.0	4.0									8.0
Sat Oct 06, 2007	8.0	4.0	4.0									8.0
Sun Oct 07, 2007	8.0	4.0	4.0									8.0
Mon Oct 08, 2007	8.0	4.0	4.0									8.0
Tue Oct 09, 2007	8.0	4.0	4.0									8.0
Wed Oct 10, 2007	8.5	4.0	4.0									8.5
Thu Oct 11, 2007	8.0	4.0	4.0									8.0
Fri Oct 12, 2007	8.0	4.0	4.0									8.0
Sat Oct 13, 2007	8.0	4.0	4.0									8.0
Sun Oct 14, 2007	8.0	4.0	4.0									8.0
Mon Oct 15, 2007	8.5	4.0	4.0									8.5
Tue Oct 16, 2007	8.5	4.0	4.0									8.5
Wed Oct 17, 2007	8.5	4.0	4.0									8.5
Thu Oct 18, 2007	9.0	4.0	4.0									9.0
Fri Oct 19, 2007	8.5	4.0	4.0									8.5
Sat Oct 20, 2007	8.0	4.0	4.0									8.0
Sun Oct 21, 2007	8.0	4.0	4.0									8.0
Mon Oct 22, 2007	8.0	4.0	4.0									8.0
Tue Oct 23, 2007	8.0	4.0	4.0									8.0
Wed Oct 24, 2007	8.5	4.0	4.0									8.5
Thu Oct 25, 2007	8.0	4.0	4.0									8.0
Fri Oct 26, 2007	8.0	4.0	4.0									8.0
Sat Oct 27, 2007	8.0	4.0	4.0									8.0
Sun Oct 28, 2007	8.0	4.0	4.0									8.0
Mon Oct 29, 2007	8.0	4.0	4.0									8.0
Tue Oct 30, 2007	8.0	4.0	4.0									8.0
Wed Oct 31, 2007	8.0	4.0	4.0									8.0
Total	201.0	82.5	17.0	1.0	26.5	4.0	0.0	0.0	0.0	2.0	0.0	201.0

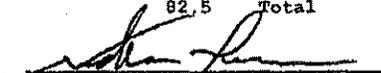
Key:
 CA = Construction Administration
 CD = Construction Documents
 S = Site Visit/Meeting



21 27 28 29

October-07		PROJECT TITLE McClancy HS Soundproofing
		STAFF MEMBER: Nelson Parra
DATE	HOURS WORKED	TASK/STAGE
		Phase 3
1	4	
2	4	site
3	4	
4		
5	4	
6	2.5	
7	4.5	
8		
9	4	
10	3	
11	4	
12	6	
13		
14		
15	2	
16	4.5	
17	5.5	site
18	2.5	
19	5	
20		
21		
22	4	
23		
24	3.5	
25	4	
26	4.5	
27		
28		
29	2	
30	4	
31	1	

82.5 Total


 JCA STAFF MEMBER SIGNATURE

 JCA PROJECT MANAGER SIGNATURE

 SCA PROJECT OFFICER SIGNATURE

November-07		PROJECT TITLE McClancy HS Soundproofing
		STAFF MEMBER: Nelson Parra
DATE	HOURS WORKED	TASK/STAGE
1	4.5	Phase 3
2	3	
3		
4		
5	4	
6	4.5	
7	5	mtg LGA
8	4.5	
9		
10		
11		
12	4	
13	4	
14	3	
15	4	Meeting Surety
16	4	
17	2	
18		
19	6	
20	3	
21	5	
22		
23		
24		
25		
26		
27	5	
28	6	
29	8	
30	8	
31		

87.5 Total



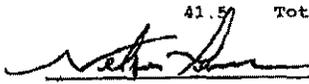
 JCA STAFF MEMBER SIGNATURE

 JCA PROJECT MANAGER SIGNATURE

 SCA PROJECT OFFICER SIGNATURE

December-07		PROJECT TITLE McClancy HS Soundproofing	
		STAFF MEMBER: Nelson Parra	
DATE	HOURS WORKED	TASK/STAGE	
		Phase 3	
1			
2			
3	5		
4	4		
5	4.5		
6	1		
7	1.5		
8			
9			
10	3		
11	2		
12	3		
13	4		
14			
15			
16			
17	5		
18	4.5		
19	4		
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			

41.5 Total



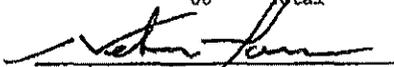
 JCA STAFF MEMBER SIGNATURE

 JCA PROJECT MANAGER SIGNATURE

 SCA PROJECT OFFICER SIGNATURE

January-08		PROJECT TITLE McClancy HS Soundproofing
		STAFF MEMBER: Nelson Parra
DATE	HOURS WORKED	TASK/STAGE
		Phase 3
1		
2	1	
3	0.5	
4	4.5	Site
5		
6		
7	5	Site
8	3	
9	1.5	
10	2	
11	6	site
12		
13		
14	2	
15	2	
16	4	
17	2	
18	6	
19		
20		
21	4	
22	1	
23		
24		
25	6	Site
26		
27		
28	3.5	
29	3	
30	2	
31	1	

60 Total



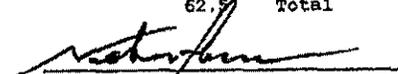
JCA STAFF MEMBER SIGNATURE

JCA PROJECT MANAGER SIGNATURE

SCA PROJECT OFFICER SIGNATURE

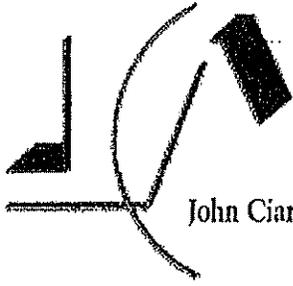
February-08		PROJECT TITLE McClancy HS Soundproofing
		STAFF MEMBER: Nelson Parra
DATE	HOURS WORKED	TASK/STAGE
1		Phase 3
2		
3		
4	1.5	
5	8	
6	8	
7	6	
8		
9		
10		
11		
12	2	
13	1.5	
14	1	
15	2	
16		
17		
18		
19	2	
20		
21	4	
22	8	Mtg @ LGA
23		
24		
25	4	
26	3	
27	6	Site
28	2.5	
29	3	
30		
31		

62.5 Total


 JCA STAFF MEMBER SIGNATURE

 JCA PROJECT MANAGER SIGNATURE

 SCA PROJECT OFFICER SIGNATURE



John Ciardullo Associates, P.C.

ATTACHMENT "B" P1 of 1

575 8th Ave 20th Floor
New York
New York 10018
T. (212) 245-0010
F. (212) 245-0020
www.jca-architecture.com

PROPOSAL FOR EXTENSION OF CONSTRUCTION ADMINISTRATION SERVICES

date: April 25, 2008

to: Brother Joseph Rocco
McClancy Memorial HS
71-06 31st Avenue
East Elmhurst NY 11370

tel: 718-898-3800

fax: 718-397-9325

from: Richard Piacentini

re: Soundproofing of Msgr. McClancy Memorial HS- Construction
Administration Change Order

The following represents our proposal for the additional Construction Administration and Close Out Services necessary to reach Substantial Completion on McClancy HS Soundproofing.

Ten (10) Months at \$8,000 per Month	\$80,000.00
Reimbursable expenses	\$0.00
Close Out	\$20,000.00
Total	\$100,000.00

This Construction Administration amount represents ten (10) monthly payments of \$8,000.00 per month ending ten (10) months after commencement. Plus \$20,000.00 for Close Out Activities.

Should construction administration reach substantial completion before the completion of the ten (10) month period the balance amount will not be billed by John Ciardullo Associates. Should construction administration be required after the ten (10) month period further funding will be required.

Richard Piacentini
Sr. Project Architect
John Ciardullo Associates PC
575 8th Ave 20th Floor
New York, NY 10018
P: 212-245-0010 F: 212-245-0020
E: Rpiacentini@JCA-Architecture.com



March 19, 2008

200 Old Country Road, Suite 670
Mineola, New York 11501
516.484.1020
fax 516.484.0926
Two Penn Plaza, Suite 1500
New York, NY 10121
212.292.5121
fax 212.292.5122
www.leapc.com

Mr. Ed Pompa
R.E. Office
Central Terminal Building, Room 3570
Port Authority of New York and New Jersey
LaGuardia Airport
Flushing, NY 11371

PRINCIPALS

Evans J. Lizardos, P.E. LEED™
President

Joseph Mizrahi, P.E.
Executive VP/Managing Officer

Ralph Aldorasi, P.E.
John E. Lizardos, P.E. LEED™
George A. Lombardo, P.E. LEED™
Daniel I. O'Sullivan, P.E. LEED™
Douglas J. Pavone, P.E.
Marios C. Tiniis, P.E.

ASSOCIATES

Dana L. Harris
Senior Associate

Keith P. Brumblay
Senior Associate

Thomas J. Cusack, P.E. LEED™
Senior Associate

Andrew West, P.E. LEED™
Associate-in-Charge of NYC Office

Jeffrey Donahue, P.E.
Howard Johansen, P.E. LEED™
Vladimir P. Lamin
Robert A. Lojac, P.E.
Linda A. McNulty LEED™
Frank P. Panasci
Kazimir (Miro) A. Sumberac

Reference: Monsignor McClancy Memorial High School
Mechanical and Electrical Investigation Report
Lizardos Proposal No. 3950

Dear Mr. Pompa:

As requested Lizardos Engineering Associates, P.C. (Lizardos) has prepared this proposal to provide electrical engineering services for the referenced project.

The services, which Lizardos intends to provide for the referenced project, are as outlined in the Scope of Services that follows:

SCOPE OF SERVICES

Provide engineering services (Electrical Engineer and Mechanical Engineer) for a period of 30 days (approximately 480 hours). The engineers will conduct field investigations at the aforementioned school for the purposes of reporting all the existing conditions of the mechanical and electrical contractor's installations as directed by the R.E.'s Office.

FEES AND INVOICING

Lizardos' fees for the services described shall be as follows:

480 hours @ \$150.00/hr (based on 2.56 multiplier)	\$ 72,000.00
Travel Reimbursables	<u>\$1,500.00</u>
Total	\$ 73,500.00

- Lizardos' engineering fee for the services described hereinabove shall be based on the actual hourly payroll utilized against an upset (not-to-exceed) fee (including reimbursable expenses) as stated above.
- Services and payment of invoices rendered by Lizardos to PANY/NJ will be made in accordance with the aforementioned agreement.

ATTACHMENT "C" p2002

Mr. Ed Pompa

- 2 -

March 19, 2008

Services and payment of invoices rendered by Lizardos to PANY/NJ will be made in accordance with the Terms and Conditions set forth in the On-Call Agreement between PANY/NJ and Lizardos using actual salaries.

Sincerely,

LIZARDOS ENGINEERING ASSOCIATES, P.C.



Joseph Mizrahi, P.E.
Executive Vice President/Managing Officer

Enclosures

cc: Mr. E. Lizardos, Lizardos
Mr. J. Lizardos, Lizardos
Ms. M. Cocchi, Lizardos
Accountin

Pompa, Ed

From: Vero, Anthony
Sent: Friday, May 16, 2008 12:08 PM
To: Pompa, Ed; Jaffery, Zaheer
Cc: Caban, Wally; 'RPIacentini@JCA-Architecture.com'
Subject: RE: McClancy H.S. Change Order #22

Thank you Ed. Again, in light of everything involved with this contract, we concur with this Change Order.

-----Original Message-----

From: Pompa, Ed
Sent: Friday, May 16, 2008 11:41 AM
To: Vero, Anthony; Jaffery, Zaheer
Cc: Caban, Wally; 'RPIacentini@JCA-Architecture.com'
Subject: McClancy H.S. Change Order #22

Tony,

I am in receipt of change order #22 for the above subject school, and upon review and discussions with the school, Engineer of record, and the LaGuardia Resident Engineer's office personnel, we find the request to be fair, reasonable and justified. Therefore with your approval The R.E.O. is forwarding the backup paper work to Aviation recommending approval and request that it be forwarded to the FAA for their approval.

Thanks
Ed.

Pompa, Ed

From: Nelson Parra [NParra@jca-architecture.com]
Sent: Thursday, May 15, 2008 10:38 AM
To: andyr@windsorinc.org
Cc: coach27bb@aol.com; Richard Placentini; Pompa, Ed; Russo, Nicholas
Subject: McClancy HS

Andy,

A couple of months ago we received two items from the contractor who originally installed the fire alarm at McClancy HS. Since Windsor performed corrective work to complete the installation, we request a response to the following questions:

First is a letter (copy attached) from New York Fire Detection, who is the supplier of the F.A. equipment. In their letter they state that all warranties are void because the system has been reprogrammed by another F.A. vendor, that other vendor being Windsor. We assume Windsor will warranty the complete installation.

Second, we received forms A-433 and B-45 (copy attached) from the contractor who did the original installation. We have not taken any action with these forms because it is our understanding that Windsor would file these forms and schedule FD inspection. Please confirm, and if so, please advise on the status.

Thank you.

Nelson Parra

John Ciardullo Associates
575 8th Avenue, 20th Floor
New York, New York 10018
t:212 245 0010 f:212 245 0020

FILE ①

ELMAC ELECTRIC INC.
61-20 COOPER AVE.
GLENDALE,N.Y.,11385
Tel.(718)904-9727;Fax (718)381-0706

To:Nagan Construction Inc.
226 Wanser Ave
Inwood,N.Y.

Nov.27,2007

Re:Msgr McClancy Memorial High School
Fire alarm Inspection Application

Gentlemen,

Enclosed,please find the originals of the following forms:

- Application A-433 for fire alarm installation
- Application B-45 for request for inspection date

regarding the fire alarm installation at the above mentioned project

These applications need to be forwarded to the engineer and architect of record so they can forward them to the fire department along other documentation prepared by them listed the B-45 form.

Should you have any question or concern,please feel free to contact us at the above telephone number.

Sincerely,


Peter Milevski

OBEY THE LAW—FILE BEFORE STARTING WORK

FIRE DEPARTMENT • CITY OF NEW YORK
BUREAU OF FIRE PREVENTION
FIRE ALARM INSPECTION UNIT (ELECTRICAL)-ROOM 3N-1
9 METROTECH CENTER, BROOKLYN, N.Y. 11201-3857
TELEPHONE: (718) 999-2466

NOTE: SYSTEMS(S) SHALL BE TESTED AND MADE FREE OF ALL DEFECTS PRIOR TO REQUESTED FOR INSPECTION

APPLICATION A-433
(ALL INFORMATION MUST BE TYPED)

Application No. _____
F.D. Folder No. _____
F.D. Plan No. _____

In accordance with the Administration building Code and Fire Code of the City of New York, application is hereby made for inspection of the electric wiring and appliances installed, altered or repaired in premises located at:

Premises 71-06 31st Ave, Borough of Queens Zip 11370
Owned by Brothers of Sacred Heart Owner's Address 71-06 31st Ave. Boro Queens Zip 11370
Occupied by Msgr.McClancy Mem.High Sch Used as School

- NOTICE:** 1. All questions must be answered. Reverse side must be itemized. May modify device column if necessary. Use a SEPARATE application for each system installed.
2. Three (3) sets of electrical floor plans with the component parts located thereon and performance specifications are required. Plans NOT REQUIRED if Fire Department approved plans are on file.

PLEASE CHECK ALL BOXES WHICH APPLY. Character of Work: New Alteration Repair

Type of systems filed for:

- Individually Coded I.F.A. Modified Class J Carbon Dioxide Oxygen Alarm/Nitrous Oxide
 Master Coded I.F.A. Modified Class J-1 Standpipe Fire Pump Standpipe Fire Signal System
 Non-Coded I.F.A. Class E Sprinkler Booster Pump Standpipe (Limited) Service Fire Pump
 Sprinkler Alarm Advisory Class E Smoke Detection For _____
 Stair Pressurization Modified Class E Heat Detection For _____
 Class C (Mercantile) Central Office Other (Specify) _____
 Class J (LL-16) Connection

Building Department Application No. A 238826 List Other Systems here: _____

Authorized Central Office Company _____ Affix Department of Buildings

Location of Panels/Control Boards Electrical Room Electrical Contractor Seal here

Name of Electrical Co. Elmac Electric Inc. Telephone No. (718) 894-9727
Address 61-20 Cooper Ave. Date of Application 09/15/05
Glendale, N.Y. Zip Code 11385 License No. 10502
Signature of Licensee *Raymond Johnson* Date of Expiration 12/31/07

APPLICANT--DO NOT WRITE BELOW THIS LINE

RECOMMENDATION:
Installed as per Plan No. _____ System _____

Date _____ Inspector's Signature _____
Print Name _____

**CITY OF NEW YORK FIRE DEPARTMENT
FIRE ALARM INSPECTION UNIT B-45**

REQUEST FOR INSPECTION DATE

DATE: 11/01/07

ADDRESS: 71-06 31st. Ave., Jackson Heights, N.Y., 11370

PREMISES NAME: Msgr. McClancy Mem. High School BORO: Queens

PREMISES TELEPHONE: (718) 898-3800

NEAREST INTERSECTION: 71st Street

MEETING LOCATION: 71-06 31st. Ave.

TYPE OF SYSTEM: Individually Coded I.F.A. FLOOR: _____

PREMISES OCCUPANCY: School

INSPECTION REQUEST MADE BY: Peter Milevski

PHONE: _____ OFFICE PHONE: (718) 894-9727 CELL: (718) 570-4717

COMPANY NAME AND ADDRESS: Elmac Electric Inc. 61-20 Cooper Ave, Glendale, N.Y., 11385

BUILDING OWNER OR MANAGING AGENT

NAME: (PRINT) BROTHERS OF THE SACRED HEART PHONE: (718) 898-3800

ADDRESS: 71-06 31st Ave., Jackson Heights, N.Y., 11370

BEFORE INSPECTION DATE CAN BE ISSUED:

- F.D. Form A433 must be enclosed, signed and sealed.
- F.D. plan approval must be enclosed with fire alarm riser and PW1 application.
- Submit this request form with three (3) copies.
- Submit this request with a stamped, self-addressed envelope for return of the inspection date.

INSPECTION DATE WILL NOT BE ISSUED IF THE ABOVE IS NOT COMPLETED.

Office Use Only

INSPECTOR: _____
DATE: _____ AT: _____

Requests for inspection, information, or verification, contact any unit supervisor at (718) 999-2466 or (718) 999-1617. Any problems contact Unit Manager Gittlitz at (718) 999 2470 or Chief Bacci (718) 999-2377

Notification signs shall be posted in the premises prior to the test date. Signs may be obtained from the Fire Alarm Inspection Unit 3rd Floor, 9 MetroTech Center, Brooklyn NY 11201.

Sufficient manpower and material shall be made available to conduct test.

SUPERVISOR FIRE ALARM INSPECTION UNIT

DATE ASSIGNED

ADDRESS:
FD CODE:

CONTRACTOR TO PROVIDE THIS INFORMATION

Please note: For buildings over 20 floors, please print and use the back of the A-433 form until you have reached the correct amount of floors in your building.

Indicate Number of Proposed Devices on all Floors	Cellar	Basement	First Floor	Second	Third	Fourth	Fifth	Sixth	Seventh	Eighth	Ninth	Tenth	Eleventh	Twelfth	Thirteenth	Fourteenth	Fifteenth	Sixteenth	Seventeenth	Eighteenth	Nineteenth	Twentieth	Pool/Penthouse	Manufacturer W/Model #	Board of Standards & Appeals Cal. No.	Wire Gauge and Insulation	
																									-OR- Materials of Equip Acceptance No.		
Manual Stations			3																					rms-1t-lp-hy	49-93E	2#16 fplp	
Gong/Chimes																											
Horns																											
Horn/Strobes			3																						g1rf-hdvm	476-91E	2#14fplp
Speakers																											
Speaker/strobes																											
Strobes																											
Strap Keys																											
Telephone Wardens Stations																											
S/D--Area																											
S/D-Elevator Lobby																											
S/D-Duct			4		5																				SIGA-DH	400-92E	2#16fplp
S/D			1																						SIGA-PS	400-92E	2#16fplp
S/D-EMR																											
H/Detector			1																						SIGA-HFS	400-92E	2#16fplp
Door Release Strikes																											
Pumps Spkler Booster																											
Pumps Std. Pipe																											
Pump Special Serv.																											
Waterflow																											
Valve Temp.																											
Tank Pressure																											
Class 3 Manual																											
C.O.C.																											
Info Display (s) or Annunciators																											
Control Board(s)			1																						EST 2	13-92E	2#16fplp
Fire Comm. Station																											

INSPECTIONS

System	Date	Report	Recommend	Inspector	System	Date	Report	Recommend	Inspector

Remarks:

V.O. Number	Date Issued	Recommend Dismissal <input type="checkbox"/>
		Examiner

NEW YORK
FIRE
DETECTION

New York Fire Detection, Inc.
1230 Port Washington Blvd.
Port Washington, N.Y. 11050
Phone: (516) 883-3900
Fax: (516) 883-3910
www.ny-fire.com

Monsignor McClancy Memorial High School
71-06 31st Avenue
Elmhurst, NY 11373

VIA FACSIMILE

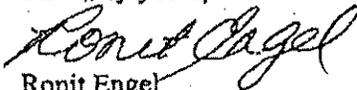
Re: Fire Alarm System Warranty

Please be advised that New York Fire Detection, Inc. was the supplier of the fire alarm equipment installed at your facility. The contractor who purchased this equipment from New York Fire Detection, Inc. was ELMAC Electric.

It has been brought to New York Fire Detection that the system we have installed has been reprogrammed by another fire Alarm vendor. By doing so, all warranties are automatically cancelled, as per our policy.

If you any questions or concerns regarding the above mentioned, you may contact me at (516)883-3900 extension 15.

Sincerely yours,



Ronit Engel
Account Executive

CC. ELMAC Electric



One Tower Square - Bond Claim
Mall Drop - 2S1
Hartford, CT 06183

Kimberly Tibbetts
Associate Claim Counsel
Bond & Financial Products Claim
Phone: (860) 277-8057
Fax: (888) 201-5528

FILED

April 08, 2008

Re: Travelers Cas. & Surety Co. of America
Our File No.: 090-SC-T0701878-RG
Bond No.: 032-SB-103836517
Principal: Nagan Construction, Inc./ Conair Corp., A Joint Venture
Obligee: Monsignor McClancy Memorial High School
Project: McClancy Memorial High School

SENT VIA EMAIL AND REGULAR MAIL

Richard M. Piacentini, RA
John Ciardullo Associates, PC
Architects/Planners
575 Eighth Avenue-20th Floor
New York, NY 10018

Dear Richard:

Receipt is acknowledged of your email dated April 2, 2008. Please allow this correspondence to outline the surety's position, per your request, to the issues raised in your email.

I. Completion with Conair Corporation

At the outset of this letter, please be advised that the surety, Travelers Casualty & Surety Co. of America ("Travelers"), has decided that it will no longer use Nagan Construction, Inc. ("Nagan") to complete the architectural work on the project, but has not yet determined whether to complete the project with the other joint venture partner Conair Corporation ("Conair") in light of the recent verbal contentions made by the Port Authority ("Port") at the March 18, 2008 meeting about the quality of the HVAC work. As discussed more fully below, the surety is currently investigating the statements made by the Port in this meeting; however, in light of the facts that: (1) Conair disputes many of these contentions; (2) the Port has refused to document the alleged HVAC deficiencies; and (3) the School itself maintained in the meeting that it disagreed with the Port's assessment of certain of Conair's subcontracted work, Travelers will reserve its decision on proceeding with Conair until it has completed its investigation, including its onsite forensic inspection together with the Port's consultant.

II. The School's Inconsistent Positions Regarding Performance of Architectural Punch List While Awaiting HVAC Report

Next, it appears that the Port, School and John Ciardullo Associates, PC ("architect") are taking an inconsistent position from previous representations regarding the performance of the architectural punch list while awaiting the HVAC report. In the March 18, 2008 meeting at the Port Authority's offices at LaGuardia Airport, the Port Authority advised that it would be retaining an independent engineering firm to conduct a study of the HVAC system, and expected that the report would be delivered in approximately six weeks. At that time, Travelers made its first request that its consultant be present at the inspection as it occurs. The Port further stated that the architectural "punch list" work should be postponed until after the report because, depending

Travelers

April 08, 2008

Page 2

upon the outcome of the inspection, any architectural punch list work that was remedied in the interim may have to be redone or performed a second time. The School and architect both attended this March 18 meeting, and they concurred with the recommendation of the Port Authority.

By contrast, your April 2 email now expressly states that in the interim, while waiting for the HVAC report, "work schedules should be prepared and work continue on the many items that are unlikely to be affected by any outstanding mechanical issues." Your email states that it represents "the opinion of this office [architect], School and the Port Authority."

Please advise as to what has transpired between the March 18 meeting and your April 2 email that leads the Port Authority, School and architect to take a different position with regard to the performance of the architect punch list work prior to the receipt of the HVAC study. It serves no purpose to remediate work, and then have to redo this work once the HVAC study is received. In addition, as noted above, the Port has refused to provide Travelers its list of alleged deficiencies; therefore, the surety is unable to assess where the potential deficiencies occur in advance of the forensic inspection, impairing any ability to "work around them".

III. Travelers' Consultant's Attendance At HVAC Testing

With respect to the HVAC study, our consultant is ready, willing and able to participate, and Travelers is waiting for confirmation from the Port as to when the inspection has been scheduled. We understand that the study will entail invasive testing to determine, for example, if firestopping was properly installed, and that this testing should only occur once. Our March 25 letter made it clear that Travelers wanted advance notice so that its consultant could attend. Please forward confirmation of the inspection date as soon as possible.

IV. The School's Conflicting Positions Regarding the Mechanical Work

In addition, it appears the School and the Port Authority are taking inconsistent positions with respect to the gravity of the mechanical work. In the March 18 meeting, the School's representative Nick Melito praised the work of Conair's subcontractor, Elmac Air Conditioning, stating he disagreed with the Port Authority's assessment, and that if it were not for Elmac's good work, the School would not have heat.

V. Claimed Daily Security Issues And Liability Exposure

Further, while your email states that the School "is experiencing daily security issues and liability exposure on all of the work left incomplete," your email only offers two specific examples, namely missing site fencing around the outside air chiller unit and rejected acoustic door installation.

With respect to the first example, it is our understanding that there is a temporary fence around the chiller unit at the back of the School, this unit does not pose a safety risk to students, and the unit is not currently in operation given the lack of need for air conditioning in light of current temperatures.

Further, note that the school has requested a higher fence as an aesthetic extra to the contract so that the chiller unit will not be seen. As you know, this item must be approved by the Port Authority and the FAA so that the permanent fence may be ordered, which will require a six week lead time. It is our understanding that this change order has been in the architect's possession for quite some time and it has not been submitted to the approving authorities. Please

Travelers

April 08, 2008
Page 3

allow this to serve as our formal request that this change order be processed immediately and forwarded for approval.

With respect to the second example, it is our understanding that the safety issues regarding the acoustic door installation have been resolved. Travelers' consultant has advised that the doors are secure, push bars are in place, and he is unaware of any safety issues. Please provide any other specifics with respect to the claimed "daily security issues and liability exposure" so that these matters may be addressed.

In addition, please be advised that Pedro Rosario was onsite yesterday to turn over the keys to the mall doors to the school. I requested that the School inform Pedro of any safety concerns while he was onsite, so that if any exist, they may be inspected and addressed. Pedro reported to me this morning that the School's only safety concern at this time is the fence around the chiller unit; Mr. Melito stated he was concerned that a student would climb over the temporary fence and onto the unit. While we do not feel that the air conditioning unit is dangerous, please be reminded, as noted above, that the change order for the permanent fence remains in your office awaiting approval.

VI. Punch List Work Performed Post Default

Your email also states that Pedro Rosario walked the project on March 21, 2008 with Nelson Parra of your firm and "checked off a very short portion" of the entire punch list and that you have concern regarding the "lack of meaningful progress" on the project. Again, it appears that your position is inconsistent with the School's previous representations on this issue. Our understanding from Mr. Rosario is that, in his opinion, a significant amount of the punch list was performed. In addition, Travelers disputes the architect's lack of approval for certain items on the punchlist.

Again, Travelers is receiving inconsistent messages from the School, Architect and Port with respect to project issues. In the three weeks following the School's execution of the Takeover Agreement, the JV was onsite every day including Saturdays, with an average of 13 men per day, and completed \$124,000 of work per the architect's estimate for work line items on its list of deficiencies, not including materials, and completed the items on the School's list of requested completion items. Please be advised that Travelers followed up with the School's representative Nick Melito several times during the three weeks the JV was onsite regarding the progress of the work. In these telephone conversations (including a telephone conference with Mr. Melito and the School's attorney), aside from the acoustical door issue, and certain concerns over the submittal of schedule documentation, the School stated that it was satisfied with the progress of the work, the amount of work being performed, and the manpower onsite.

VII. School's Withholding Of Payments

Your position as to withholding payments is unacceptable for the following reasons.

(a) Request That School Reveal All Known Backcharges

When we sent to the School's counsel the Takeover Agreement in January, this Agreement expressly provided that both Nagan and the School would reveal the known claims that each had against the other up to the date of that Agreement. The Nagan claims and the School's backcharges were both to be set forth on schedules annexed to the Takeover Agreement. It was Travelers' understanding that Nagan was in the process of preparing its change order claims, and that the School had requested more time to prepare its backcharges. As you know, it

Travelers

April 08, 2008

Page 4

was agreed by Travelers and the School to execute the Takeover Agreement without those schedules detailing claims and backcharges in order to allow the JV immediate access to work onsite in light of the school's upcoming February break. However, to date, Travelers still does not have any complete statement from the School as to its claimed backcharges. In light of the School's position that it is withholding all payments, Travelers demands a list of all known backcharges.

(b) Potential Improper Approval of Requisitions

The email states that the mechanical conditions on site may be "considerably worse" than previously reported to the surety, and that this raises "the possibility that the joint venture contractors may have deliberately misrepresented the work completed on their certified pay applications in order to receive payments in excess of the value of the installed work." Your email further states that a "retroactive adjustment" may be made to the requisitions submitted before the surety's involvement and previously approved by your firm. Such retroactive adjustments will be "reducing the quantities and percentages of accepted work."

At the March 18 meeting, the Port Authority stated that mechanical work that had been approved, requisitioned, and paid for would now probably have to be redone. At that meeting, Travelers' representatives expressly raised the question of oversight on the part of the School's representatives, as well as the Port Authority representatives, for this approval and payment of allegedly defective work. The Architect stated that they had approved the requisitions "in good faith" that the JV's work was proper. Now, the Port is taking the position the HVAC work previously performed and paid for was improper. While Travelers reserves its rights to investigate this contention, please be advised that, depending upon the results of this investigation regarding the HVAC or mechanical work, Travelers may very well take the position that its Performance Bond liability was discharged to the extent of any overpayment, and that the School may have a claim against its Architect regarding any alleged improper approval of requisitions submitted by the joint venture.

(c) Refusal to Provide List of Mechanical Deficiencies

Travelers requested at the March 18 meeting a listing of the claimed HVAC or mechanical deficiencies. The Port Authority refused to provide such a list, and only gave certain verbal examples. Since the School is now withholding payments, and bases its actions to large degree upon the Port Authority's verbal contentions regarding the mechanical work, Travelers demands that the School provide a detailed written listing of the HVAC or mechanical deficiencies. The School cannot withhold certified payments on the grounds of HVAC deficiencies and refuse to document those alleged deficiencies.

VIII. Additional Damage Issues

Your letter also makes statements about reimbursement for design fees and legal fees. Please be advised that the surety believes these damages are not appropriate given the law and the facts of this case. In addition, please be advised that the school has already backcharged the contract for liquidated damages in its most recent payment to the surety, and the Travelers disputes any and all claims for liquidated damages by the school and reserves all of its right and defenses regarding this issue.

Travelers

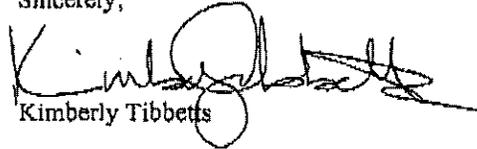
April 08, 2008

Page 5

This correspondence and all prior or subsequent communication are made with express reservation of all rights and defenses that may be available to Travelers and/or Nagan Construction, Inc./Conair Corp., A Joint Venture, at law or in equity, under the terms and provisions of the bond and contract documents.

Please feel free to contact the undersigned with any questions.

Sincerely,



Kimberly Tibbetts

cc: Nagan Construction, Inc./Conair Corp., A Joint Venture
Howard E. Burger, Esq.
Benjamin D. Lentz, Esq.
Pedro Rosario

Msgr. McClancy Memorial H.S. - (1) Pre Award
Correspondence - Soundproofing 2007
(Folder 1)

Payment History

No.	Invoice Amount	PA Invoice Date	Check from PA	Check issued to NCJV	Check No.
1	\$ 646,506.23	1/22/2006	\$ 646,506.23	\$ 646,506.23	30221
2	\$ 1,172,454.97	4/26/2006	\$ 1,172,454.97	\$ 1,172,454.97	30591
3	\$ 459,501.30	6/29/2006	\$ 459,501.30	\$ 700,035.15	30881
4	\$ 293,139.93	7/27/2006	\$ 252,000.00		
5	\$ 997,560.00	8/29/2006	\$ 1,042,776.03	\$ 1,042,776.03	30901
6	\$ 990,063.00	9/28/2006	\$ 1,100,070.00	\$ 1,088,975.00	31054 (*1)
7	\$ 406,750.00	1/31/2007	\$ 354,150.00	\$ 616,006.01	31448 (*2) (a)
8	\$ 272,901.01	1/5/2007	\$ 272,406.01		
9	\$ 300,060.00	2/5/2007	\$ 300,060.00	\$ 291,570.00	31554 (*3)
10	\$ 78,440.00	3/21/2007	\$ 78,440.00	\$ 65,526.10	31715 (*4)
11	\$ 139,200.00	5/9/2007	\$ 139,200.00	\$ 110,630.00	31867 (*5)
12	\$ 148,241.00	7/31/2007	\$ 148,241.30		(*6)
13	\$ 217,025.00	9/14/2007	\$ 100,000.00		

(a) Contractor did not make corrections to items 02.15 & 04.02 on payment application #7 continuation sheet per JCA markup. See enclosed.

(b) Check not yet issued for payments #12 and #13.

* See enclosed deductions	
No.	Amount
*1	\$ 11,295.00
*2	\$ 10,550.00
*3	\$ 8,490.00
*4	\$ 12,913.00
*5	\$ 28,570.00
*6	\$ 93,448.00

*MSGR McElroy -
Memorial H.S.
FILE (1)*

of New York and New Jersey, a governmental instrumentality and political subdivision of the States of New Jersey, is generally exempt from taxation imposed by the United States, the State of New York, the State of the municipalities of either of said two States. Unless otherwise noted below, our remittance reflects an amount of any tax. This check stub is your record of the governmental status of the Port Authority.

Order Number	Invoice Number	Invoice Date	Amounts		
			Gross	Deductions	Net
841-096	1	01/22/2006	646,506.23		646,506.23
This check is in settlement of the above items. Should there be any question regarding same, return to the Port Authority's Comptroller without alteration. To expedite payments, please use vendor # 403632 on all invoices. Fax # (201) 216-6378.					
No. 1013853		Totals	646,506.23	0.00	646,506.23

REMOVE DOCUMENT ALONG THIS PERFORATION

MSGR. MCCLANCY MEMORIAL H.S.
BROTHERS OF SACRED HEART
71-06 31ST AVENUE
EAST ELMHURST, NY 11370

THE BANK OF NEW YORK
JACKSON HEIGHTS, NY 11370
⑈ 1043713

30221

March 14, 2006

PAY TO THE
ORDER OF

Nagano, Conain, JV.

\$ 6,46,506.23

Six hundred forty six thousand five hundred six and 23/100 DOLLARS

MEMO

Robert Connolly, Jr.

AUTHORIZED SIGNATURE

(1)

⑈ 030221 ⑆ 021410637 ⑆

⑈ 0064650623 ⑆

Ex. 1

Ck. No. 30221

03/16

\$646,506.23

(1)

The Port Authority of New York and New Jersey, a governmental instrumentality and political subdivision of the States of New York and New Jersey, is generally exempt from taxation imposed by the United States, the State of New York, the State of New Jersey, or the municipalities of either of said two States. Unless otherwise noted below, our remittance reflects an amount exclusive of any tax. This check stub is your record of the governmental status of the Port Authority.

Purchase Order Number	Invoice Number	Invoice Date	Amounts		
			Gross	Deductions	Net
LG841099	2	04/26/2006	1,172,454.97		1,172,454.97
<p>This check is in settlement of the above items. Should there be any question regarding same, return to the Port Authority's Comptroller without alteration. To expedite payments, please use vendor # 403632 on all invoices. Fax # (201) 216-6378.</p>					
No. 1027555		Totals	1,172,454.97	0.00	1,172,454.97

REMOVE DOCUMENT ALONG THIS PERFORATION

MSGR. MCCLANCY MEMORIAL H.S.
BROTHERS OF SACRED HEART
71406 31ST AVENUE
EAST ELMHURST, NY 11370

THE BANK OF NEW YORK
JACKSON HEIGHTS, NY 11370
NO 1064214

30591

6/30/2006

PAY TO THE
ORDER OF

NAGAN CONAIR JV

\$ 1,172,454.97

One Million One Hundred Seventy-Two Thousand Four Hundred Fifty-Four and 97/100*****

DOLLARS

NAGAN CONAIR JV

MEMO

Paul Robert Conroy
AUTHORIZED SIGNATURE

⑆030591⑆ ⑆021460637⑆

EX. 1

⑆0117245497⑆

Ck. No. 30591

07/05

\$1,172,454.97

New York and New Jersey, a governmental instrumentality and political subdivision of the States of New Jersey, is generally exempt from taxation imposed by the United States, the State of New York, the State of New Jersey, or the municipalities of either of said two States. Unless otherwise noted below, our remittance reflects an amount exclusive of any tax. This check stub is your record of the governmental status of the Port Authority.

Purchase Order Number	Invoice Number	Invoice Date	Amounts		
			Gross	Deductions	Net
LGA841099	2A JBH Environmental	07/03/2006	25,200.00		25,200.00
LGA841099	3 NABAW	05/29/2006	459,501.30		459,501.30
LGA841099	4 NABAW	07/27/2006	252,000.00		252,000.00
NABAW / Con Air JV					
This check is in settlement of the above items. Should there be any question regarding same, return to the Port Authority's Comptroller without alteration. To expedite payments, please use vendor # 403632 on all invoices. Fax # (201) 216-6378.					
No. 1038330		Totals	736,701.30	0.00	736,701.30

REMOVE DOCUMENT ALONG THIS PERFORATION

700,035.15

736,701.30
 11,466.15

 725,235.15

MSGR. MCCLANCY MEMORIAL H.S
BROTHERS OF SACRED HEART
71-00 31ST AVENUE
EAST ELMHURST, NY 11370

THE BANK OF NEW YORK
JACKSON HEIGHTS, NY 11370
30-1005214

30881

10/5/2006

PAY TO THE ORDER OF NAGAN CONAIR JV

\$ 700,035.15

Seven Hundred Thousand Thirty-Five and 15/100

DOLLARS

NAGAN CONAIR JV

MEMO PORT AUTHORITY CONSTRUCTION

Robert Connolly & Co
AUTHORIZED SIGNATURE

⑆03088⑆ ⑆021410637⑆ Ex. 1

⑆0070003515⑆

Ck. No. 30881

10/12

\$700,035.15

SAVINGS DEPOSIT

City of New York and New Jersey, a governmental instrumentality and political subdivision of the States of New Jersey, is generally exempt from taxation imposed by the United States, the State of New York, the State of New Jersey, or the municipalities of either of said two States. Unless otherwise noted below, our remittance reflects an amount exclusive of any tax. This check stub is your record of the governmental status of the Port Authority.

Purchase Order Number	Invoice Number	Invoice Date	Amounts		
			Gross	Deductions	Net
LGA841099	5	08/29/2006	1,042,776.03		1,042,776.03
This check is in settlement of the above items. Should there be any question regarding same, return to the Port Authority's Comptroller without alteration. To expedite payments, please use vendor # 403632 on all invoices. Fax # (201) 216-6378.					
No. 1038778		Totals	1,042,776.03	0.00	1,042,776.03

← REMOVE DOCUMENT ALONG THIS PERFORATION →

MSGR. MCCLANCY MEMORIAL H.S.
BROTHERS OF SACRED HEART
71-06 31ST AVENUE
EAST ELMHURST, NY 11370

THE BANK OF NEW YORK
JACKSON HEIGHTS, NY 11370
90-1065214

30901

10/12/2006

PAY TO THE
ORDER OF

NAGAN CONAIR JV

\$ 1,042,776.03

One Million Forty-Two Thousand Seven Hundred Seventy Six and 03/100

DOLLARS

NAGAN CONAIR JV

MEMO

PORT AUTHORITY CONSTRUCTION

Robert Robert Connolly S.O.
AUTHORIZED SIGNATURE

⑆030901⑆ ⑆02640637⑆ 1

EX. 1

⑆0104277603⑆

Ck. No. 30901

10/13

\$1,042,776.

0

a governmental instrumentality and political subdivision of the States of New York and New Jersey from taxation imposed by the United States, the State of New York, the State of New Jersey or either of said two States. Unless otherwise noted below, our remittance reflects an amount of tax. This check stub is your record of the governmental status of the Port Authority.

Order Number	Invoice Number	Invoice Date	Amounts		
			Gross	Deductions	Net
LGA841099	6	09/28/2006	1,100,070.00		1,100,070.00
<p>This check is in settlement of the above items. Should there be any question regarding same, return to the Port Authority's Comptroller without alteration. To expedite payments, please use vendor # 403632 on all invoices. Fax # (201) 216-6378.</p>					
No. 1042848		Totals	1,100,070.00	0.00	1,100,070.00

← REMOVE DOCUMENT ALONG THIS PERFORATION →

MSGR MCCLANCY MEMORIAL H.S.
BROTHERS OF SACRED HEART
73 ON 31ST AVENUE
EAST ELMHURST, NY 11370

THE BANK OF NEW YORK
JACKSON HEIGHTS, NY 11370
70-1943214

31054

11/20/2008

PAY TO THE
ORDER OF

NAGAN CONAIR JV

\$ 1,088,975.00

One Million Eighty Eight Thousand Nine Hundred Seventy Five and 00/100

DOLLARS

NAGAN CONAIR JV

MEMO

PORT AUTHORITY CONSTRUCTION

Robert Robert Connolly S.C.
AUTHORIZED SIGNATURE

⑆031054⑆ ⑆021410637⑆

Ex. 1

⑆0108897500⑆

Ck. No. 31054

11/21

\$1,088,975.00

Payment to Nagan / Con Air Construction

Amount of Check From Port Authority \$1,100,070.00

Deductions:

a) Kleanbest Maintenance Inv. #1404	\$ 2,100.00
b) Bleacher Boards Replacement	\$ 2,400.00
c) Kleanbest Maintenance Inv. #1453	\$ 5,600.00
d) Schumacher & Farley	
i. Inv.#48176	\$ 795.00
ii. Inv. # 48174	\$ 250.00
iii. Inv. # 48193	<u>\$ 150.00</u>
<u>Total</u>	<u>\$ 11,295.00</u>

PAYMENT: **1,100,070.00 - 11,295.00 = \$1,088,975.00**

Kleanbest Maintenance

P.O. BOX 437
FLUSHING, N.Y. 11358

PLEASE, SEND ALL MAIL TO:
P.O. BOX 437
FLUSHING, N.Y. 11358

MONSIGNOR McGLANCY H.S.
71-08 31 AVE.
East Elmhurst, NY 11370

INVOICE **1404**

I.D. 048MCC
PERIOD ENDING: 9/30/2006

CHARGES

MONTH OF SERVICE	DESCRIPTION	DEBITS	CREDITS	CHARGES
September 2006	Cleaning during weekend Sept. 23,24 and 30	\$ 2,100.00	\$ 0.00	\$2,100.00

TOTAL

\$ 2,100.00

PLEASE,
PAY THIS
AMOUNT

PLEASE PAY PROMPTLY

**LATE PAYMENTS CHARGE OF 2% WILL BE CHARGED IF PAYMENT IS RECEIVED AFTER
THE 15th**



Office: (866) 282-9111 Production: (531) 378-1876 Facsimile: (516) 561-1867

SALES • INSTALLATION • MAINTENANCE

27 Fern Lane, Levittown, New York 11756

Msgr. McClancy H.S.
71-06 31st Ave.
East Elmhurst, N.Y. 11370

10/27/06
917-863-8397
fax-718-397-9325

ATTN: Nick

Required Bleacher board replacement to pass safety inspection.

Four (4) 19' 11" x 8 1/4" x 3/4" / Three (3) 19' 11" x 12 1/2" x 1" / one (1) 16' x 6 1/2" x 3/4" / Two (2) 16' x 8 1/4". Three (3) release board hinges.

Total Cost with install \$ 2,400.00

Kleanbest Maintenance

P.O. BOX 437
FLUSHING, N.Y. 11358

PLEASE, SEND ALL MAIL TO:
P.O. BOX 437
FLUSHING, N.Y. 11358

MONSIGNOR McCLANCY H.S.
71-06 31 AVE.
East Elmhurst, NY 11370

INVOICE **1453**

I.D. 048MCC
PERIOD ENDING: 10/31/2006

CHARGES

MONTH OF SERVICE	DESCRIPTION	DEBITS	CREDITS	CHARGES
October 2006	Cleaning during weekend Oct.1,7,8,14,15,22,28,	\$ 5,600.00	\$ 0.00	\$5,600.00

TOTAL

\$ 5,600.00

PLEASE,
PAY THIS
AMOUNT

*pd 1/30/06
check #
31297*



PLEASE PAY PROMPTLY

LATE PAYMENTS CHARGE OF 2% WILL BE CHARGED IF PAYMENT IS RECEIVED AFTER THE 15th

*Post authorized
Nov 20*

Schumacher & Farley Plumbing & Heating Inc.

36-52 37th. Street
Long Island City, NY 11101
Phone: 718-392-2105
Fax: 718-392-2311

Invoice

Frederick R. Dobler
NYC Licensed Master Plumber #645

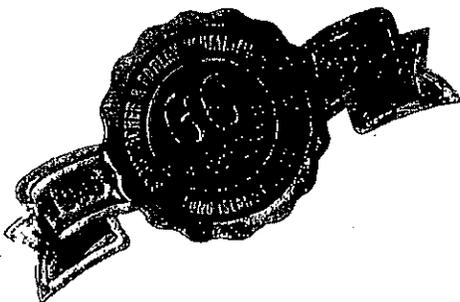
David E. Schmieder
NYC Licensed Master Plumber #1705
NYC Licensed Fire Suppression Contractor #788-B
Nassau T.O.B. LMP #B-1350
Town of Hempstead LMP #2524
Town of N. Hempstead LMP #1350 PR

Bill To
MONSIGNOR MCLANCY MEMORIAL HIGH SCHOOL 71-06 31ST AVENUE EAST ELMHURST, N.Y. 11370

Project	Date	Account #	Invoice #
#18361 - 71-06 31ST AVENUE	10/26/2006	4224	48176

Description	Amount
10/20,23/06 - PUMPED OFF WATER ON ROOF. CUT OUT LEAKING SECTION OF FOUR INCH LEADER LINE WHICH WAS PACKED SOLID. REPLACED WITH NEW CAST IRON PIPE.	795.00T

Subtotal	\$795.00
Sales Tax (0.00)	\$0.00
Total	\$795.00
Payments/Credits	\$0.00
Balance Due	\$795.00



Schumacher & Farley Plumbing & Heating Inc.

36-52 37th. Street
Long Island City, NY 11101
Phone: 718-392-2105
Fax: 718-392-2311

Invoice

Frederick R. Dobler
NYC Licensed Master Plumber #645

David E. Schmieder
NYC Licensed Master Plumber #1705
NYC Licensed Fire Suppression Contractor #788-B
Nassau T.O.B. LMP #B-1350
Town of Hempstead LMP #2524
Town of N. Hempstead LMP #1350 PR

Bill To
MONSIGNOR MCLANCY MEMORIAL HIGH SCHOOL 71-06 31ST AVENUE EAST ELMHURST, N.Y. 11370

Project	Date	Account #	Invoice #
#18400 - 71-06 31ST. AVENUE	10/26/2006	4224	48174
Description	Amount		
10/19/06 - ELECTRICALLY CLEANED AND CUT OUT SAND FROM ROOF DRAIN. TESTED AND LEFT WORKING.	250.00T		
Subtotal		\$250.00	
Sales Tax (0.00)		\$0.00	
Total		\$250.00	
Payments/Credits		\$0.00	
Balance Due		\$250.00	



Schumacher & Farley Plumbing & Heating Inc.

36-52 37th. Street
Long Island City, NY 11101
Phone: 718-392-2105
Fax: 718-392-2311

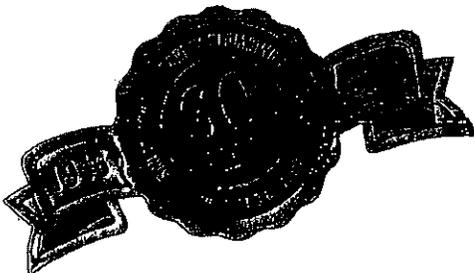
Invoice

Frederick R. Dobler
NYC Licensed Master Plumber #645

David E. Schmieder
NYC Licensed Master Plumber #1705
NYC Licensed Fire Suppression Contractor #788-B
Nassau T.O.B. LMP #B-1350
Town of Hempstead LMP #2524
Town of N. Hempstead LMP #1350 PR

<i>Bill To</i>
MONSIGNOR MCLANCY MEMORIAL HIGH SCHOOL 71-06 31ST AVENUE EAST ELMHURST, N.Y. 11370

Project	Date	Account #	Invoice #
#18438 - 71-06 31ST AVENUE	10/31/2006	4224	48193
Description	Amount		
10/23/06 - ELECTRICALLY CLEARED ROOF DRAIN STOPPAGE. HAD TO PUMP WATER OFF ROOF.	150.00T		
Subtotal		\$150.00	
Sales Tax (0.00)		\$0.00	
Total		\$150.00	
Payments/Credits		\$0.00	
Balance Due		\$150.00	



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Purchase Order Number	Invoice Number	Invoice Date	Amounts		
			Gross	Deductions	Net
LGA841099	7	01/31/2007	354,150.00		354,150.00
LGA841099	8	01/05/2007	272,406.01		272,406.01
This check is in settlement of the above items. Should there be any question regarding same, return to the Port Authority's Comptroller without alteration. To expedite payments, please use vendor # 403632 on all invoices. Fax # (201) 216-6378.					
No. 1054898		Totals	626,556.01	0.00	626,556.01

REMOVE DOCUMENT ALONG THIS PERFORATION

MSGR. MCCLANCY MEMORIAL H.S.
BROTHERS OF SACRED HEART
71-06 31ST AVENUE
EAST ELMHURST, NY 11370

THE BANK OF NEW YORK
JACKSON HEIGHTS, NY 11370
30-1063/214

31.

3/12/01

PAY TO THE
ORDER OF

Magan / Con Air Construction

\$ 616,00

Six hundred sixteen thousand six & ⁰¹/₁₀₀

MEMO

Part Airthing Construction

Brother Robert Connolly
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑆031448⑆ ⑆021410637⑆ EX. 1 ⑆0061601

002660576555 MAR 14 #0000031448 \$616,006.01

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

* # 2

Payment to Nagan / Con Air Construction

March 12, 2007

Amount of Check from Port Authority \$ 626,556.01

Deductions:

a)	Overtime	\$ 5,310.00
b)	Bleacher Covers	\$ 1,240.00
c)	Cleaning Company	\$ 3,500.00
d)	Shot Clock Repairs	\$ <u>500.00</u>

Total \$ ***10,550.00***

PAYMENT: 626,556.01 - 10,550.00 = \$ 616,006.01

SportsGraphics

(800) 257-6405

1791 Page Ave.
Clarion, IA 50525

Voice: 515-532-2857
FAX: (515) 532-2858
Fax: 515-532-2858

Invoice

Invoice Number:

6844

Invoice Date:

Dec 11, 2006

Page:

1

Bill To:

MSGR. MC CLANCY SCHOOL
71-06 31ST AVE.
E. ELMHURST, NY 11370

Ship To:

Customer ID	Customer PO	Payment Terms	
MSGR. MC CLANCY	JIM CASTRATARO	Net 30 Days	
Sales Rep	Shipping Method	Ship Date	Due Date
JAKE	Courier	12/11/06	1/10/07

Quantity	Item	Description	Unit Price	Amount
2.00	10BE	10 ROW BLEACHER ENCLOSURE MADE WITH 14 OZ MATERIAL. PRICE INCLUDES LOGO, ALL MOUNTING HARDWARE AND SHIPPING	620.00	1,240.00

Check/Credit Memo No:

Subtotal	1,240.00
Sales Tax	
Total Invoice Amount	1,240.00
Payment/Credit Applied	
TOTAL	\$1,240.00

Kleanbest Maintenance

P.O. BOX 437
FLUSHING, N.Y. 11358

PLEASE, SEND ALL MAIL TO:
P.O. BOX 437
FLUSHING, N.Y. 11358

MONSIGNOR McCLANCY H.S.
71-06 31 AVE.
East Elmhurst, NY 11370

INVOICE **1608**

I.D. 048MCC
PERIOD ENDING: 1/31/2007

CHARGES

MONTH OF SERVICE	DESCRIPTION	DEBITS	CREDITS	CHARGES
November 2006	Cleaning weekend Nov. 4,5,11,12,18, 25 and 26	\$ 4,900.00	\$ 0.00	\$4,900.00
January 2007	Weekend Dec.30-Dec.31/06 & Jan.1/07 (\$700x3)	\$ 2,100.00	\$ 0.00	\$2,100.00

3500

TOTAL

\$ 7,000.00

PLEASE,
PAY THIS
AMOUNT

[Empty box]

PLEASE PAY PROMPTLY

**LATE PAYMENTS CHARGE OF 2% WILL BE CHARGED IF PAYMENT IS RECEIVED AFTER
THE 15 *th***



LONG ISLAND GYM. EQUIPMENT CO.
 POST OFFICE BOX 551
 103 COOPER STREET
 BABYLON, NEW YORK 11702
 PH. (631) 587-9513 FAX (631) 587-6199
 E-MAIL- llgymeco@aol.com

Invoice

DATE	INVOICE #
2/5/2007	739

BILL TO:

Msgr. McClancy High School
 71-06 31st Ave
 East Elmhurst, NY 11370

SHIP TO:

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
			2/5/2007			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Special	Troubleshoot and repair two Daktronics shot clocks Out-of-state sale, exempt from sales tax	500.00 0.00%	500.00 0.00



TOTAL \$500.00

2007 02 05 10:00 AM 456 1 2007-02-05 08:10

New York and New Jersey, a governmental instrumentality and political subdivision of the States of New York and New Jersey, is generally exempt from taxation imposed by the United States, the State of New York, the State of New Jersey, or the municipalities of either of said two States. Unless otherwise noted below, our remittance reflects an amount net of any tax. This check stub is your record of the governmental status of the Port Authority.

Purchase Order Number	Invoice Number	Invoice Date	Amounts		
			Gross	Deductions	Net
LGA841099	9	02/05/2007	300,060.00		300,060.00
<p>This check is in settlement of the above items. Should there be any question regarding same, return to the Port Authority's Comptroller without alteration. To expedite payments, please use vendor # 403632 on all invoices. Fax # (201) 216-6378.</p>					
No. 1057045		Totals	300,060.00	0.00	300,060.00

← REMOVE DOCUMENT ALONG THIS PERFORATION →

FOR YOUR PROTECTION, PLEASE CHECK THE FOLLOWING SECURITY FEATURES: THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER.

MSGR. MCCLANCY MEMORIAL H.S.
BROTHERS OF SACRED HEART
71-08 31ST AVENUE
EAST ELMHURST, NY 11370

THE BANK OF NEW YORK
JACKSON HEIGHTS, NY 11370
50-1063/214

31554

3/29/2007

PAID TO THE ORDER OF NAGAN CONAIR JV

\$ **291,570.00

Two Hundred Ninety-One Thousand Five Hundred Seventy and 00/100

DOLLARS

NAGAN CONAIR JV

Broth Robert Connolly S.C.
AUTHORIZED SIGNATURE

MEMO PORT AUTHORITY CONSTRUCTION

SECURITY FEATURES INCLUDED: DETAILS ON BACK

⑈031554⑈ ⑆021410637⑆

EX. 1

⑈0029157000⑈

Kleanbest Maintenance

P.O. BOX 437
FLUSHING, N.Y. 11358

PLEASE, SEND ALL MAIL TO:
P.O. BOX 437
FLUSHING, N.Y. 11358

MONSIGNOR McCLANCY H.S.
71-06 31 AVE.
East Elmhurst, NY 11370

INVOICE **1608**

I.D. 048MCC
PERIOD ENDING: 1/31/2007

CHARGES

MONTH OF SERVICE	DESCRIPTION	DEBITS	CREDITS	CHARGES
November 2006	Cleaning weekend Nov. 4,5,11,12,18, 25 and 26	\$ 4,900.00	\$ 0.00	\$4,900.00
January 2007	Weekend Dec.30-Dec.31/06 & Jan. 1/07 (\$700x3)	\$ 2,100.00	\$ 0.00	\$2,100.00

Pal.
3500

TOTAL **\$ 7,000.00**  PLEASE, PAY THIS AMOUNT

PLEASE PAY PROMPTLY
LATE PAYMENTS CHARGE OF 2% WILL BE CHARGED IF PAYMENT IS RECEIVED AFTER
THE 15 *th*

FROM YOUR
1099

...refally exempt from taxation imposed by the United States, the State of New York, the State of
...unicipalities of either of said two States. Unless otherwise noted below, our remittance reflects an
...any tax. This check stub is your record of the governmental status of the Port Authority.

Purchase Order Number	Invoice Number	Invoice Date	Amounts		
			Gross	Deductions	Net
LGAB41099	10	03/21/2007	78,440.00		78,440.00
This check is in settlement of the above items. Should there be any question regarding same, return to the Port Authority's Comptroller without alteration. To expedite payments, please use vendor # 403632 on all invoices. Fax # (201) 216-6378.					
No. 1064458		Totals	78,440.00	0.00	78,440.00

← REMOVE DOCUMENT ALONG THIS PERFORATION →

MSGR. MCCLANCY MEMORIAL H.S.
BROTHERS OF SACRED HEART
71-06 31ST AVENUE
EAST ELMHURST, NY 11370

THE BANK OF NEW YORK
JACKSON HEIGHTS, NY 11370
30-1063711

31715

5/29/2007

PAY TO THE ORDER OF NAGAN CONAIR JV

\$ 65,526.10

Sixty-Five Thousand Five Hundred Twenty-Six and 10/100

DOLLARS

NAGAN CONAIR JV

Robert Connolly LLC

AUTHORIZED SIGNATURE

MEMO PORT AUTHORITY CONSTRUCTION

⑆031715⑆ ⑆021410637⑆

Ex. 1

⑆0006552610⑆

008170113267 JUN 06 #0000031715 \$65,526.10

Payment to Nagan / Con Air Construction

May 29, 2007

Amount of check from Port Authority \$ 78,440.00

Deductions:

a)	SportsGraphics (padding in gym)	\$ 3,595.00
b)	Anaconda Sports (pitching mound)	\$ 1,188.90
c)	Overtime	i.) \$ 5,205.00
		ii.) \$ 825.00
d)	Weekend Cleaning (April 14-15)	\$ 1,400.00
e)	Weekend Cleaning (5/20)	<u>\$ 700.00</u>
	Total	\$ 12,913.90

PAYMENT: 78,440.00 - 12,913.90 = \$ 65,526.10

SportsGraphics

(800) 257-6405

FAX: (515) 532-2858

1791 Page Ave.
Clarion, IA 50525

Voice: 515-532-2857
Fax: 515-532-2858

Invoice
Invoice Number: 7278
Invoice Date: May 17, 2007
Page: 1

Bill To:
MSGR. MC CLANCY SCHOOL
71-06 31ST AVE.
E. ELMHURST, NY 11370

Ship To:
ATTN: JIM CASTRATARO

Customer ID	Customer PO	Payment Terms	
MSGR. MC CLANCY		Net 30 Days	
Sales Rep	Shipping Method	Ship Date	Due Date
JAKE	Courier	5/17/07	6/16/07

Quantity	Item	Description	Unit Price	Amount
4.00	SF-300	STAGE MAT (PLAIN) - FOR EXTENDED COVERAGE - PRICE IS PER FOOT - 43" X 94.5" X 9"	760.00	3,040.00
1.00		LOGO PANEL	160.00	160.00
1.00	PM-100	PANEL MAT 6'X30" (30 OZ MATERIAL)	69.00	69.00
1.00		SHIPPING	326.00	326.00
1.00	PREPAY	YOU MAY DEDUCT AN ADDITIONAL 5% OFF THE TOTAL IF YOU PREPAY.		

Check/Credit Memo No:

Subtotal	3,595.00
Sales Tax	
Total Invoice Amount	3,595.00
Payment/Credit Applied	
TOTAL	\$3,595.00

ANACONDA SPORTS INC.
85 KATRINE LANE
LAKE KATRINE, NY 12449
Phone: 845-336-4024
FAX: 845-336-4848

Type : INVOICE Ref. No.: 1408374-1
Div. : KING Date : 03/22/07
Branch : ULST Customer: 12688
Page : 1 Ship To : SAME
Tr Type: IN Order # : 1408374-1

TO MONSIGNOR MCCLANCY HS SHIP MONSIGNOR MCCLANCY HS
ACCOUNTS PAYABLE TO JIM CASTRATARO
71-06 31ST AVE 71-06 31ST AVE
EAST ELMHURST, NY 11370 EAST ELMHURST, NY 11370

Via : UPS-REG GROUND SRVC P.O. No.: JIM CASTRATARO Sls ID : JS
Terms: NET 30 DAYS Job No. : Taxable: N
FOB : Taken By: Tax ID :
Freight : PREPAID Req'd : 03/06/07

LINE SHIPPED UM BACKORD ITEM and DESCRIPTION PRICE PC EXTENSION

10) 1 EA 417003 999.90 EA 999.90
PROPER PITCH MOUND

INTEREST AT 1 1/2% PER MONTH
OR 18% PER YEAR ON PAST DUE
INVOICES. CLAIMS ON SHORTAGES
MUST BE MADE WITHIN 10 DAYS.
REQUESTS FOR RETURNS MUST BE
WITHIN 30 DAYS. ALL RETURNS
REQUIRE A RETURN AUTH NUMBER
CALL 1-800-327-0074. RETURNS
ARE SUBJECT TO 25% RESTOCKING
FEE. FEDERAL ID # 14-1563227

SUB TOTAL 999.90
FREIGHT 189.00

TOTAL 1188.90

ANACONDA
SPORTS™

sales@anacondasports.com
www.anacondasports.com

MARCH OVERTIME
MCCLANCY H.S.

MON.12	4-6	2	
WEDS.14	4-6	2	
THURS.15	4-6	2	
FRI. 16	4-6	2	
WEDS. 28	4-6	2	
THURS.29	4-6	2	
FRI. 30	4-6	2	
SAT. 31	7AM-4PM	13.5	

TOTAL HOURS: 27.5

TOTAL DUE: 825.00

APRIL OVERTIME MCCLANCY H.S.

1SUN. 7AM-4PM	18
2MON 4-6	2
3TUES 4-6	2
4WEDS. 4-6	2
5THURS. 7AM-4PM	9
6FRI. 7AM-4PM	9
7SAT 7AM-4PM	13.5
8SUN 7AM-4PM	18
9MON 7AM-4PM	9
10TUES 7AM-4PM	9
11WEDS. 7AM-4PM	9
12THURS. 7AM-4PM	9
13FRI. 7AM-4PM	9
14 SAT. 7AM-4PM	13.5
15SUN. 7AM-NOON	10
16MON. 4-6	2
17TUES. 4-6	2
20FRI. 4-6	2
23MON 4-6	2
24TUES 4-6	2
25WEDS. 4-6	2
26THURS. 4-6	2
27FRI. 4-6	2
28SAT. 7AM-4PM	13.5
30MON. 4-6	2

TOTAL HOURS:173.5
TOTAL DUE: 5205.00

4400

Kleanbest Maintenance

P.O. BOX 437
FLUSHING, N.Y. 11358

PLEASE, SEND ALL MAIL TO:
P.O. BOX 437
FLUSHING, N.Y. 11358

MONSIGNOR McCLANCY H.S.
71-06 31 AVE.
East Elmhurst, NY 11370

INVOICE **1719**

I.D. 048MCC
PERIOD ENDING: 4/30/2007

CHARGES

MONTH OF SERVICE	DESCRIPTION	DEBITS	CREDITS	CHARGES
April 2007	Cleaning during weekend April 14&15	\$ 1,400.00	\$ 0.00	\$1,400.00

TOTAL

\$ 1,400.00

PLEASE,
PAY THIS
AMOUNT

pd 5/9/07
31665



PLEASE PAY PROMPTLY
LATE PAYMENTS CHARGE OF 2% WILL BE CHARGED IF PAYMENT IS RECEIVED AFTER
THE 15 *th*

Kleanbest Maintenance

P.O. BOX 437
FLUSHING, N.Y. 11358

PLEASE, SEND ALL MAIL TO:
P.O. BOX 437
FLUSHING, N.Y. 11358

MONSIGNOR McCLANCY MEMORIAL H.S.
71-06 31 AVE
EAST ELMHURST, NY 11370

INVOICE **1774**

I.D. 030MCC
PERIOD ENDING: 5/31/2007

CHARGES

MONTH OF SERVICE	DESCRIPTION	DEBITS	CREDITS	CHARGES
May 2007	5/20/07 Cleaning & Heavy Dusting In Sunday	\$ 700.00	\$ 0.00	\$700.00
May 2007	CLEANING SERVICE	\$ 3,663.00	\$ 0.00	\$3,663.00

TOTAL

\$ 4,363.00

PLEASE,
PAY THIS
AMOUNT

PLEASE PAY PROMPTLY

**LATE PAYMENTS CHARGE OF 2% WILL BE CHARGED IF PAYMENT IS RECEIVED AFTER
THE 15 *th***



...rity of New York and New Jersey, a governmental instrumentality and political subdivision of the States of New Jersey, is generally exempt from taxation imposed by the United States, the State of New York, the State of New Jersey, or the municipalities of either of said two States. Unless otherwise noted below, our remittance reflects an amount exclusive of any tax. This check stub is your record of the governmental status of the Port Authority.

Purchase Order Number	Invoice Number	Invoice Date	Amounts		
			Gross	Deductions	Net
LGA841099	11	05/09/2007	139,200.00		139,200.00
This check is in settlement of the above items. Should there be any question regarding same, return to the Port Authority's Comptroller without alteration. To expedite payments, please use vendor # 403632 on all invoices. Fax # (201) 216-6378.					
No. 1070944		Totals	139,200.00	0.00	139,200.00

REMOVE DOCUMENT ALONG THIS PERFORATION

031000040
07/30/2007
6119504988

This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check.

0260135763 07/27/2007
0229971860

MSGR. MCCLANCY MEMORIAL H.S. BROTHERS OF SACRED HEART 71-06 31ST AVENUE EAST ELMHURST, NY 11370		THE BANK OF NEW YORK JACKSON HEIGHTS, NY 11370	31867
PAY TO THE ORDER OF		NAGAN CONAIR JV	7/24/2007
MEMO		PORT AUTHORITY CONSTRUCTION	\$ 110,830 00
One Hundred Ten Thousand Six Hundred Thirty and 00/100			DOLLARS
NAGAN CONAIR JV		<i>Robert Connolly, Jr.</i> AUTHORIZED SIGNATURE	

031867-0221410637-6909396636 Ex. 1

031867

41021410637

6909396636

* # 5

Payment to Nagan / Con Air Construction

July 25, 2007

Amount of check from Port Authority \$139,200.00

Deductions:

a) Overtime – May	\$ 3,390.00
b) Overtime – June	\$ 3,660.00
c) Stage Curtains	\$ 15,200.00
d) Water boiler	\$ 4,920.00
e) Weekend cleaning (7/15; 7/22)	\$ <u>1,400.00</u>

Total \$ 28,570.00

Payment:

$\$139,200.00 - \$ 28,570.00 =$ \$ 110,630.00

N.B. All deductions approved by Mert Bil

McClancy H.S. May Overtime

Tues. 2	4-6	2
SAT. 5	7-4	13.5
WEDS. 9	4-6	2
THURS. 10	4-6	2
WEDS. 16	4-6	2
THURS. 17	8-5	18 HOLYDAY
FRI. 18	8-5	18 HOLYDAY
SAT. 19	8-5	13.5
SUN. 20	8-5	18
SAT. 26	7-3	12
MON. 28	8-2	12

TOTAL HOURS 113

AMOUNT DUE 3390.00

JUNE OVERTIME MCCLANCY

SAT. 2	8-4	12
SUN. 3	8-4	16
WEDS. 6	4-6	2
THURS. 7	4-6	2
FRI. 8	4-6	2
SAT. 9	8-4	12
TUES. 12	4-6	2
WEDS. 13	4-6	2

FRI. 15	4-6	2
SAT. 16	8-4	12
SUN. 17	8-4	16
FRI. 22	4-6	2
SAT. 23	8-4	12
SUN. 24	8-4	16
SAT. 30	8-4	12

TOTAL HOURS 122
AMOUNT DUE 3660.00

Deduct
from
check

05/25/2007 12:11 5166742213

PAGE 01



NOVELTY SCENIC STUDIOS, Inc.
THEATRICAL CONSULTANTS - FABRICATORS - INSTALLERS
"We Hang The Most From Coast to Coast!"

PROPOSAL #: 7274

June 25, 2007

VIA FAX #: 718-397-9325
718-898-3929

Msgr. McClancy High School
71-06 31st Avenue
Elmhurst, NY 11370
Attn: Nick

RE: STAGE CURTAINS

Dear Nick:

We hereby propose to replace the stage curtains as follows:

- Proscenium Valance, Fabric IFR Doral opaque, Color red
- (1) Pair front act curtains, Fabric IFR Doral opaque, Color red
- (2) Masking borders, Fabric IFR Nevada, Color black
- (3) Pairs masking legs, Fabric IFR Nevada, Color black
- (1) Pair rear stage curtains, Fabric IFR Nevada, Color black

All to be box pleated, 60% fullness added, bottom hem weighted. To be installed on existing track which we will re-rope and replace all defective hardware.

Flameproof certificate to be issued upon completion of job.

TOTAL INSTALLED PRICE: \$15,200.00



NOVELTY SCENIC STUDIOS, Inc.
THEATRICAL CONSULTANTS - FABRICATORS - INSTALLERS
"We Hang The Most From Coast to Coast!"

PROPOSAL #: 7274

June 25, 2007

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- (1) Pair rear stage curtains, Fabric IFR Nevada, Color black

All to be box pleated, 60% fullness added, bottom hem weighted. To be installed on existing track which we will re-rope and replace all defective hardware.

Flameproof certificate to be issued upon completion of job.

TOTAL INSTALLED PRICE: \$15,200.00

If we were to replace only the Proscenium valance and front curtains and remove, clean and reinstall the balance of the stage curtains.

TOTAL PRICE: \$11,700.00

We can not be responsible for the condition of the curtains after we clean these curtains since they are already starting to show evidence of abuse, or that all the stains will come out.

Respectfully submitted,

JOHN SHOUREAS

Cc: Institutional Services - Attn: Marliese Donnelly
Via fax # 718-279-3004

THEATRICAL - INSTITUTIONAL - COMMERCIAL - SINCE 1920
40 SEA CLIFF AVENUE, GLEN COVE, N.Y. 11542 (516) 671-5940 (718) 895-8668 FAX (516) 674-2213

Dobler

Schumacher & Farley Plumbing & Heating Inc.

36-52 37th. Street
Long Island City, NY 11101
Phone: 718-392-2105
Fax: 718-392-2311

Invoice

Frederick R. Dobler
NYC Licensed Master Plumber #645

David E. Schmieder
NYC Licensed Master Plumber #1705
NYC Licensed Fire Suppression Contractor #788-B
Nassau T.O.B. LMP #B-1350
Town of Hempstead LMP #2524
Town of N. Hempstead LMP #1350 PR

Bill To
MONSIGNOR MCLANCY MEMORIAL HIGH SCHOOL 71-06 31ST AVENUE EAST ELMHURST, N.Y. 11370

Project	Date	Account #	Invoice #
#19084 - 71-06 31ST AVENUE	2/28/2007	4224	48775
Description	Amount		
RESPONDED TO CALL FOR NO HOT WATER. LOCATED DEFECTIVE PRESSURE DIFFERENTIAL SWITCH ON LOCHINVAR HOT WATER BOILER. ORDERED PART AND RETURNED WHEN PART CAME IN. INSTALLED PART AND TESTED. FOUND ADDITIONAL PROBLEM. CONTACTED TECH SUPPORT FOR THIS BOILER AND WENT THROUGH A SERIES OF TESTS. TWO ADDITIONAL PROBLEMS WERE LOCATED: #1 - ALL THE BURNER TUBES INSIDE COMBUSTION CHAMBER WERE CLOGGED WITH DUST. WAS NECESSARY TO REMOVE ALL BURNER TUBES AND SOAKED IN WARM WATER AND BLEW OUT TUBES WITH AIR TO CLEAR BLOCKAGES. ALSO VACUUMED HEAT EXCHANGE OF DUST. LASTLY, REPLACED TWO HOT SURFACE IGNITORS FOR COMBUSTION THAT HAD BECOME WEAK FROM DUST ON TOP OF SURFACE.	4,920.00		
Subtotal		\$4,920.00	
Sales Tax (0.00)		\$0.00	
Total		\$4,920.00	
Payments/Credits		\$0.00	
Balance Due		\$4,920.00	

Kleanbest Maintenance

P.O. BOX 437
 FLUSHING, N.Y. 11358

PLEASE, SEND ALL MAIL TO:
 P.O. BOX 437
 FLUSHING, N.Y. 11358

MONSIGNOR McCLANCY MEMORIAL H.S.
 71-06 31 AVE
 EAST ELMHURST, NY 11370

INVOICE **1929**

I.D. 030MCC
 PERIOD ENDING: 7/31/2007

CHARGES

MONTH OF SERVICE	DESCRIPTION	DEBITS	CREDITS	CHARGES
July 2007	7/22/07 Cleaning & heavy dusting during Sunday	\$ 700.00	\$ 0.00	\$700.00
July 2007	7/15/07 Cleaning & heavy dusting during Sunday	\$ 700.00	\$ 0.00	\$700.00
July 2007	CLEANING SERVICE	\$ 3,663.00	\$ 0.00	\$3,663.00

✓
 ✓
 P.A.

TOTAL \$ 5,063.00

PLEASE, PAY THIS AMOUNT

LAST PAYMENTS

DATE PAYMENT RECEIVED	DESCRIPTION	APPLIED TO MONTH	CHECK N°.	CREDITS
6/29/2007	Payment invoice # 1866	June 07	31793	\$ 3,663.00
TOTAL CREDITS				\$ 3,663.00



PLEASE PAY PROMPTLY
LATE PAYMENTS CHARGE OF 2% WILL BE CHARGED IF PAYMENT IS RECEIVED AFTER THE 15th

Rep



... governmental instrumentally and political subdivision of the States of New Jersey, is generally exempt from taxation imposed by the United States, the State of New York, the State of ... of the municipalities of either of said two States. Unless otherwise noted below, our remittance reflects an ... exclusive of any tax. This check stub is your record of the governmental status of the Port Authority.

Purchase Order Number	Invoice Number	Invoice Date	Amounts		
			Gross	Deductions	Net
LGA841099	12	07/31/2007	148,241.30		148,241.30
LGA841099	13	09/14/2007	100,000.00		100,000.00
No. 1082309		Totals	248,241.30	0.00	248,241.30

This check is in settlement of the above items. Should there be any question regarding same, return to the Port Authority's Comptroller without alteration. To expedite payments, please use vendor # 403632 on all invoices. Fax # (201) 216-6378.

← REMOVE DOCUMENT ALONG THIS PERFORATION →

PAYMENT TO NAGAN / CONAIR CONSTRUCTION

* 6

Date: October 26, 2007

Amount of check from Port Authority (Inv. # 12 & 13) \$ 248,241.30

Deductions:

A)	Overtime	July	\$ 4,490.00
		August	\$ 2,970.00
		September	\$ 3,585.00
B)	Fixing Leak on Roof – Geiger Construction -		\$ 13,425.00
C)	Flood in locker Room – Great American Restoration		\$ 3,500.00
D)	Gym Work – Athletic Service Corp.		\$ 5,918.00
E)	Building Cleanup at end of August		\$ 9,200.00
F)	P.A. System (not completely fixed)		\$ 360.00
G)	Liquidated Damages – July 23 to October 31 (100 days @ \$500)		\$ <u>50,000.00</u>
		Total Deductions	\$ 93,448.00

Payment: 248,241.30 – 93,448.00 = \$154,793.30

S. P. Henneke

MCCLANCY H.S. ~~ACCOUNT~~ OVER TIME

SAT.1	8-4	12	
SUN.2	8-4	16	
MON.3	8-4	16	LABOR DAY
TUES.4	4-11	7	
WEDS.5	4-11	7	
THURS.6	4-11	7	
FRI.7	4-11	7	
SAT.8	8-4	12	
SUN.9	-----		
MON.10	4-6	2	
TUES.11	4-6	2	
WEDS.12	4-6	2	
THURS.13	4-6	2	
FRI.14	-----		
SAT.15	8-4	12	
SUN.16	-----		
MON.17	4-930	5.5	
TUES.18	4-7	3	
WEDS.19	4-6	2	
THURS.20	-----		
FRI.21	-----		
SAT.22	-----		
SUN.23	-----		
MON.24	4-7	3	
TUES.25	-----		
WEDS.26	4-6	2	
THURS.27	28, 29, 30	-----	

TOTAL HOURS: 119.5

TOTAL AMOUNT DUE: 3,585.00

JULY OVERTIME 2007

MCCLANCY HIGH SCHOOL

SUN.1	8-4	16	
MON.2	4-6	2	
TUES.3	4-6	2	
WEDS.4	8-4	16	4 TH OF JULY
THURS.5	4-5	1	
FRI.6	4-5	1	
SAT.7	8-5	13.5	
SUN.8	-----		
MON.9	4-6	2	
TUES.10	4-6	2	
WEDS.11	4-6	2	
THURS.12	4-6	2	
FRI.13	4-6	2	
SAT.14	8-6	15	
SUN 15	8-6	20	
MON.16	4-6	2	
TUES.17	4-6	2	
WEDS.18	4-6	2	
THURS.19	4-6	2	
FRI. 20	4-6	2	
SAT.21	8-6	15	NO SUPERVISION
SUN 22	8-6	20	NO SUPERVISION
MON 23	4-6	2	
TUES.24	4-6	2	
WEDS.25	4-6	2	TOTAL HOURS: 153
THURS.26	4-6	2	
FRI 27	4-6	2	TOTAL DUE:4590.00
SAT28	-----		
SUN.29	-----		
MON.30	4-6	2	TUES.31-----

MCCLANCY H.S. AUGUST OVERTIME

WEDS.1,2,3,4,5-----

MON.6	4-6	2
TUES.7	4-6	2
WEDS.8	4-6	2
THURS.9	4-6	2
FRI. 10	4-6	2
SAT. 11	8-4	12

SUN.12-----

MON13	4-6	2
TUES.14	4-6	2
WEDS.15	4-6	2
THURS.16	4-6	2
FRI 17	4-5	1
SAT. 18	8-4	12
SUN. 19	8-4	16
MON.20	4-5	1
TUES.21	4-5	1

WED. 22 -----

THURS.23-----

FRI.24-----

SAT25	8-4	12
SUN26	8-4	16
MON27	4-6	2
TUES.28	4-6	2
WEDS.29	4-6	2
THURS.30	4-6	2
FRI. 31	4-6	2

TOTAL HOURS: 99

TOTAL AMOUNT DUE: 2,970.00

August 23, 2007

Mr. Nelson Parra
John Ciardulla Assoc. Architects
575 8th Avenue 20th fl
New York, NY 10018

Pg. 2: 72-02 31st Avenue / Queens, NY
McClancy High School
Main Roof

SCHEDULE OF VALUES		
1a.	\$	2,375.00
1b.	\$	9,850.00
1c.	\$	1,200.00
TOTAL:	\$	13,425.00

If the terms of this proposal meet with your approval, please sign one copy and return to our office with a 50% deposit for the proposed work to be scheduled. Additional payments to be made as work progresses and final payment to be made within ten (10) days after completion. A late payment penalty of 1% per month will be charged on all invoices past 30 days. All prices are valid for sixty (60) days from proposal date.

Sincerely,

Karl Geiger, President
GEIGER CONSTRUCTION CO., INC.

APPROVED BY *Nick Melito*
DATE 8/31/07
AMOUNT OF DEPOSIT Deposit To Follow
Please make checks payable to GEIGER CONSTRUCTION CO.

cc. Mr. Nick Melito, McClancy HS
T: (917) 863-8397 F: (718) 397-9325

Great American Restoration Services Inc

2623 North Jerusalem Road
 East Meadow NY 11554

Invoice

Date	Invoice #
7/20/2007	3561

Bill To
Monsignor McClaney Memorial High School Nick 7106 31st ave east elmhurst, NY US

Project Info

P.O. No.	Terms	Sales Tax
	Due on receipt	

Quantity	Description	Rate	Amount
21	Coaxial vortex air manipulators \$30/ day /Fan	30.00	630.00
12	Dehumidifier rental 1grxl /day	115.32	1,383.84
		1,486.16	1,486.16

old invoice as per 7/19/07

Total	\$3,500.00
Payments/Credits	\$-3,500.00
Balance Due	\$0.00

Phone #	Fax #
516 783 5053	516 783 5054



Office: (856) 282-8111 Production: (831) 283-4600 Facsimile: (831) 282-4801

SALES • INSTALLATION • REPAIR SERVICE

866 Alton Blvd. Fairmountdale, New York 11736

Bill To:

10/31/2006

Msgr. McQuay Memorial H.S.
71-06 31st Ave
East Elmhurst, N.Y. 11370
ATTN: Nick

REMIT TO: ATHLETIC SERVICE CORP.
P.O. Box 38
Merrick, N.Y. 11566-0038

Invoice #	P.O. No.	Terms
913		Due on receipt

Item	Description	Qty	Rate	Amount
service	Supply and install with electric, two (2) electric winches/Two (2) 24' x 3 1/2" o.d. pipes w/ welded brace/mounts/momentary key switches/wiring		5,918.00	5,918.00

Thank you for your business.

For maintenance and test projects, Athletic Service assumes no responsibility for problems caused by equipment failures, tampering etc after maintenance test procedure is complete.

Total	\$5,918.00
Payments/Credits	\$0.00
Balance Due	\$3,918.00

Phone #	Fax #	E-mail
1-866-282-8111	516 561-1967	athleticservice@optonline.net

Kleanbest Maintenance

P.O. BOX 437
FLUSHING, N.Y. 11358

PLEASE, SEND ALL MAIL TO:
P.O. BOX 437
FLUSHING, N.Y. 11358

MONSIGNOR McCLANCY MEMORIAL H.S.
71-06 31 AVE
East Elmhurst, NY 11370

INVOICE **2032**

I.D. 031MCC
PERIOD ENDING: 8/31/2007

CHARGES

MONTH OF SERVICE	DESCRIPTION	DEBITS	CREDITS	CHARGES
August 2007	Major cleaning for entire building stripper & waxed 4 coats	\$ 9,200.00	\$ 0.00	\$9,200.00

TOTAL

\$ 9,200.00

PLEASE,
PAY THIS
AMOUNT



PLEASE PAY PROMPTLY
LATE PAYMENTS CHARGE OF 2% WILL BE CHARGED IF PAYMENT IS RECEIVED
AFTER THE 15th



SOUND EQUIPMENT CORPORATION

194 Brady Avenue
 P.O. Box 252
 Hawthorne, New York 10532-0252
 TEL: 914-769-8666 • FAX: 914-769-8364

INVOICE NO.
24787

CUSTOMER NO.
885713

SOLD TO: MGR. MC CLANCY MEM. H.S.
 ATTN: ACCOUNTS PAYABLE
 71-06 31ST AVENUE
 EAST ELMHURST, NY 11370

SHIP TO: ROBEANNE

DATE	SUBMITTAL #	P.O. NUMBER	SHIP VIA	JOB NAME
9/25/07	13615			

QUANTITY	PRODUCT NO.	DESCRIPTION	AMOUNT
2.00	SK	Service on 09/06/07 by SHELDON M. KOTLER	200.00
4.00	ACCWB5	SPEAKERS	160.00
NOTE: AUDIO IS GARBLED AND THERE ARE NO SELLS CORRECT: SEE ATTACHED WORK TICKET FOR DETAILS OF REPAIRS MADE AND PARTS USED SERVICE AS REQUESTED THANK YOU			
TOTAL DUE			360.00

*pd 10/9/07
 # 32084*

SPECIAL INSTRUCTIONS	ORIGINAL CONTRACT AMOUNT \$	360.00
	CHANGE ORDERS TO DATE \$	
	REVISED CONTRACT AMOUNT \$	
	AMOUNT PREVIOUSLY INVOICED \$	
	AMOUNT THIS INVOICE \$	
	REMAINING BALANCE TO BE INVOICED . . . \$	

TERMS: NET CASH - SERVICE
 NET 30 DAYS - MATERIALS
 1 1/2% INTEREST PER MONTH WILL BE CHARGED ON PAST DUE INVOICES

ORIGINAL

ALL CLAIMS MUST BE MADE WITHIN 24 HOURS AFTER RECEIPT OF DELIVERY

January 10, 2005

Monsignor McClancy Memorial High School
DBE PARTICIPATION PLAN

Instructions: The Apparent Low Bidder shall submit this Form to the Architect.

Contract No: Contractor:	NAGAN/CANAIR JV	Work Description:	Aircraft Noise Abatement at Monsignor McClancy Memorial H.S.
Mailing Address:	226 Wanser Ave. Inwood, NY 11096	Contract Amount:	\$ 7,200,000.00

Name, Address and Phone Number of Subcontractor (include name of contact person)	DBE Category	Description of Work	Approximate Dollar Amount	DBE Contract Amount
A. RUSSO WRECKING 67 East Ave. Lawrence NY 11559 Phone: (718) 978-5600 Fax: (516) 239-9324 Contact: Ms. Ann Russo		DUMPSTER	\$ 25,000	0.003
CASTILLO IRON Contact: Mr. Alberto Castillo 1675 Off Jerome Avenue Bronx, NY, 10453 Phone: (718) 294-9145 Fax: (718) 731-4044		STRUCTURAL STEEL	\$360,000	0.050

Signature: 
Bidder

Date: 9/22/05

002

NAGAN CONSTRUCTION INC.

09/23/2005 08:43 FAX 516 374 6280

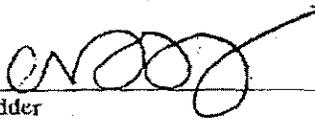
January 10, 2005

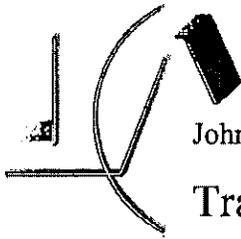
Monsignor McClancy Memorial High School DBE PARTICIPATION PLAN

Instructions: The Apparent Low Bidder shall submit this Form to the Architect.

Contract No: Contractor: <u>NAGAN/CONAIR JV</u>	Work Description: <u>Aircraft Noise Abatement at Monsignor McClancy Memorial H.S.</u>
Mailing Address: <u>226 Wanser Ave. Inwood, NY, 11096</u>	Contract Amount: <u>\$ 7,200,000. -</u>

Name, Address, and Phone Number of DBE Subcontractor (Including Name of Contact Person)	DBE Category	Description of Work Services to be Provided (Where applicable, include quantity and unit)	Apparent Dollar Amount of Subcontract	DBE Percentage
IAR Inc. (International Asbestos Removal) Contact: Ryan Foley 68-08 Woodside Ave. Woodside, New York 11377 Phone: (718) 335-0304 Fax: (718) 639-3938		INSULATION	\$110,000	0.015

Signature:  Date: 9/22/05
 Bidder



John Ciardullo Associates, P.C.

Transmittal

221 West 57th St
New York, NY 10019
T. (212) 245-0010
www.jca-architecture.com

date: August 10, 2005

to: Nick Russo
La Guardia Airport
Attn: Resident Engineer Office - Rm 3570
Flushing, NY 11371

tel: (718) 533-3796

fax: (718) 533-3768

from: Nelson Parra

cc:

re: Msgr McClancy Memorial High School - Soundproofing.

Enclosed for your records, please find one copy of the executed contracts between the General Contractor and the Asbestos Removal Contractor for the Soundproofing of Msgr McClancy HS.

Please call should you have any questions.

Nelson Parra



THE PORT AUTHORITY OF NY & NJ

Kennedy · Newark Liberty · LaGuardia
Teterboro · Downtown Manhattan Heliport

FAX

Aviation Department

School Soundproofing Program, 225 Park Avenue South, 9th Floor
New York, NY 10003
Tel. (212) 435-3768; Fax (212) 435-3833

<i>To:</i>	Wally Caban	<i>From:</i>	Zaheer Jaffery
<i>Title:</i>	Resident Engineer	<i>Date:</i>	August 10, 2005
<i>Company:</i>	PANYNJ	<i>Phone:</i>	212-435-3768
<i>Fax:</i>	718-533-3801	<i>Pages:</i>	Four (including cover) (Via e-mail) Bellini, Johanna; Esnes, Phyllis; Milhaven, Richard; Parra, Nelson; Radinson, William; Russo, Nick; Shamsundar, Tashmin; Spera, Anthony; Wells, Barbara
<i>Phone:</i>	718-533-3539	<i>cc</i>	
<i>Re: SSP, Msgr. McClancy High School, East Elmhurst, NY</i> <i>Corrected Concurrence-in-Award</i>			

Urgent For Review Please Comment Please Reply As Requested

Comments:

The Concurrence-in-Award sent to you yesterday had a typographical error (Contractor "Nagan" was mistyped as "Nadir"). The correct form is attached herewith in today's date. Please discard the previous award form in yesterday's date. The inconvenience is very much regretted.

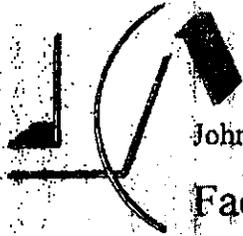


Construction Inc.

MMMHS Noise Abatement Project
Outlines of Master Work Schedule - Tentative

ID	Task Name	Duration	Start	Finish	2, 2005	Qtr 3, 2005	Qtr 4, 2005	Qtr 1, 2006	Qtr 2, 2006	Qtr 3, 2006	Qtr										
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	Notice of Award	0 days	Fri 6/3/05	Fri 6/3/05	◆ 6/3																
2	Mobilization	4 wks	Fri 6/3/05	Thu 6/30/05	■																
3	Relocation of Classroom Units #1&2 and other site work	4 wks	Fri 7/1/05	Thu 7/28/05	■																
4	Underground electric conduits, wiring and property box	2 wks	Fri 7/29/05	Thu 8/11/05	■																
5	Building extension - Mechanical room	52 wks	Fri 8/12/05	Thu 8/10/06	■																
6	Structural and other preperations for CU #3	6 wks	Mon 7/11/05	Fri 8/19/05	■																
7	Suspended ceiling installation at Multi Purpose Room	6 wks	Mon 6/27/05	Fri 8/5/05	■																
8	Suspended ceiling installation at Cafeteria and Corridors	6 wks	Mon 7/25/05	Fri 9/2/05	■																
9	Removals and temporary protection in Classrooms at pipe chase locations	10 wks	Mon 6/27/05	Fri 9/2/05	■																
10	Replacement of windows	8 wks	Mon 1/2/06	Fri 2/24/06	■																
11	Installation of Unit Ventilators	12 wks	Mon 6/26/06	Fri 9/15/06	■																
12	Final cleaning, test and balance	12 wks	Wed 7/26/06	Tue 10/17/06	■																

Project: MMMHS Noise Abatement Date: Tue 5/31/05	Task	■	Milestone	◆	External Tasks	■
	Split	-----	Summary	▬	External Milestone	◆
	Progress	■	Project Summary	▬	Deadline	↓



John Ciardullo Associates, P.C.

Facsimile

221 West 57th St
New York, NY 10019
New York
T. (212) 245-0010
www.jca-architecture.com

date: August 9, 2005

to: Nick Russo
La Guardia Airport
Attn: Resident Engineer Office - Rm 3570
Flushing, NY 11371

tel: (718) 533-3796

fax: (718) 533-3768

from: Nelson Parra

cc:

re: Msgr McCLancy Memorial High School - Soundproofing.

As requested, attached please find the letters from Zaheer Jaffery and FAA regarding the Notice to Proceed and the kickoff meeting.

Please call should you have any questions.

Nelson Parra



THE PORT AUTHORITY OF NY & NJ

Kennedy · Newark Liberty · LaGuardia
Teterboro · Downtown Manhattan Heliport

FAX

Aviation Department

School Soundproofing Program, 225 Park Avenue South, 9th Floor
New York, NY 10003
Tel. (212) 435-3768; Fax (212) 435-3833

To:	Wally Caban	From:	Zaheer Jaffery
Title:	Resident Engineer	Date:	August 8, 2005
Company:	PANYNJ	Phone:	212-435-3768
Fax:	718-533-3801	Pages:	Four (including cover)
Phone:	718-533-3539	cc	(Via e-mail) Bellini, Johanna; Russo, Nick; Parra, Nelson; Pompa, Ed
Re:	SSP, Msgr. McClancy High School, East Elmhurst, NY S & S Documents, Construction Contract Agreement, Insurance & Bonds		

Urgent For Review Please Comment Please Reply As Requested

Comments:

A set of the above-referenced documents is being mailed to you directly by the consultant, John Ciardullo Associates.

FAA has given the notice-to-proceed (see attached letter from FAA, advance e-m copy received on Friday). Please initiate the project start-up meeting. JCA have been asked to assist you in coordinating the meeting with all concerned parties.

Please let me know if you need any assistance from this end.

Best regards.

Handwritten initials: JWK, EP, NK

THE PORT AUTHORITY OF NY & NJ
Kennedy · Newark Liberty · LaGuardia
Teterboro · Downtown Manhattan Heliport

FAX

Aviation Department

School Soundproofing Program, 225 Park Avenue South, 9th Floor
New York, NY 10003
Tel. (212) 435-3768; Fax (212) 435-3833

To: Wally Caban	From: Zaheer Jaffery <i>Zaheer Jaffery</i>
Title: Resident Engineer	Date: August 8, 2005
Company: PANYNJ	Phone: 212-435-3768
Fax: 718-533-3801	Pages: Four (including cover)
Phone: 718-533-3539	cc: (Via e-mail) Bellini, Johanna; Russo, Nick; Parra, Nelson; Pompa, Ed
Re: SSP, Msgr. McClancy High School, East Elmhurst, NY S & S Documents, Construction Contract Agreement, Insurance & Bonds	

Urgent For Review Please Comment Please Reply As Requested

Comments:

A set of the above-referenced documents is being mailed to you directly by the consultant, John Ciardullo Associates.

FAA has given the notice-to-proceed (see attached letter from FAA, advance e-m copy received on Friday). Please initiate the project start-up meeting. JCA have been asked to assist you in coordinating the meeting with all concerned parties.

Please let me know if you need any assistance from this end.

Best regards.

FIRE PREVENTION CONTROL

- A. Comply with the safety provisions of the National Fire Protection Association's "National Fire Codes" pertaining to the Work and, particularly, in connection with any cutting or welding performed as part of the Work.

POLLUTION CONTROL

The Contractor shall:

- A. Comply with all laws, rules and regulations governing pollution control, including but not limited to those of the Department of Environmental Conservation of NYS.
- B. Refrain from the disposal of volatile fluid wastes into storm or sanitary sewer systems, approved sewage disposal systems or any waterway.
- C. Refrain from burning trash or waste materials.

TEMPORARY CLASSROOMS

- A. The Contractor shall provide temporary classroom trailers, comprising one classroom, including stairs, ramps, platforms and railings to access the trailers, as shown on the Contract Drawings, for the School's use during the course of the Work. The temporary classroom units will be funded by the F.A.A. and the P.A.
 - 1. The Contractor shall supply temporary classroom trailers in full compliance with the NYC Building Code and shall provide for all work necessary to provide the trailers with a temporary electric service from the local electric utility company.
 - 2. All toilet and sink facilities in the classroom trailers shall be self contained.
 - 3. At the completion of the Project, the Contractor shall remove the temporary classroom trailers and temporary electric service from the Site and shall restore the Site as indicated on the Drawings and directed by the MMMHS Representative.
 - 4. The Contractor shall provide temporary classroom trailers from a recognized leasing company such as GE Capital Modular Space in Farmingdale, NY 11735 or equal.

January 10, 2005

Soundproofing of
Monsignor McClancy Memorial High School

Ja

5. The Contractor shall furnish and install a wall mounted telephone in each temporary classroom with intercom only capabilities connected to the school's main telephone board. Intercom phones shall be compatible with the school's existing telephone system. The Contractor shall run all intercom phone wiring on temporary supports at 10'-0" above finished grade. The Contractor shall maintain the intercom telephones and wiring for the duration of the Contract. Upon completion of the Project, the Contractor shall remove the equipment, wiring and temporary wiring support and restore the Site to its original condition.

1.11 TEMPORARY FIELD OFFICES

A. Contractor's Field Office

The Contractor shall provide a temporary office trailer, for the Contractor's and the MMMHS Representative's use during the course of the Work.

1. The Contractor shall supply a temporary office trailer in full compliance with the NYC Building Code and shall provide and pay for all work necessary to provide the trailers with a temporary electric service from the local electric utility company. The trailer shall be located within the Contractor's Staging Area.
2. All toilet and sink facilities in the office trailer shall be self contained.
3. At the completion of the Project, the Contractor shall remove the temporary office trailer from the Site and shall restore the Site and finish the area as indicated on the Drawings and directed by the MMMHS Representative.
4. The Contractor shall provide a lockable office within his temporary office trailer for the exclusive use of the MMMHS Representative. The MMMHS Representative shall have access to this office and the Contractor's Staging Area at all times.
 - a. Bear all costs in relation to the furnishings, construction and removal of such office.
 - b. Office shall be of sufficient size to include



MONSIGNOR McCLANCY MEMORIAL HIGH SCHOOL
BROTHERS OF THE SACRED HEART

OFFICE OF THE PRESIDENT

BROTHER JOSEPH ROCCO, SC, Ed.D
PRESIDENT

Mr. Anthony Vero
LaGuardia Airport, Central Terminal Building
Resident Engineer's Office Room 3927
Flushing, NY 11371

FILE ①

Aircraft Noise Abatement Program - School Soundproofing Project
Monsignor McClancy Memorial High School - LGA 841-099

Dear Mr. Vero,

As discussed in recent meeting, McClancy HS has decided to default the general contractor on the above project.

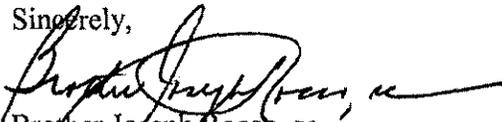
The contractor has failed to complete the contract work on time in accordance with the contract documents. Many items in place have been rejected and have not been repaired. The school is now faced with certain life safety issues which must be corrected as soon as possible. These life safety items include non-operable and non-conforming lack of heat and an improperly installed fire stopping.

The contractor has failed to provide a fire alarm interface as specified by the contract documents. In addition, some equipment installed was not in accordance with shop drawing approval and substandard for use in a school environment.

Without an operable fire alarm system, the school is in violation of NYC building and fire codes and must provide a fire watch until the situation is rectified.

McClancy HS hereby requests the PA Resident Engineer pay the emergency fire alarm contractor directly to perform the work necessary to correct the above life safety issues as soon as possible.

Sincerely,


Brother Joseph Rocco, SC
President



MSGR. McCLANCY MEMORIAL HIGH SCHOOL

Office of Advancement
 72-02 31st Avenue
 East Elmhurst, NY 11370
 718-397-9343
 Fax: 718-397-9325

e-mail: mcclancyhs@yahoo.com
 Website: www.msgrmcclancy.org

FILE (1)

FACSIMILE TRANSMISSION

DATE 12/10/07

TO: Nick Russo + Ed Longo FAX NUMBER # 9185333768

FROM: Nick McClancy TOTAL PAGE SENT 14
(Including cover)

SUBJECT: Bonding Cont. Proposal

MESSAGE: (if any) Any ADVICE would be APPRECIATED

Brother Rocco -

Attached is the draft completion agreement for your review. Please let me know if you would like my attorney to contact Mr. Miret, whose name will need to be added to the signature page, I am hoping that we can have this executed as soon as possible. Please contact me with any questions or concerns.

Thank you for your attention to this matter.
Kim Tibbetts

COMPLETION AGREEMENT

This Completion Agreement (the "Agreement") is made as of the _____ day of December, 2007 by and between the Monsignor McClancy Memorial High School (the "School"), 71-06 31st Avenue, East Elmhurst, New York 11370, Negan Construction, Inc./Constr Corp., A Joint Venture ("NCJV"), 226 Wanser Avenue, Inwood, New York 11096 and Travelers Casualty and Surety Company of America ("Travelers"), One Tower Square, Hartford, Connecticut 06183.

RECITALS:

WHEREAS, on or about June 1, 2005, the School and NCJV entered into a contract (the "Contract") for Aircraft Noise Abatement at the Monsignor McClancy Memorial High School for \$7,200,000 (the "Project"); and

WHEREAS, Travelers, as Surety, issued a Performance Bond and a Payment Bond, both bearing Bond No. 103836517 and both dated June 16, 2005, in favor of the School, as owner or obligee, each in the amount of \$7,200,000 with respect to said Contract; and

WHEREAS, by letter dated October 29, 2007, the School, by its architect John Ciardullo Associates, P.C., declared NCJV in default of the Contract, formally terminated NCJV's right to complete the Contract, and made demand upon Travelers to complete the Contract in accordance with the Performance Bond; and

WHEREAS, NCJV has contended that the School's default and termination of NCJV were improper, and that the owner's demand upon Travelers to complete the contract was likewise improper, and

WHEREAS, by letter dated November 1, 2007, Travelers confirmed that it was willing to meet with the School to discuss this default/termination, and Travelers requested copies of documentation so that it may conduct an investigation with a full reservation of rights available to both Travelers and NCJV; and

WHEREAS, on November 19, 2007, the School, NCJV, and Travelers met at the offices of the Port Authority of New York and New Jersey ("Port Authority") at LaGuardia Airport, and have reached a settlement or compromise of their disputes and issues as set forth below in this Agreement.

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, the School, NCJV, and Travelers agree as follows:

AGREEMENT:

1. The School withdraws and retracts its default/termination of NCJV, and demand upon Travelers under its Performance Bond, subject to reinstatement as set forth in paragraph 5 below. The School consents that NCJV complete the Contract. NCJV's completion will be monitored by a construction consultant retained by the surety, namely

Lovett Silverman Construction Consultants, Inc., in the person of Pedro M. Rosario, who shall act as an interface between the School and NCJV with respect to its completion of the Contract. The parties acknowledge that the Port Authority, in conjunction with the School's representatives, shall continue to inspect the work performed by NCJV and determine the acceptability and value thereof.

2. The School shall promptly pay NCJV's requisition No. 12, which has been approved by the School and Port Authority for \$148,201, and NCJV's requisition No. 13, which has been approved by the School and Port Authority for the reduced amount of \$100,000.

3. As a temporary or interim arrangement, payments of these two requisitions in such amounts shall be made by the School and delivered for deposit to Travelers' attorney, Benjamin D. Lentz, Esq., in escrow, to be disbursed to NCJV's subcontractors, vendors and laborers in amounts authorized by Travelers and NCJV in writing, and with any balance to be disbursed as jointly authorized by Travelers and NCJV in writing. Such payments by the School shall be made payable to "Torre Lentz Gamell Gary & Rittmaster, LLP, as Attorneys" ("Torre Lentz"). Travelers and NCJV expressly agree that, except in case of gross negligence, each of them will hold harmless and indemnify Torre Lentz, from all liability arising out of its service as escrow agent. NCJV expressly agrees that the fact that Torre Lentz serves as an escrow agent shall not disable or preclude Torre Lentz from its representation of Travelers in connection with this matter.

4. As set forth above, the escrow arrangements with Torre Lentz are temporary or interim arrangements. Payments thereafter shall be made to Travelers, unless and until the School is directed otherwise in writing by Travelers.

5. The School, in conjunction with the Port Authority, shall promptly meet with NCJV to discuss and try to resolve (1) the submissions made by the School and Port Authority to NCJV's requisition No. 13, which was originally submitted for \$217,035; (2) the School's pending claims for deleted work and credits; (3) NCJV's pending claims for extra work; and (4) all other issues regarding completion of the remaining work under the contract.

6. NCJV shall furnish to the School a manpower loaded schedule regarding completion of the remaining work to be performed under the Contract within six (6) days after execution of this Agreement.

7. It is the intention of the parties to try to settle their disputes pursuant to the terms of agreement set forth herein. However, in the event NCJV does not perform completion work acceptable to the School and the Port Authority, then, within ninety days after the date of this Agreement, or at any time thereafter, the School reserves its rights to reinstate its formal declaration of default/termination, and renew its demand upon Travelers under the Performance Bond. In such event, however, NCJV and Travelers each reserves all of its respective rights, claims, defenses, positions, etc.

8. This Agreement is solely for the benefit of the parties, the School, NCJV and Travelers. The parties do not intend by any provision of this Agreement to create any rights in or increase the rights of any third-party beneficiaries, nor to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the parties. Specifically, the parties acknowledge that nothing in this Agreement shall extend or increase the rights of any third-party claimants or the liabilities or obligations of Travelers under the Performance Bond or Payment Bond.

9. The School, NCJV and Travelers acknowledge that there have been no oral, written or other agreements of any kind as a condition precedent to or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement.

10. This Agreement shall not be changed, amended or altered in any way except in writing and executed by the School, NCJV and Travelers.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

12. This Agreement shall be governed by and controlled by the laws of the State of New York.

13. Any notices which are required to be given by the terms of this Agreement or the Bond shall be made as follows:

As to the School:
Via regular mail,
Postage prepaid to:

[Name]
Monsignor McJannet Memorial High School
71-0631st Avenue
East Elmhurst, New York 11370

With a copy to:

[Name of School's Attorney]

As to NCIV
Via regular mail
Postage prepaid to:

Nadir Uygan
NCIV Construction, Inc./Conair Corp.
225 Wanser Avenue
Inwood, New York 11096

With a copy to:
Howard Burger, Esq.
Warsaw Burstein Cohen Schlesinger & Kuh, LLP
555 Fifth Avenue
New York, New York 10017

As to the Surety:
Via regular mail,
Postage prepaid to:

Kimberly J. Tibbetts, Esq.
Associate Bond Counsel
St. Paul Travelers Bond
One Tower Square, 2S2
Hartford, Connecticut 06183

With a copy to:

Benjamin D. Lentz, Esq.
Torre, Lentz, Gansell, Gary & Rittmaster, LLP
100 Jericho Quadrangle
Suite 309
Jericho, New York 11753

14. This Agreement is effective as of the date of the date first written above.

15. This Agreement shall be binding upon the parties and their respective successors and assigns.

16. In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, unless this results in a failure of consideration, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

17. It is understood and agreed by the School, NCIJ and Travelers that this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above, and each of the undersigned personally represent and warrant that they have the full right, power and authority to execute this Agreement on behalf of the respective party so represented.

Monsignor McClancy Memorial High School

By: _____

Title:

Nagan Construction, Inc./Conair Corp., A Joint Venture

By: _____

Nadir Uygan

Title: President Nagan Construction, Inc.

Travelers Casualty and Surety Company of America

By: _____

Kimberly J. Tibbetts, Esq.

Title: Associate Bond Counsel

ACKNOWLEDGEMENT

STATE OF CONNECTICUT)

COUNTY OF _____) ss.:

On the _____ day of December, 2007, before me, the undersigned, personally appeared St. Paul Travelers Bond by Kimberly J. Theodor, Esq., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the _____ (add the city or political subdivision and the state or country).

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF QUEENS)

On the _____ day of December, 2007, before me, the undersigned, personally appeared Messinger McManoy Memorial High School by _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the _____ (add the city or political subdivision and the state or country).

Notary Public

ACKNOWLEDGEMENT

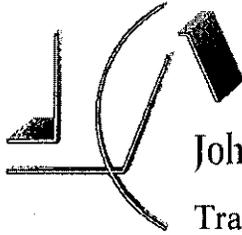
STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the _____ day of December, 2007, before me, the undersigned, personally appeared Nagan Construction, Inc./Conair Corp., A Joint Venture, by Nadir Uygan, President of Nagan Construction, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the _____ (add the city or political subdivision and the state or country).

Notary Public



John Ciardullo Associates, P.C.

Transmittal

575 8th Avenue
New York, NY 10018
T. (212) 245-0010
F. 245-0020
www.jca-architecture.com

date: December 7, 2007

to: **Kimberly Tibbetts**
Construction Services Claim
Bond & Financial Products
Travelers
One Tower Square 2S1A
Hartford, CT 06183

tel: 860-277-8057

fax: 860-277-1303

from: Nelson Parra

cc: **NICK RUSSO**

re: Nagan Construction / Conair Corp Joint Venture - Performance Bond # 103836517

*McClancy H.S.
FILE*

Ms Tibbetts,

In response to Mr Bil's retrospective reflections in his letter of 12-5-07 on the events surrounding the loss of heat on December 4, I am sending you a copy of an email we received from Mr. Melito. I am also writing to inform you and him that the loss of heat due to activation of a boiler safety feature does relieve NCJV of fault in this event. Finally, my apparent error should not be used to deflect the validity of our claims or excuse, negate or whitewash the poor level of workmanship performed by the GC that can be found throughout the building and in that boiler room.

I commend Mr Bil and thank him for his swift resolution to the problem. I respect Mr. Bil and regret the inaccuracies that may exist in my letter, however, if the issue was not resolved in the timely manner that it was, thanks to Mr. Bil, the school would have been forced to close.

The safety shut off, which has never activated before to our knowledge, might have tripped due to the missing exhaust fan and masonry wall opening in the boiler room. This missing exhaust fan might even prove to be the root cause in the formation of the back draft that set off the boiler panel shut down.

Nelson of JCA and Nick Melito of MMMHS were standing right next to Mert when he jumpered the system on December 4, 2007.

The point is, there is no reason why this project is incomplete after two years.

The fact is that work in this room and this school is not competently done.

Enclosed please find our four part defect list with photographs and a monetary value that the school and this office place upon the successful and competent completion and verification of each entry.

If you have any questions, please call.

Sincerely,

Richard Piacentini

RECEIVED
PORT AUTHORITY NY/NJ

DEC 10 2007

>>> <coach27bb@aol.com> 12/7/2007 11:48 AM >>>

Nelson,

I would like to respond to this letter and please pass it along to the bonding company. It is true that the safety switch was the cause of no power to the board. I find it amusing that Nagan is so quick to respond when they think they are right. There are a couple of points that they overlook.

1. They were supposed to replace a water sensor at least a month ago before they were asked to leave the job. The control box would have not worked without this sensor. It was finally replaced this morning after the same Con Air technician found the original problem. It fascinates me that The contractor is upset at our rush to blame them.

2. In an email to us Con Air promised to check our boilers and to take care of them. This was way before they were thrown out of the building. My point is if the heat was all set to go by the 15th of October, how could we possible have these problems on the 7th of December.

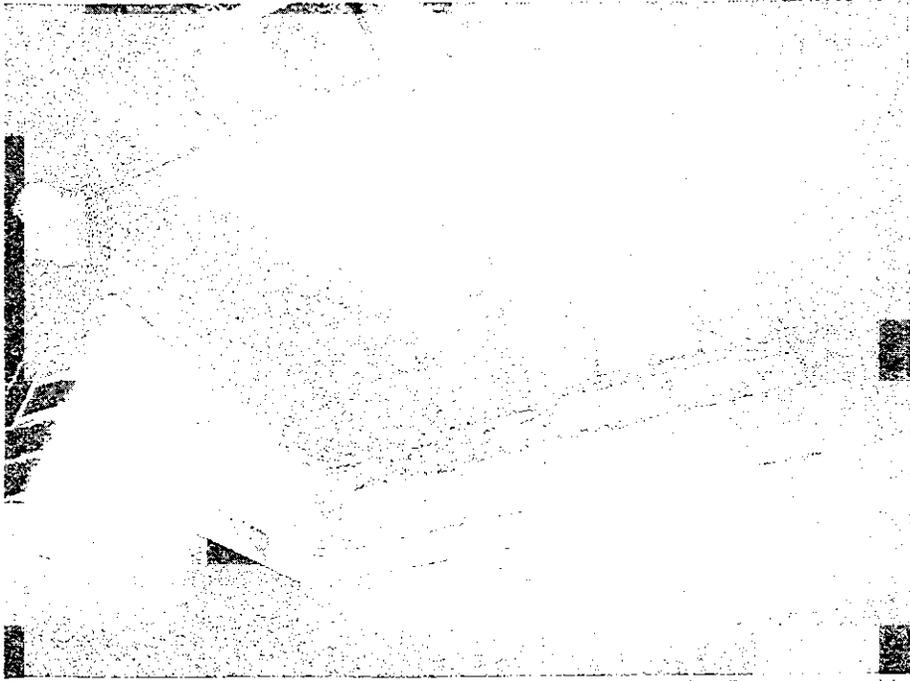
I was the one who gave Richard the information because at the time no one new what the problem was or where the electrical line was tied in to. This group included Mert, Peter the electrician and myself. Please forgive me that I would jump to the conclusion that The contractor messed up. What would possess me to think like that? The bottom line is that our building is a mess. We have people getting sick and parents are starting to complain. Our building is cold and some parts have no heat at all. It is the incompetence of the contractor that has greatly compromised our school. If we have to close because of no heat, I assure you that we will take action to remedy the situation. Today ,a report was sent by Robert of Trane to Bruce of Con Air. That report will reflect exactly what i was told by robert yesterday,December 6th 2007. We all observed that cold air was coming in from the out side and the units were not properly insulated. The fan units are shutting down to protect the unit. There is several units like this, and people are sitting in offices with no heat. I would roughly 60to70 percent of the units give false thermostat readings because the cold air is hitting the sensor. I will be speaking with you about how we think this should be rectified. Also we should demand a copy of that report because i would not want to make false accusations. We are in an emergency situation and I would like to know if the bonding company would like to visit our school and see things how they really are. I guess in Nagans world these are just punch list items. In our world, they have ruined our building, and compromised our existence. I wonder if Nagan will be sending you a letter to answer this letter.

Angry and disgusted,

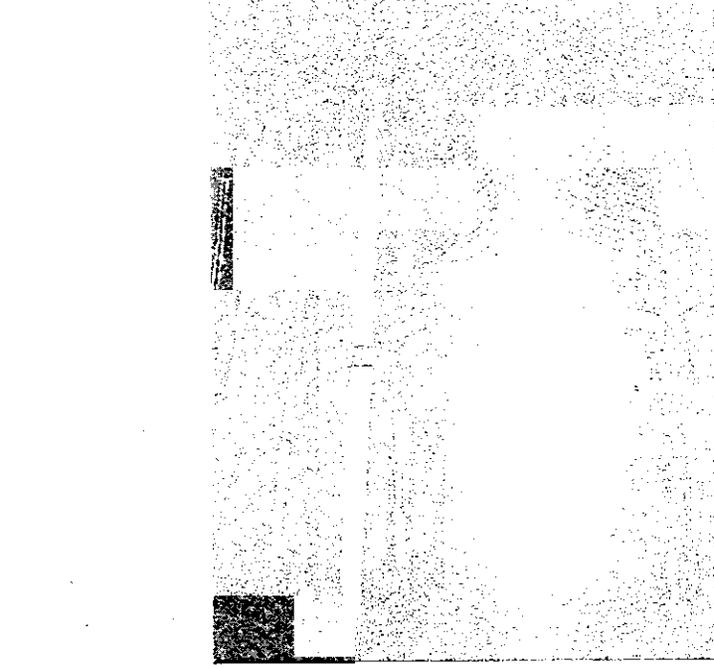
Nick Melito



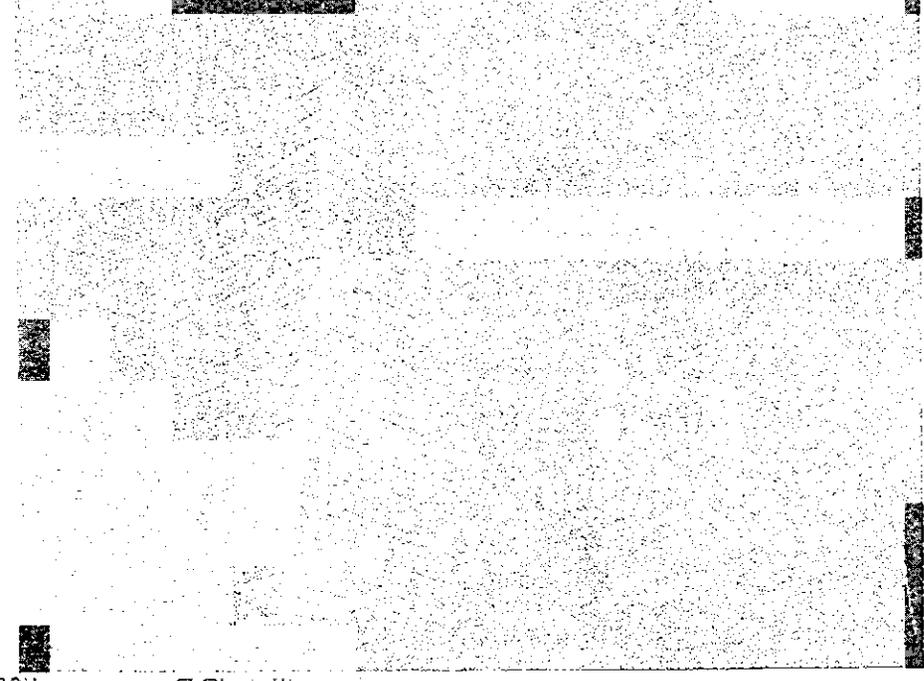
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11.08.07_002.JPG



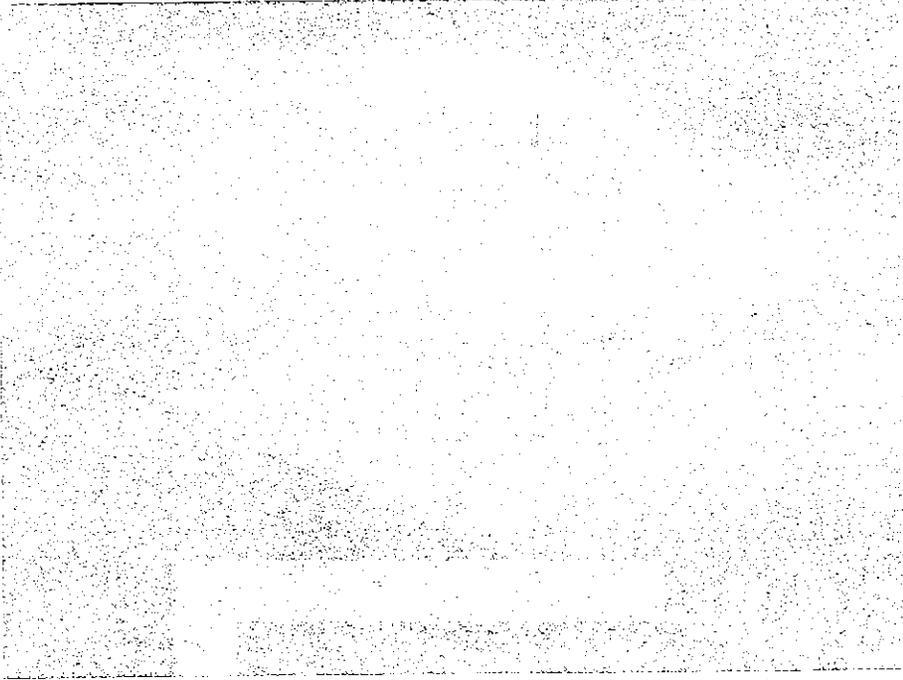
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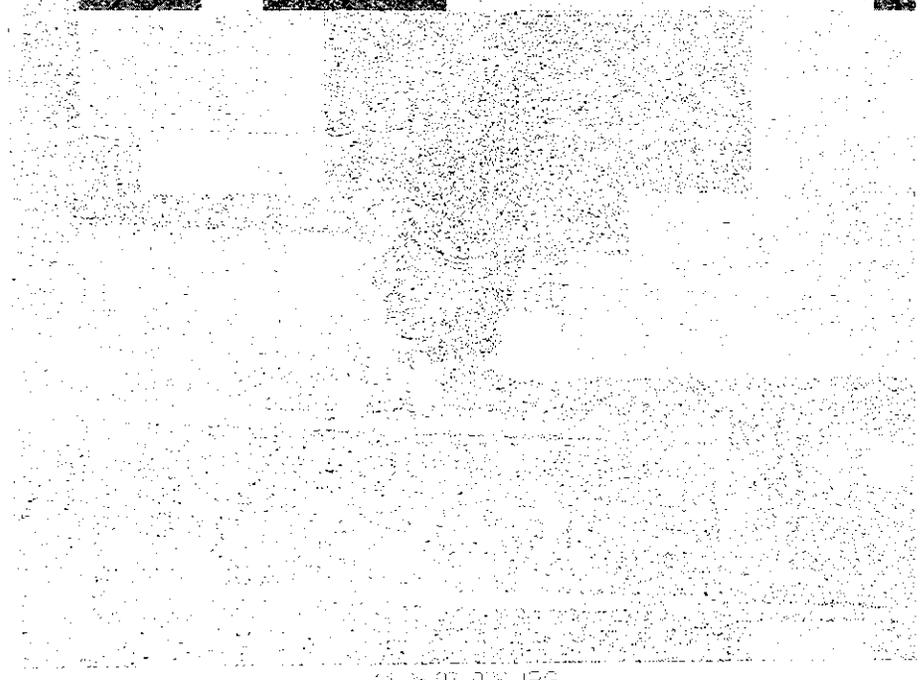
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AmChapmanHS Data - Her Photos - WebMunch Date: 11/03/07

1 of 4

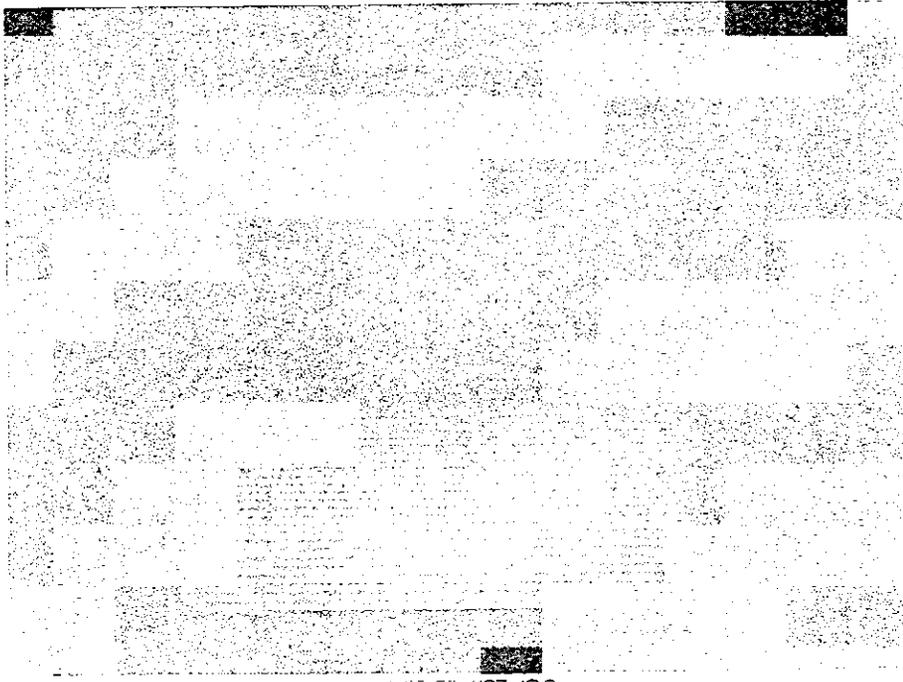


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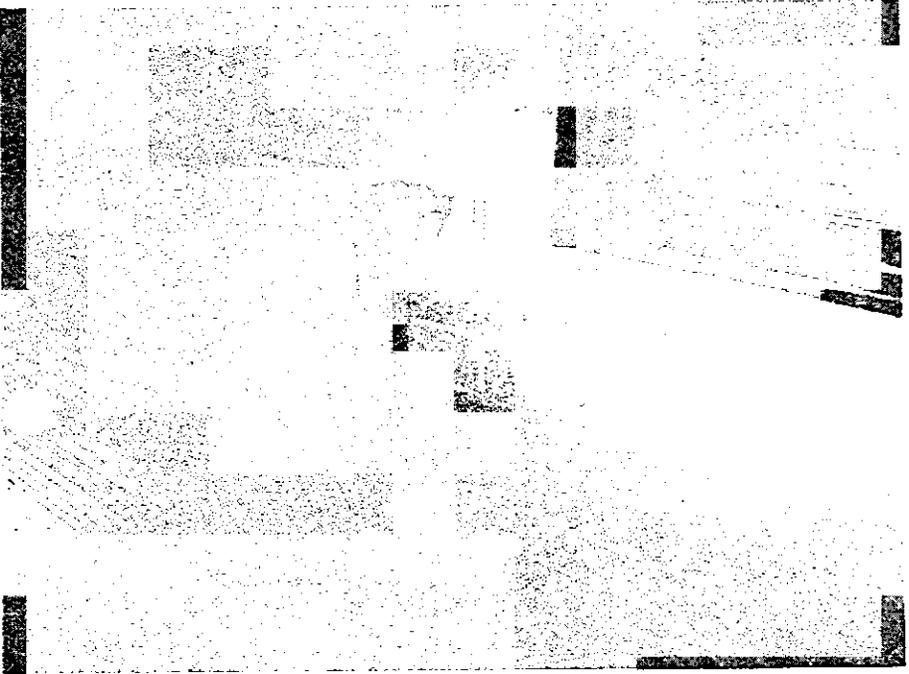
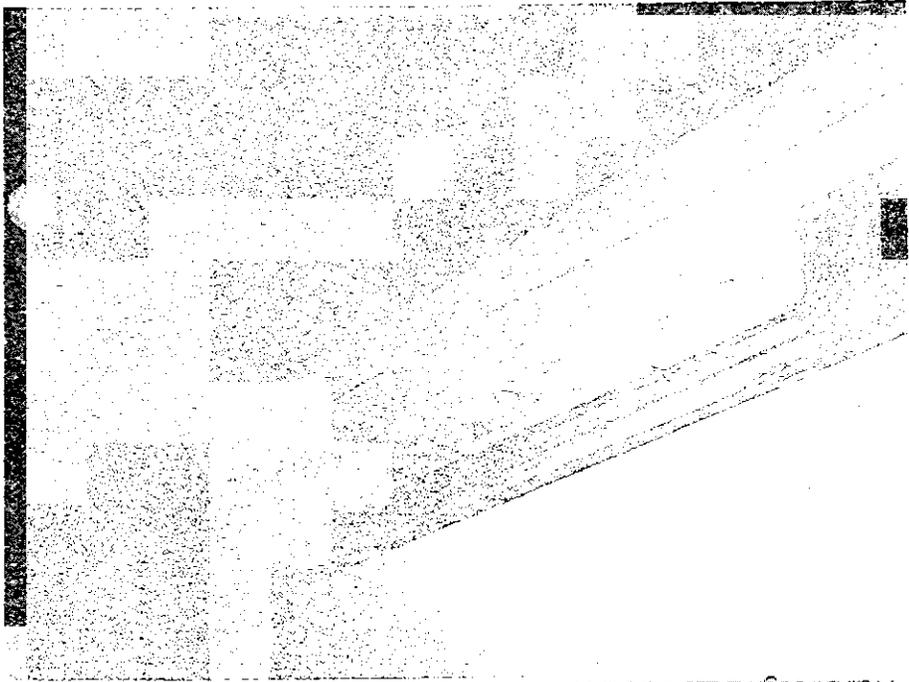
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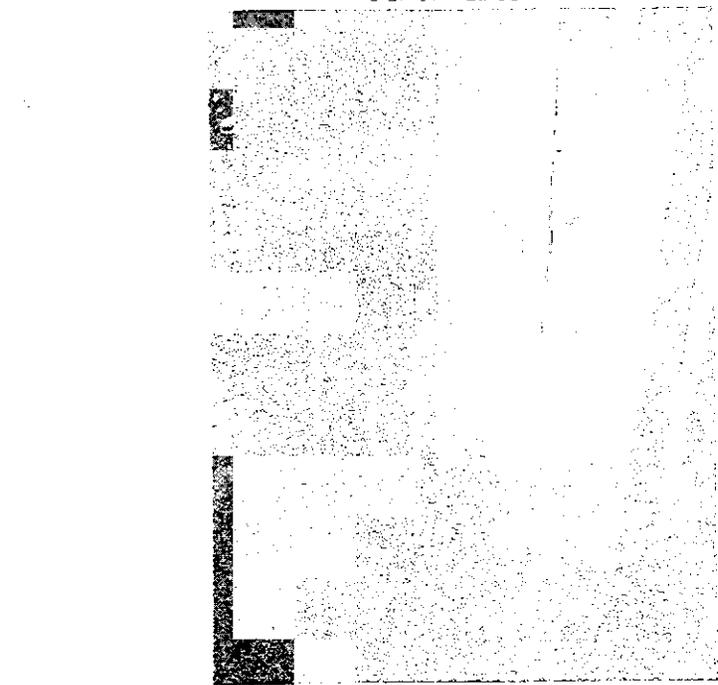
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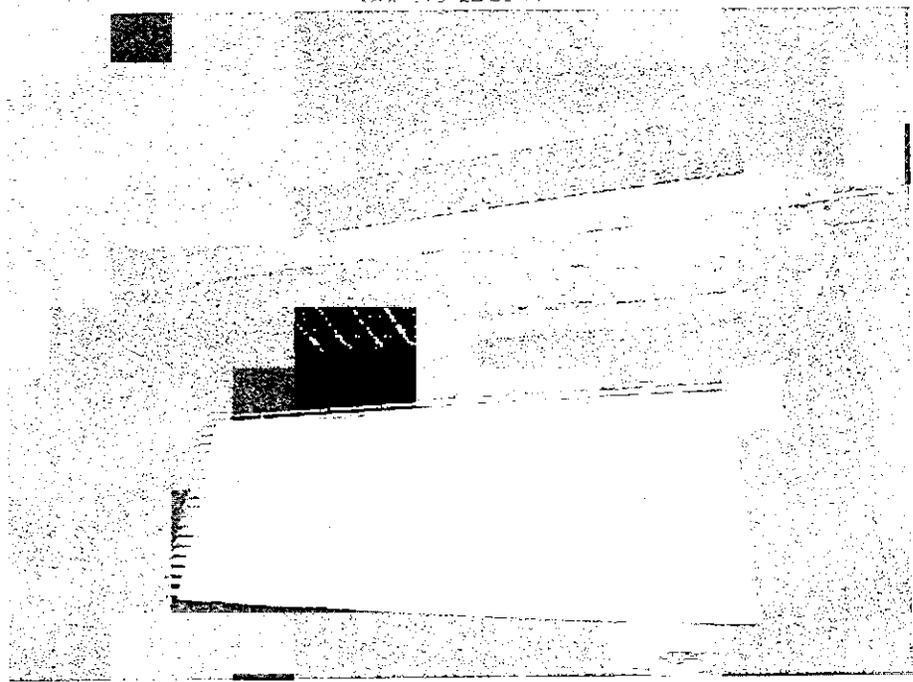
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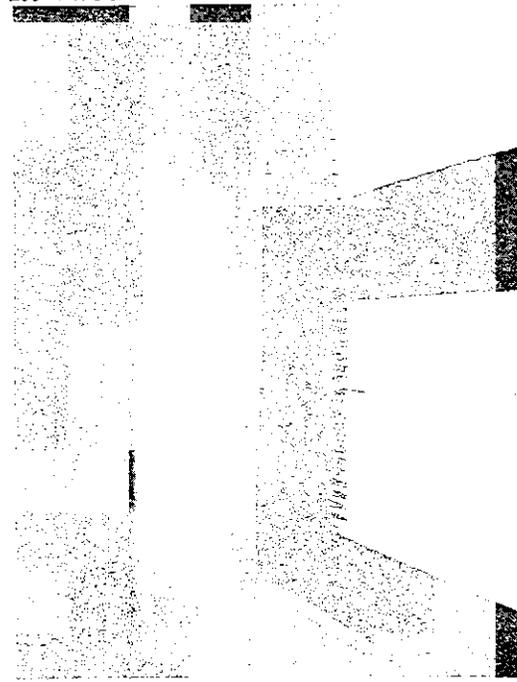
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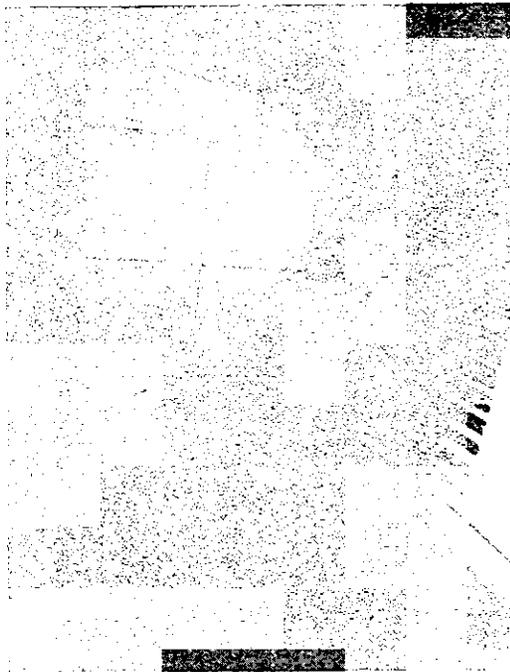
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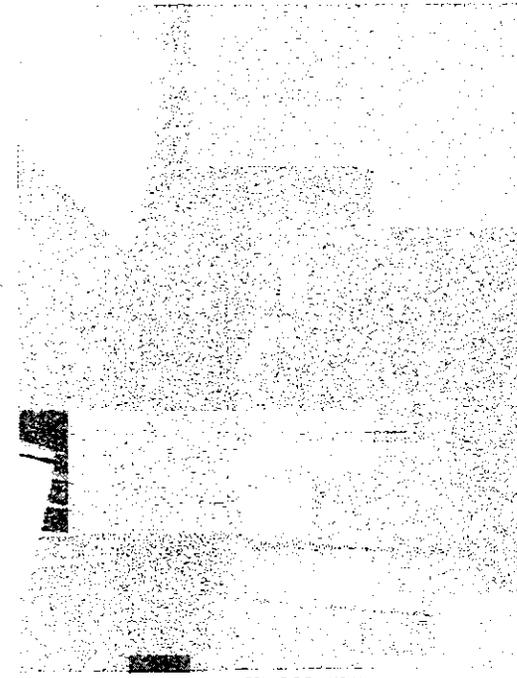
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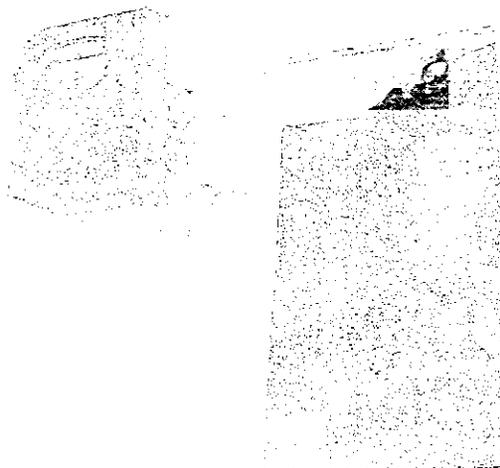
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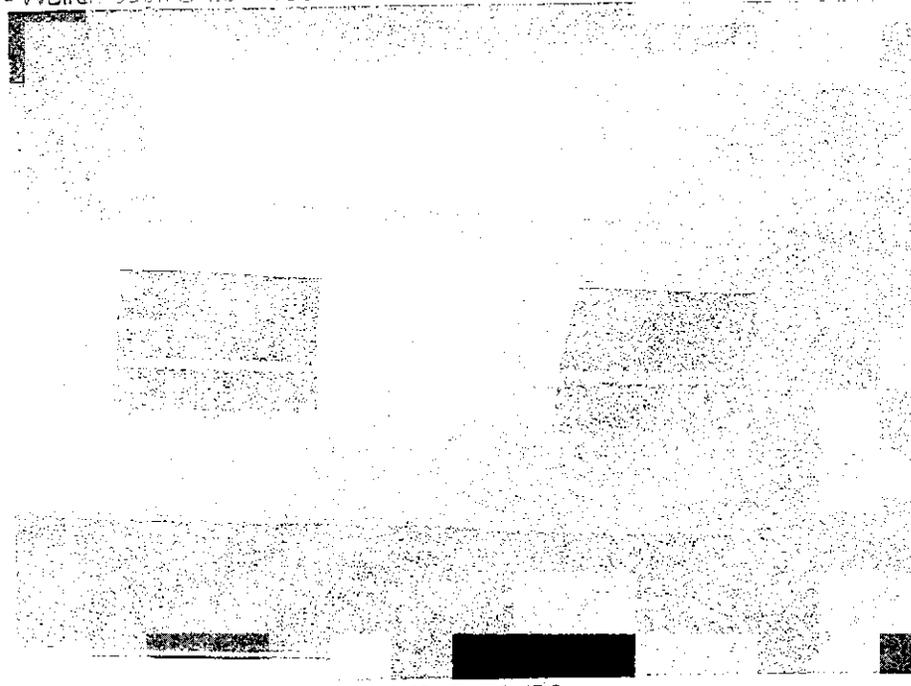
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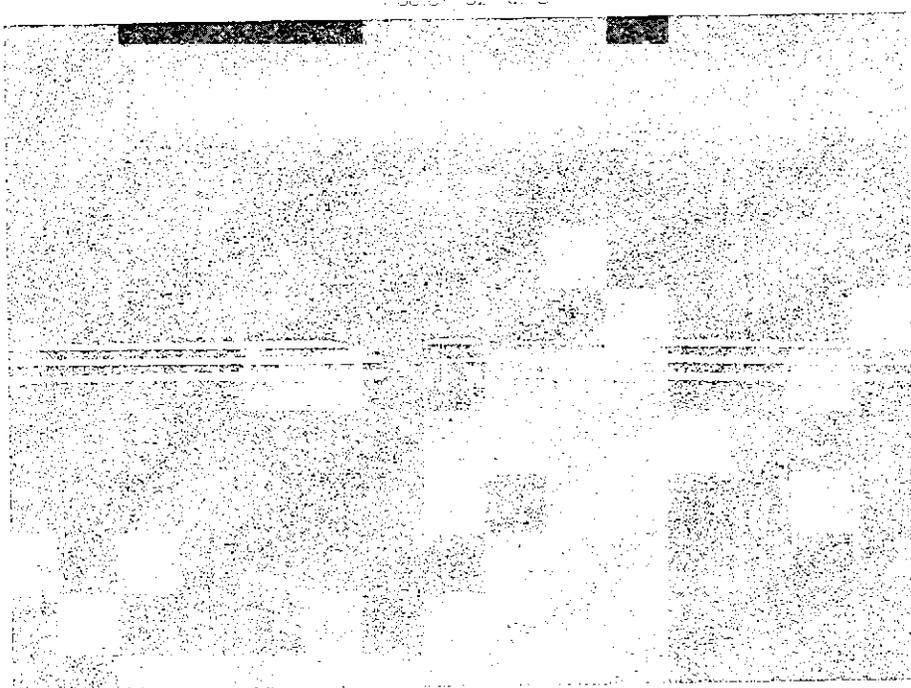
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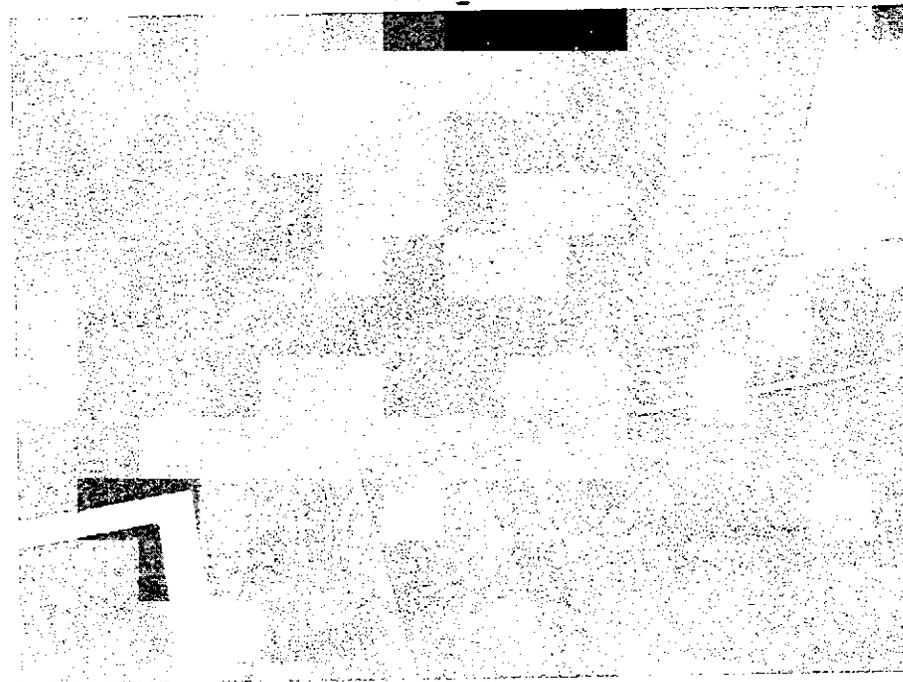
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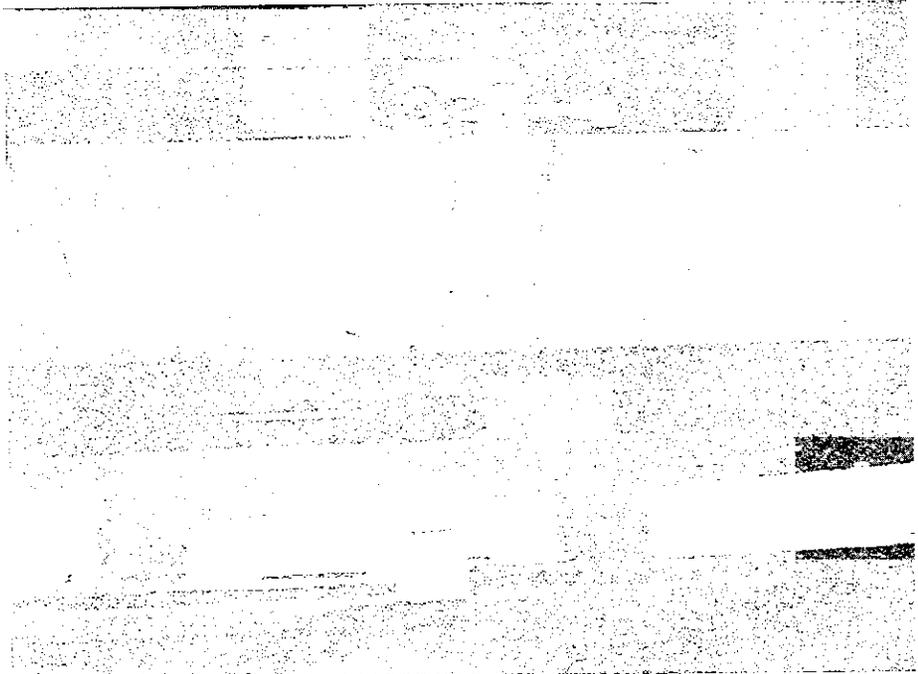
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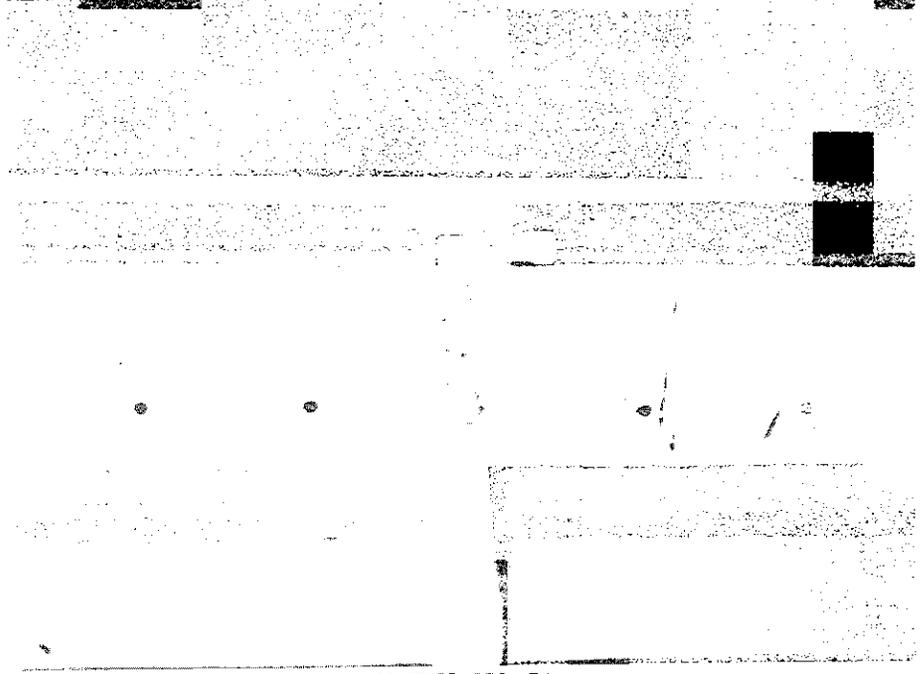
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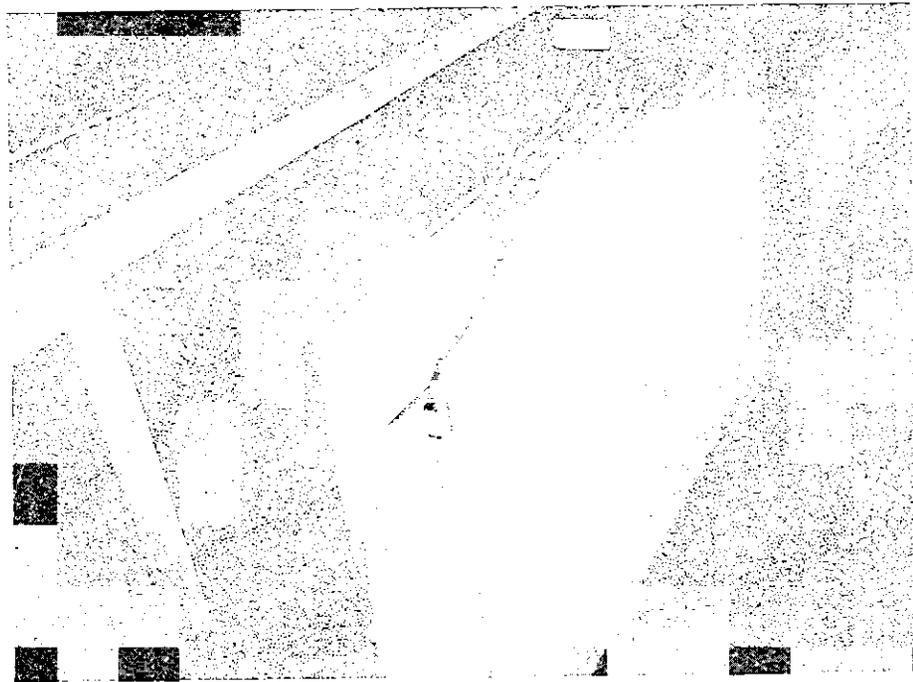
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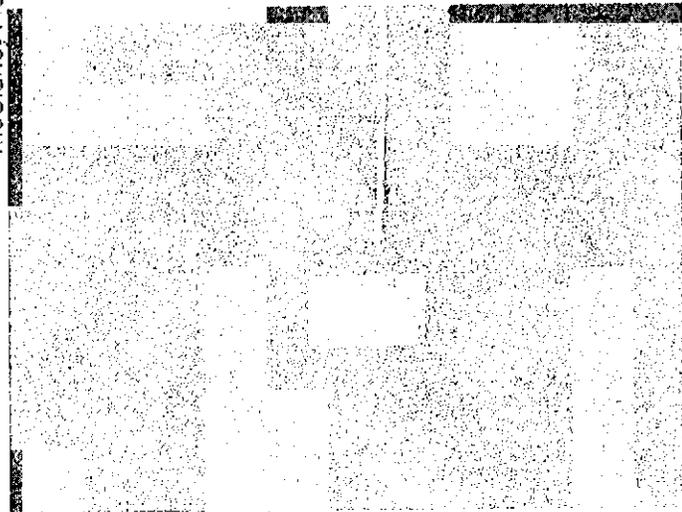
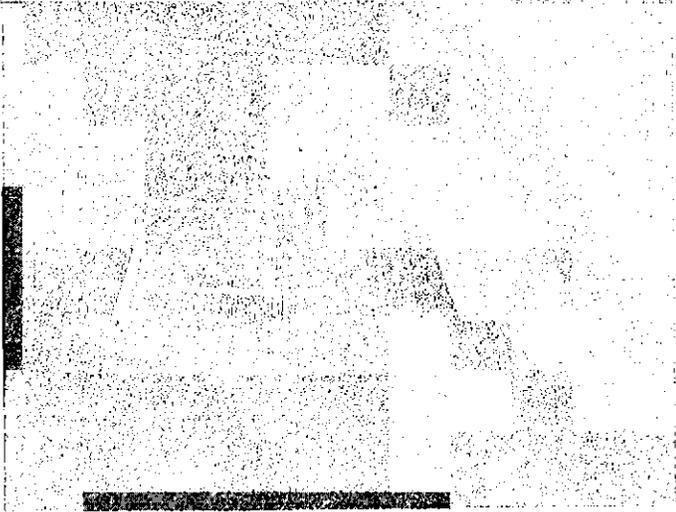
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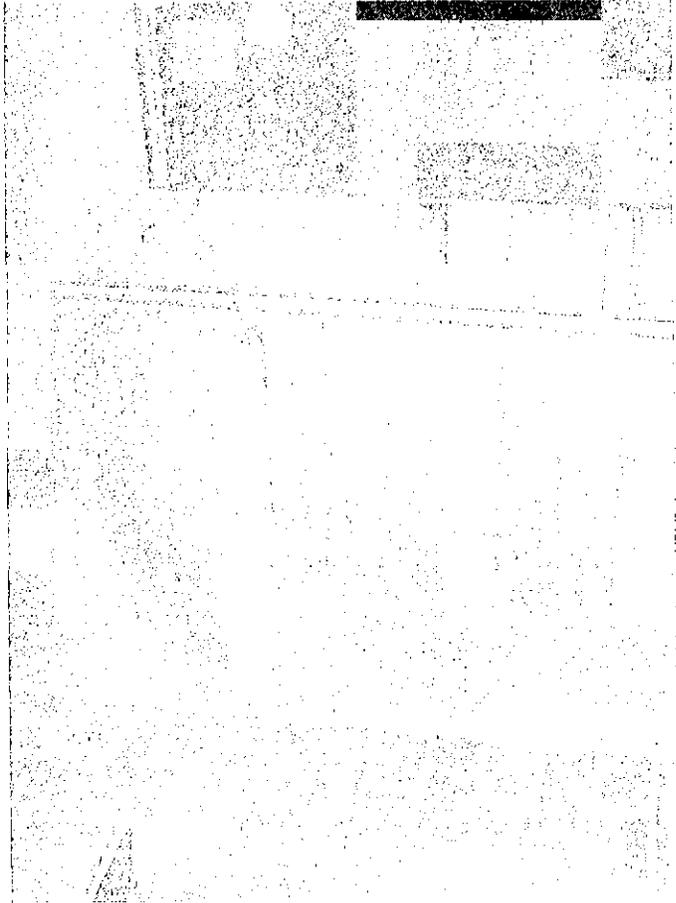
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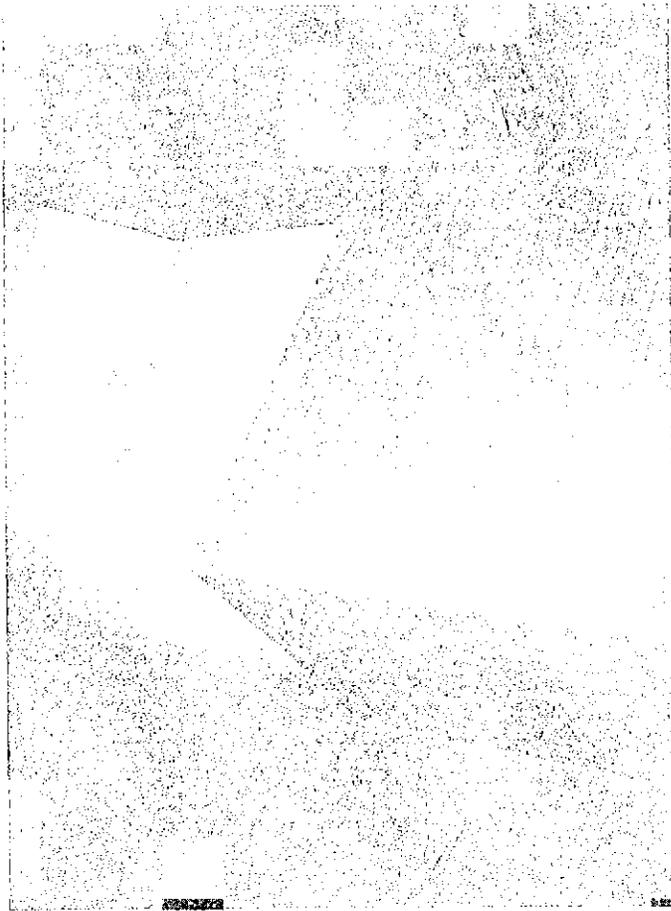
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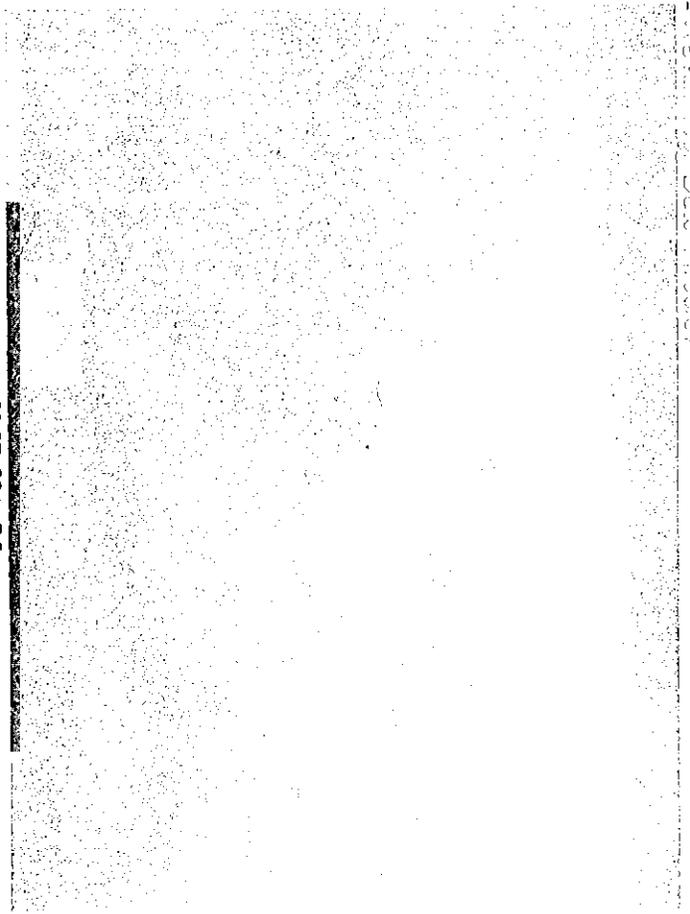
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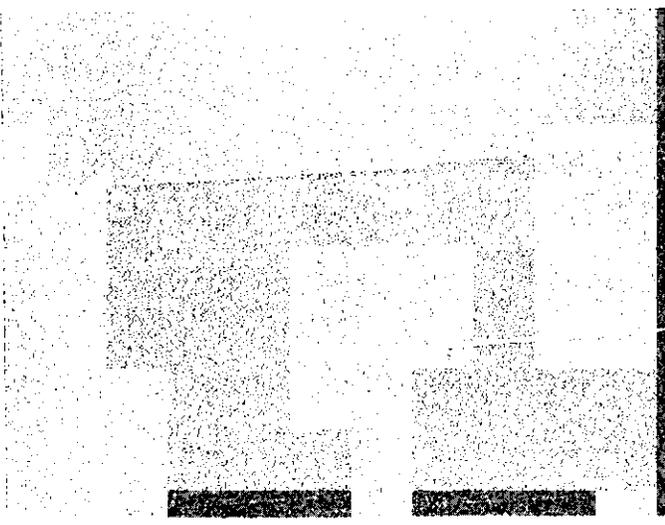
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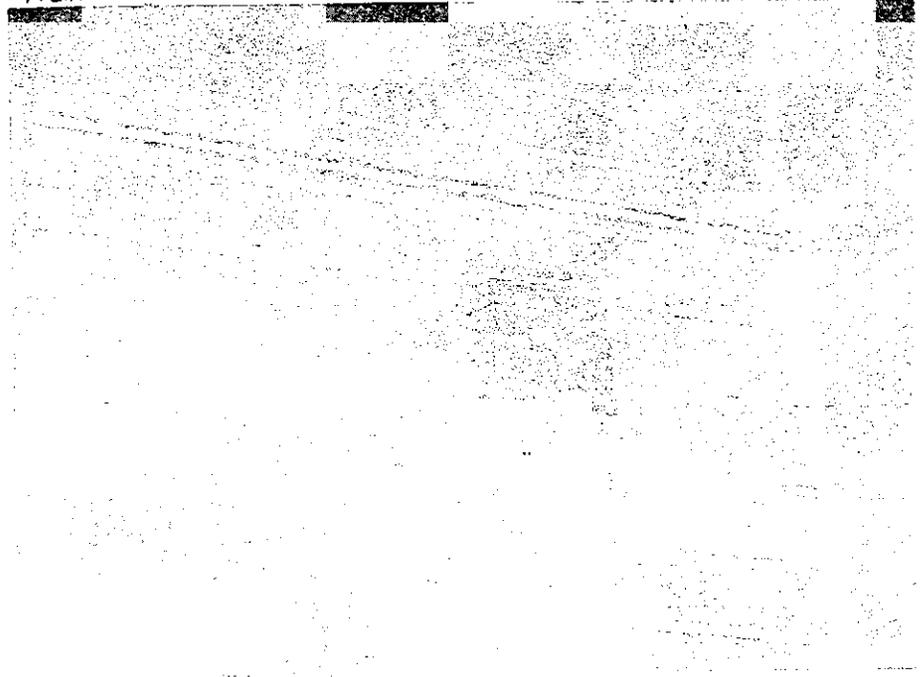


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McClatchy HS Defect List Photos - Walkthrough Date 11/7/07



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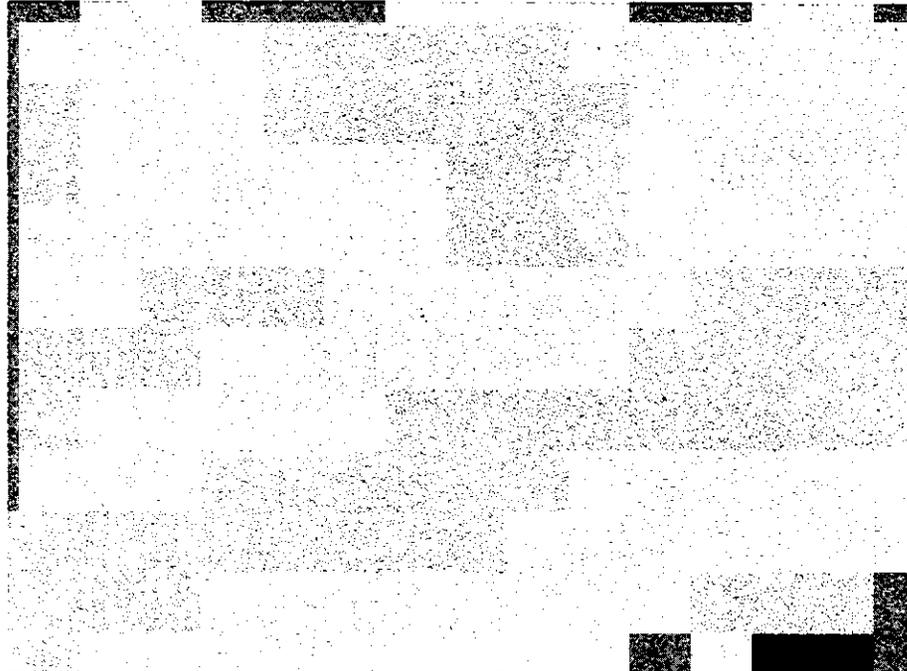
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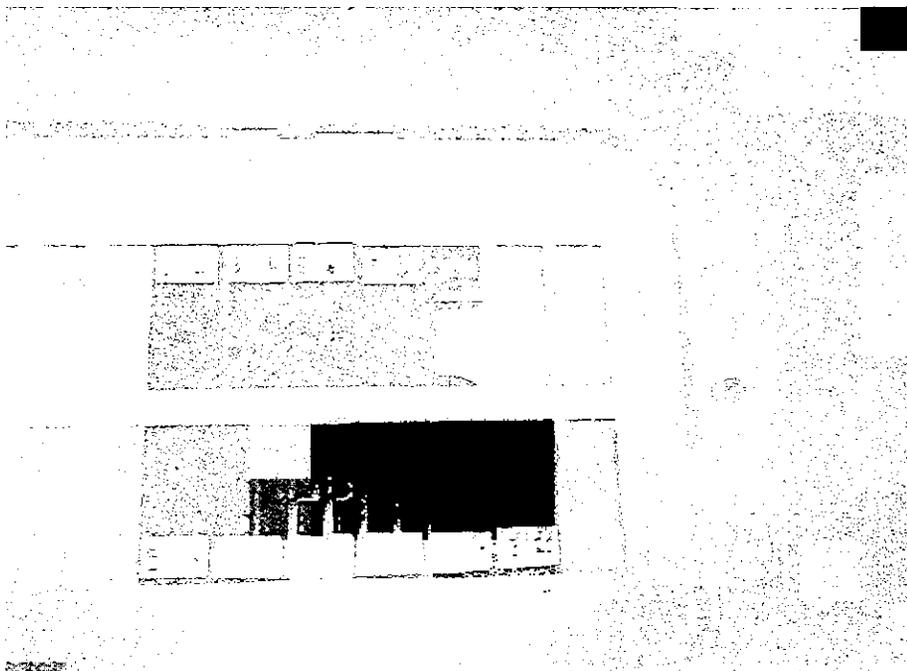
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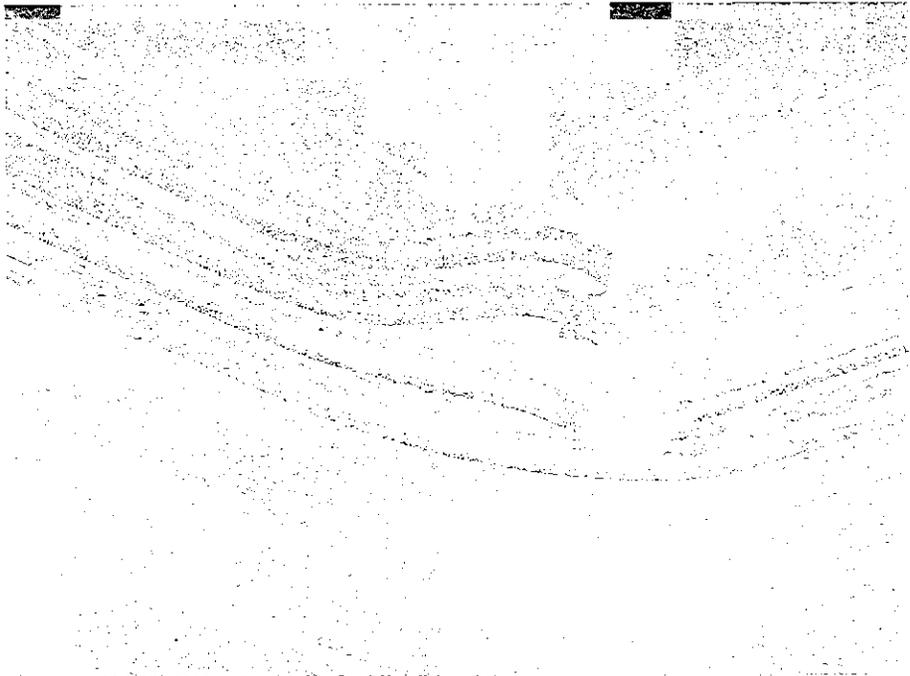
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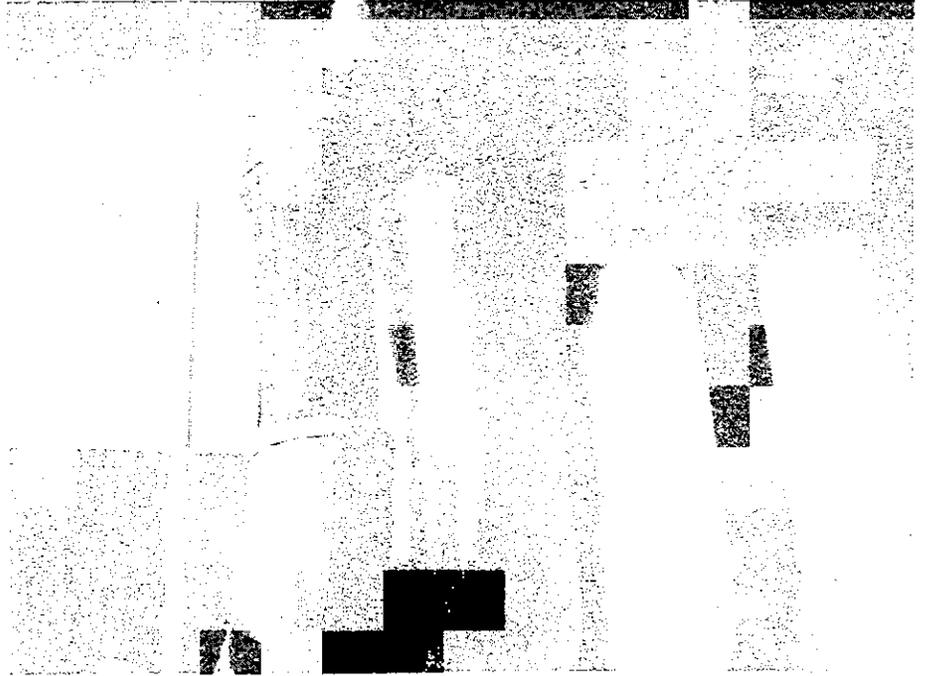
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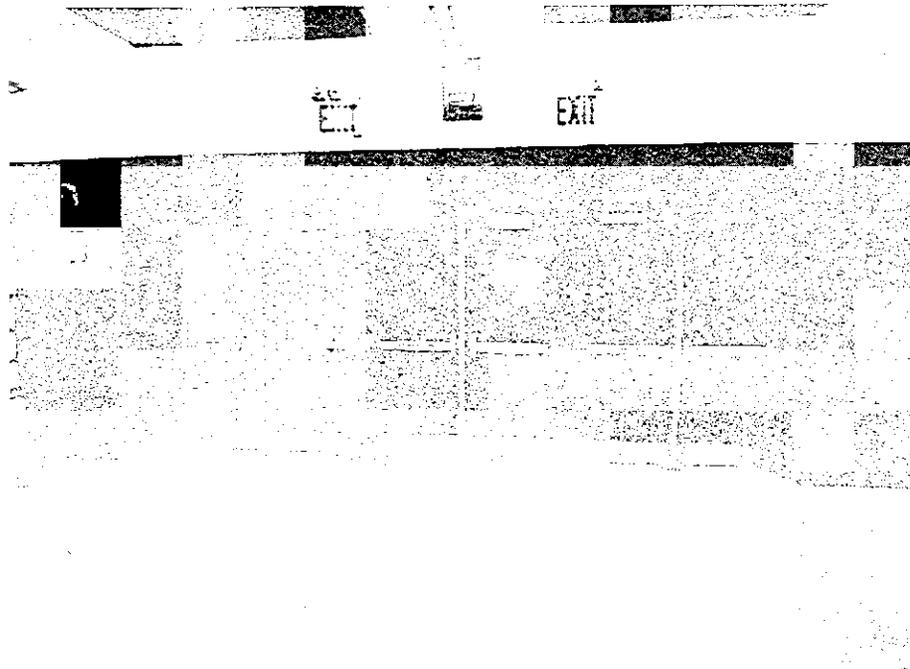
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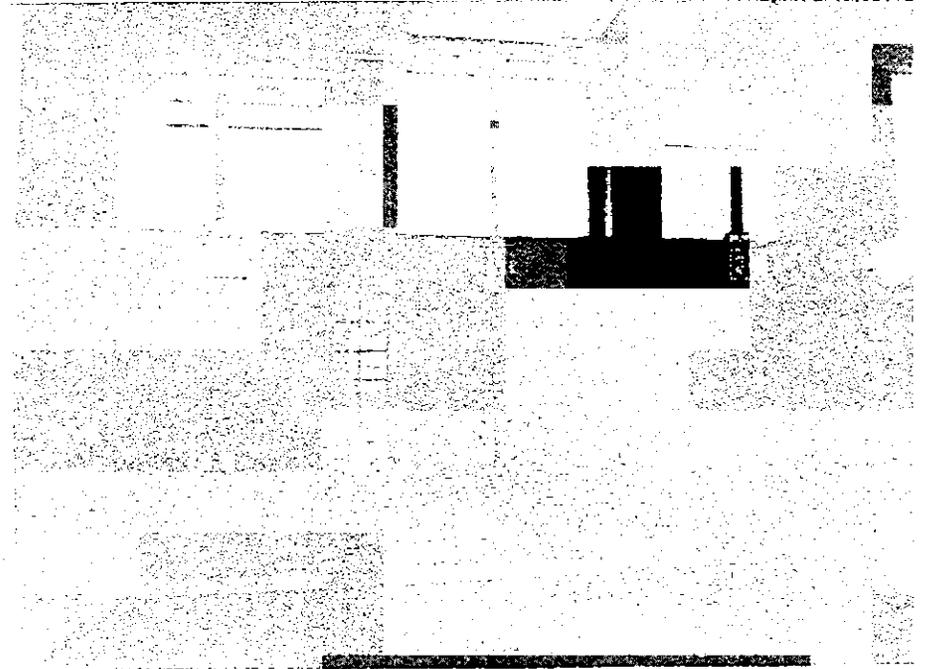
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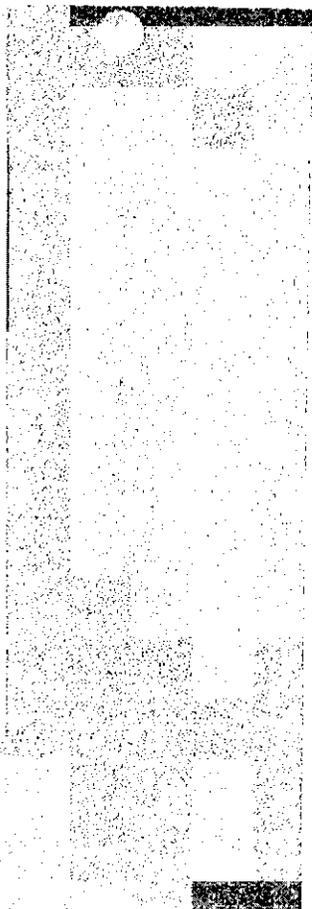
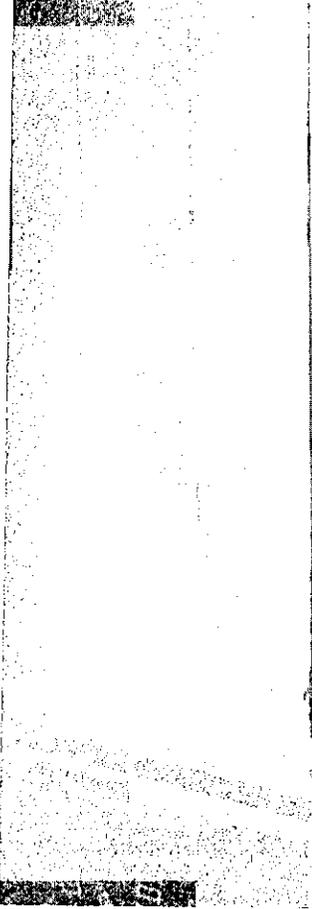
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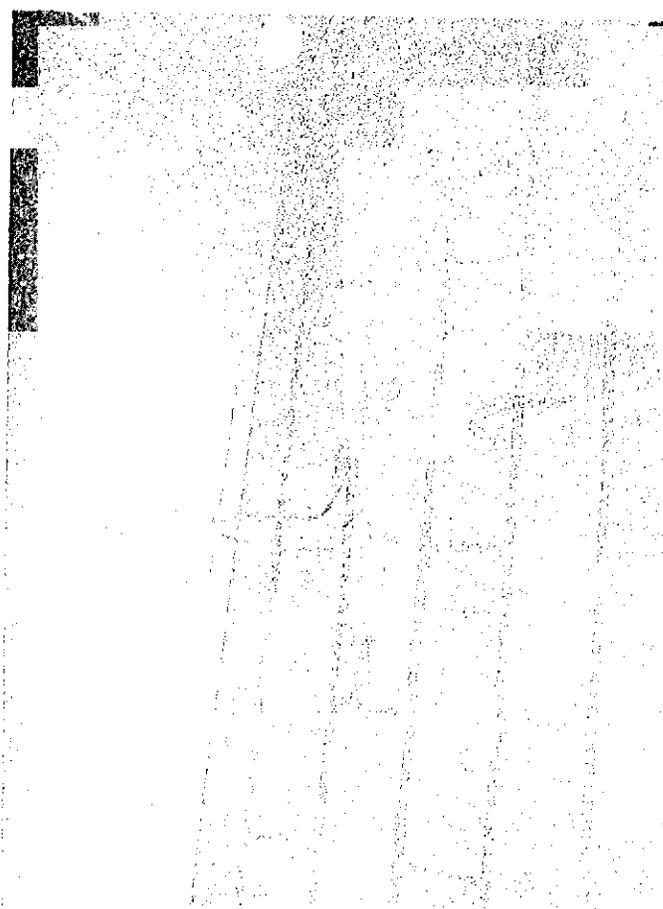
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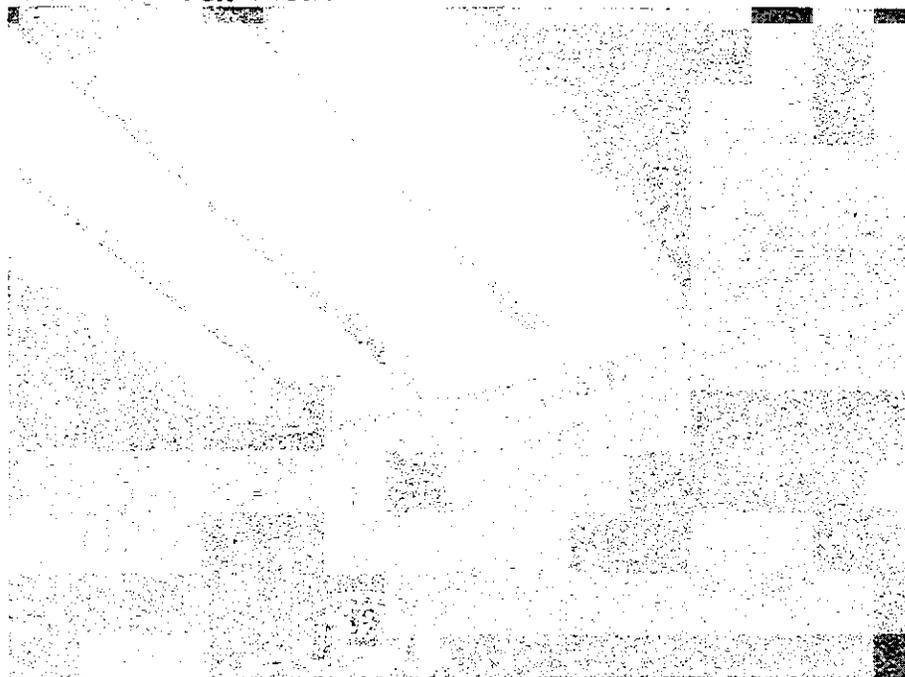
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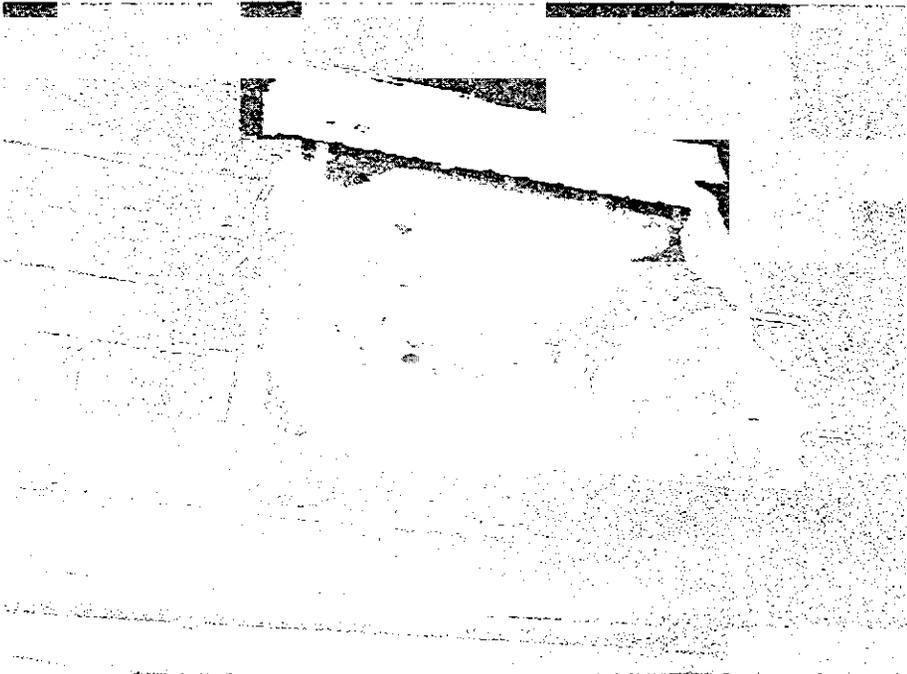
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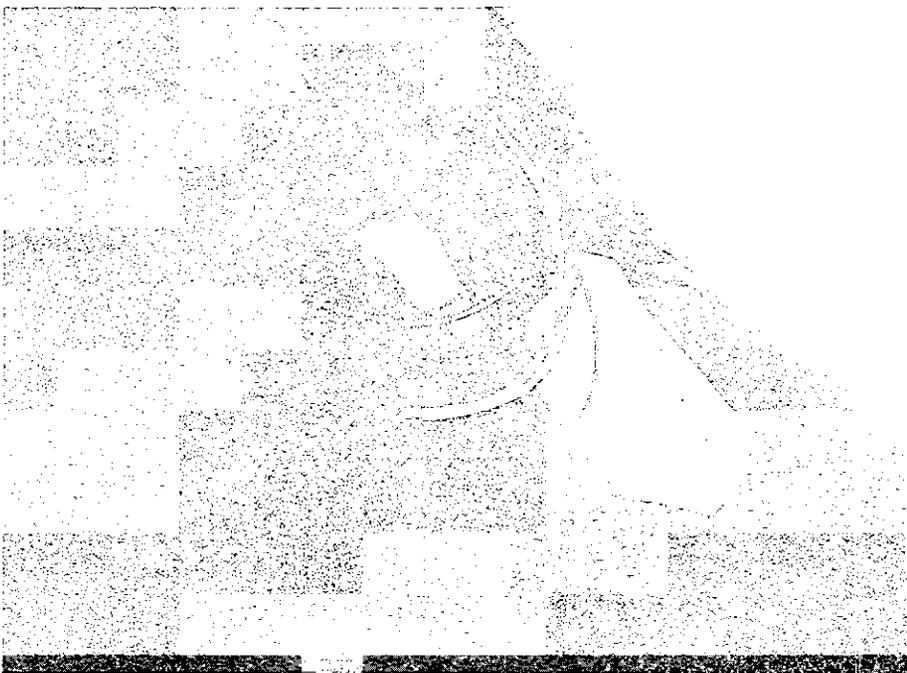
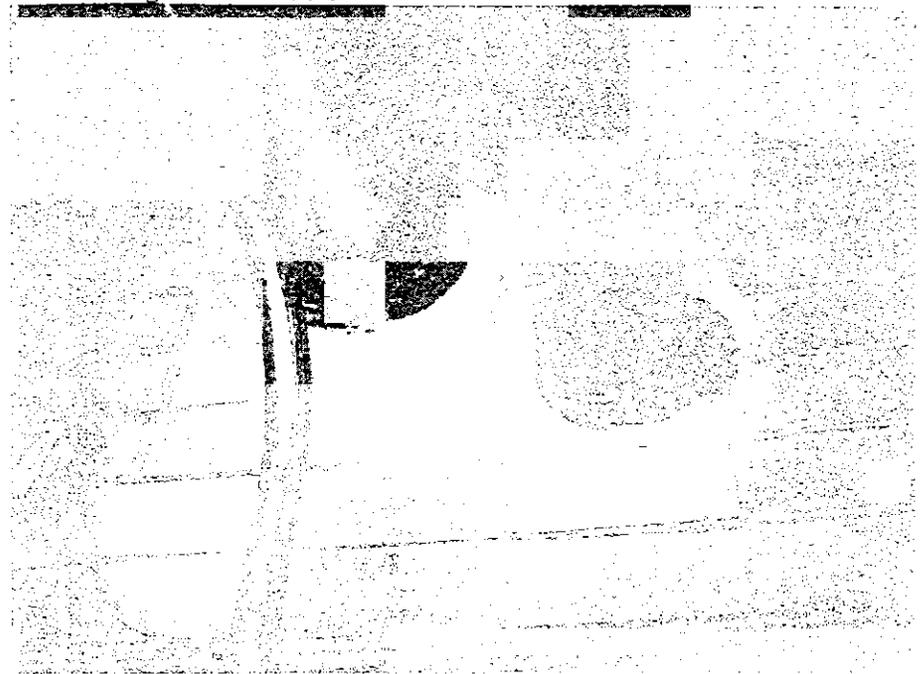
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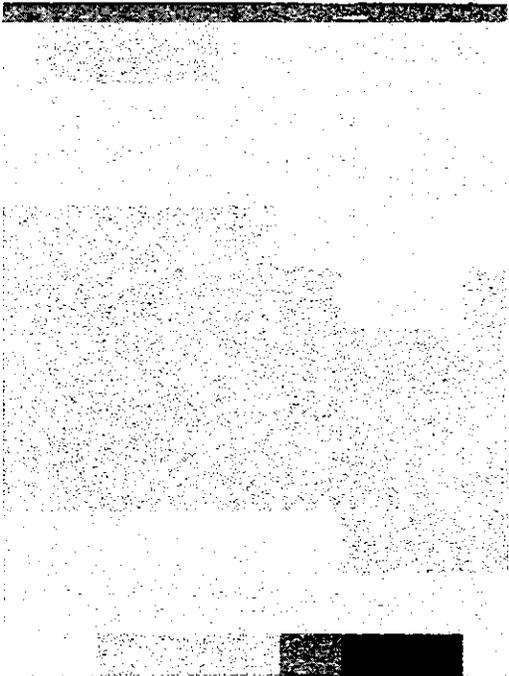
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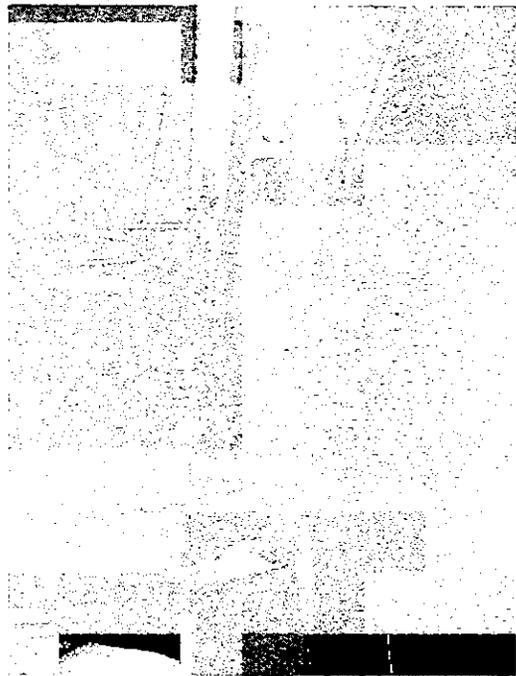
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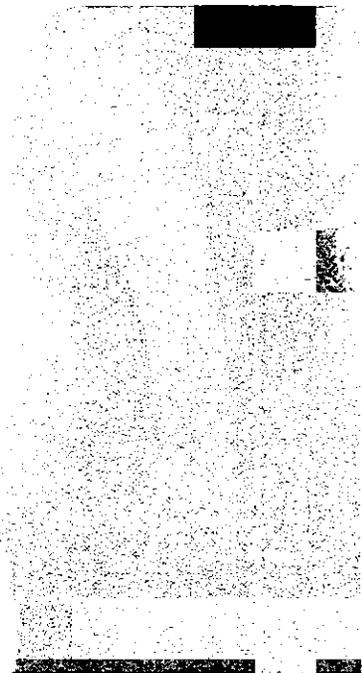
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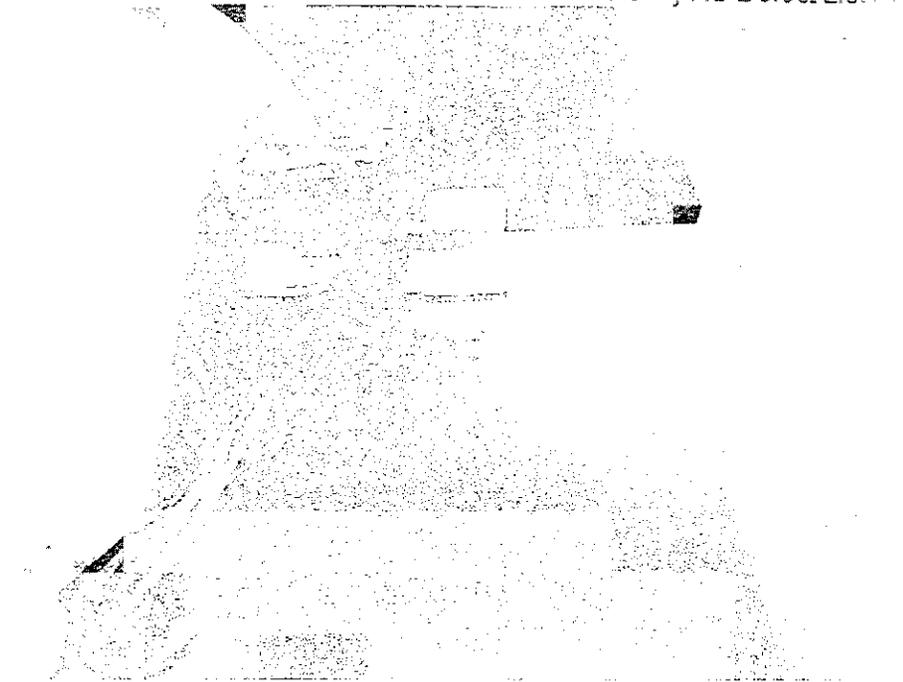
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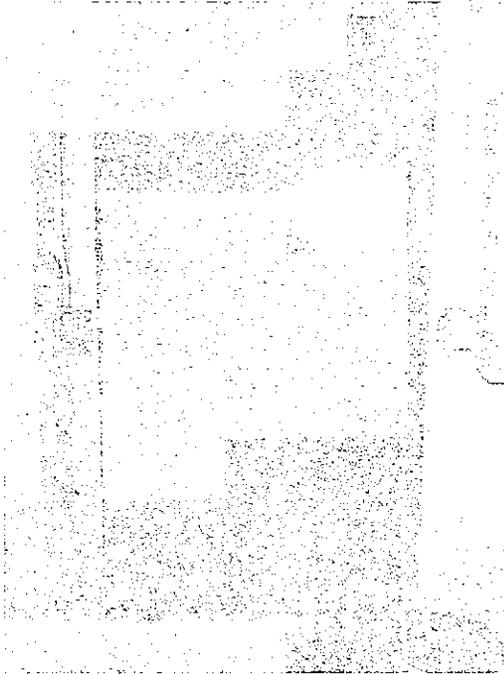
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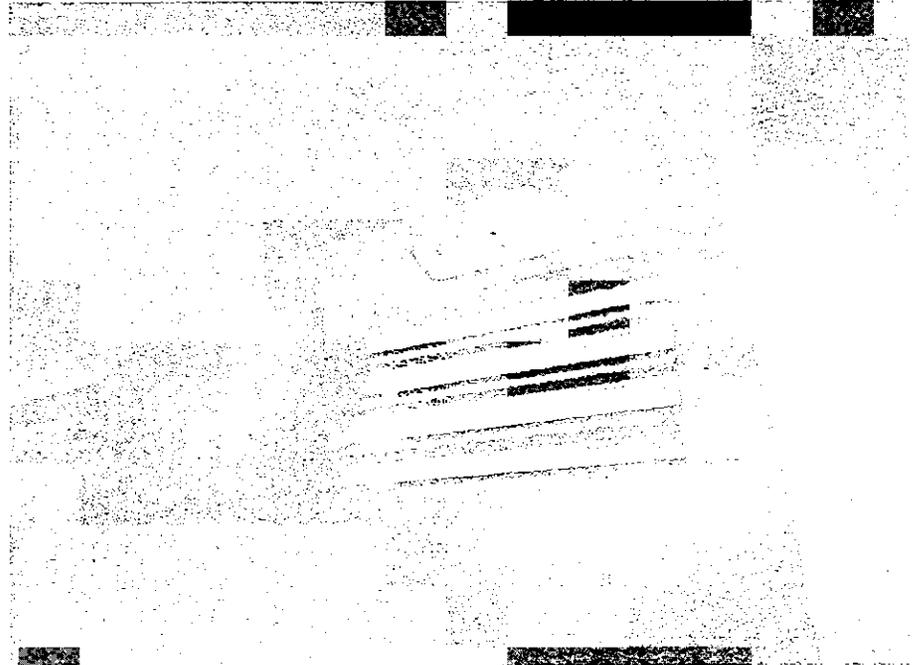
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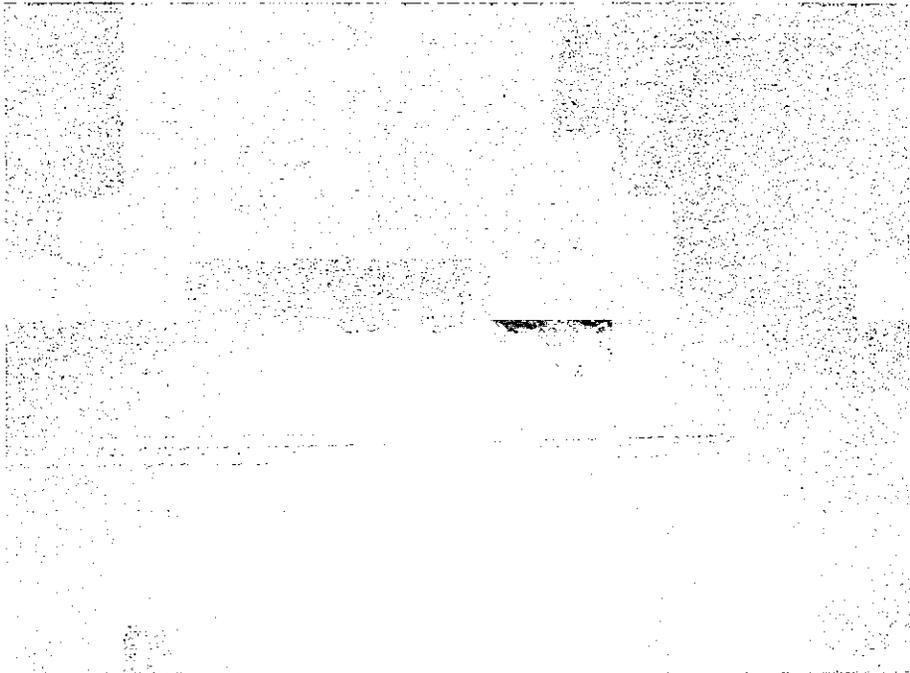
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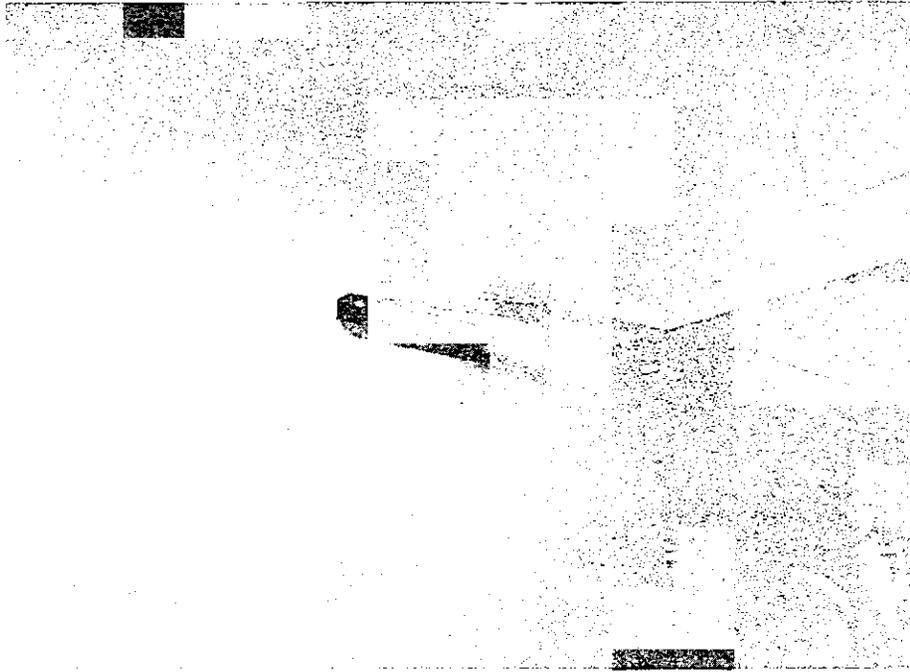
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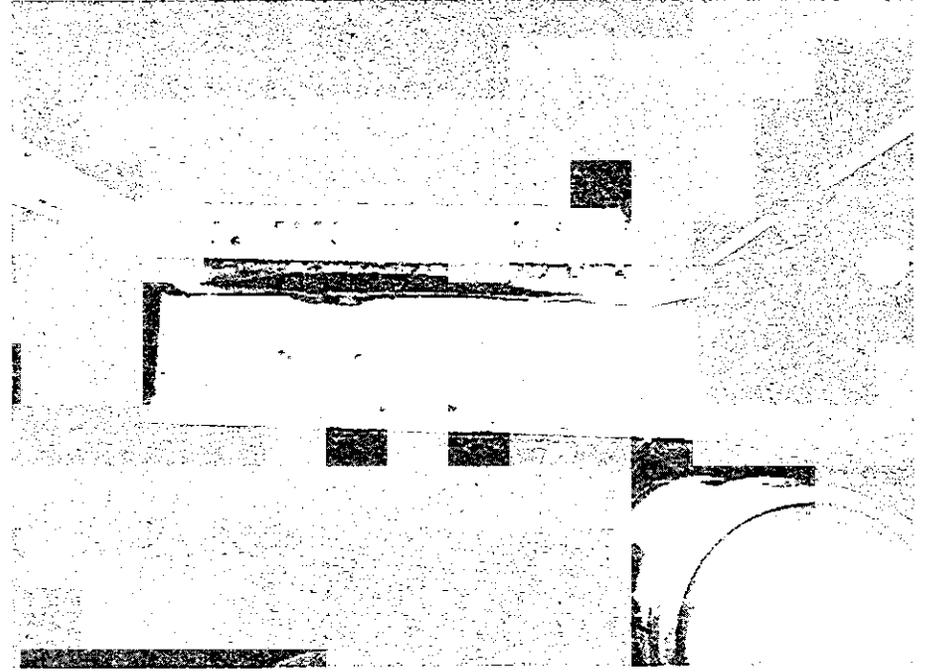
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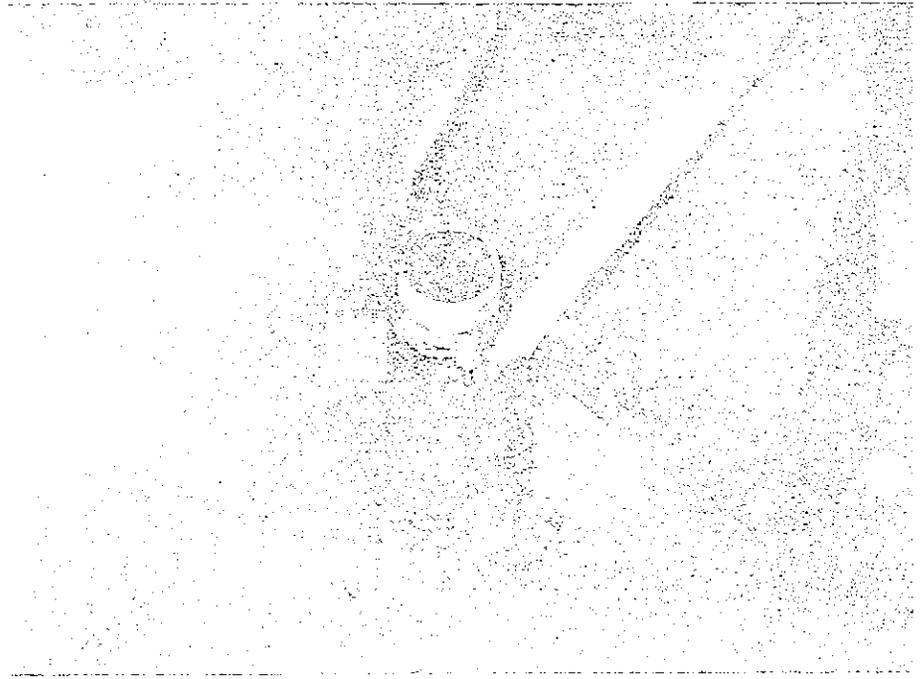


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McClancy HS Defect List Photos - We through Date 11/28/07



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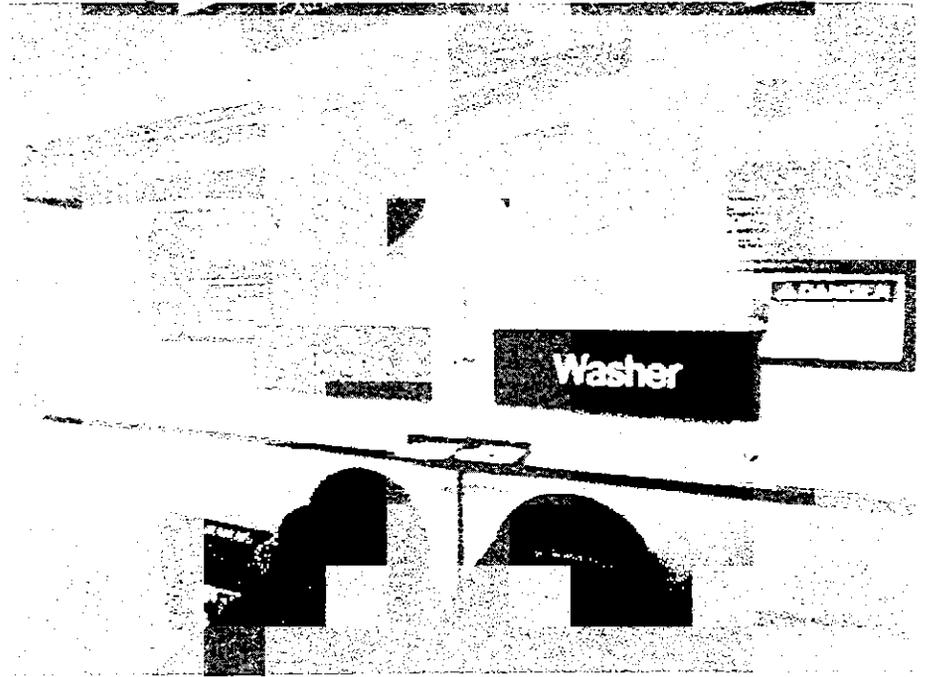
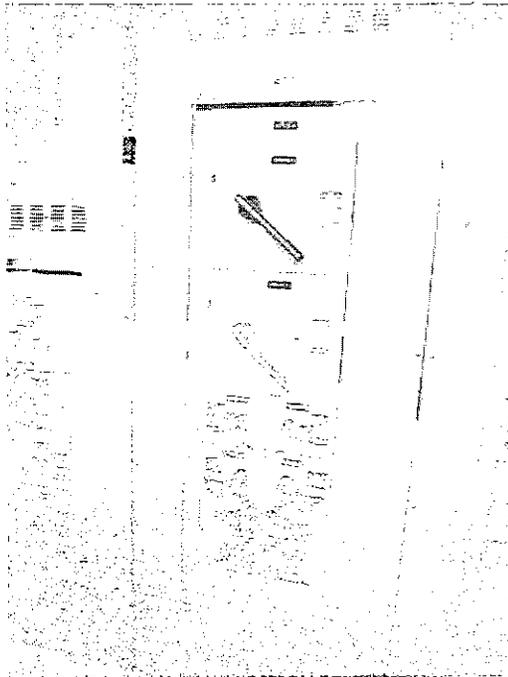
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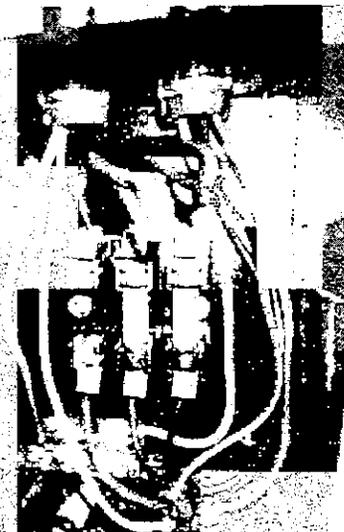
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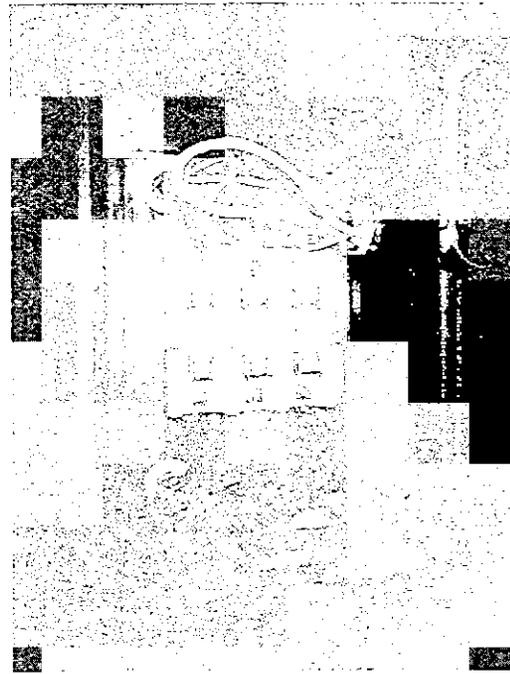
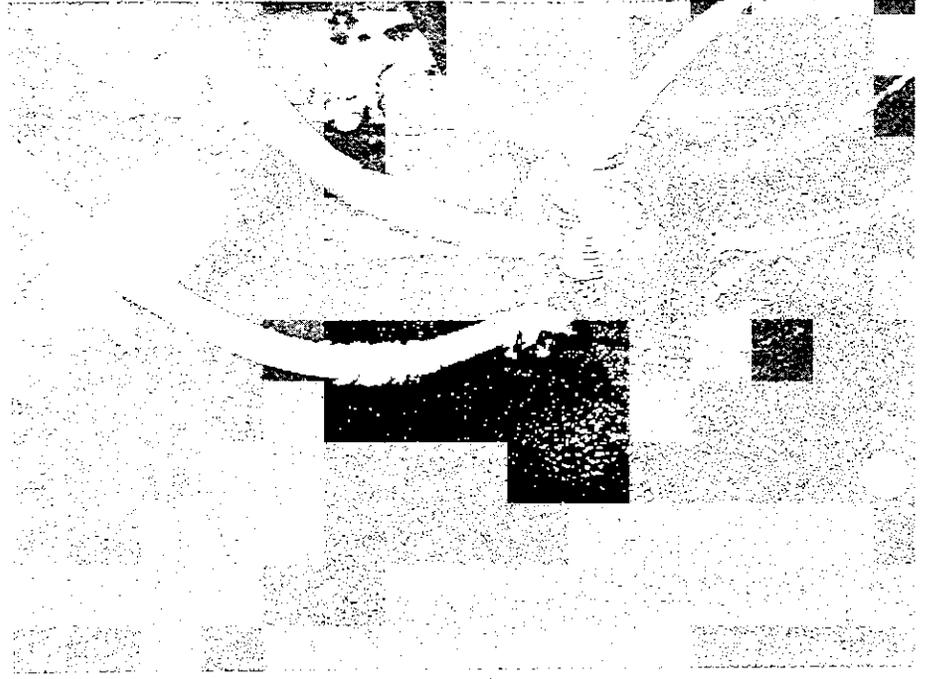
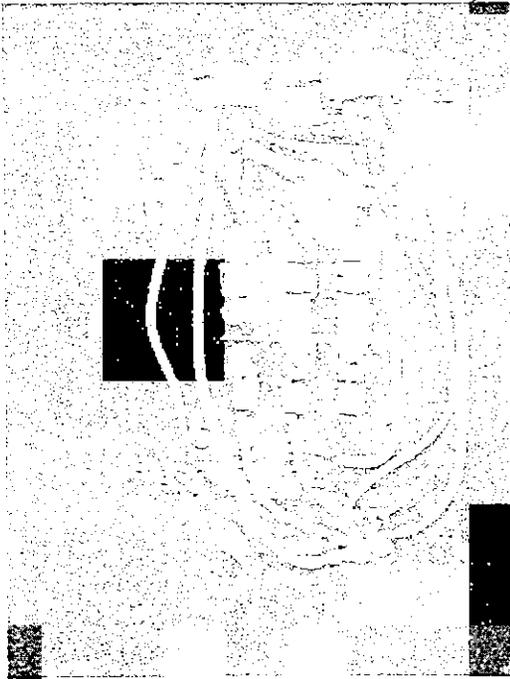
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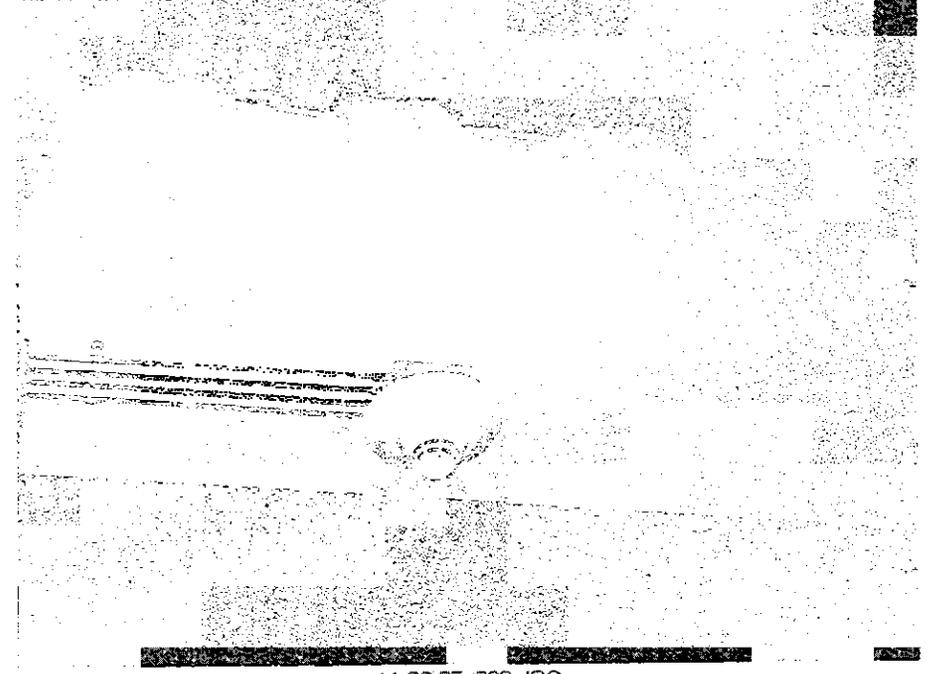
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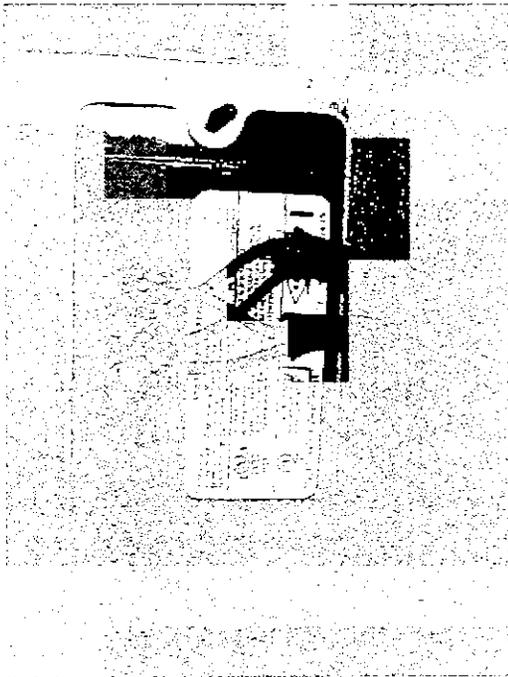
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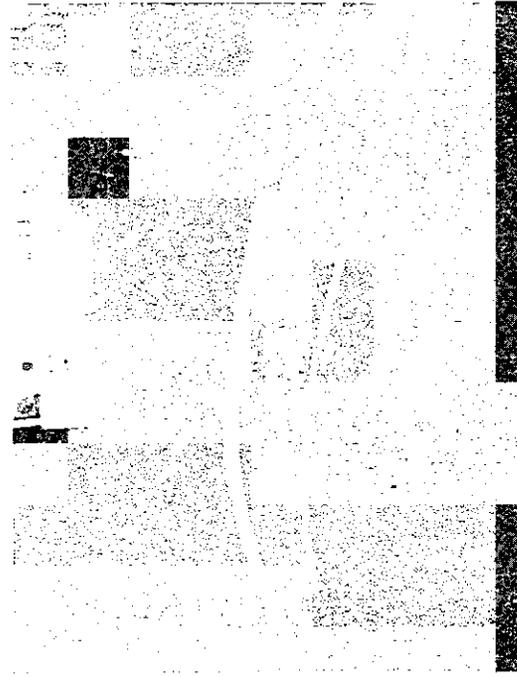
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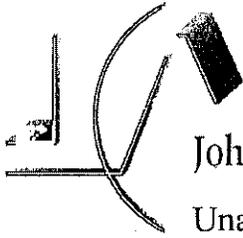
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John Ciardullo Associates, P.C.

Unacceptable Items

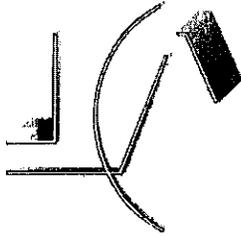
575 8th Avenue
New York
New York
T. (212) 245-0010
www.jca-architecture.com

Soundproofing of Msgr. McClancy Memorial High School

Defect List Part 3

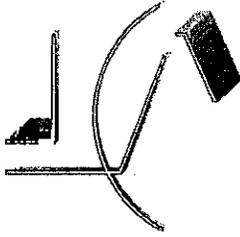
Date of Walkthrough: 11/29-30/07

ITEM	DESCRIPTION	FOTO	Value
MECHANICAL ROOM			
1	Provide Labels, Identification and color coding, etc. per specifications		\$6,000.00
2	Sump pump cover should be a steel grate not a steel plate		\$100.00
3	Fireproofing (Beam enclosure) compromised by interference with other trades. Remove and relocate devices that interfere with beam enclosures. Typical throughout MER. Repair damaged fireproofing with materials matching existing	1	\$1,000.00
ROOM 102			
4	Pipe support removed? Is soffit adequate to support pipe weight?	3	\$200.00
5	Left M.O., middle window has a loose hinge		\$200.00
6*	Fix wire molding. (Typical ALL locations)	4	\$5,000.00
7*	Fix wire caught under soffit.	5	\$100.00
COMPUTER ROOM			
8*	Remove sheet rock cutout from access doors left inside soffits (typica)	6	\$250.00
9	New pipe and soffit obstruct and damage motion sensor. Relocate sensor.	7	\$100.00
10	Pipe support in soffit removed		\$100.00
11	Clean window sills		\$50.00
12	Right M.O., bottom left window does not close properly		\$200.00
13	Repair wire molding		\$100.00
14	Fasten wires and repair bottom of beam at air register	8	\$250.00
PRINCIPAL'S OFFICE			
15	Unfinished air register.	9	\$250.00
16	Raise pipe support and trim hanger rods above ceiling. Replace ceiling tile to match existing.	10	\$200.00
17*	Patch and paint beam above windows. (Typical)	11	\$100.00
18	Install missing granite window sill and finish window perimeter.	12	\$1,500.00
19	Finish walls around the Unit Ventilator	13	\$250.00
20	Fix leak and replace ceiling tile		\$200.00
21	Broken blind nob bottom middle window		\$100.00
22*	All windows need center fastener on hinge. (Typical all windows)	14	\$2,000.00
23	Network cable needs to be fastened to wall along base.		



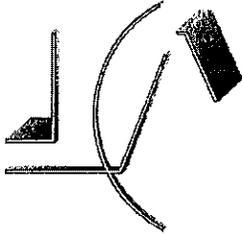
575 8th Avenue
New York
New York
T. (212) 245-0010
www.jca-architecture.com

ITEM	DESCRIPTION	FOTO	Value
ASSISTANT PRINCIPALS OFFICE			
24	Replace damaged rug	15	\$2,000.00
25	Install missing granite window sill and the walls around the UV need to be finished.		\$1,000.00
26	Replace missing and damaged ceiling tiles.		\$400.00
27	Replace vertical blinds (curtain)		\$450.00
28	Repair pipe leaks, provide fire stopping and replace vinyl hose with copper pipe and replace all stained ceiling tiles. See pressure testing requirements in spec. Provide pressure test report by licences PE	16	\$1,500.00
29*	Remove garbage and debris from above suspended ceiling. (Typical)		\$1,000.00
30	Pressure test, Repair leaks and reinstall pipe insulation.	17,18	\$500.00
FINANCE OFFICE			
OFFICE #2			
31	Office partition between window's and wall needs to be completed.	19	\$250.00
32	Replace missing ceiling tile	20	\$25.00
33	Finish walls around the window	20	\$100.00
34	Window blind does not work		\$50.00
35*	Patch and paint beam above window	20	\$200.00
36	Reinstall telephone wire. Fasten to wall.		\$50.00
37	Leak at pipe in ceiling	21	\$250.00
38*	Cover top of brick in front of fan coil unit.	22	\$50.00
OFFICE #1			
39	Same as OFFICE #2 items 35, 36, 38, Finish/replace ruined wood wall paneling around air register	23	\$550.00
MAIN OFFICE COMMON AREA			
MAIN OFFICE 217			
40	Finish/replace ruined wood wall paneling around air register	24	\$250.00
41	Provide wire fasteners or molding for exposed wires.	25	\$100.00
42	Window perimeter needs to be completed		\$500.00
43	Provide granite window sills		\$1,000.00
217-A1, A2			
44	Fix fan coil noise		\$500.00
45	Provide granite window sills		\$1,000.00
46	Patch and paint beam above window	26	\$200.00
47	Modify existing partition per detail provided by JCA.		\$1,500.00



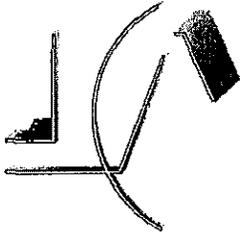
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ITEM	DESCRIPTION	FOTO	Value
48	Hide wires		\$100.00
49*	Cover top of brick base with metal panning. Bottom intake grill missing on all Fan Coils.		\$75.00
50	Provide soffit	27	\$600.00
ROOM 201			
51*	Paint access door (typical) Provide a second coat of paint on all access doors per specifications.		\$75.00
52	Dirt debris on top of television (G.C. failed to protect) get new	28	\$200.00
53	Missing fire stop in soffit (Typical)	29	\$150.00
54*	Replace broken brick	30	\$40.00
55	Remove anchors and repair brick	31	\$60.00
56	Finish and patch soffit	32	\$100.00
57	Provide granite window sills and apron	33	\$1,000.00
58	Provide painted and insulated metal cover for fresh air intake. Seal opening around wall sleeve.	33	\$750.00
59	Replace damaged floor tiles. (Typical throughout)	34	\$100.00
60*	Clean windows		\$5,000.00
61	Replace middle top sash broken mini blind knob		\$100.00
62	Clean debris from windows. (Typical throughout)	35	\$50.00
ROOF AC2 DUNNAGE			
63*	Conduit installation not acceptable. Directs water towards wall penetration. Slope conduit downward as it comes out of the wall then turn up to provide a drip.	36, 37	\$250.00
64	Flimsy PVC support block not acceptable. Although JCA approved this type of support, the PVC used is too thin. Replace pedestals used on the Gas pipe.	38	\$250.00
65	The roof situation is a mess. Inappropriate supports are provided and improperly installed. The type of curb installed should rest directly on the roof deck with the insulation and roof membrane flashed into the metal curbs.	39,40	\$500.00
66	Steel angle, torch cut, not galvanized, steel plate at post bent, rusting..	41	\$2,000.00
67	Dunnage installation is unacceptable. Many bolts are not torqued, Welder certificates not submitted, welds not certified, Beams have been relocated twice in the field resulted in many extra holes close together. Beams must be replaced, both sides	42	
68	Replace all non-galvanized bolts		\$500.00



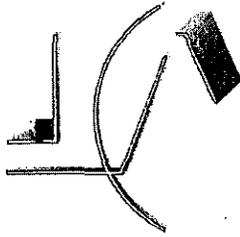
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ITEM	DESCRIPTION	FOTO	Value
69	Bolts not properly torqued.	43	\$150.00
70	Replace damaged economizer hoods	44,45	\$250.00
71	Exterior grade insulation with weather proof seams and fasteners is required on exterior ducts, All wet and moldy insulation must be removed	46	\$15,000.00
72	Insulation is water logged. Remove and replace with specified insulation. Field substitutions are rejected.	47, 48	\$800.00
73	Welds are under sized and inadequate.		\$10,000.00
74	Paint all gas pipe per specifications		\$500.00
76	Extend membrane up on side of fan curb per drawings and specs. Extend under cap flashing on roof of MPR Offices.	50	\$250.00
77	Remove roofing materials and roofing debris from roof of MPR office.		\$100.00
78	Clean out window wells between Mall and MPR and between Mall and School	51	\$100.00
79	Stage high roof clean debris and building materials	52	\$250.00
ROOM 202			
80	Repair brick and edge of soffit.	53	\$250.00
81	Install missing window glass	54	\$500.00
82	Bottom left window will not close, needs adjustment		\$200.00
83	Repair broken mini blind knob.		\$100.00
84	Replace broken custodial handle.		\$50.00
85	Seal coming off top window. Use appropriate bulb spline.	55	\$100.00
86	Inner frame screw (between interior & exterior panels) stripped second window from right		\$100.00
87*	All windows need to be cleaned (extremely dirty)		\$100.00
88	Second to right window bottom does not close properly		\$250.00
89	Cover Junction box & repair wire mold.	56	\$50.00
90	Provide granite window sill needs an apron		\$1,000.00
91	Provide painted finish metal cover around air intake and seal space around wall sleeve	57	\$1,000.00
92	Patch holes in soffit	58	\$50.00
93	Ceiling at front of classroom is unacceptable. Repair and refinish.	59-63	\$850.00
94*	Paint access door (second coat per specifications)		
95	Repair wall around register	64	\$150.00
ROOM 203			



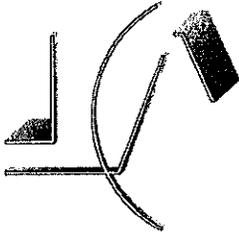
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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>FOTO</u>	<u>Value</u>
96	Patch hole in soffit	65	\$100.00
97	Replace damaged brick	66	\$50.00
98	Finish incomplete soffit	67	\$150.00
99	Extend bricks up to or above soffit	68	\$250.00
100*	Remove masking tape around windows (Do not damage window finish)		\$1,000.00
101*	Remove spray paint and adhesive off the floor. Replace tiles that can not be cleaned.	69	\$100.00
102	Repair holes in ceiling from light fixtures		\$50.00
103	Clean and reinstall television and projector screen removed by workers.	70	\$100.00
CORRIDOR SECOND FLOOR			
104	Replace broken emergency lights damaged during ceiling installation	71	\$150.00
105	LP-UV2 improperly mounted.		\$250.00
106	Provide typed directory for directory holder per specs	73	\$25.00
107	Provide key for LP-UV2 door		\$50.00
108	Replace hanger for unsupported black iron channel outside room 200	74	\$150.00
109	Repair pipe leak outside room 200	74	\$250.00
110	Replace stained ceiling tile outside room 200		\$100.00
111*	Secure all exit signs (typical) provide new hanger accessories & anchors	75	\$1,000.00
ROOM 200			
112	Finish soffit above speaker	76	\$100.00
113*	Remove tape from windows		\$1,000.00
114	Repair crack near window at corner of soffit - repaint	77	\$50.00
115	Wash spray paint and adhesive off of floor in front of Unit Ventilator		\$50.00
116	Left window, bottom right window does not close and lock all the way		\$250.00
117	Remove zip tie left in window obstructing mini blind	78	\$50.00
118*	Joints between soffit and wall not acceptable (typical throughout)	79,80	\$500.00
119	No fire damper at duct above entrance as reqd by dwgs.		\$2,500.00
ROOM 204			
120*	Remove tape on windows		
121	Unacceptable junction box in brick chase. Unused conduit and junction box with open hole and rope into duct source of duct air	81,82	\$150.00



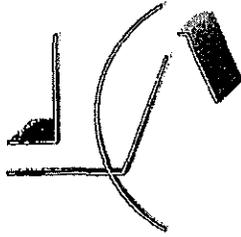
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ITEM	DESCRIPTION	FOTO	Value
	leakage.		
122	Missing access door in brick chase.	83	\$250.00
123*	Ceiling in front of class room is unacceptable (brick stitch patch and refinish)		\$250.00
124*	Clean all windows		\$200.00
125	Incomplete brick work at soffit	84	\$500.00
126	Remove spray paint from brick wall between unit ventilator		\$100.00
BIOLOGY LAB			
127	Side windows, bottom right sash needs a limit stop to prevent window from hitting the pipe		\$200.00
128	Finish work above windows (Sheetrock window box, plaster, and paint wall and beam)	85	\$150.00
129	Broken mini blind at the Side windows, second for the right		\$100.00
130	Front windows middle sash misaligned	86	\$250.00
131	Replace tile in front of unit ventilator	87	\$100.00
132	Metal studs left on top school's science models Any damaged school property shall be replaced or reimbursed.	88	\$25.00
133	Finish soffit around beam penetration	89	\$250.00
LIBRARY OFFICE			
134	Incomplete floor tile		\$100.00
135	Unfinished pipe penetration into soffit	90	\$100.00
136	Provide rigid conduit or wire molding. Exposed flexible conduit not acceptable.	91	\$250.00
137	Replace top left window mini blind knob		\$100.00
138*	Replace defective window seals.		\$500.00
ROOM 104			
139	Installed window appears to be too small (may need replacement)	92	\$10,000.00
140	Damaged pipe insulation in soffit needs replacement	93	\$100.00
141*	Paint access door to soffit		\$100.00
142	Provide junction box third access door to the left	94	\$100.00
143	Right M.O., first window from left misaligned sash	95	\$100.00
144	Right M.O, middle section has a broken screw on blind operator		\$50.00
145	Incomplete blackboard assembly	96	\$150.00
CORRIDOR 3RD FLOOR			
146	LP-UV3 incomplete installation		\$250.00



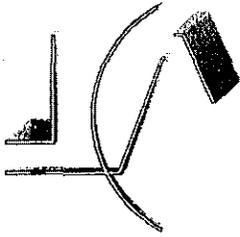
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ITEM	DESCRIPTION	FOTO	Value
147	Need typed directory to fit in directory holder		\$25.00
148	Unsupported conduit and open junction boxes (above ceiling outside Rm 300) (Remove debris)	97, 98	\$250.00
149	Replace stained ceiling tiles		\$100.00
150	Fix leak in outside room 300. Plywood and other debris left on roof above this location may be damaging the roof.	99	\$1,500.00
ROOM 300			
152	Gap between fire damper and duct	100	\$500.00
153	Missing register	101	\$250.00
154*	Patch and paint lintel above window		\$150.00
155	Right M.O., bottom right window does not close properly		\$250.00
156	Left M.O., bottom left window does not close properly		\$200.00
ROOM 301			
157	Replace damaged brick above door.	102	\$75.00
158*	Unacceptable duct work at wall penetration, fire damper not in the wall (Installation unacceptable) (This may occur in all classrooms, requires further investigation)	103	\$25,000.00
159	Beam above window needs patching and painting		\$100.00
160	Second window from left, right and last window do not close properly (window does not latch)		\$250.00
ROOM 302			
161	Excessive noise from return air registers (opposed blade dampers in register)		\$1,000.00
162	Gyp board ceiling not acceptable poor plaster, holes, unfinished edges. Etc.		\$100.00
163	Extend brick above ceiling		\$150.00
164	Access door needed at brick chase		\$250.00
165*	Provide cove for junction box inside duct. (Typical all combination dampers)	104	\$12,500.00
166	Unit Ventilator makes clicking sounds		\$1,000.00
167	Correct gap at vertical mullions at window	105	\$1,500.00
ROOM 303			
168*	Missing register. Gap between damper and duct (typical throughout) Damper incorrect size for duct.	106	\$250.00
169	Repair falling volume damper provide SMACNA certificates for ductwork	107	\$1,000.00



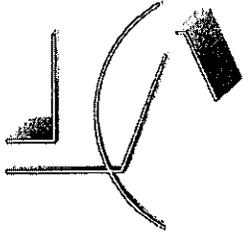
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ITEM	DESCRIPTION	FOTO	Value
170	Unit ventilator A not running		\$5,000.00
171*	Patch and paint beam over window		\$150.00
ROOM 304			
172	Too hot in room, temp set as 65		\$1,000.00
173*	Patched and paint beam above window		\$150.00
174	Replace visible red brick next to UV A1 to match existing.	108	\$75.00
175*	Repair beam at the register	109	\$150.00
176	Right M.O., bottom right window has a misaligned sash, window does not close all the way (second from right as well)		\$250.00
177	Left M.O., window at the bottom middle does not latch or close		\$250.00
178	Left M.O., bottom left window needs limit stop. Window hits lockers		\$50.00
ROOM 305			
179	Too hot, unit ventilator running on high		\$1,000.00
180	excessive noise from return air grills		\$2,000.00
181	Patch and paint beam above window		\$150.00
182	Remount wires along wall	110	\$50.00
183	Right M.O., bottom left will not latch		\$250.00
184	Remove old caulk from brick	111	\$100.00
ROOM 306			
185	Patch and Paint beam above window		\$150.00
186	Fix ceiling above register		\$150.00
ROOM 307			
187	Fix ceiling above register		\$150.00
188	Excessive noise from unit ventilator running on high		\$1,000.00
189	Missing mini blind		\$250.00
190	Right M.O. bottom right does not close all the way and will not latch		\$250.00
191	Left M.O., middle window does not close		\$250.00
ROOM 308			
192	Repair ceiling above register	112	\$150.00
193	Right M.O., bottom left window does not close		\$250.00
194	Patch on beam is unacceptable		\$150.00
195	Left window, bottom right needs seal		\$150.00
ROOM 309			
196	Too warm		\$1,000.00



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ITEM	DESCRIPTION	FOTO	Value
197	Outlet coming off of plug mold	113	\$100.00
198	Beam needs to be patched and painted		\$150.00
199	Right M.O. bottom left does not close		\$250.00
ROOM 310			
200*	Fire damper not in wall and gap between duct and damper.	114	\$500.00
201	Clean tap off windows (typical)		\$500.00
202	Reinstall curtain rods at windows	115	\$200.00
ROOM 311			
203	Too warm		\$1,000.00
204	Bottom right window does not close		\$250.00
205	Patch and paint beam		\$150.00
CORRIDOR			
206*	Ceiling outside physics lab needs to be refinished and painted semi gloss (drop down soffit) (typical all corridors)		\$500.00
PHYSICS LAB			
207	Missing access door at brick chase	116	\$250.00
208	Remove nails from wall above chase		\$50.00
209*	Cover open junction box inside duct. (Typical all combination dampers)	117	\$50.00
210	Unused junction box with opening into duct (typical ducts near combination dampers)	118	\$50.00
211	No fire stopping at slab penetration only Styrofoam	119	\$250.00
212	Missing ceiling corner trim around pipe chase	120	\$50.00
213	Provide gypsum board at window pocket at single window. See drawings.	121	\$150.00
214*	Remove masking tape		\$50.00
215*	Clean brick at window jambs	122	\$100.00
216	Middle window does not close		\$250.00
217	Replace damaged Unit Ventilator cover	123	\$350.00
218	Repaint main cross beam. Paint drippings unacceptable		\$100.00
219	Return air grill installation not acceptable, make flush. Tack board falling off.	124	\$150.00
220	Repair brick corner penetration into storage room	125	\$100.00
221	Replace mismatched ceiling tile above storage room door.	125	\$100.00

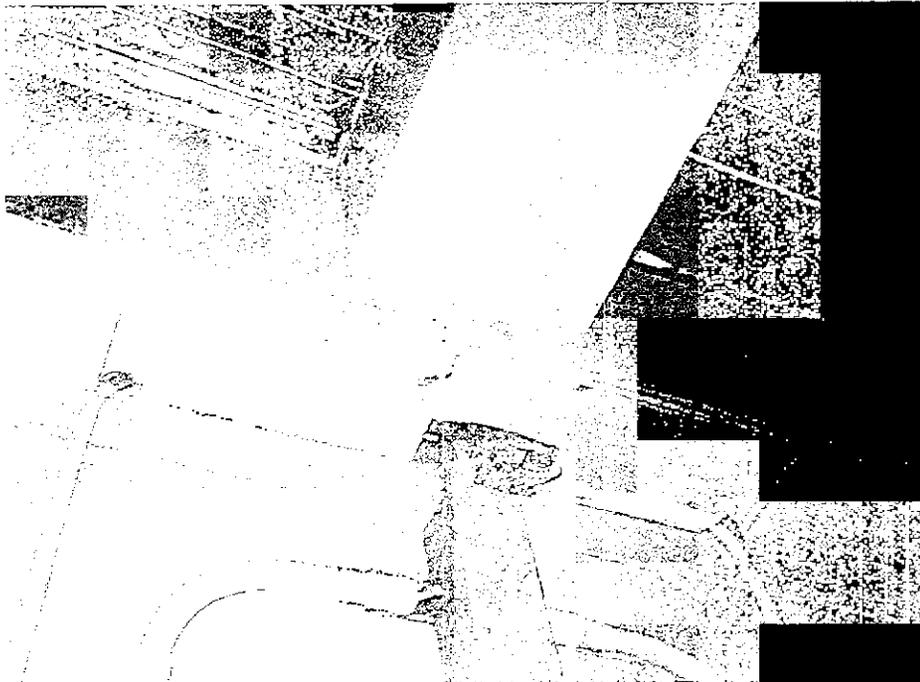


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ITEM	DESCRIPTION	FOTO	Value
STORAGE ROOM			
222	Extend brick chase to ceiling with sheet rock		\$150.00
223	Seal patched hole in duct at floor slab penetration	126	\$150.00
224	Seal screw holes on duct next to sticker near floor slab penetration	127	\$50.00
CHEMISTRY LAB			
225	Remove paint from left window		\$100.00
226	Patch holes in soffit - paint	128	\$150.00
227	Clean spray paint off of floor in front of Unit ventilators		\$100.00
228	Re-patch ceiling at return air duct		\$150.00
229	Replace light fixture at soffit		\$150.00
230	Clean debris off the top of closets at front of classroom	129	\$100.00
231	Access door too small, fire damper inaccessible	130	\$250.00
232	Provide adequate conduit supports with two screws	131	\$150.00
233	Fume hood exhaust fan not working. Provide support for junction box at fume hood exhaust fan.		\$1,000.00
234	Conduit penetration unacceptable at ceiling unacceptable. Flexible conduit protruding from soffit unacceptable.	132	\$150.00
235	KX1 remote switch does not work.		\$200.00
236	Excessive air movement in soffit outside of ducts.		\$5,000.00
			\$172,850.00

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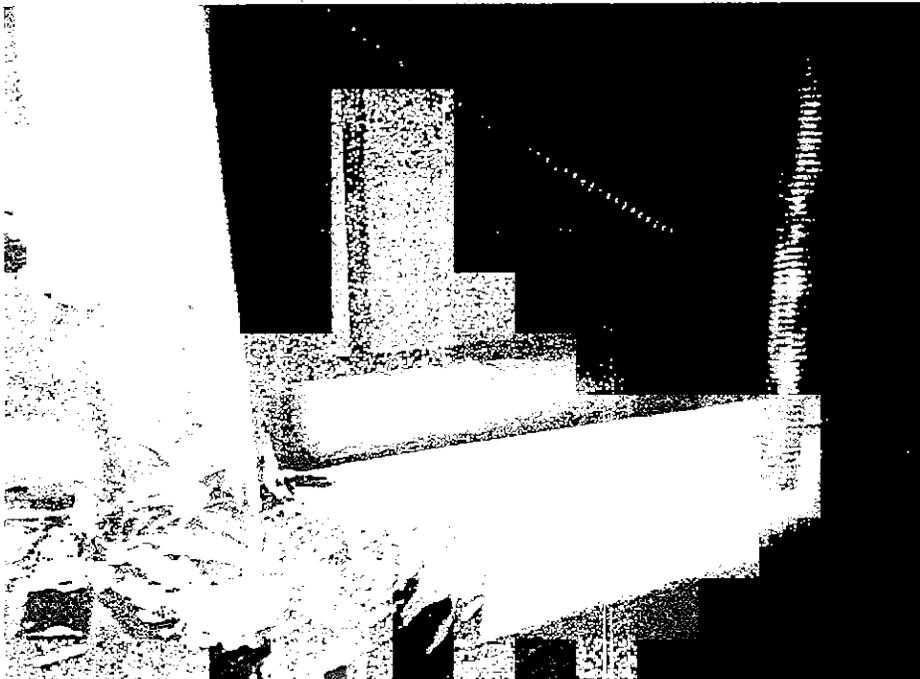
* Items noted with an asterisk occur in all locations and are listed here as an example.



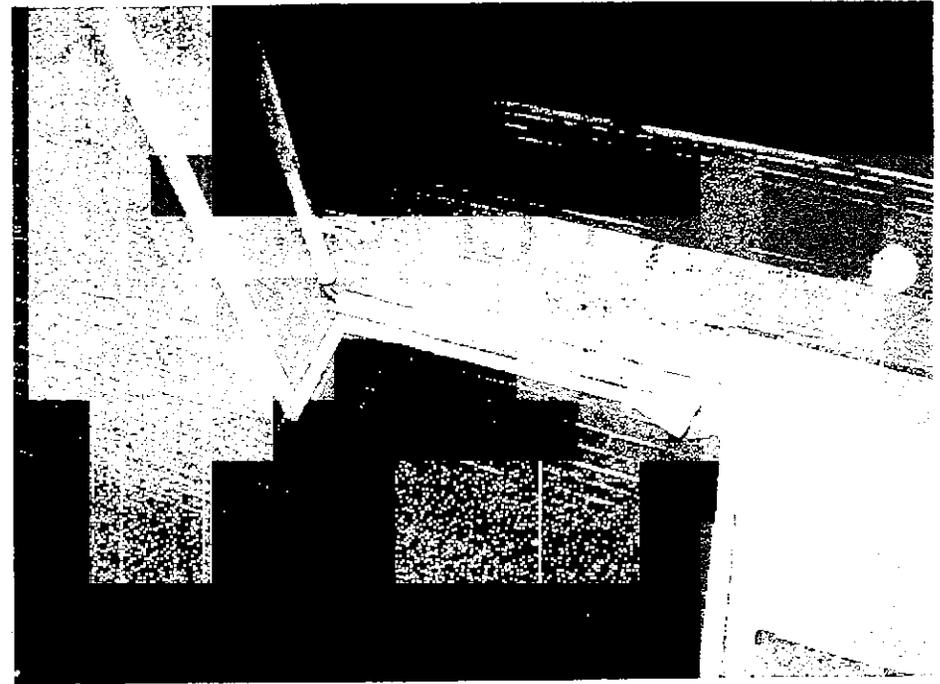
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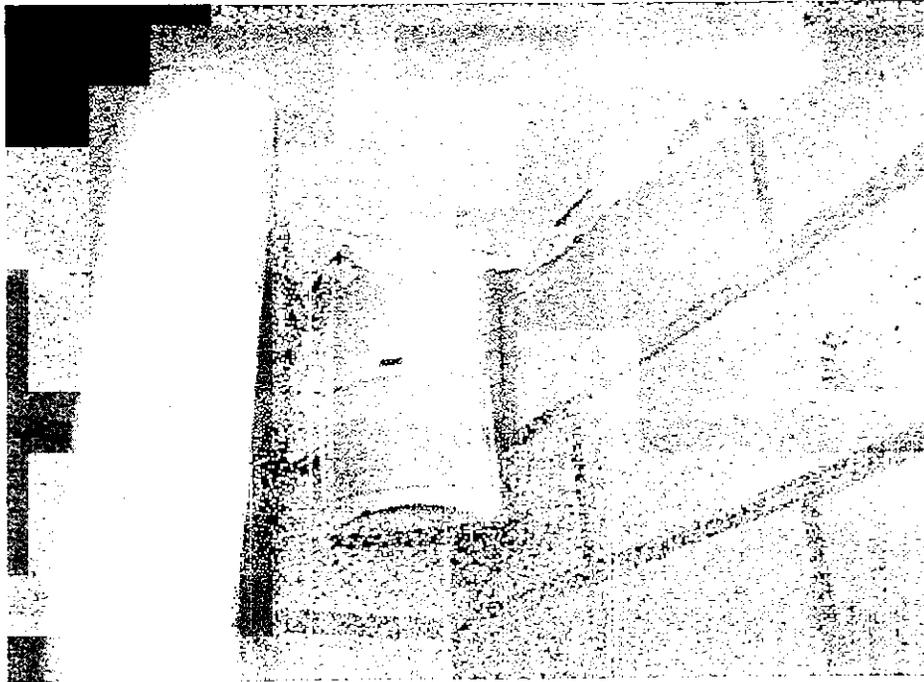
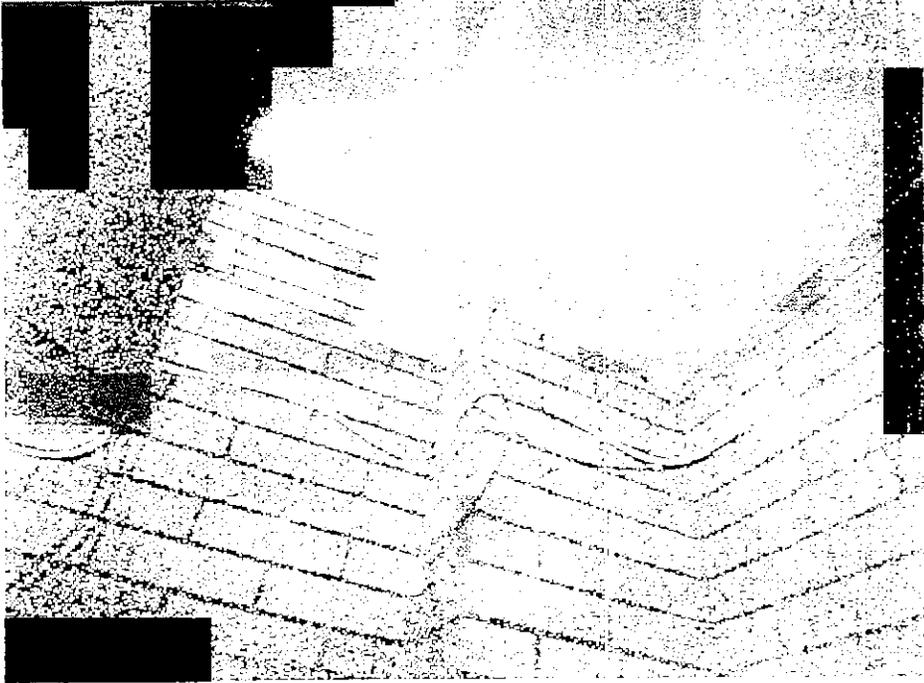
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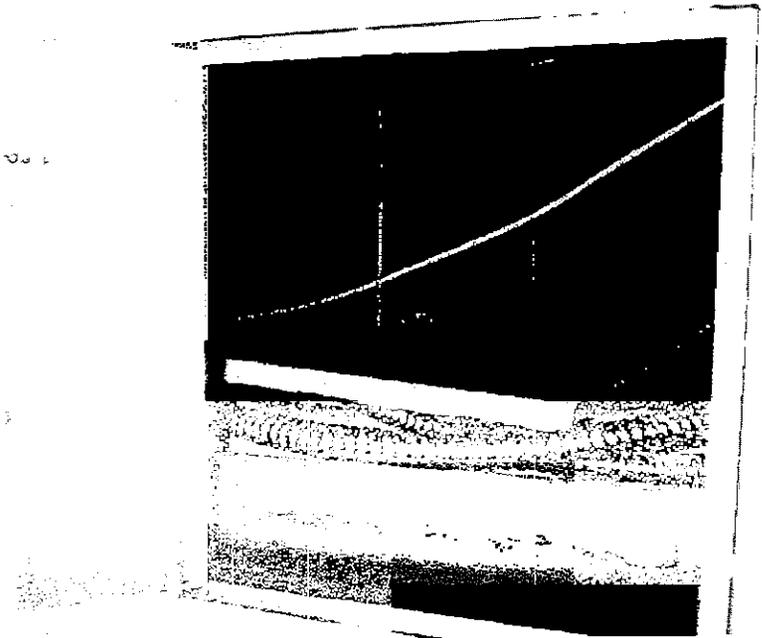
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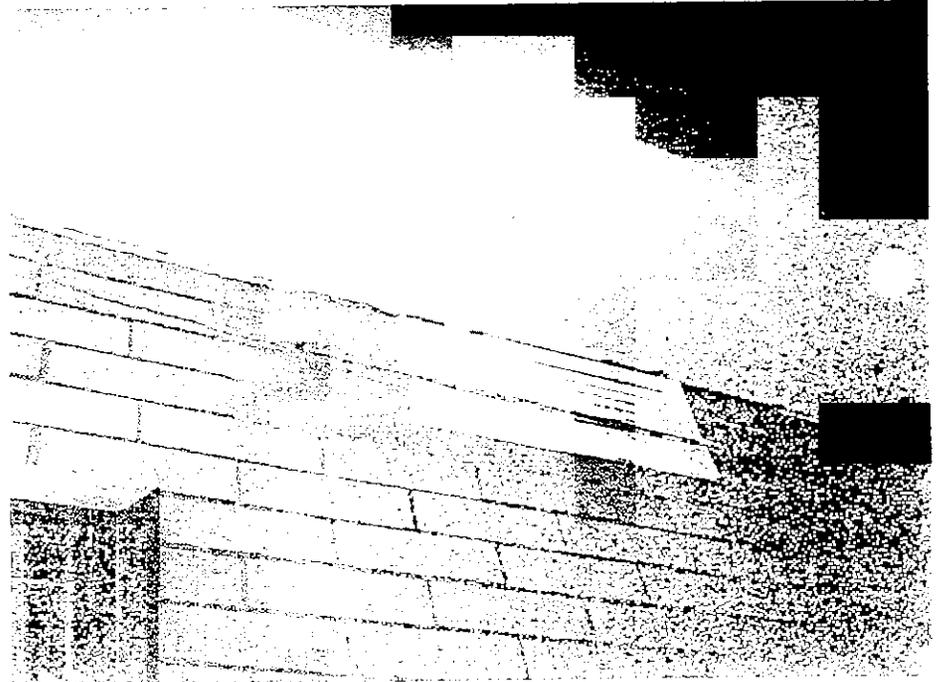
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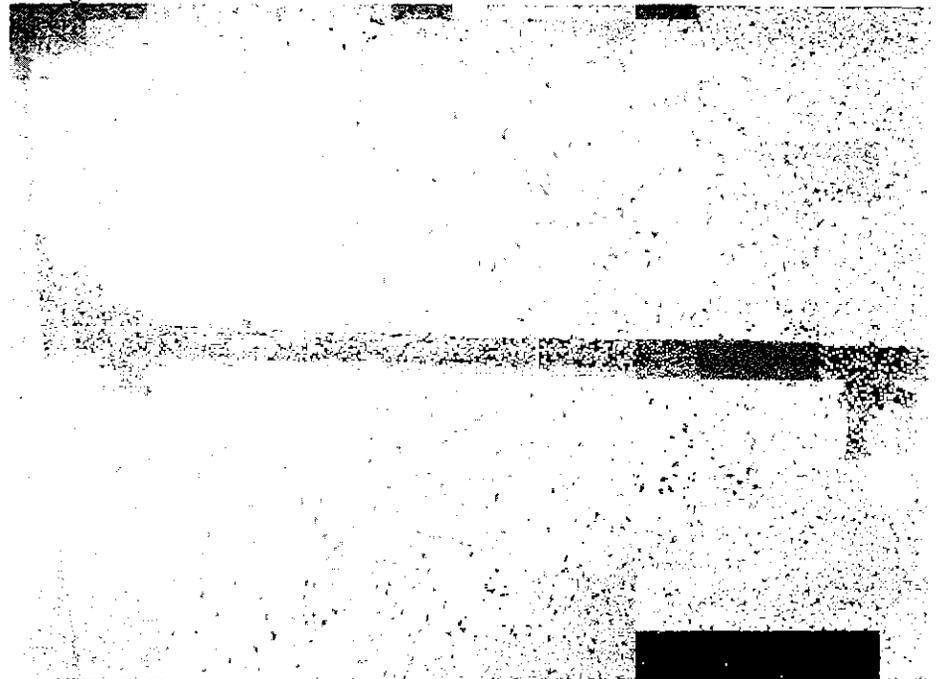
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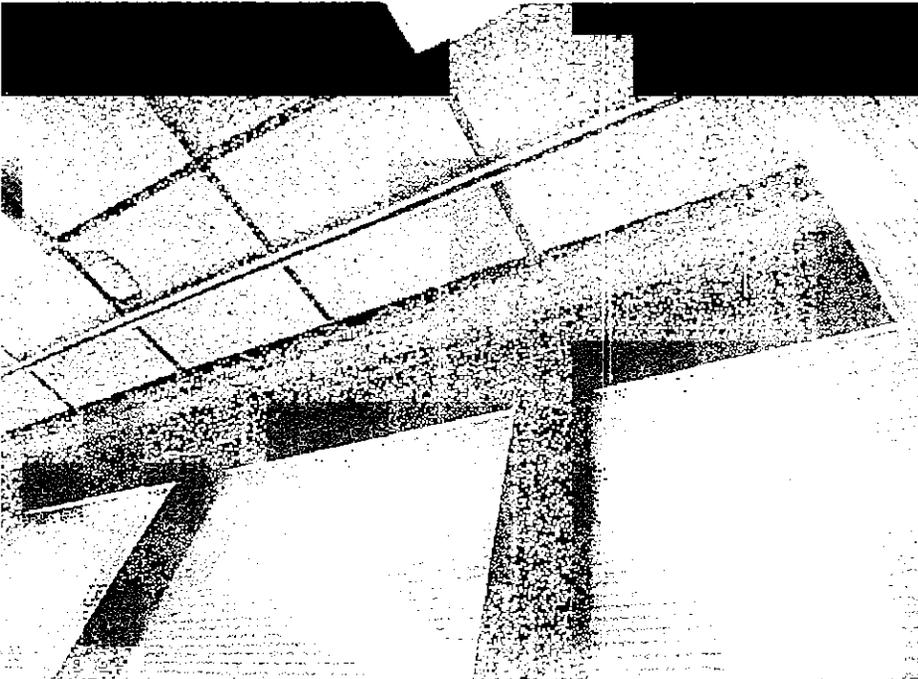


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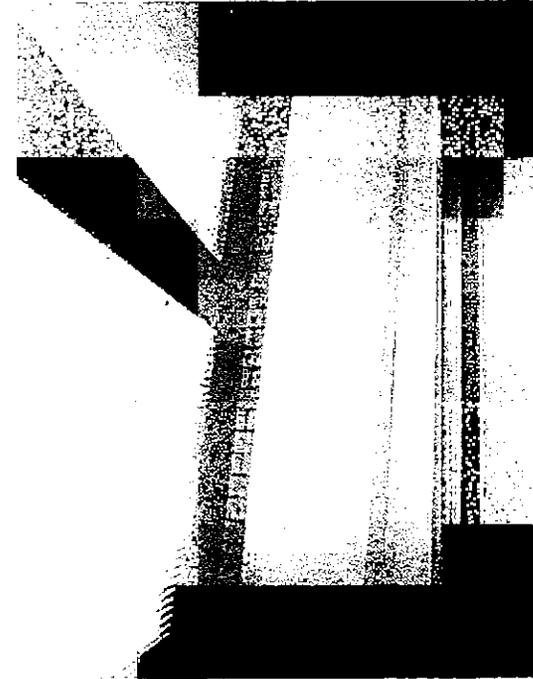


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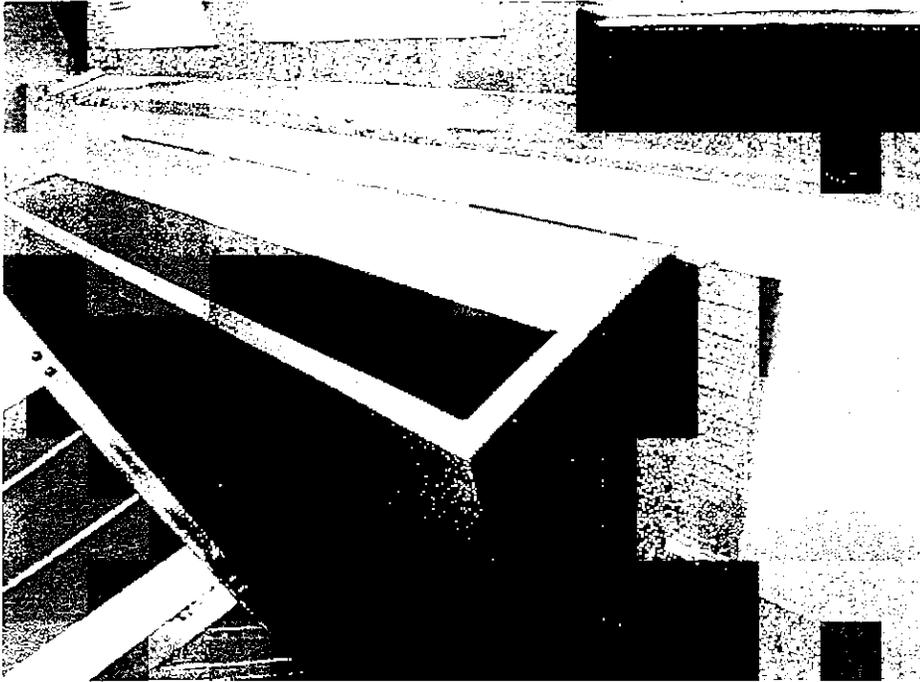
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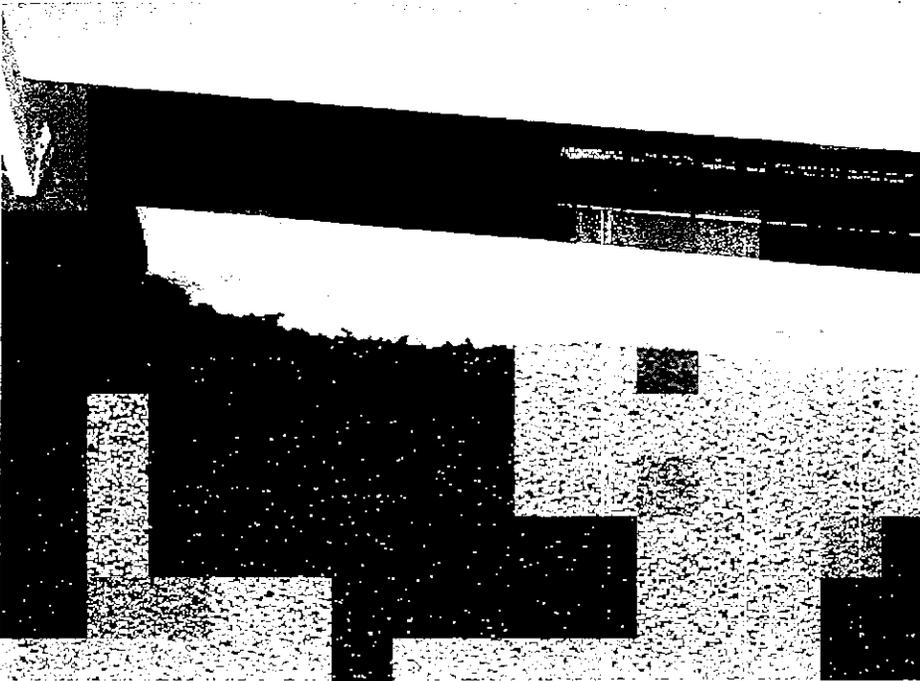
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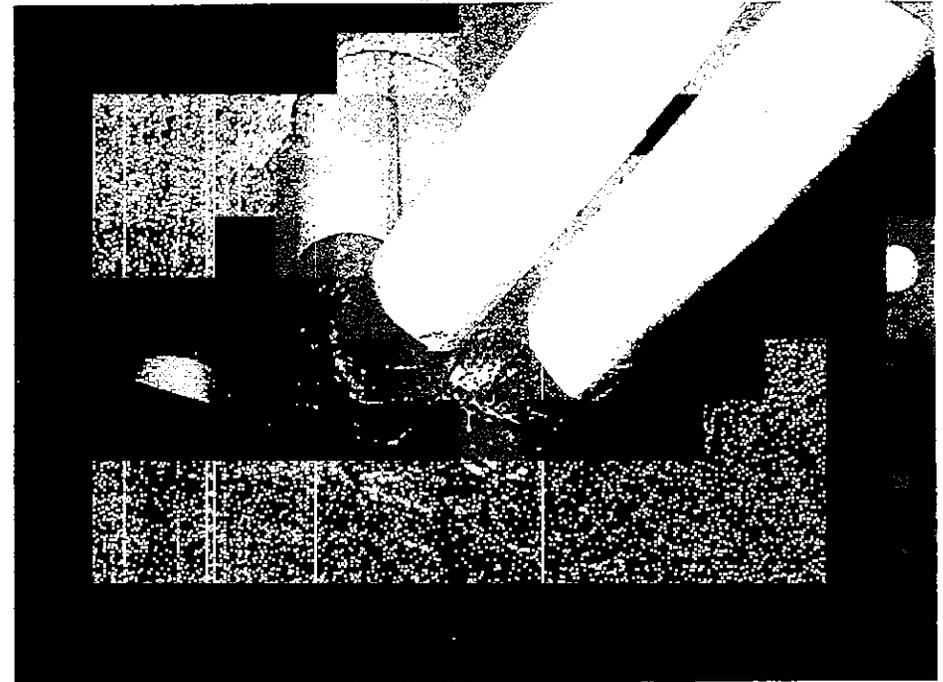
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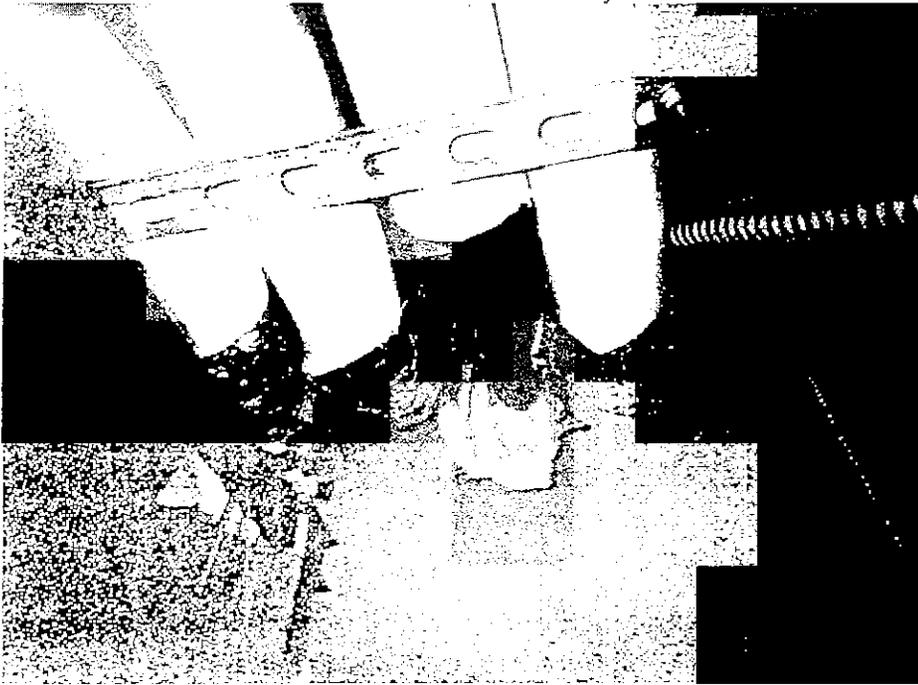
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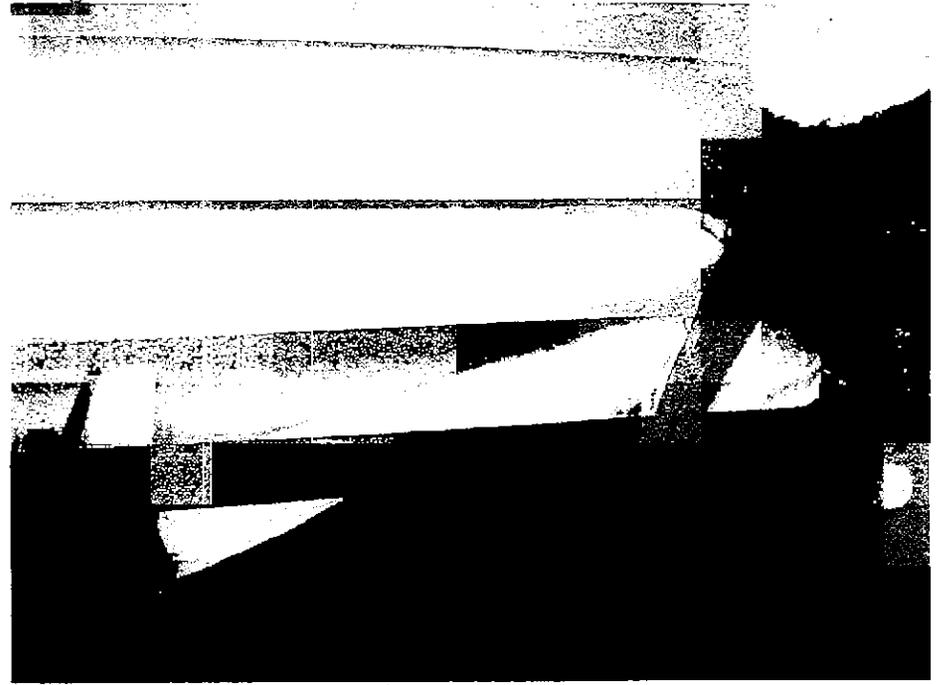
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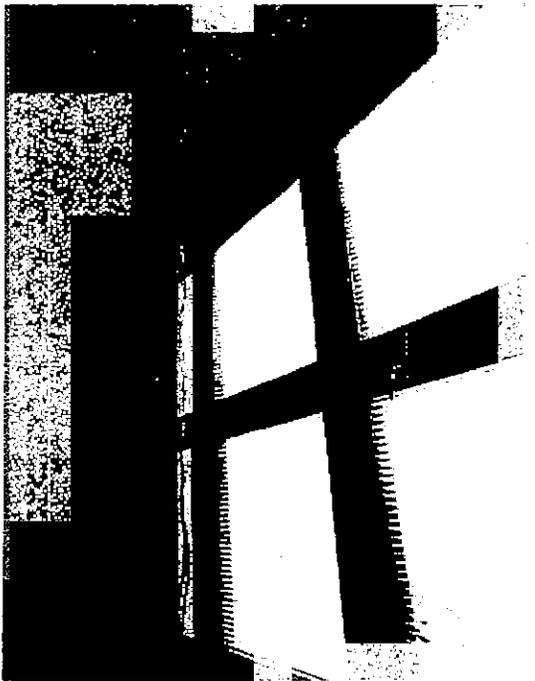
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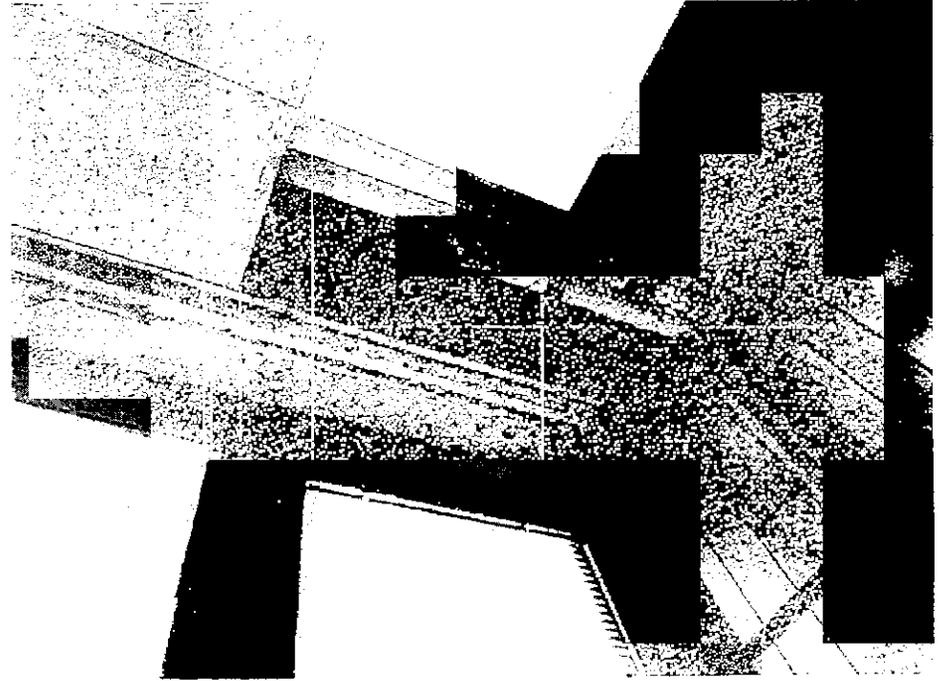
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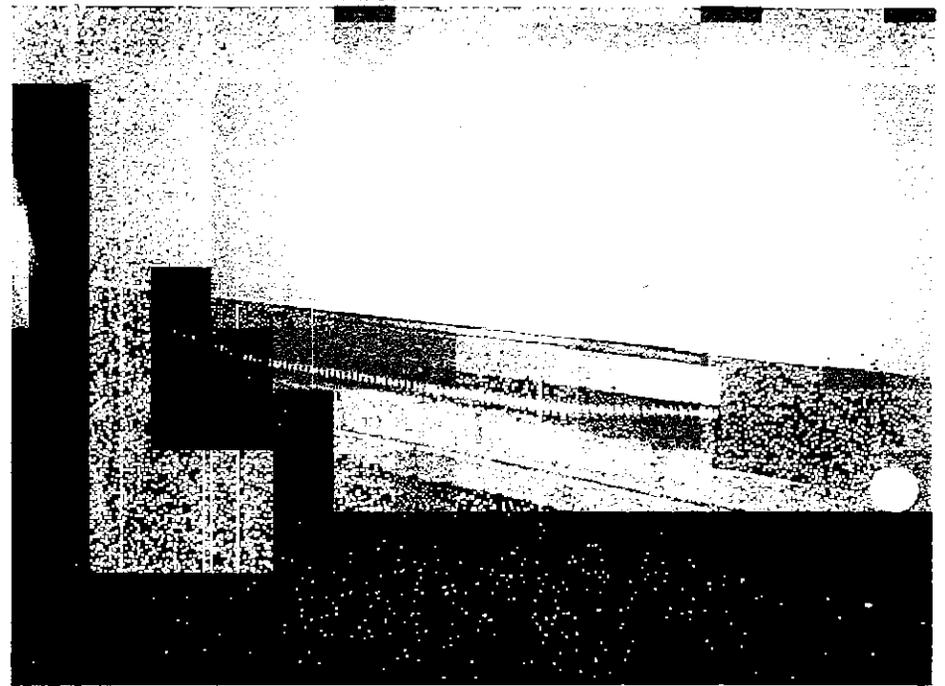
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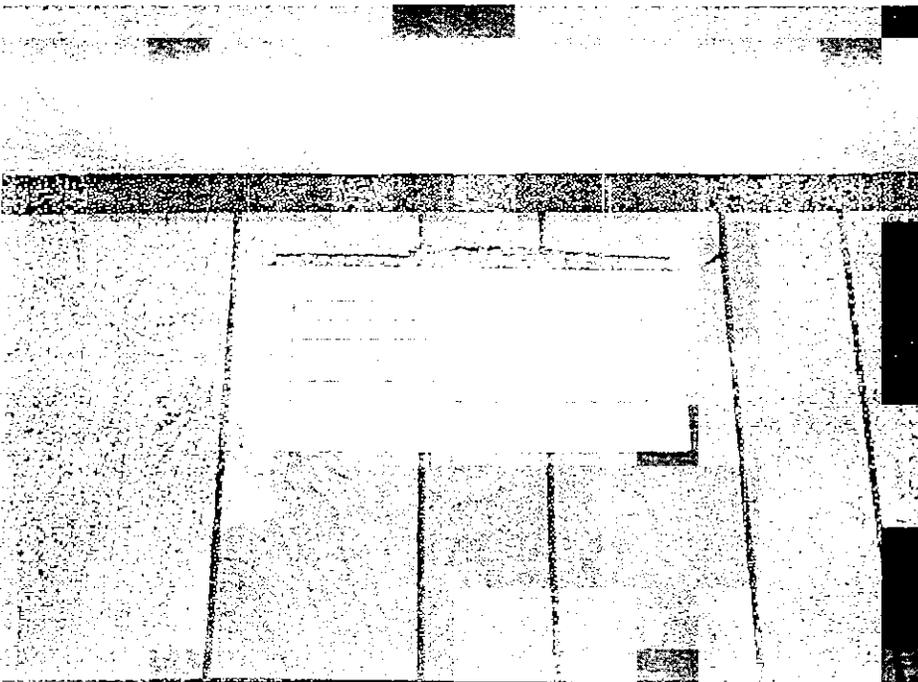
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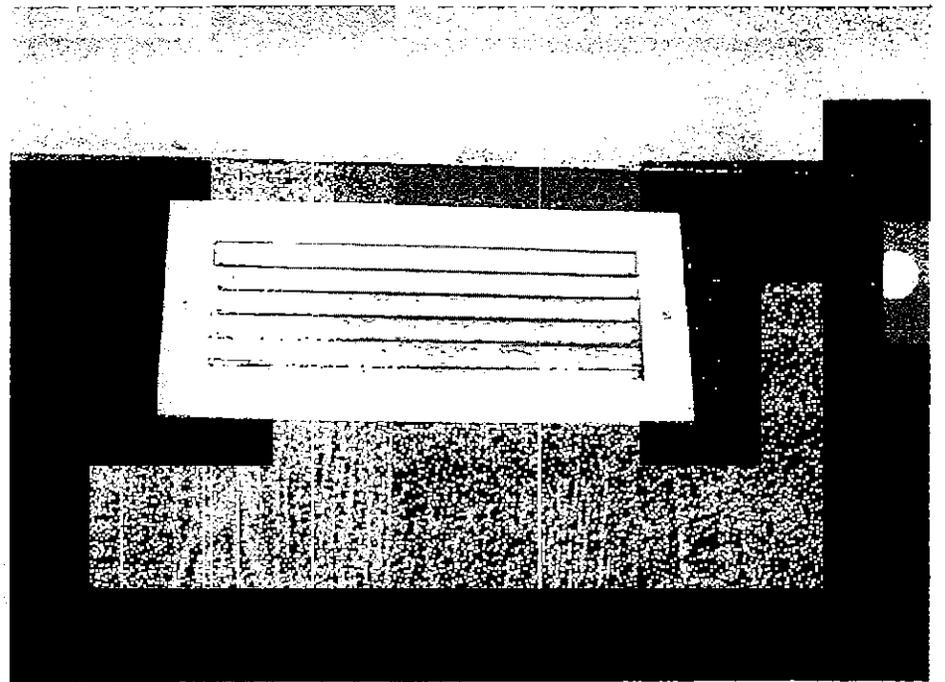
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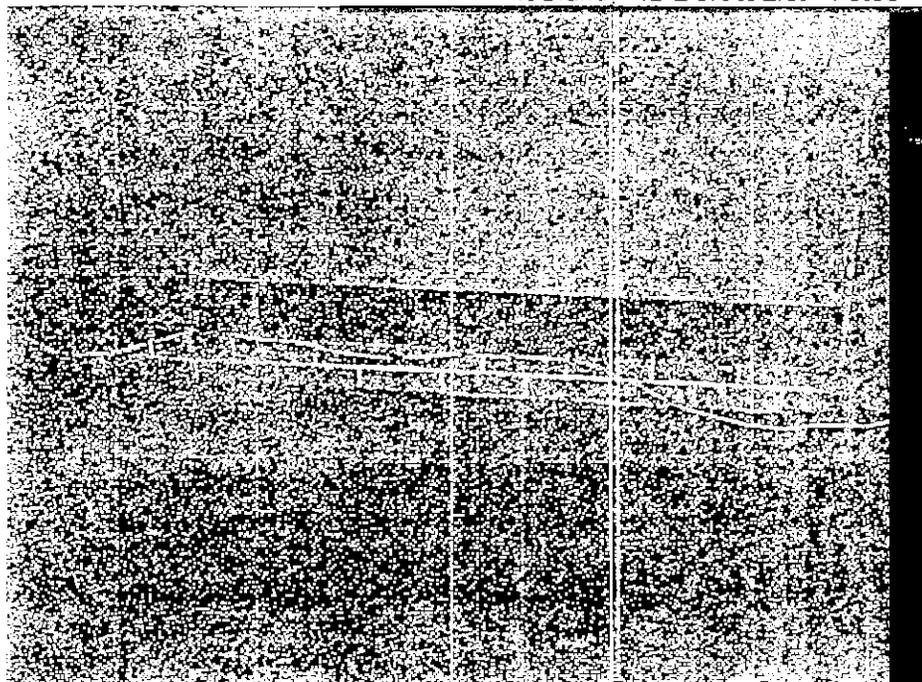
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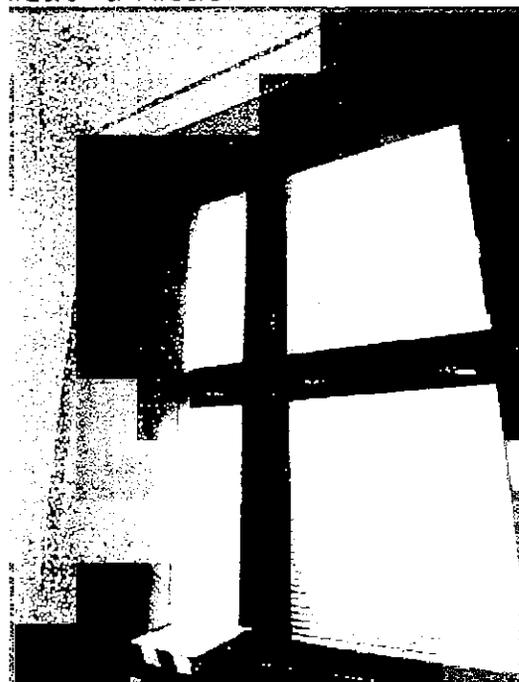
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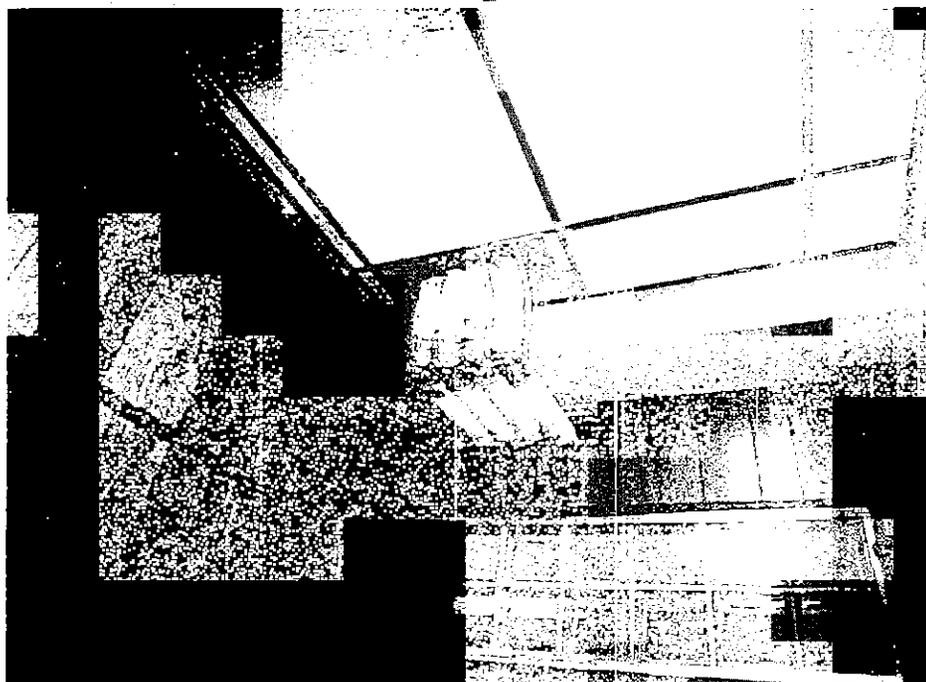
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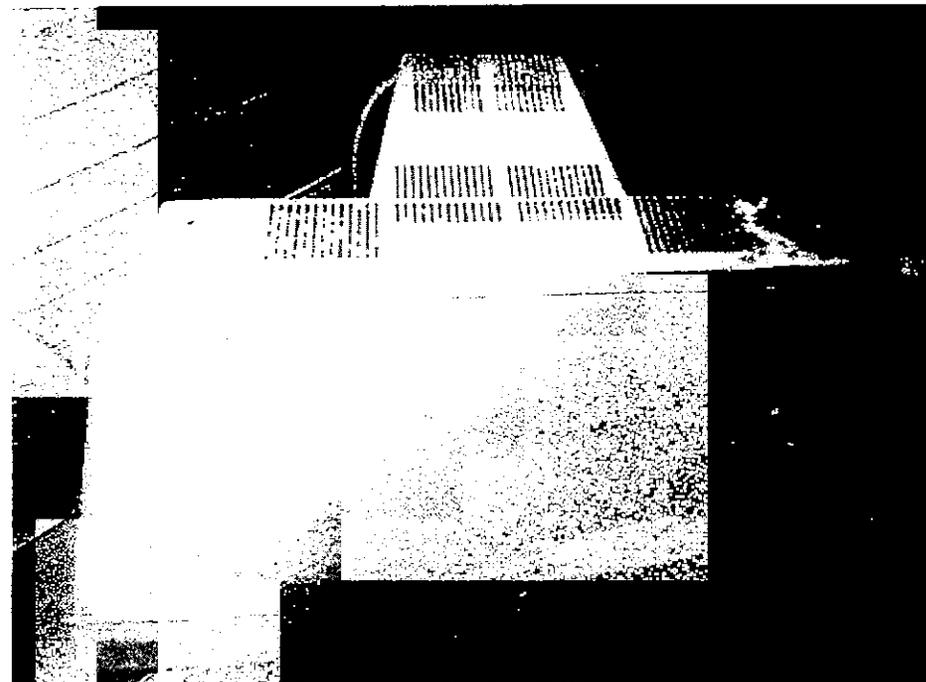
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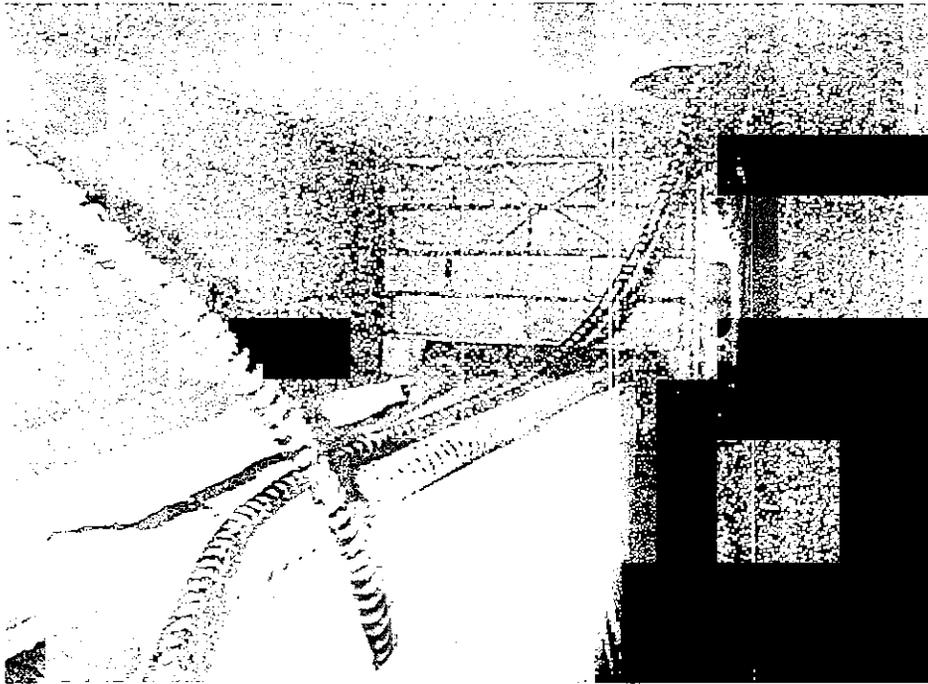
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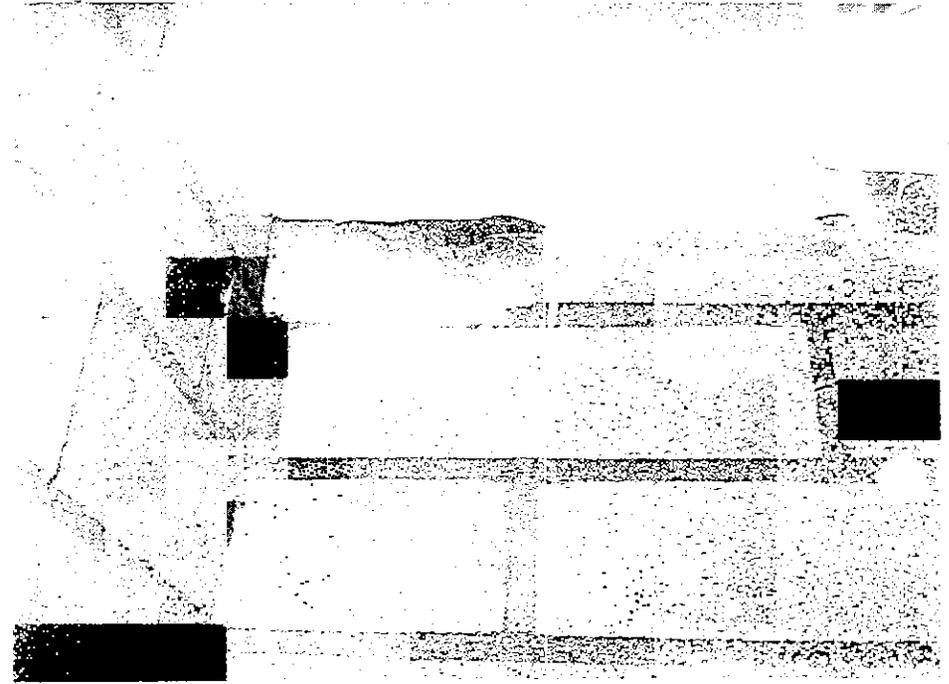
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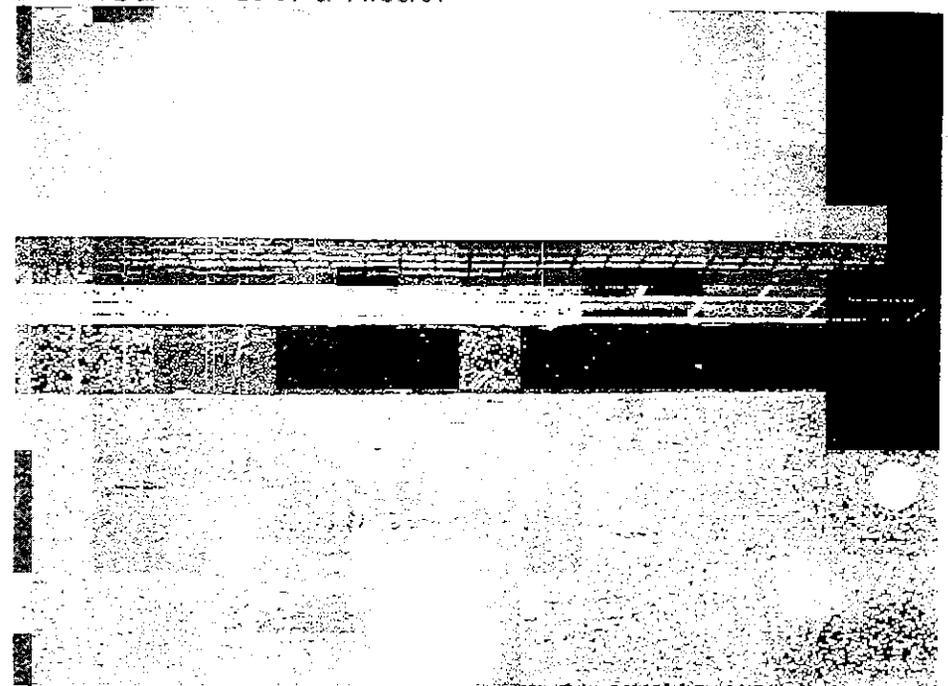
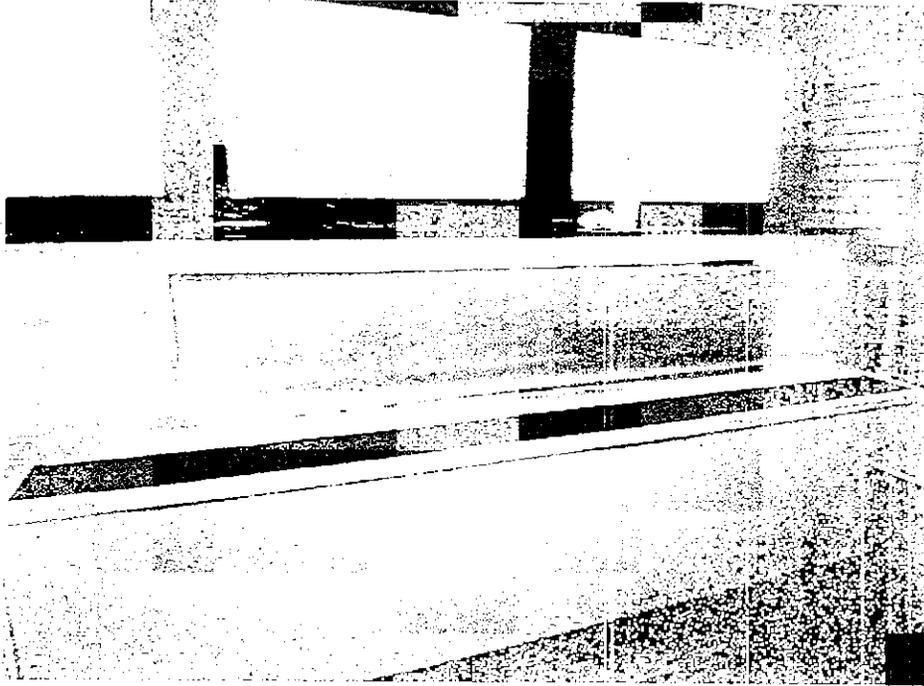
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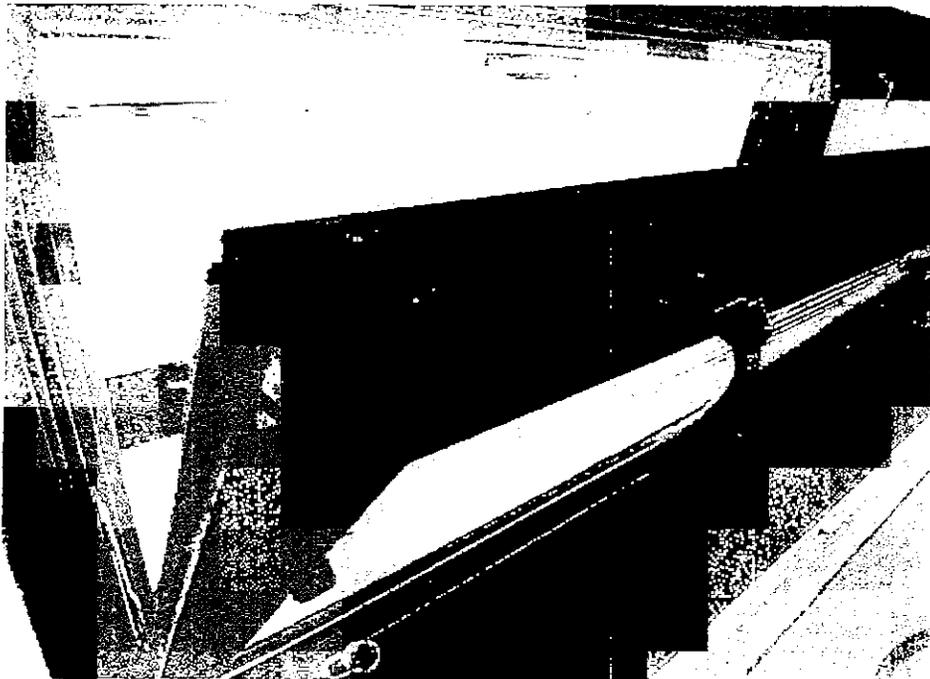
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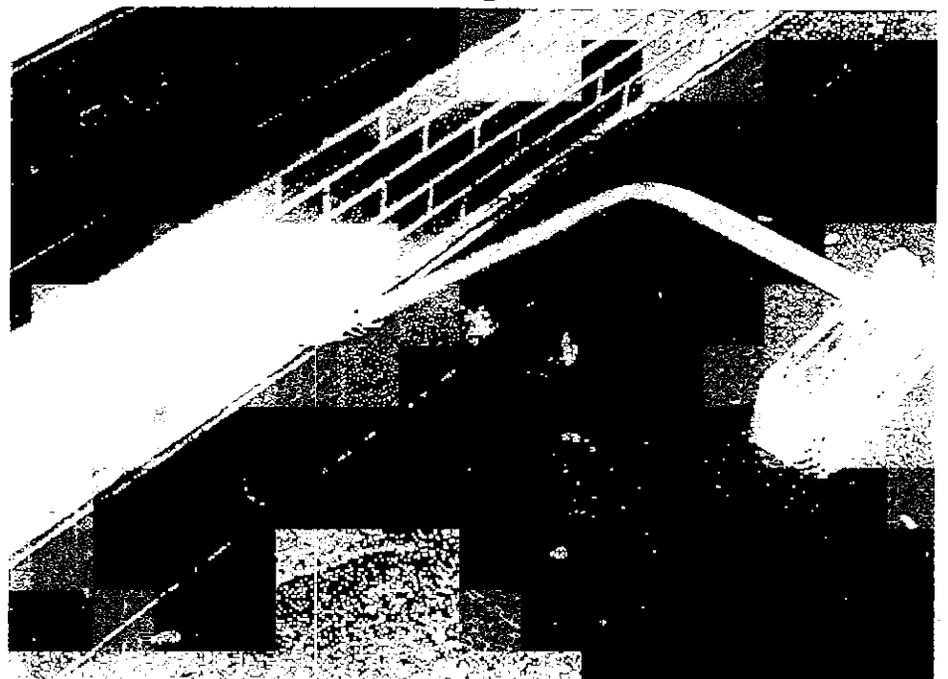
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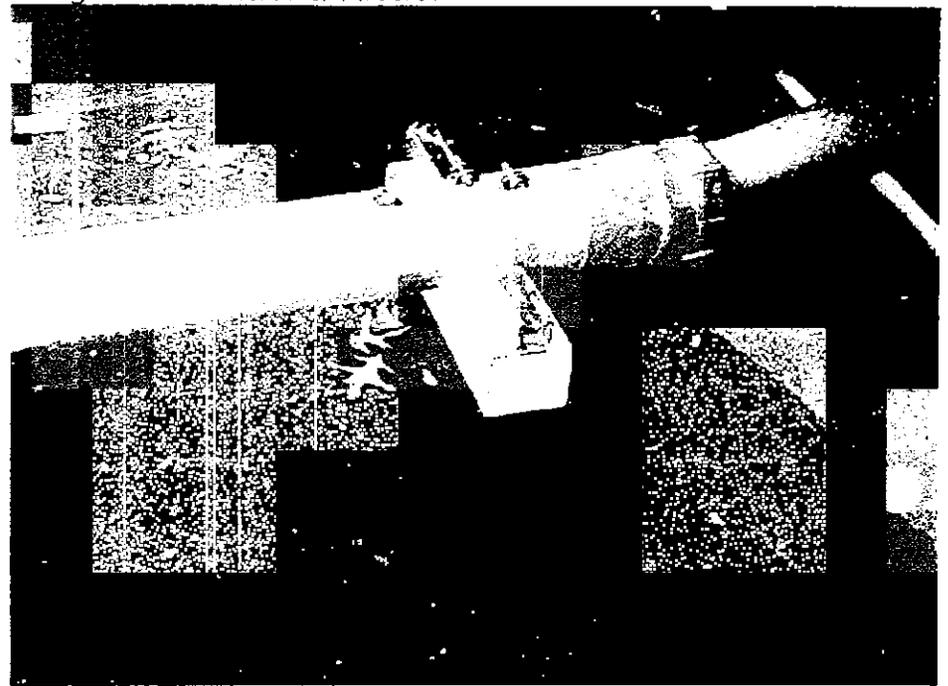
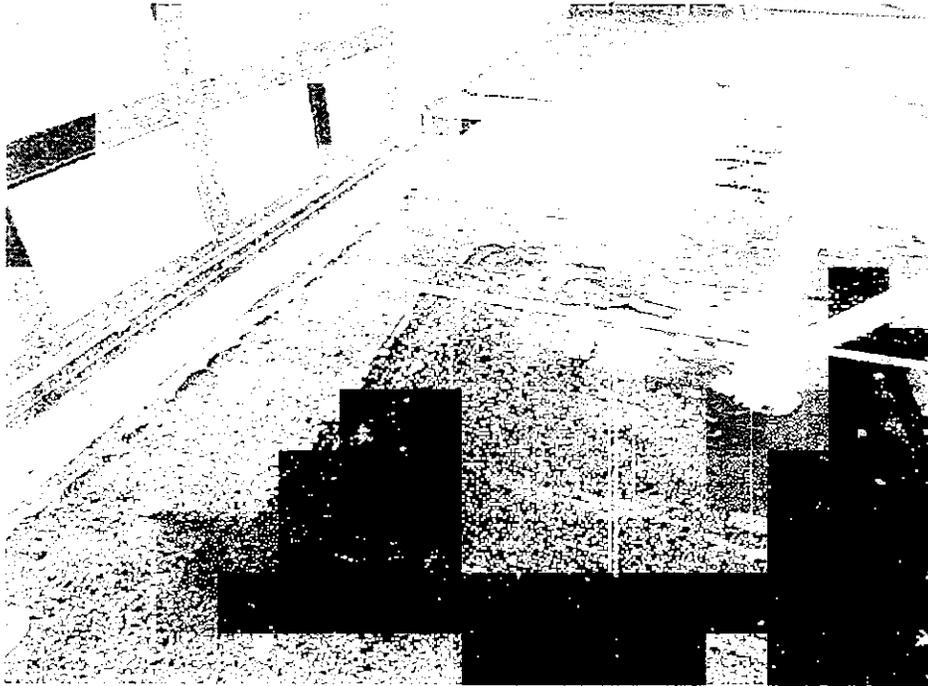
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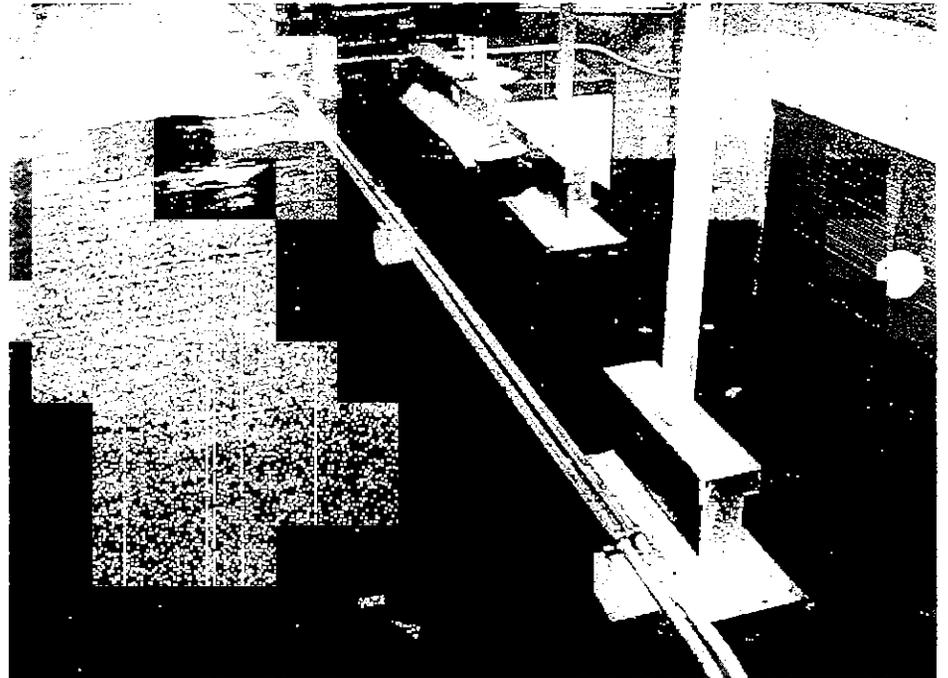
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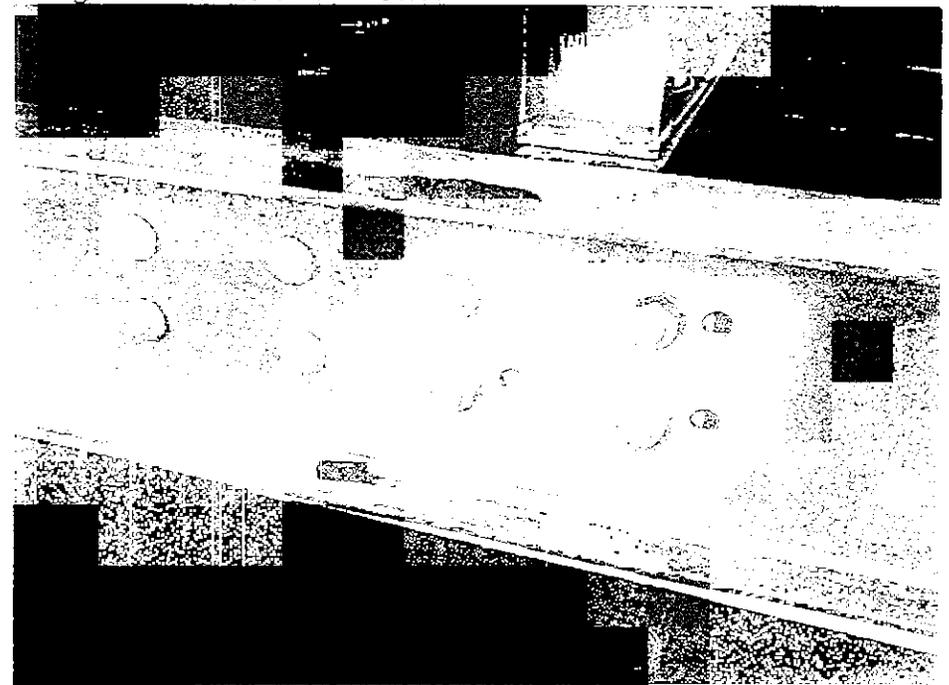
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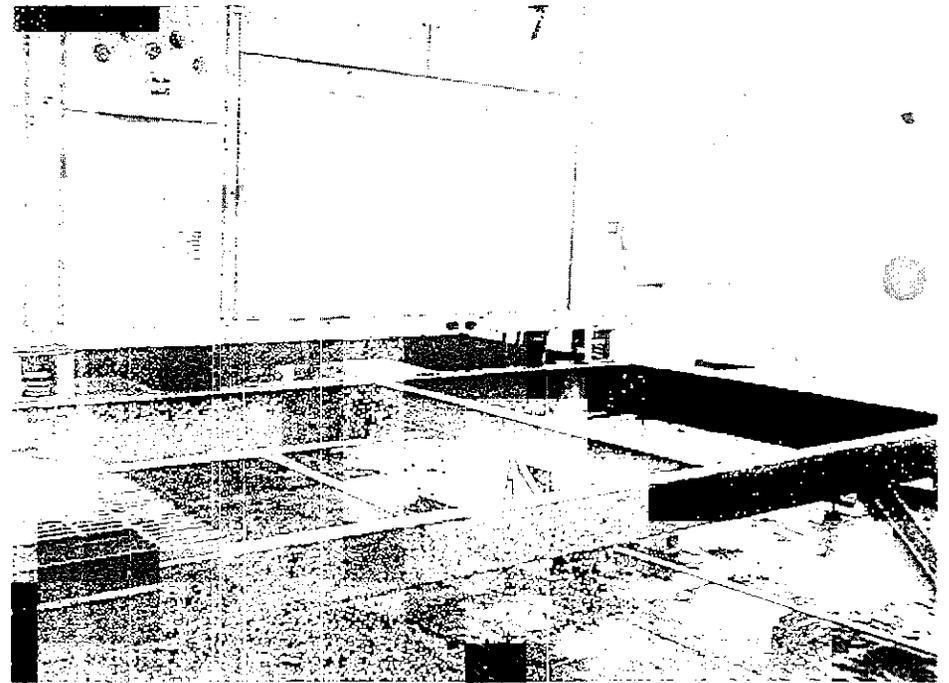
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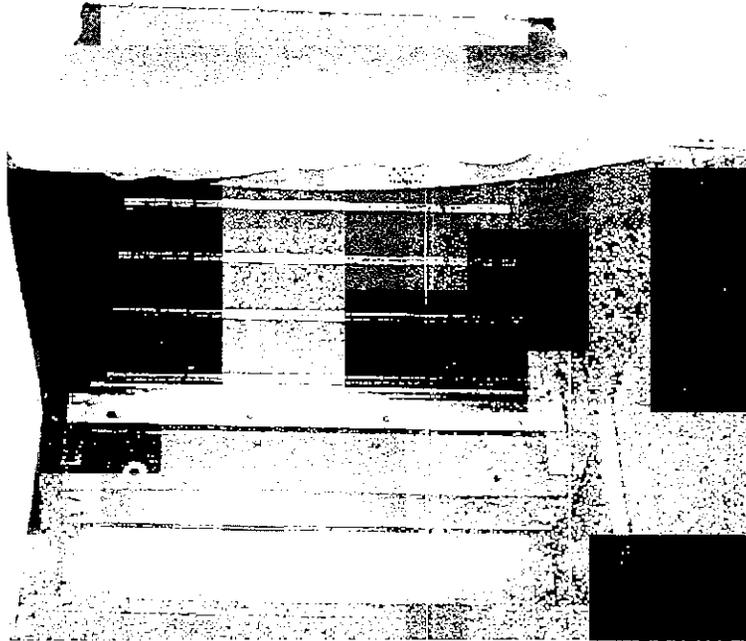
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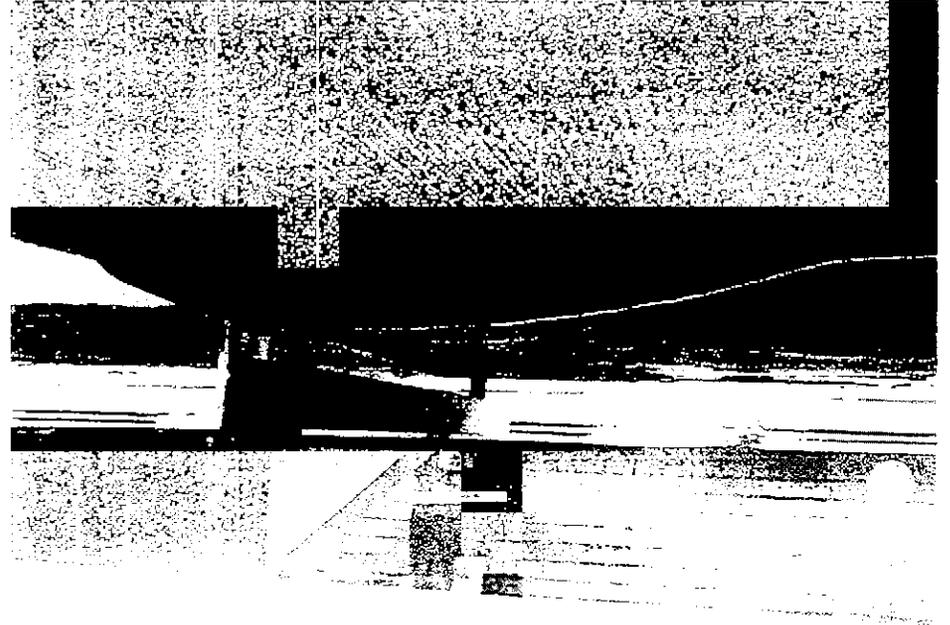
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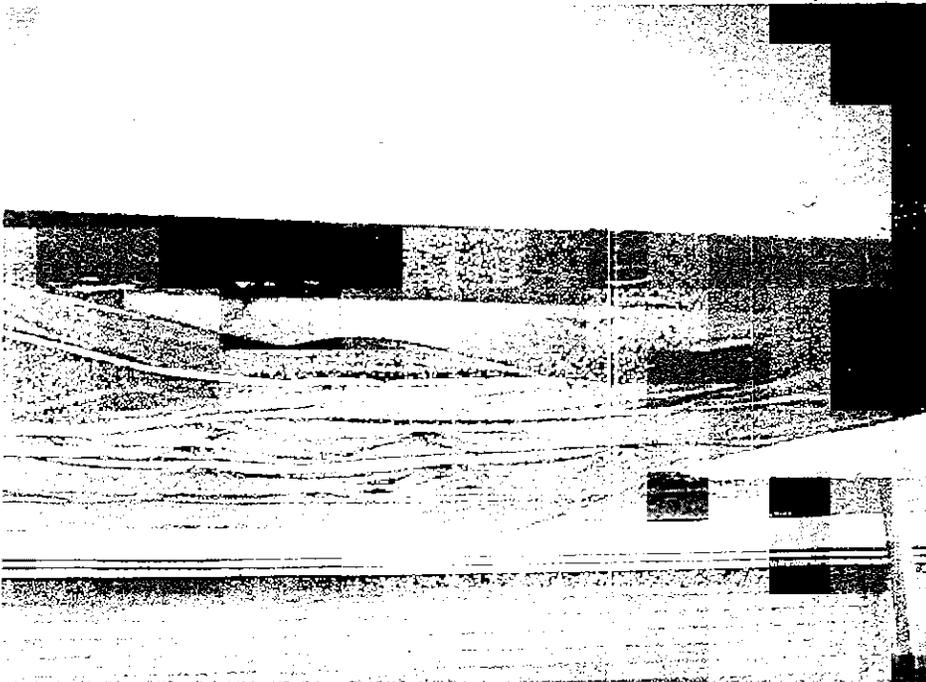
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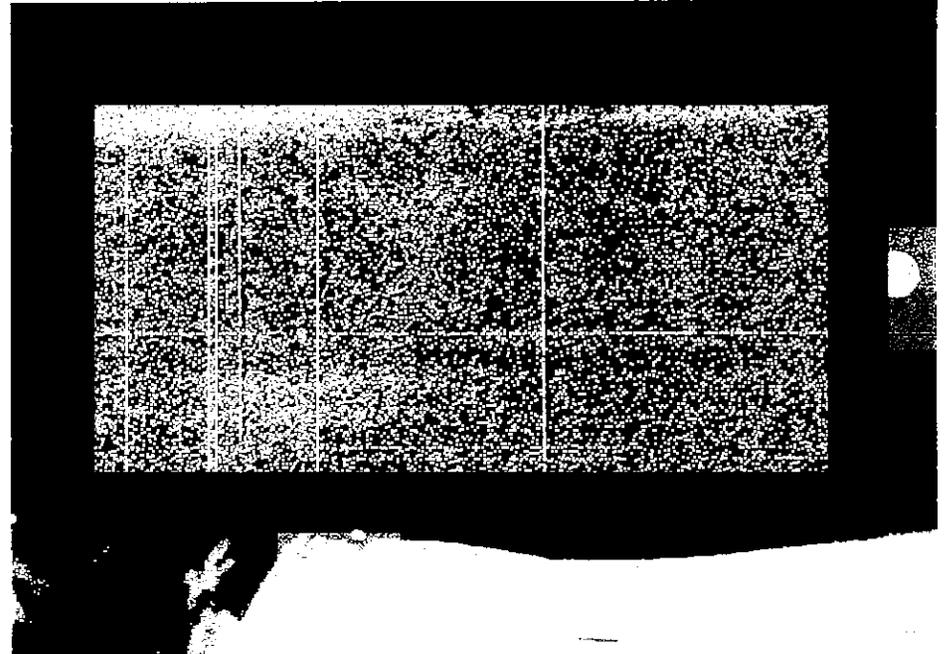
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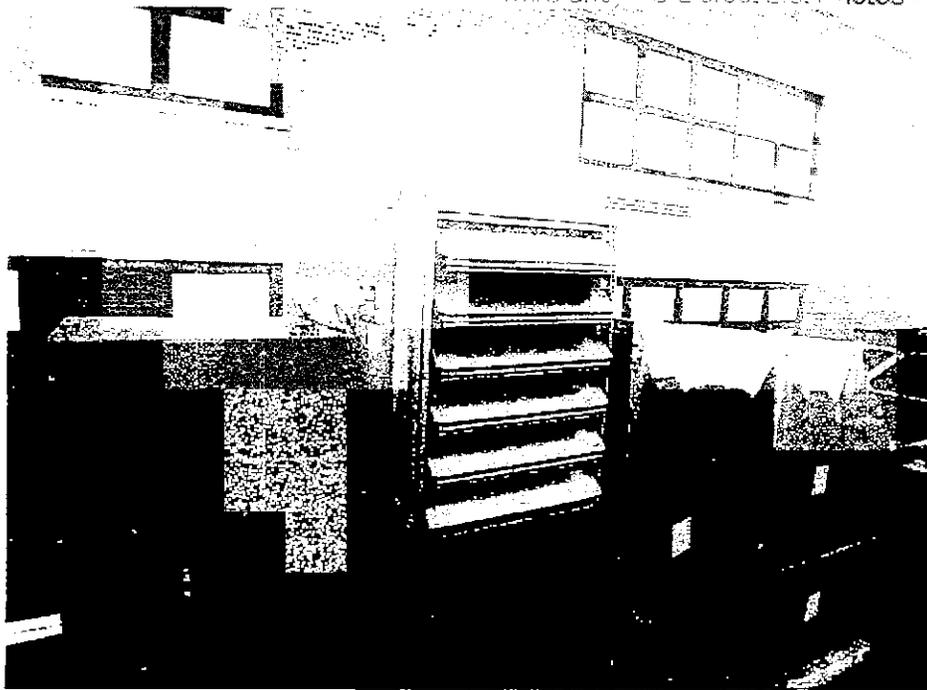
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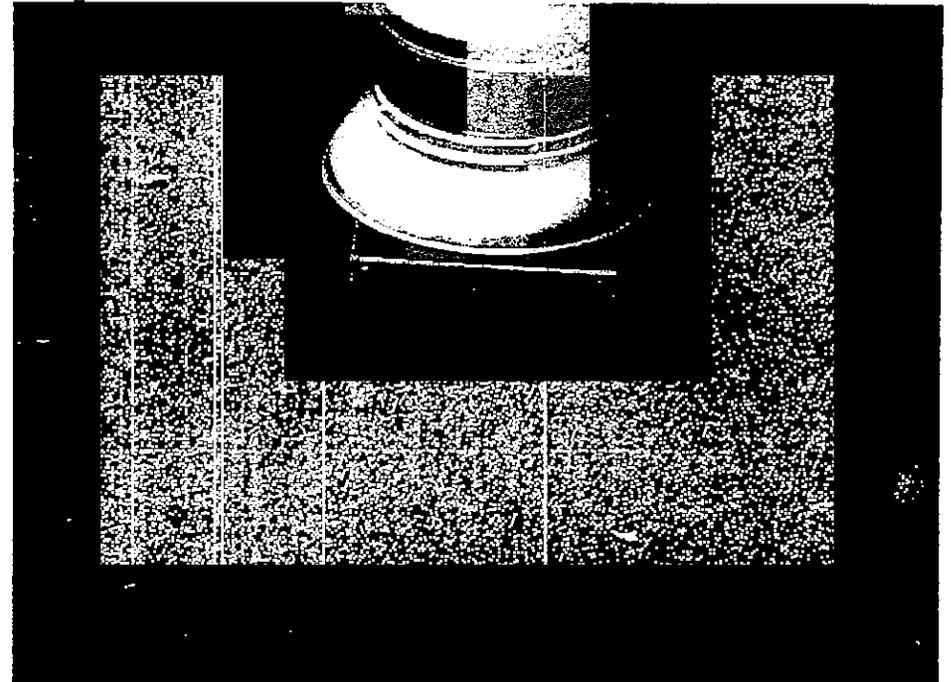
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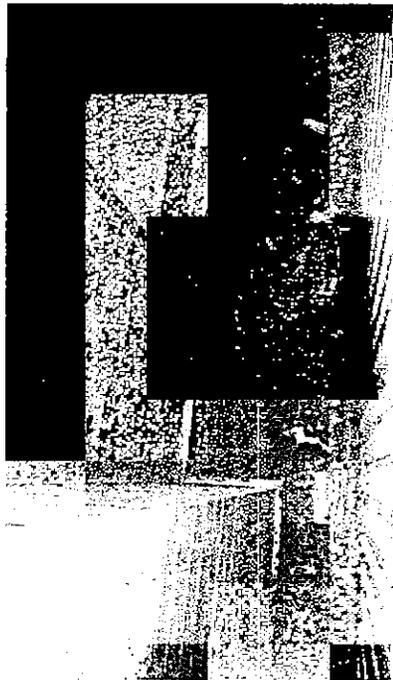
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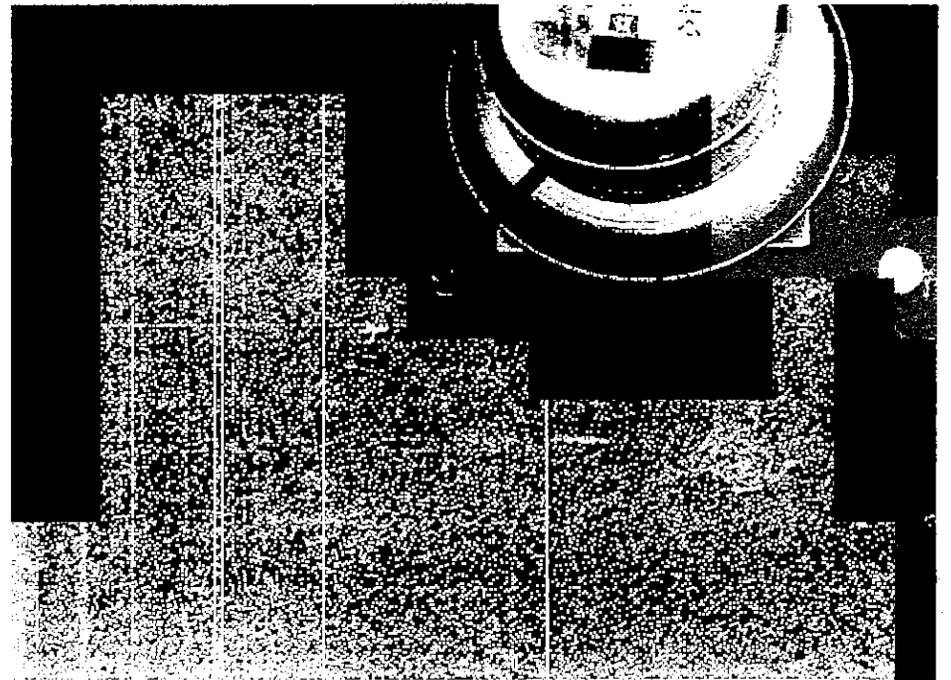
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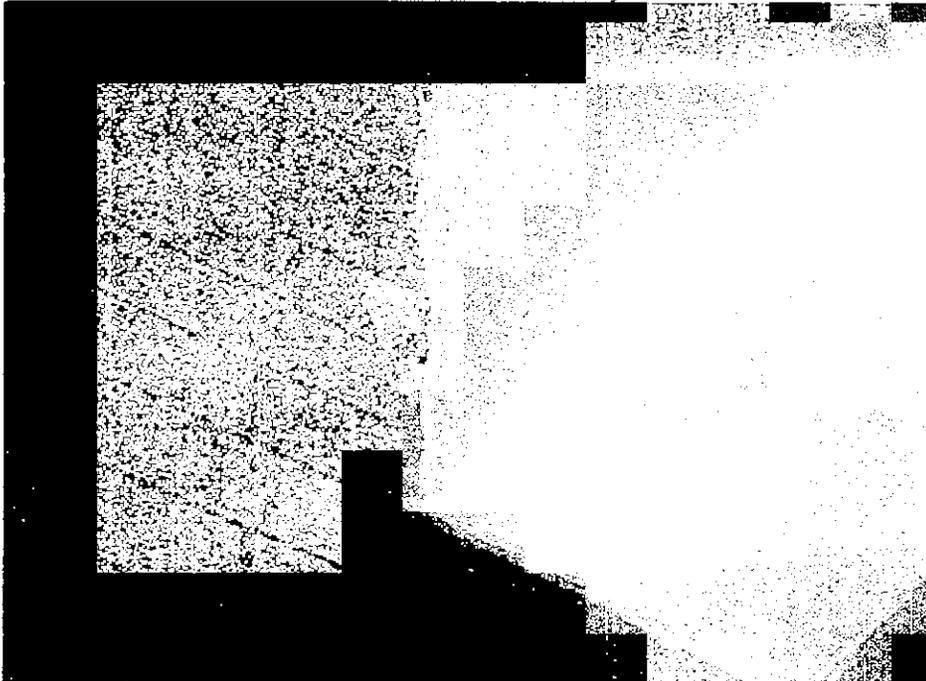
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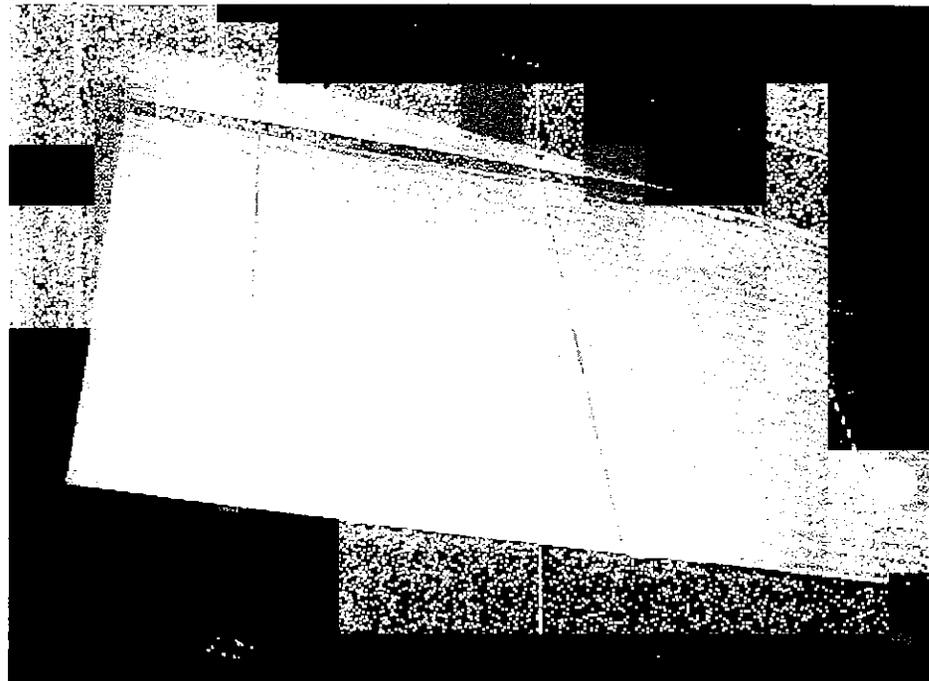
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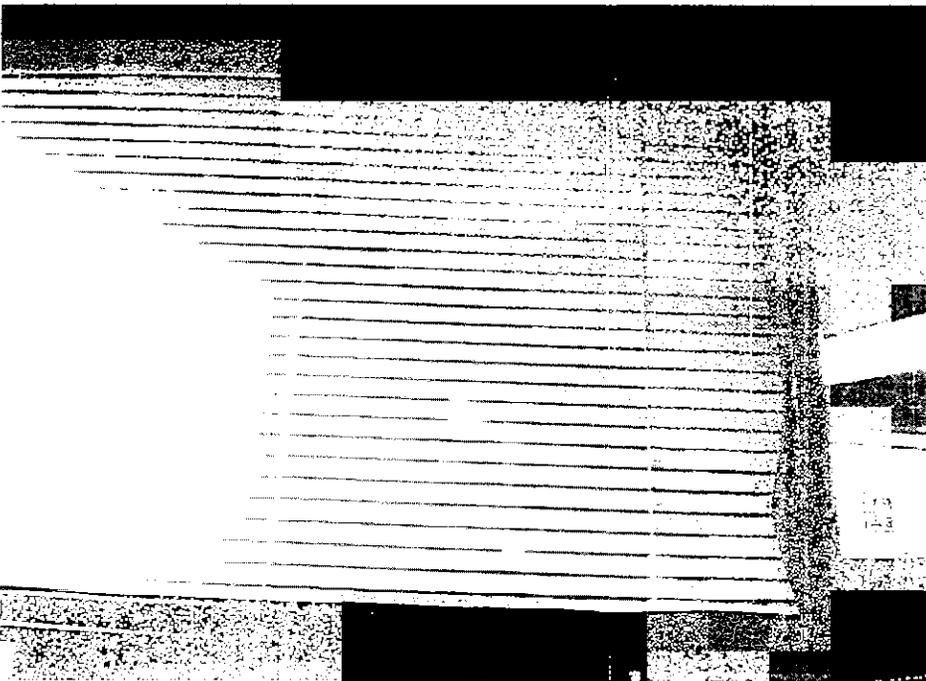
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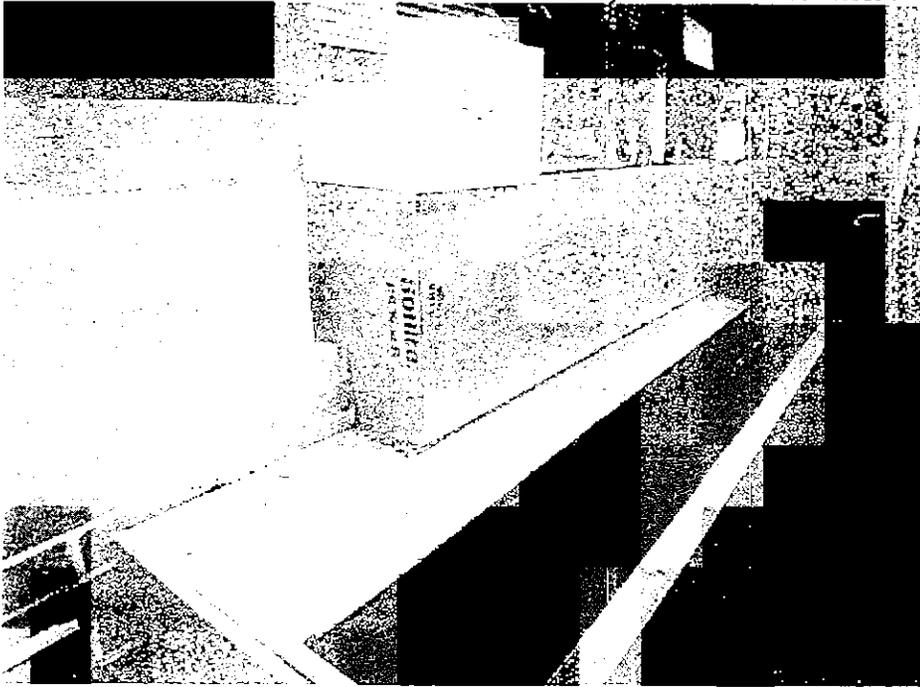
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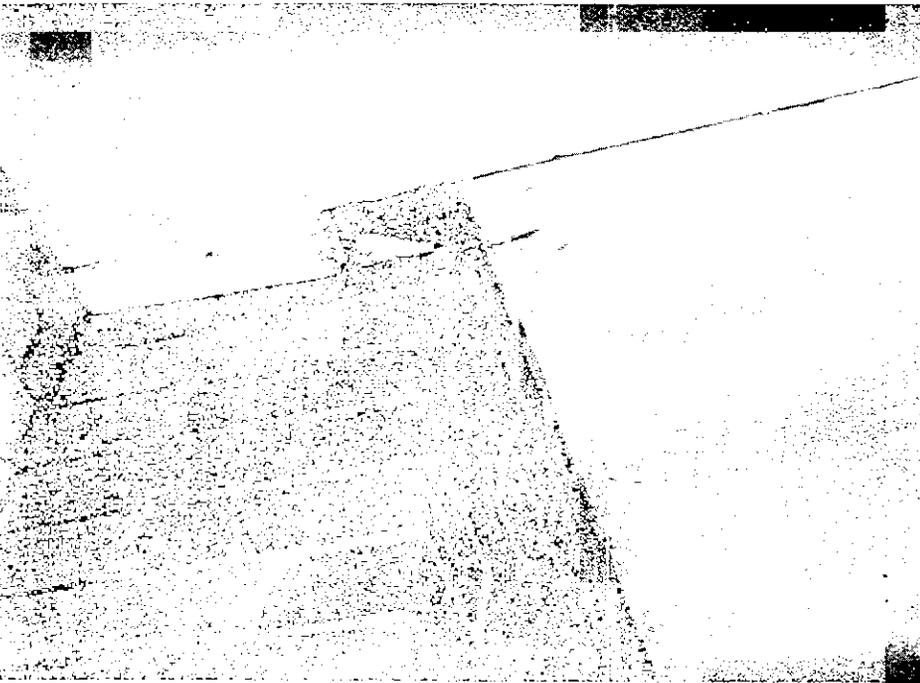
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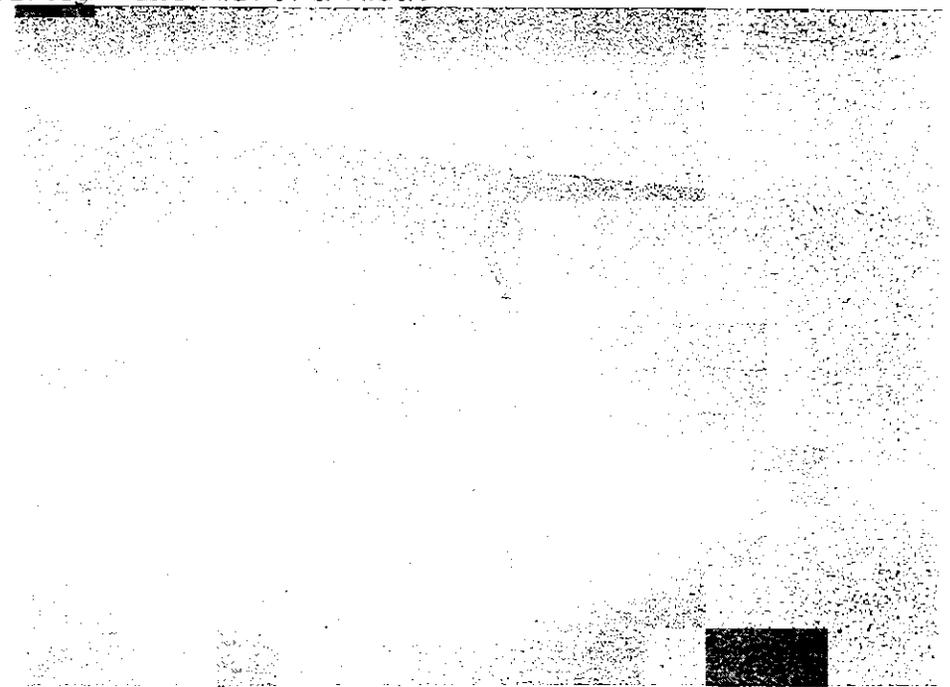
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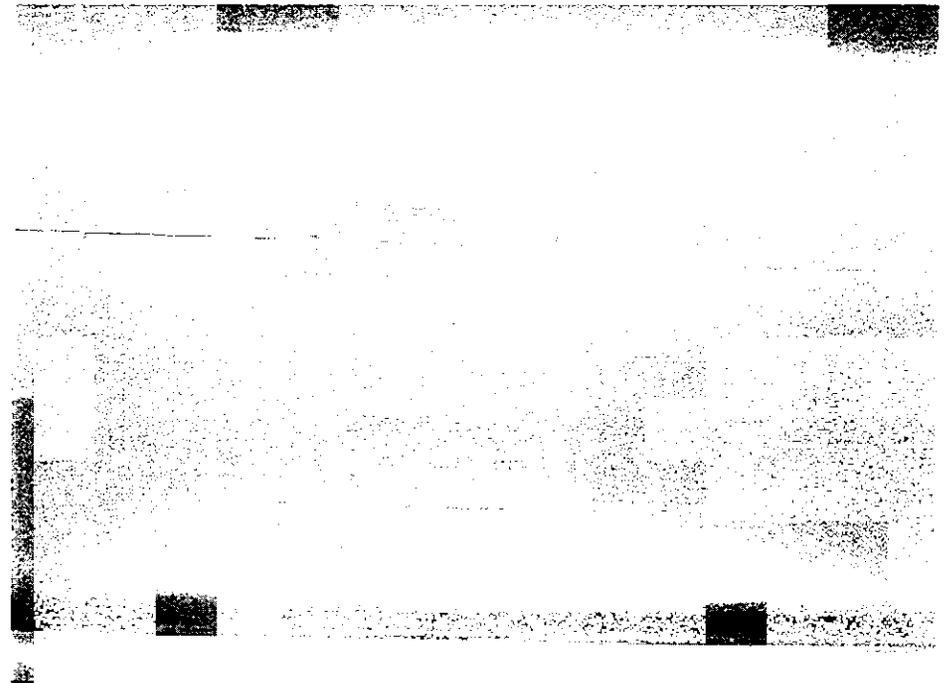
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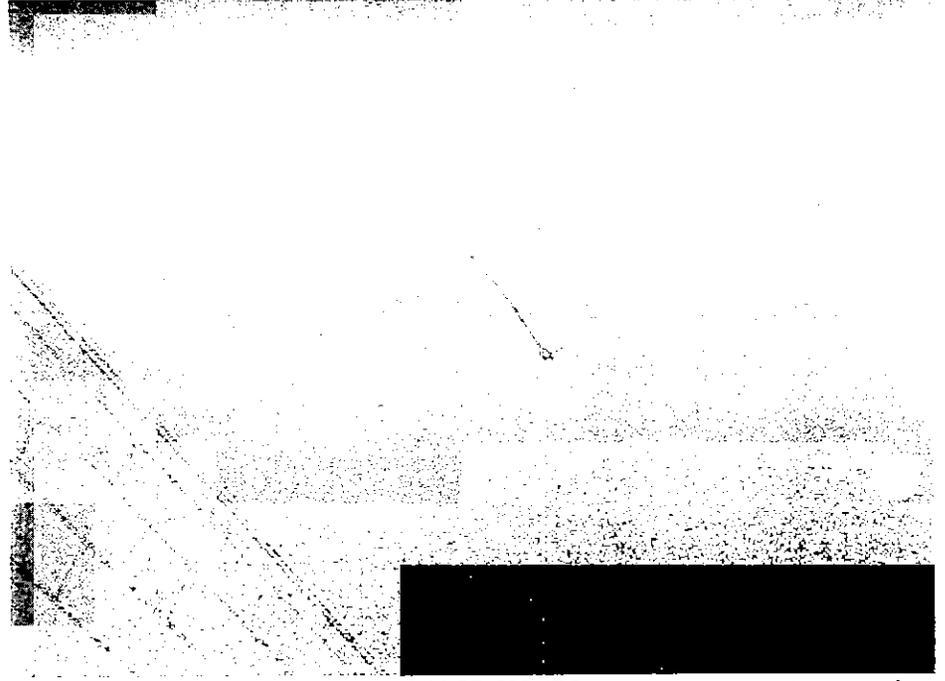
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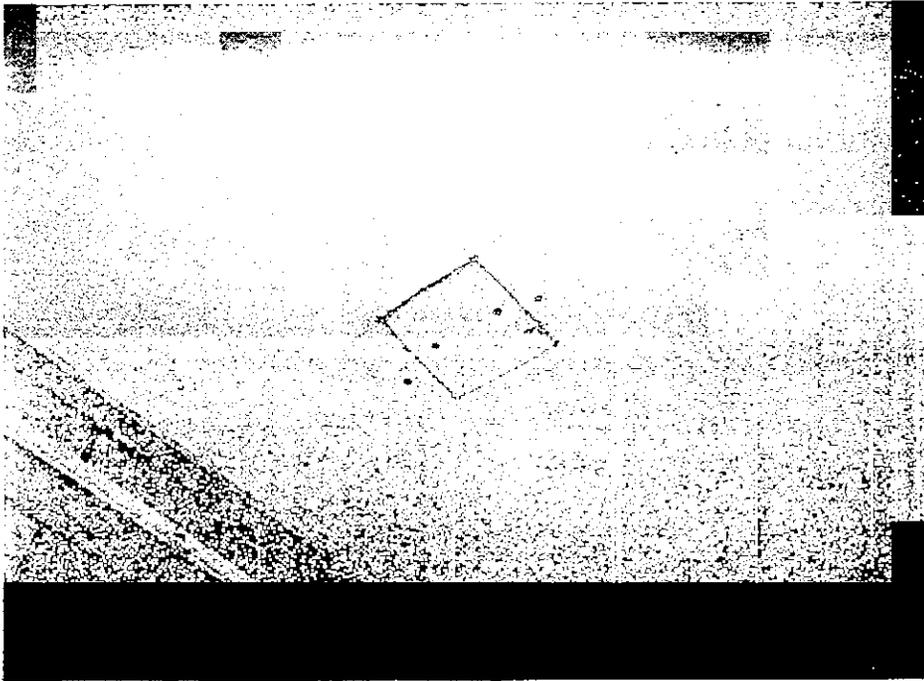
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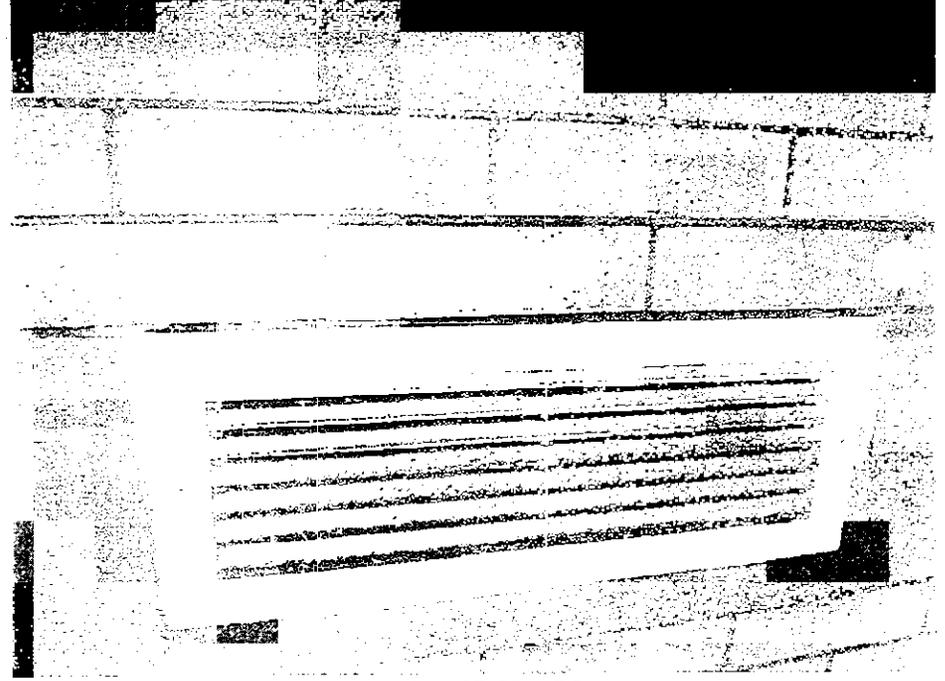
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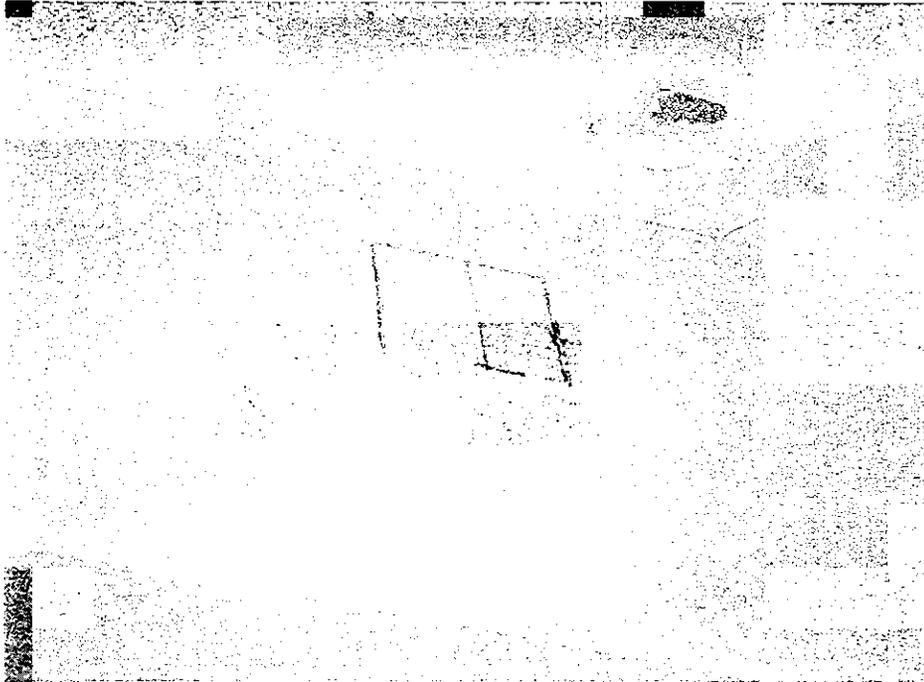
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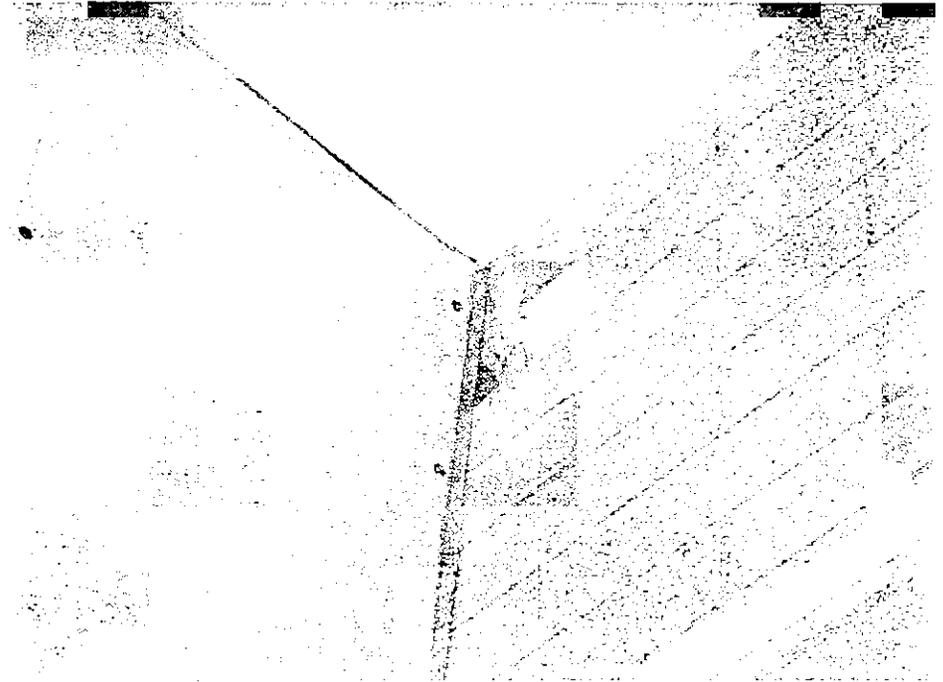
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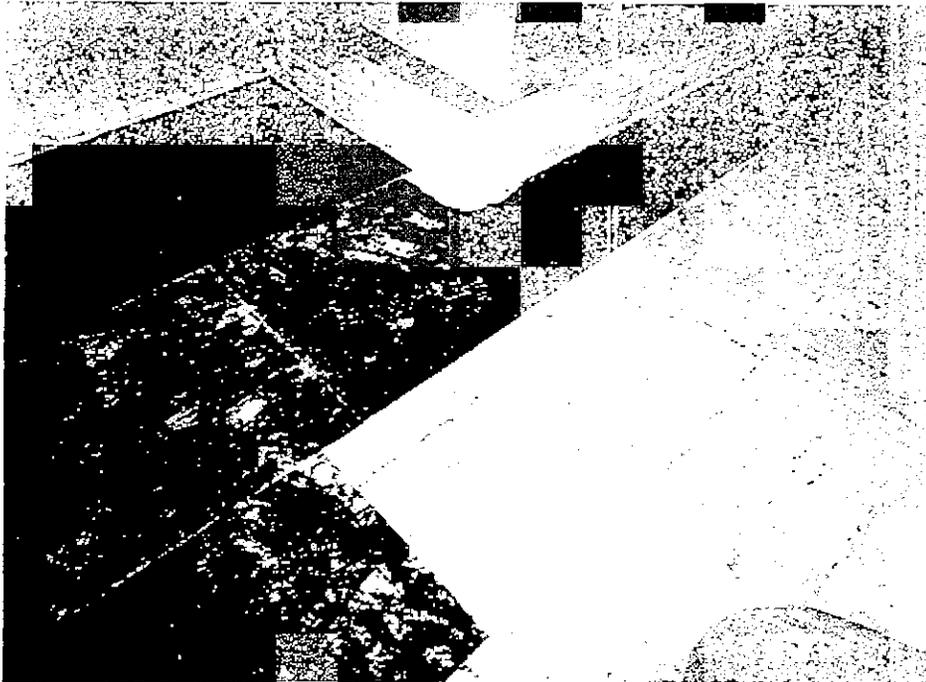
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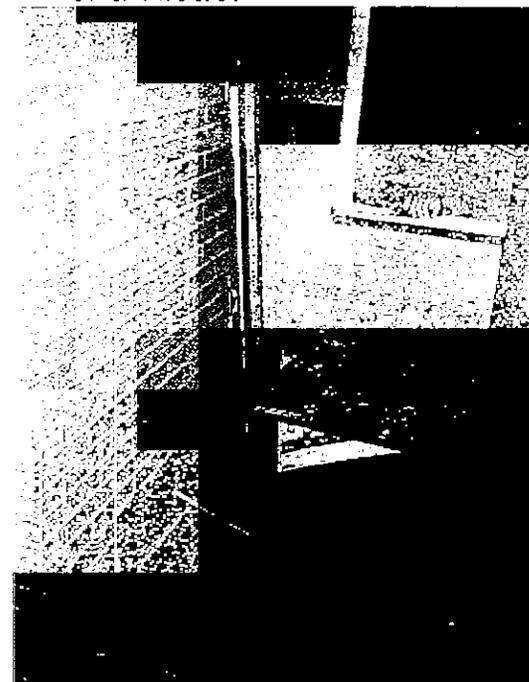
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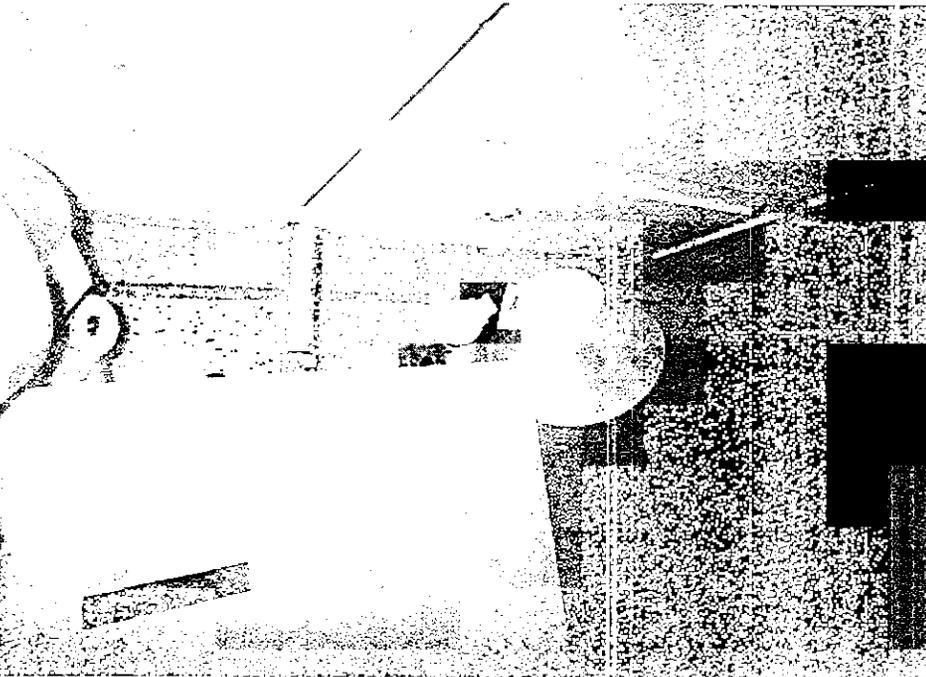
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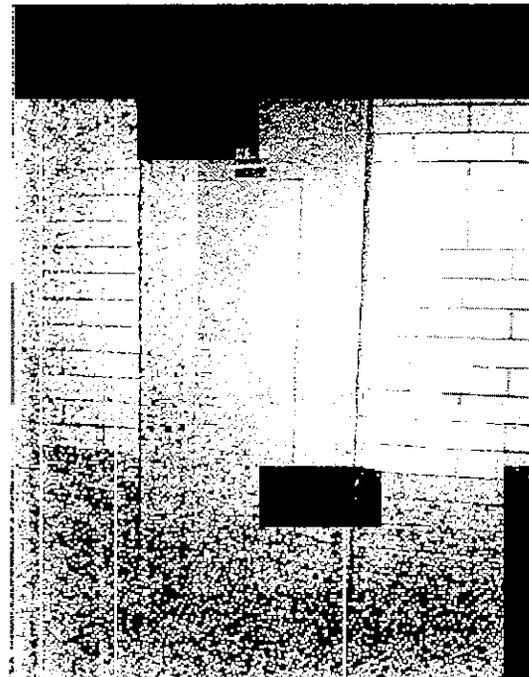
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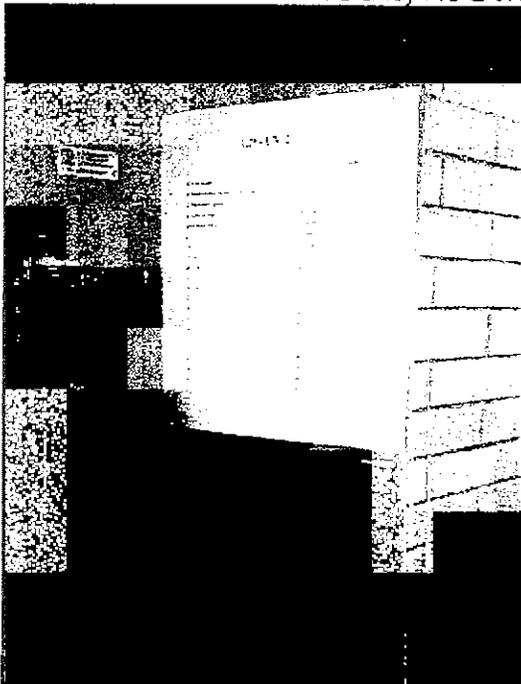
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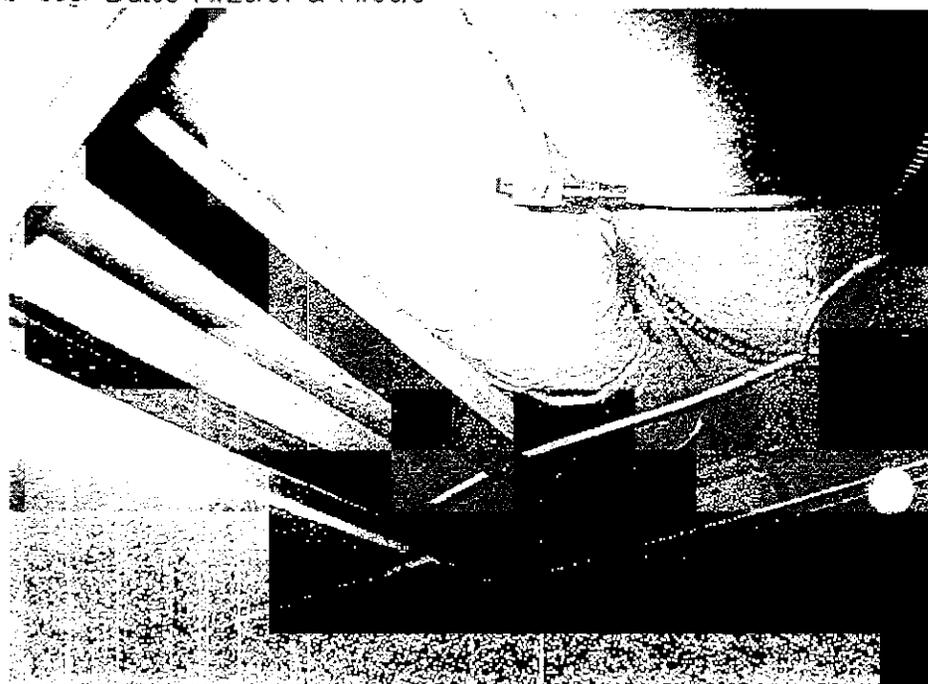
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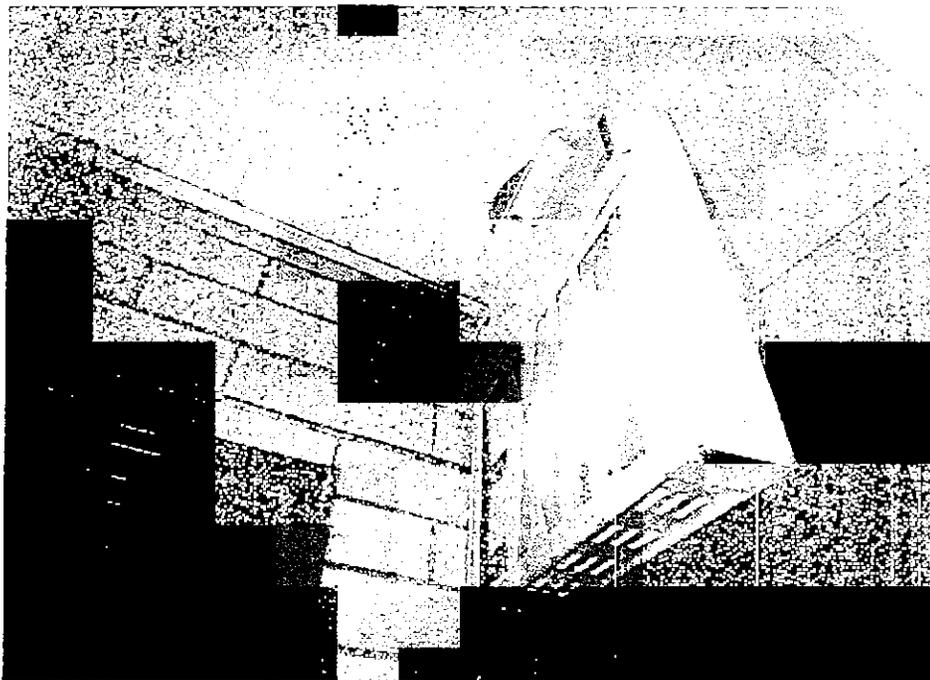
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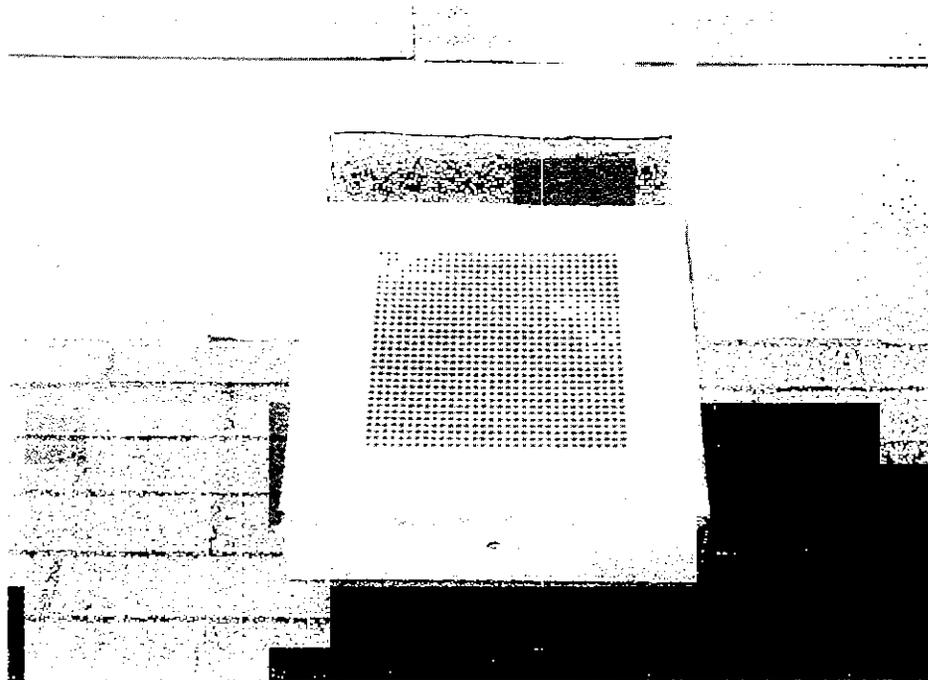
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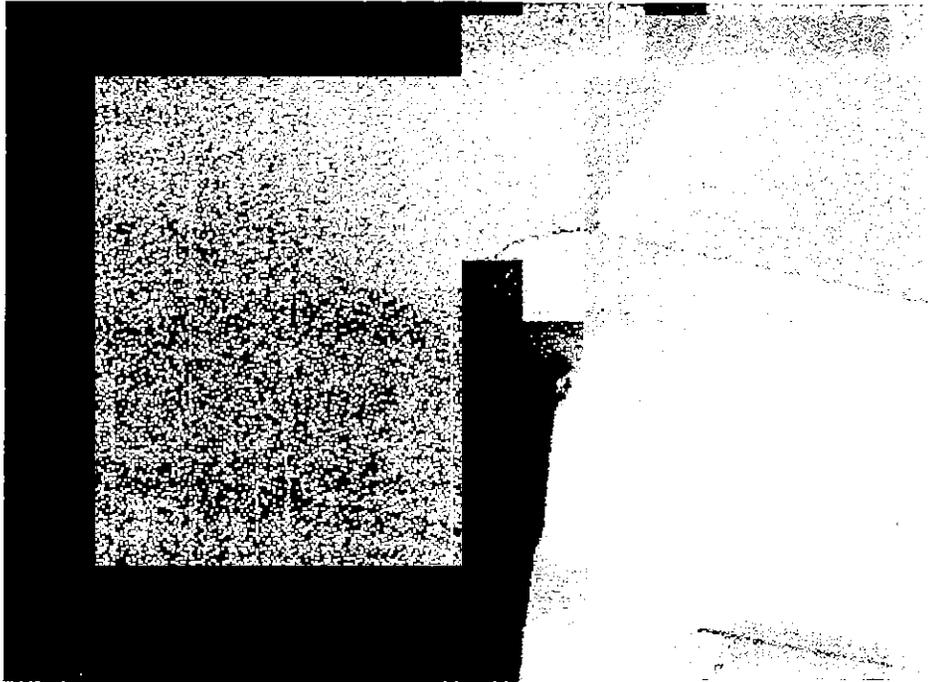
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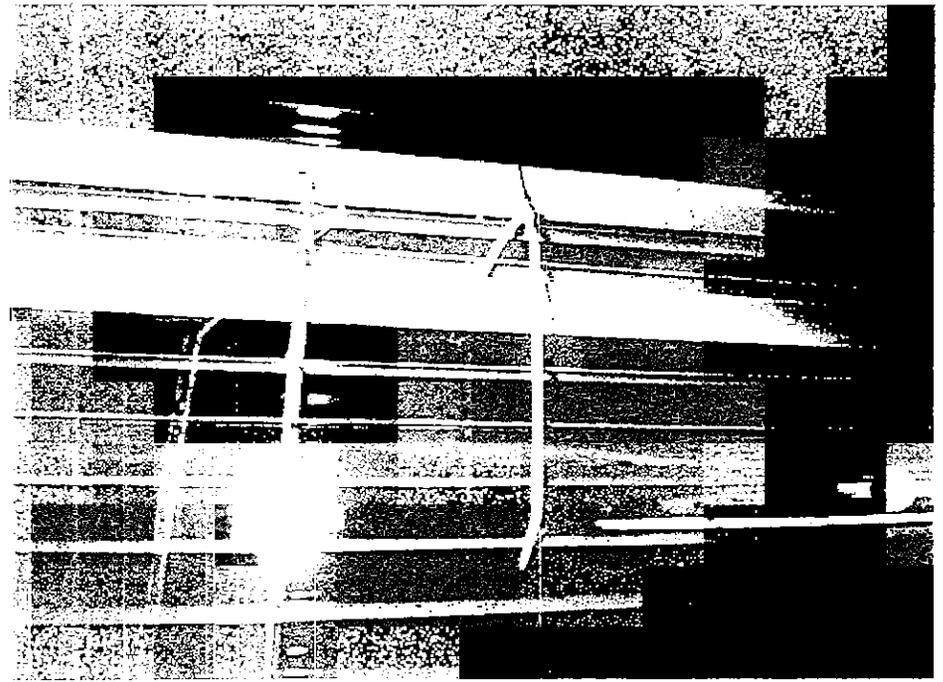
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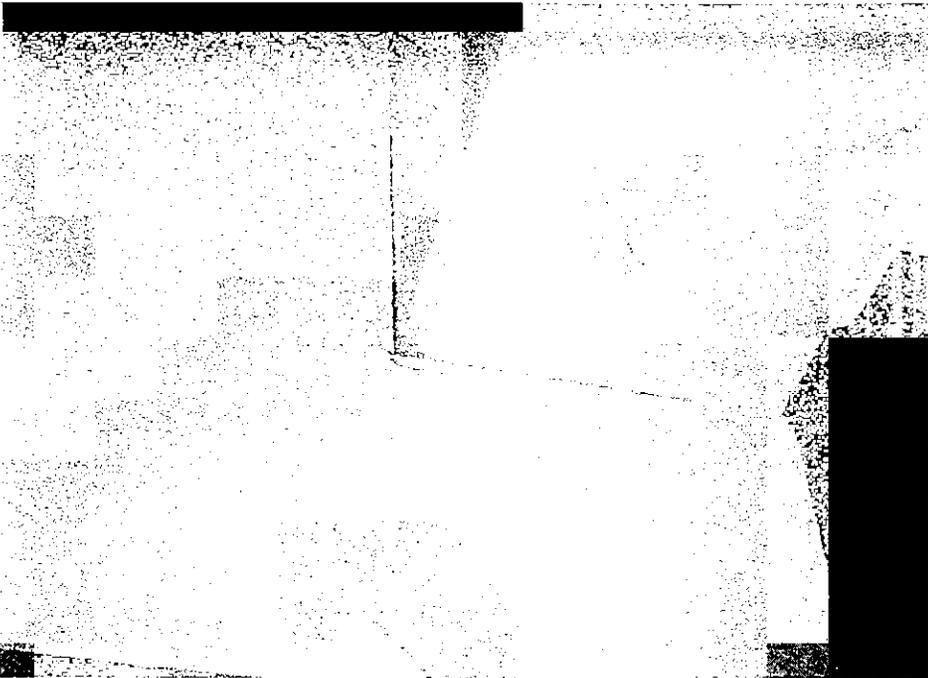
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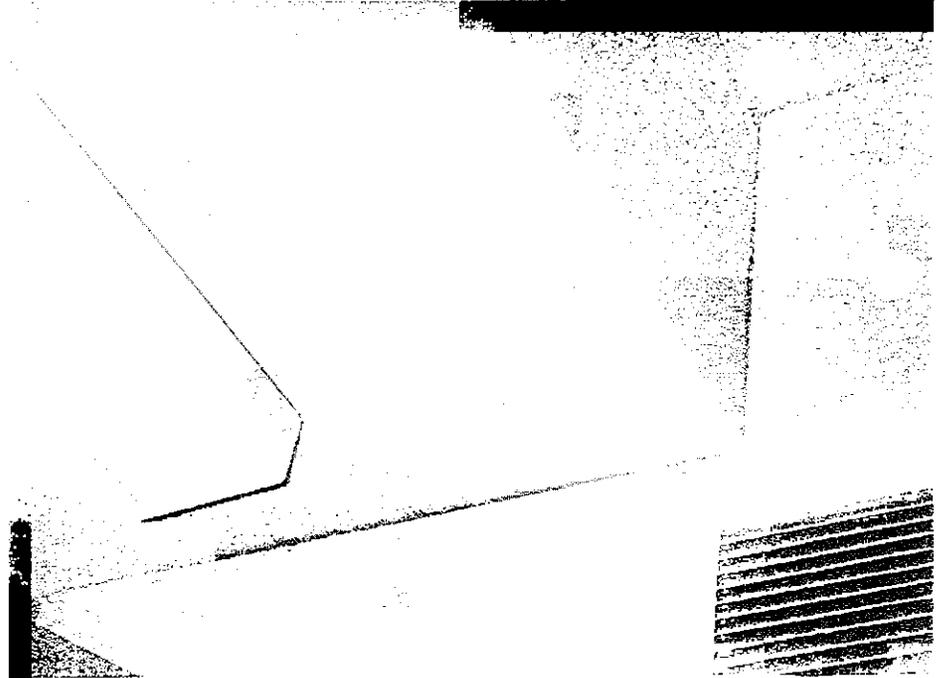
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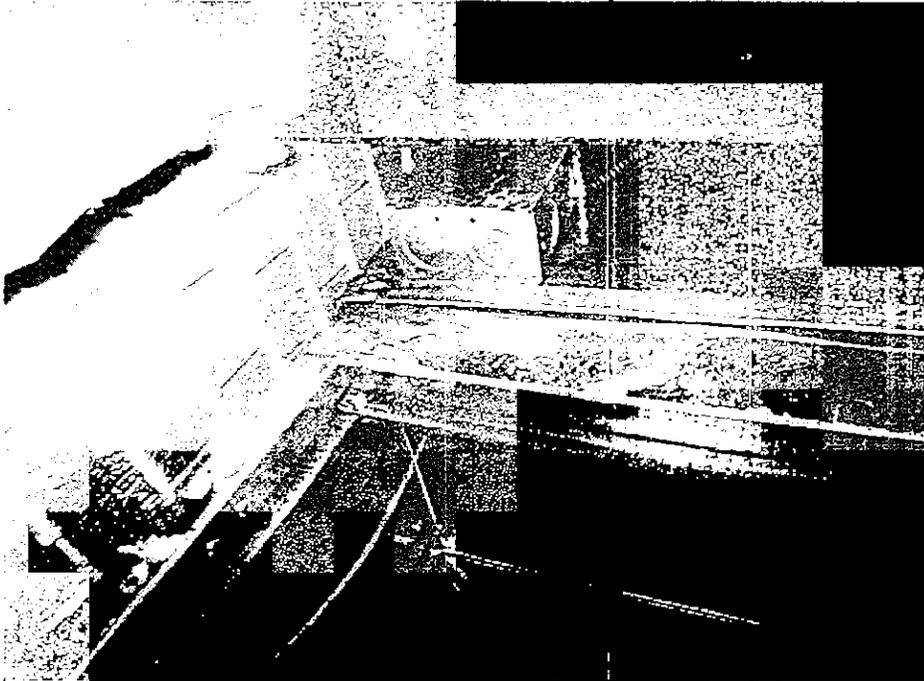
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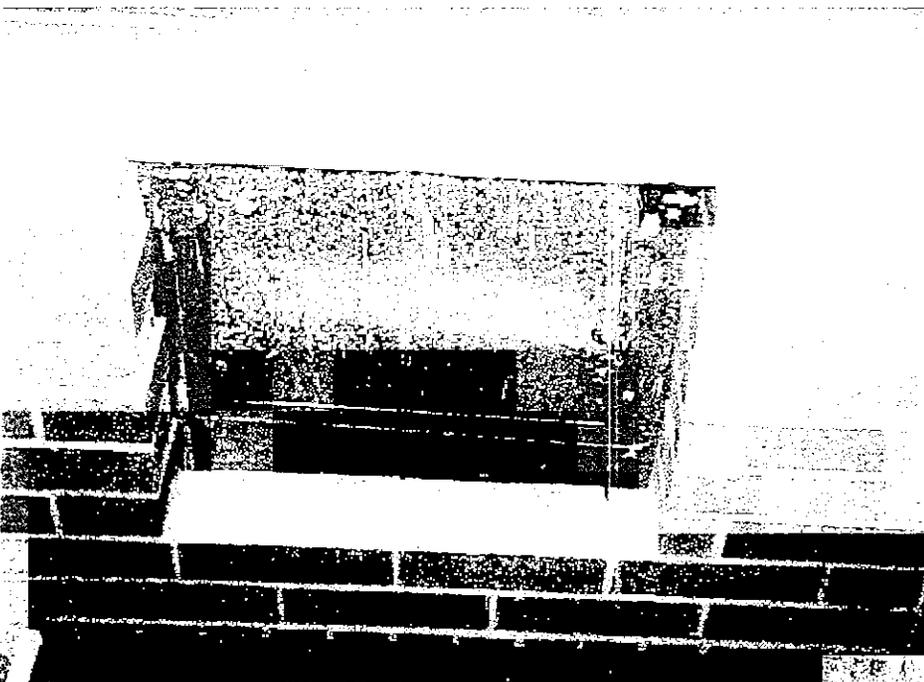
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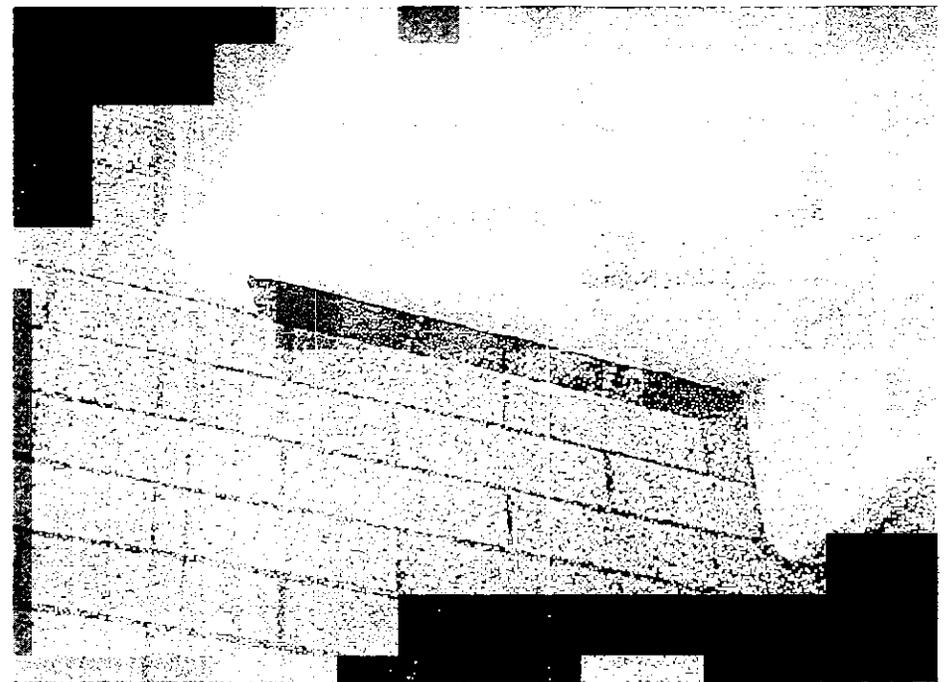
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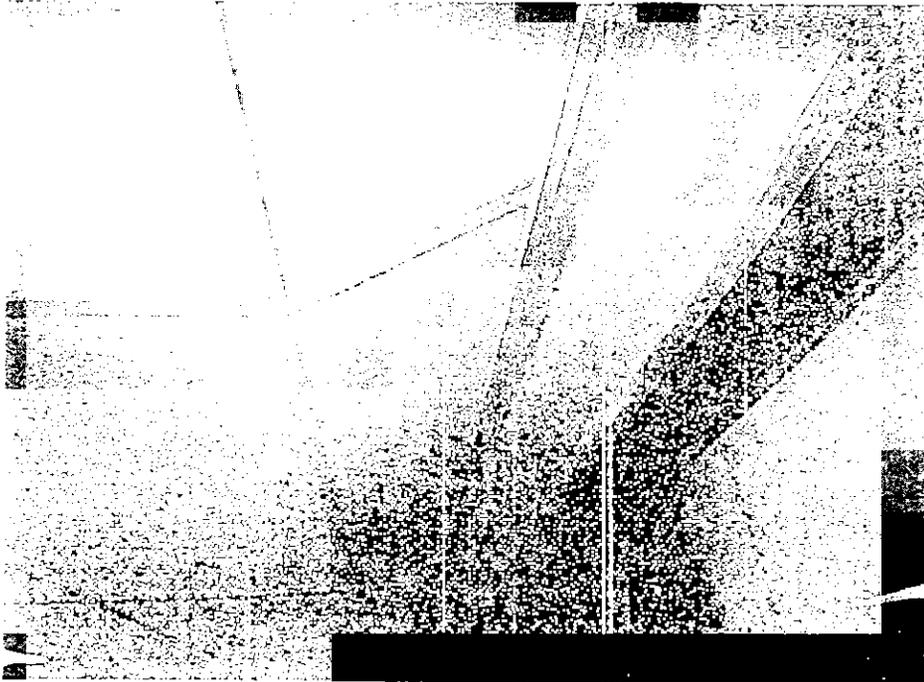
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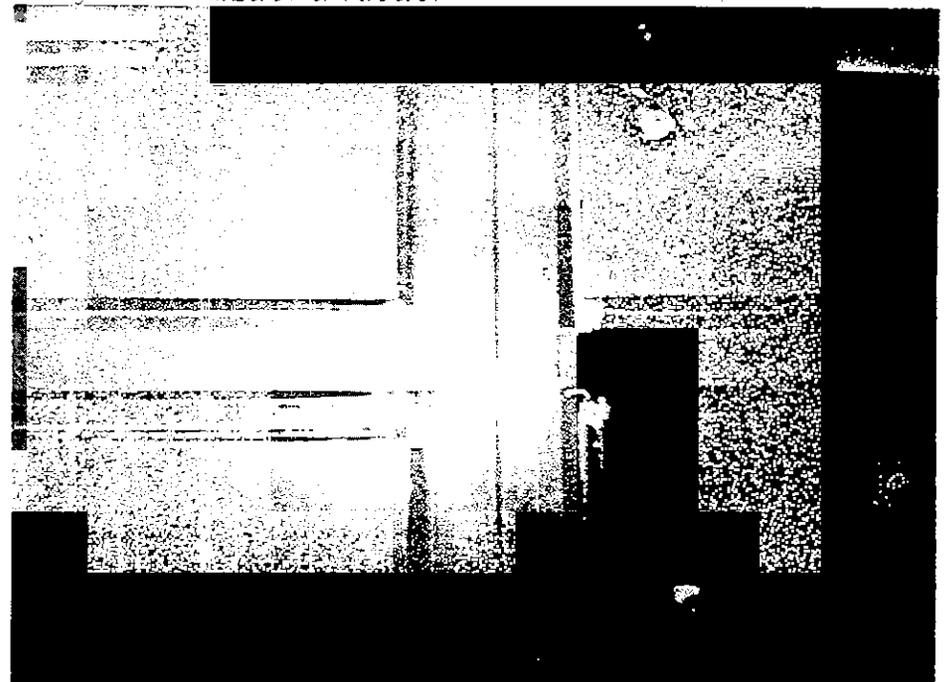
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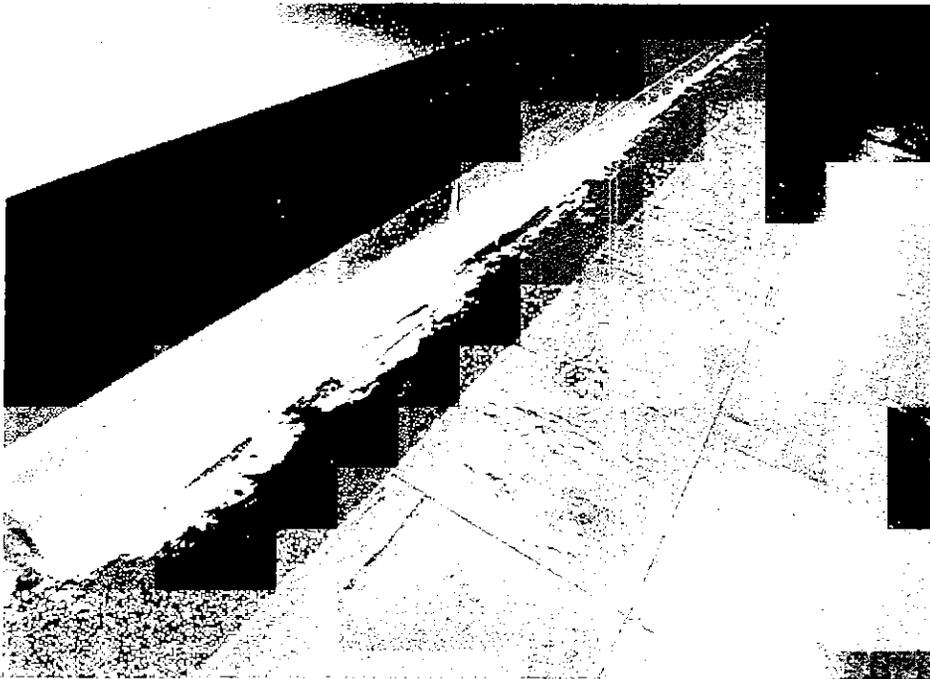
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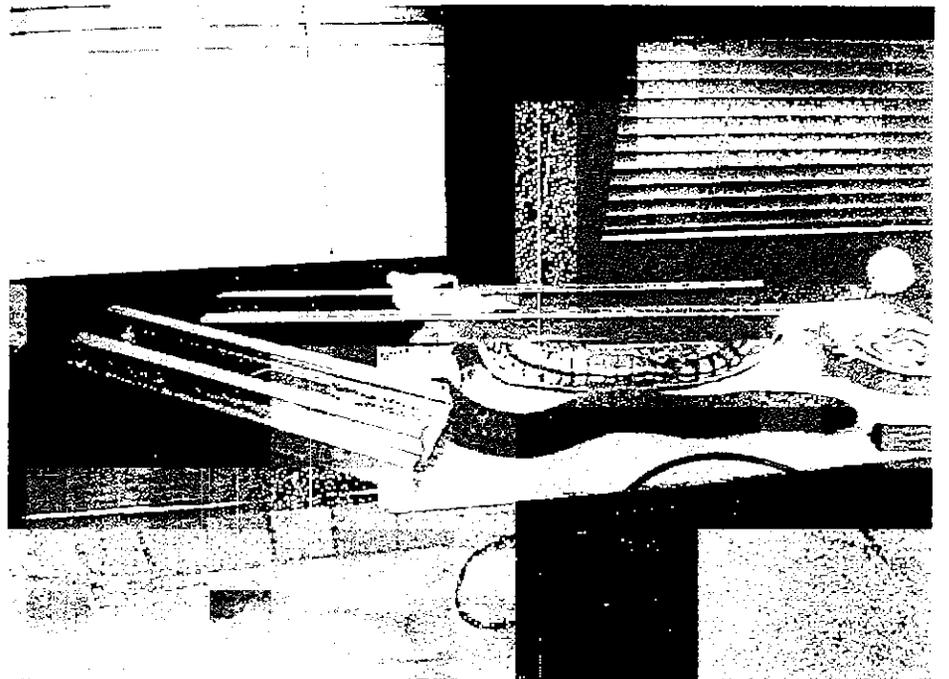
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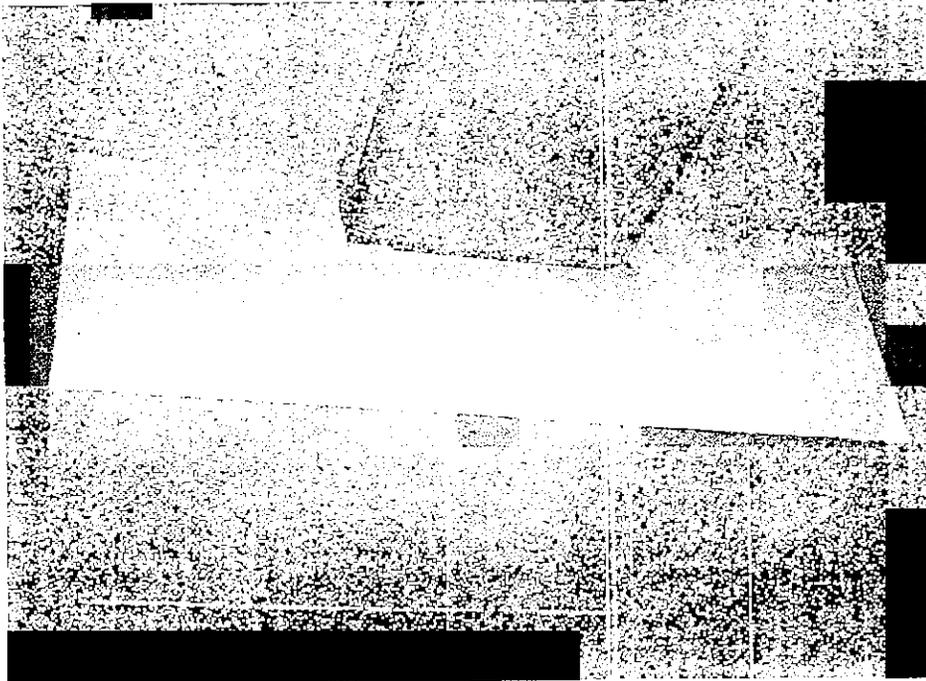
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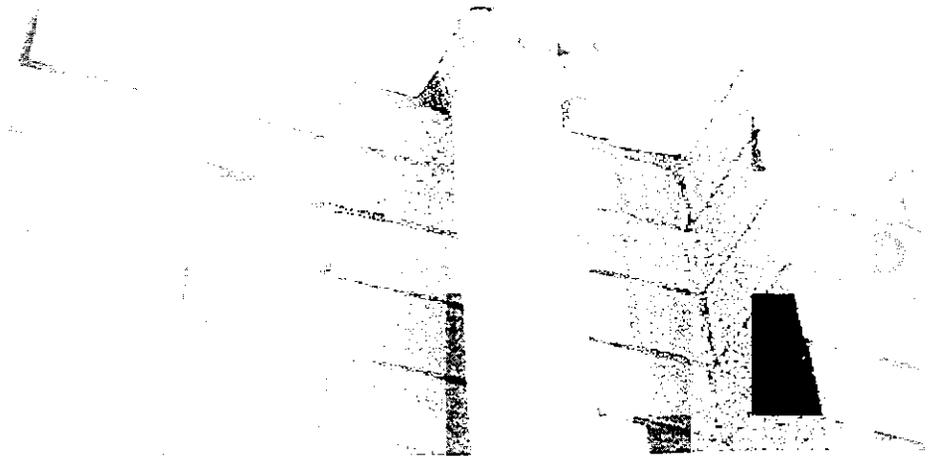
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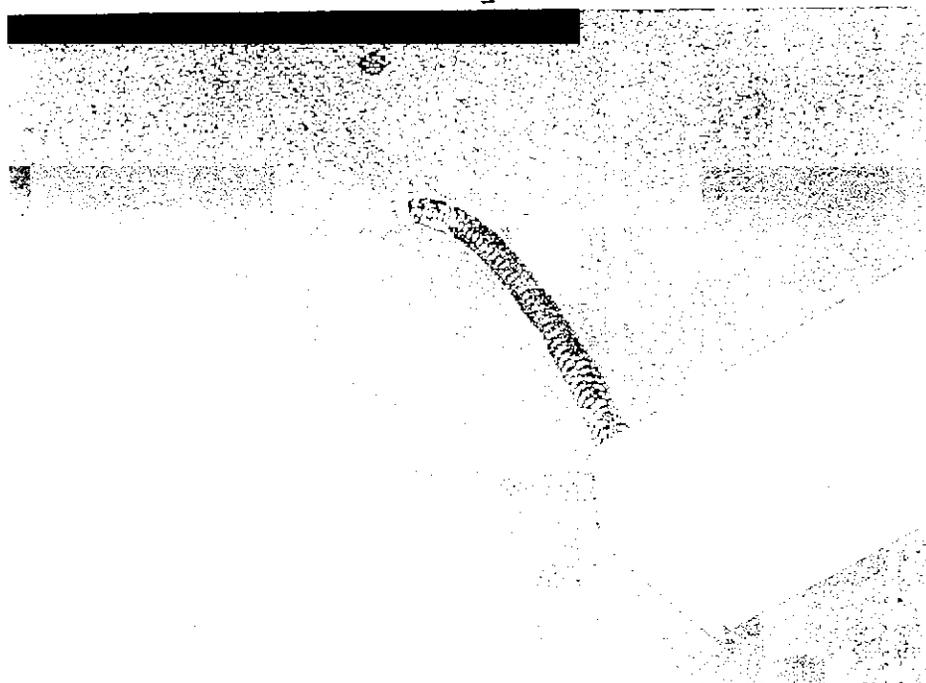
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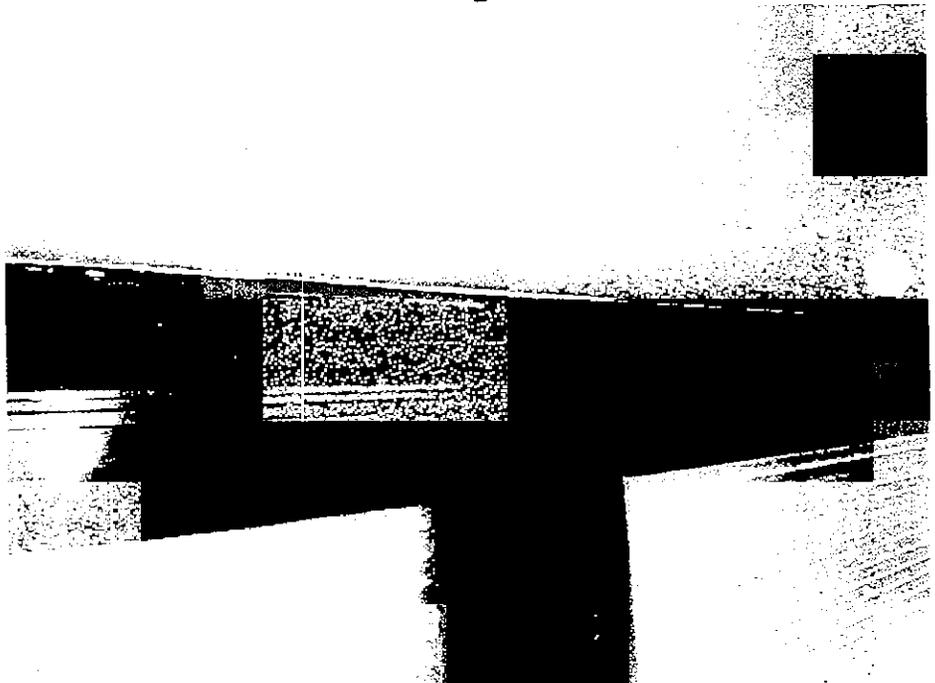
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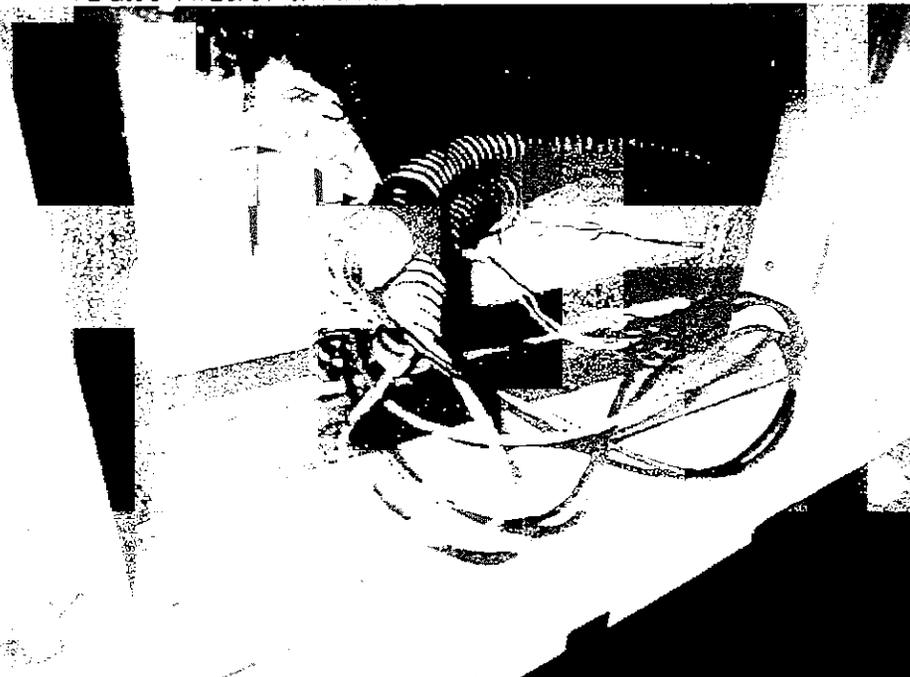
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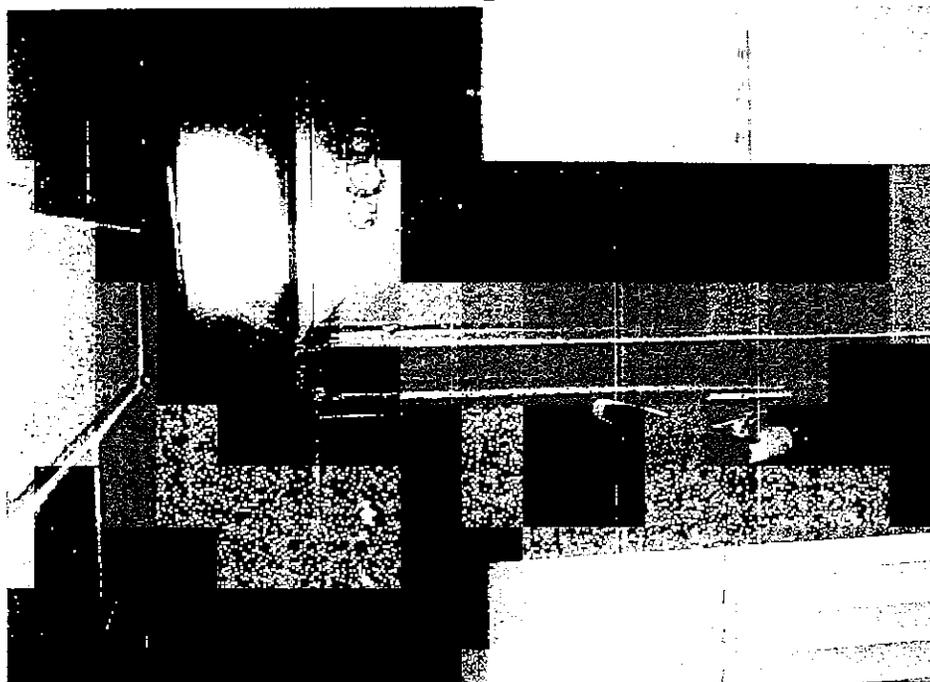
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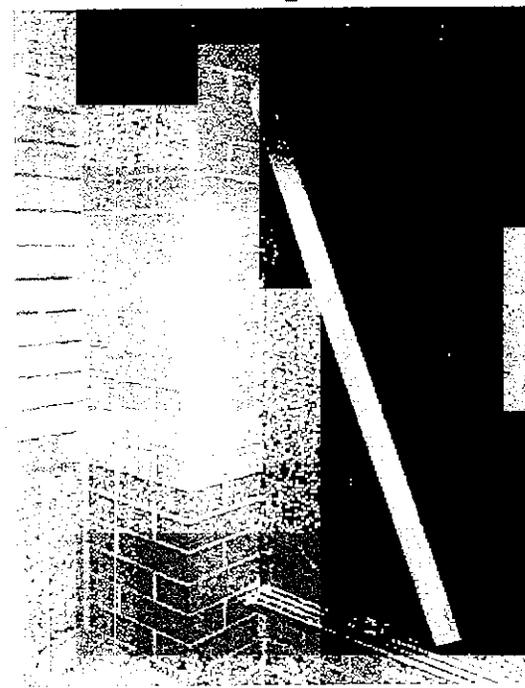
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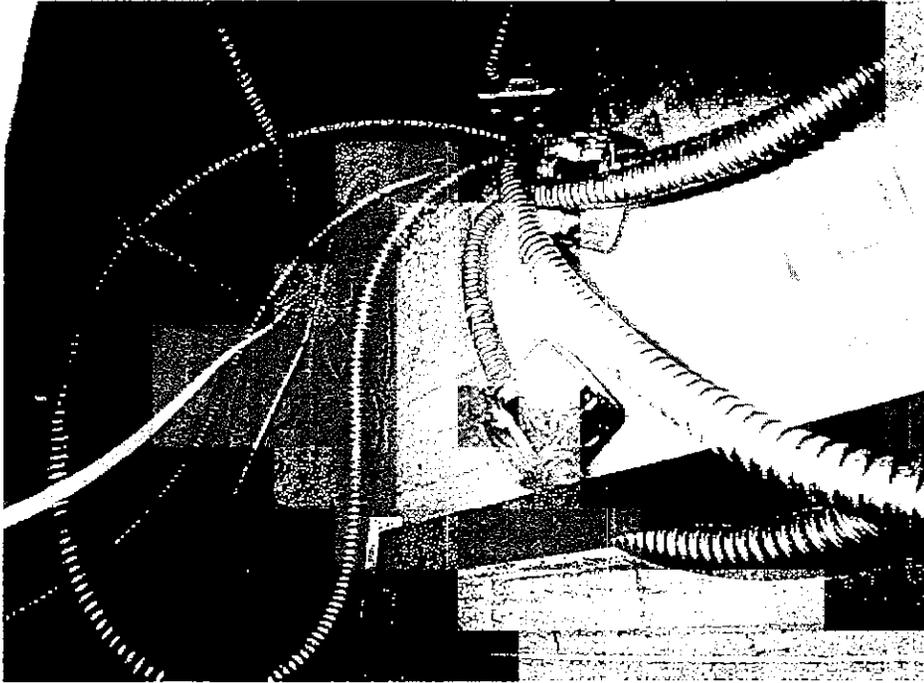
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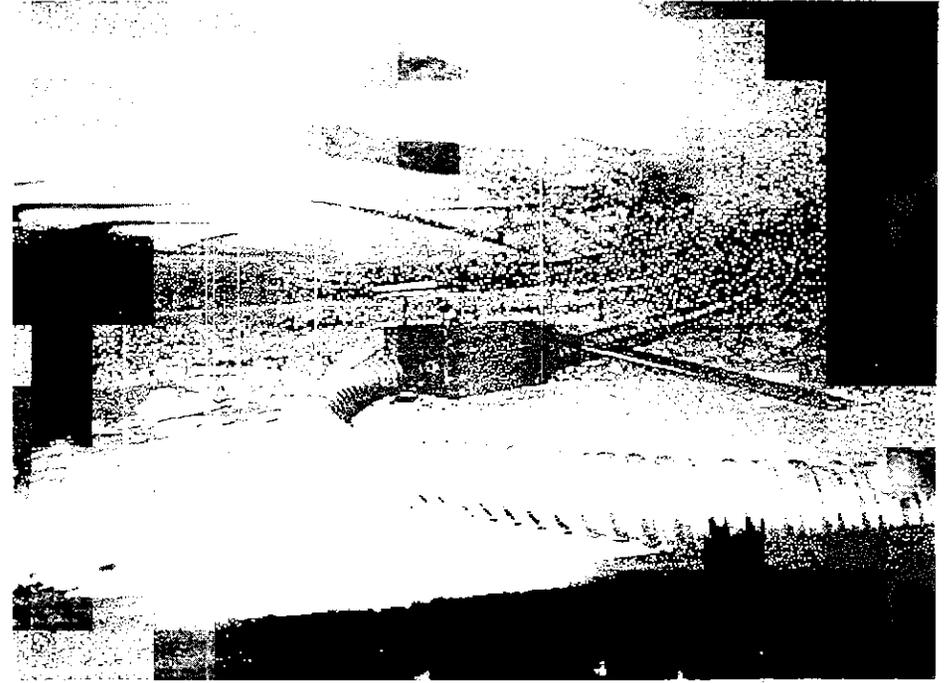
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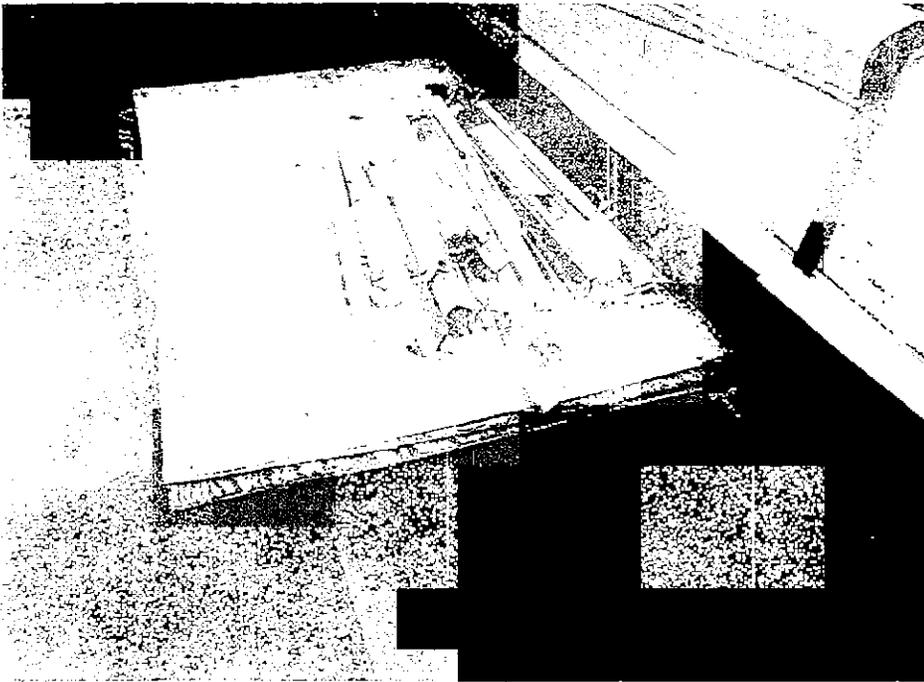
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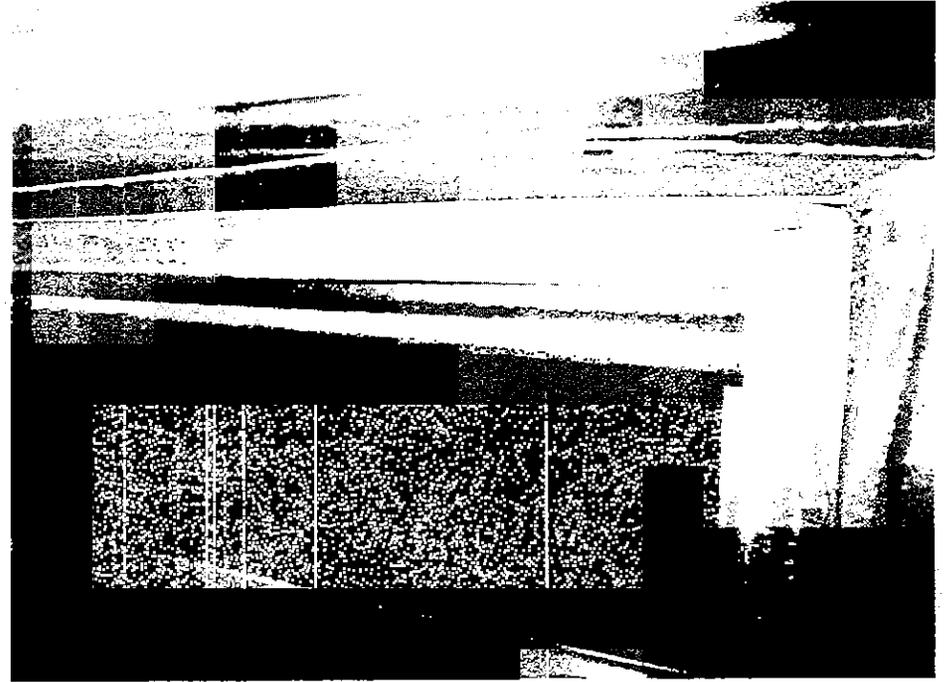
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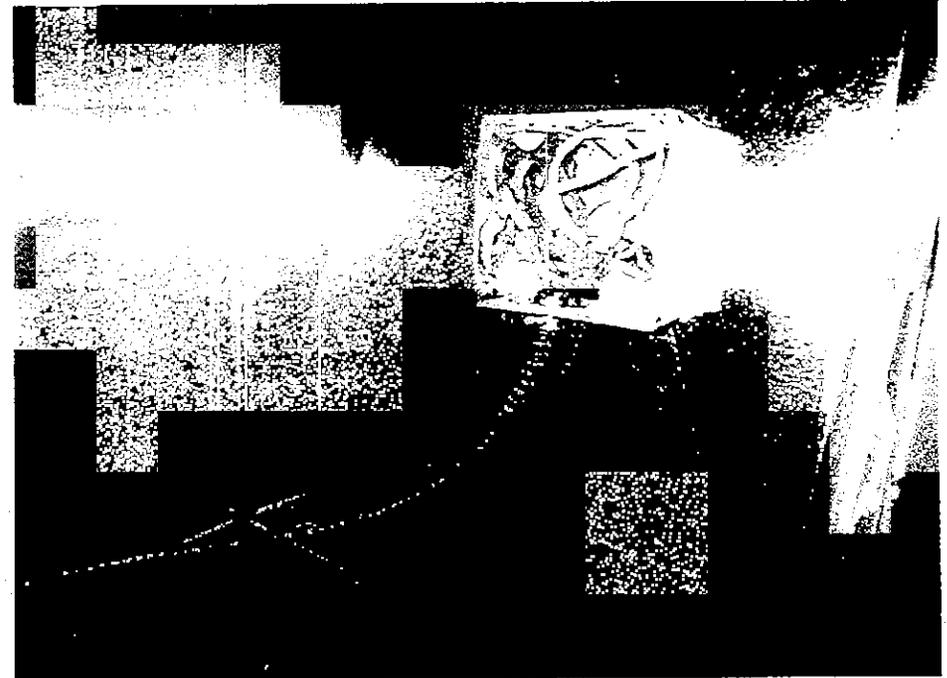
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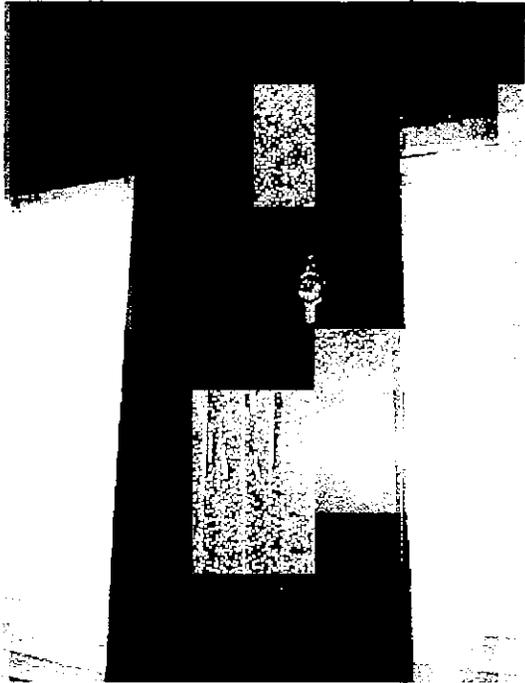
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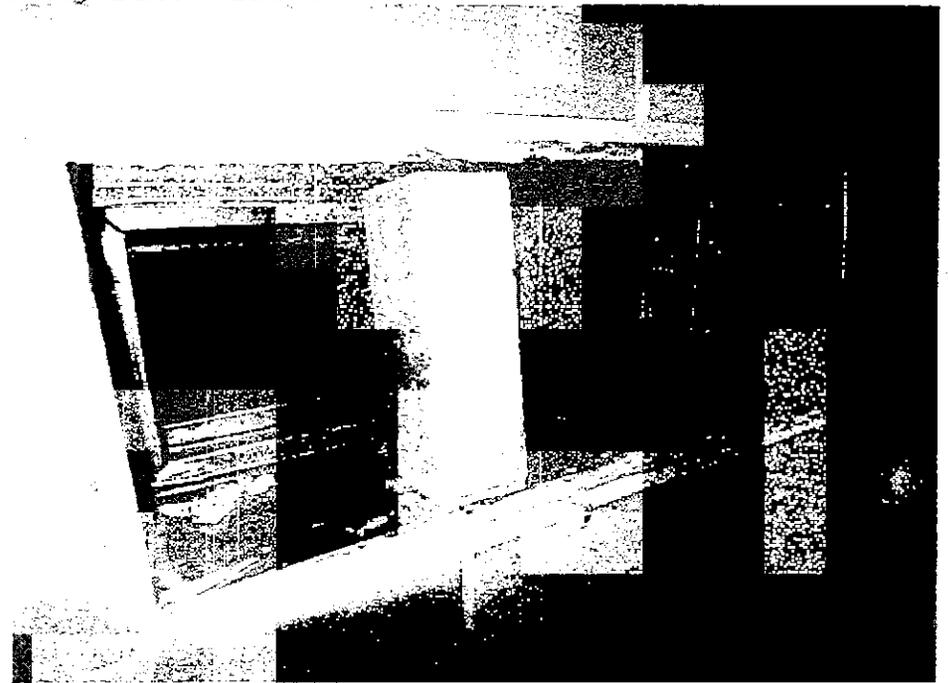
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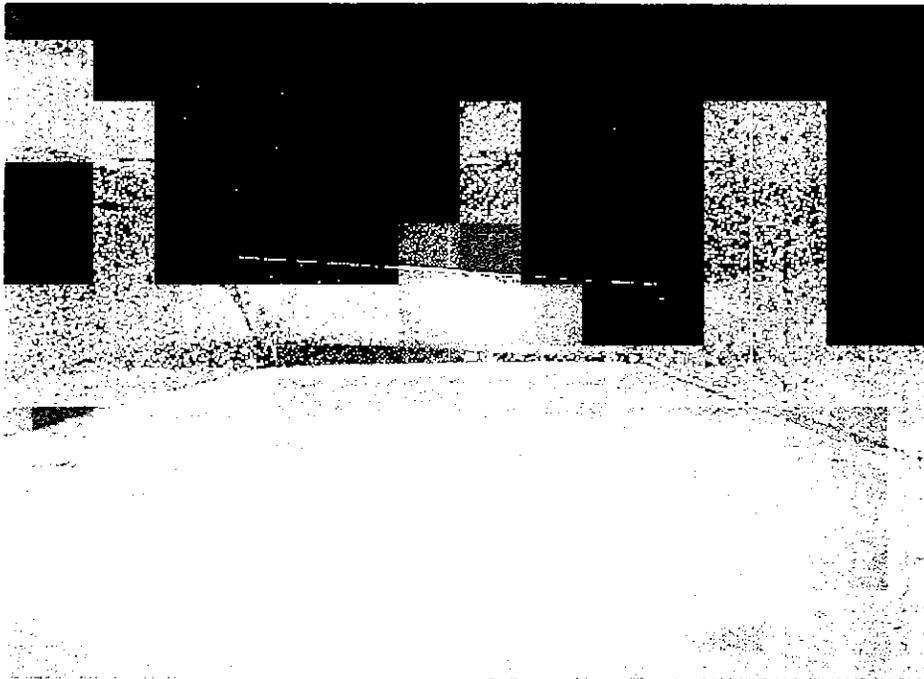
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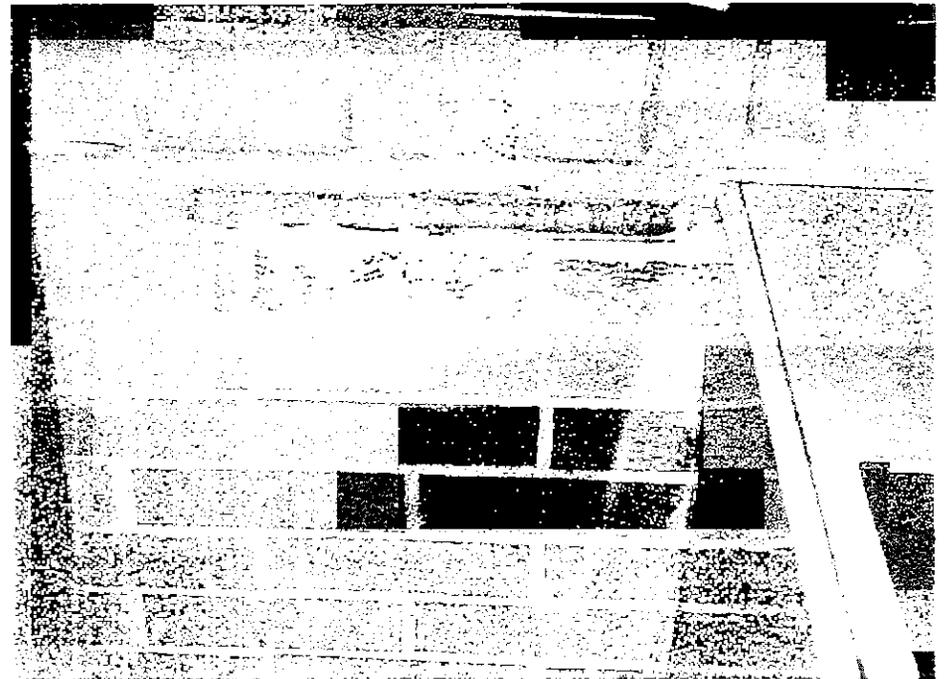
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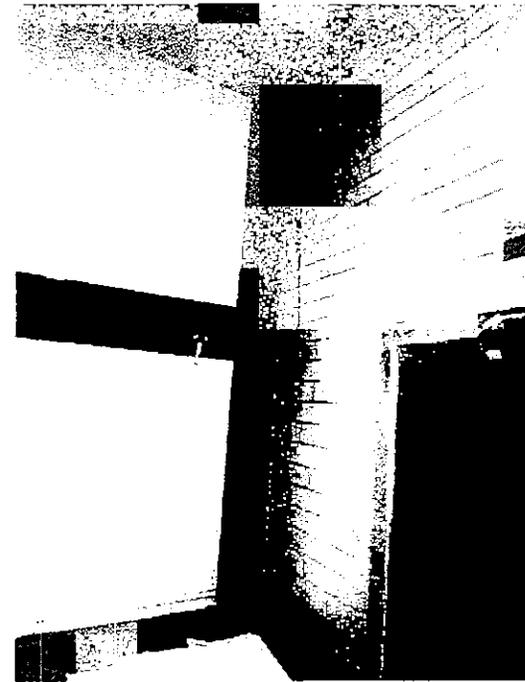
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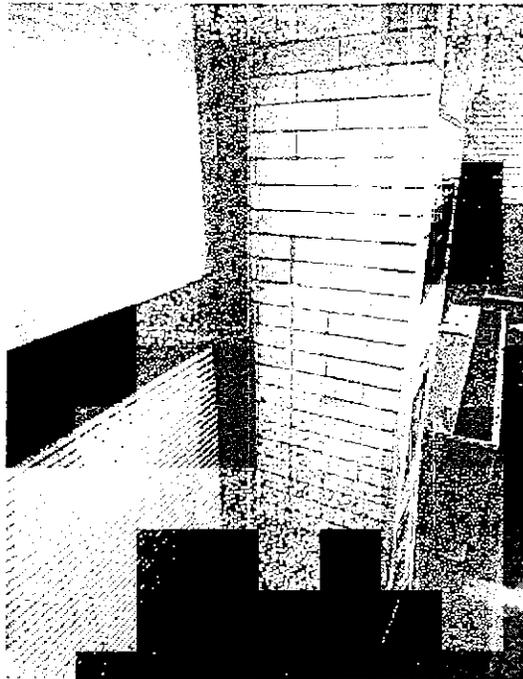
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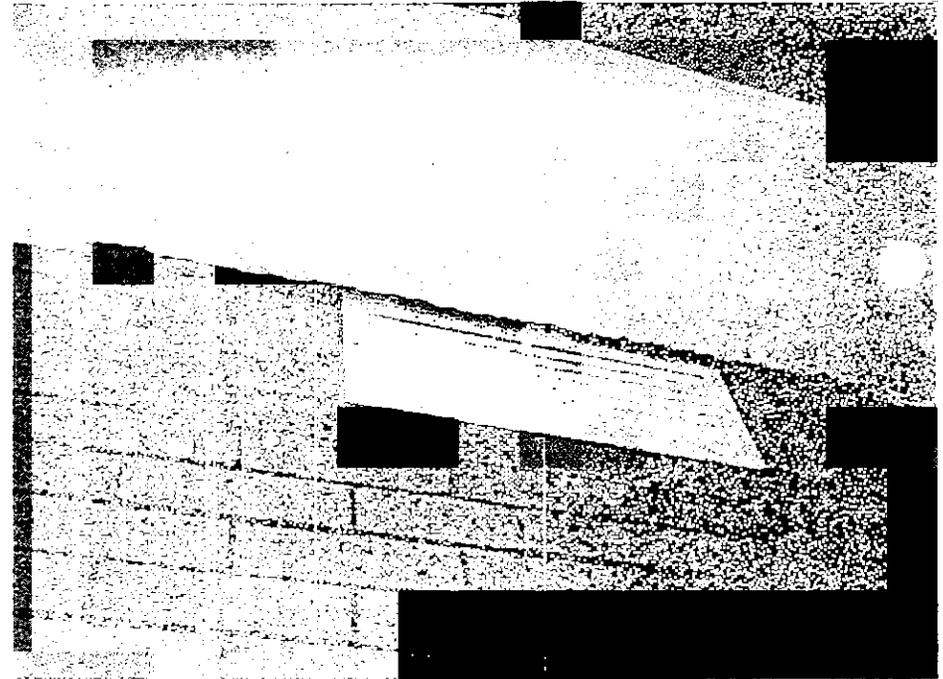
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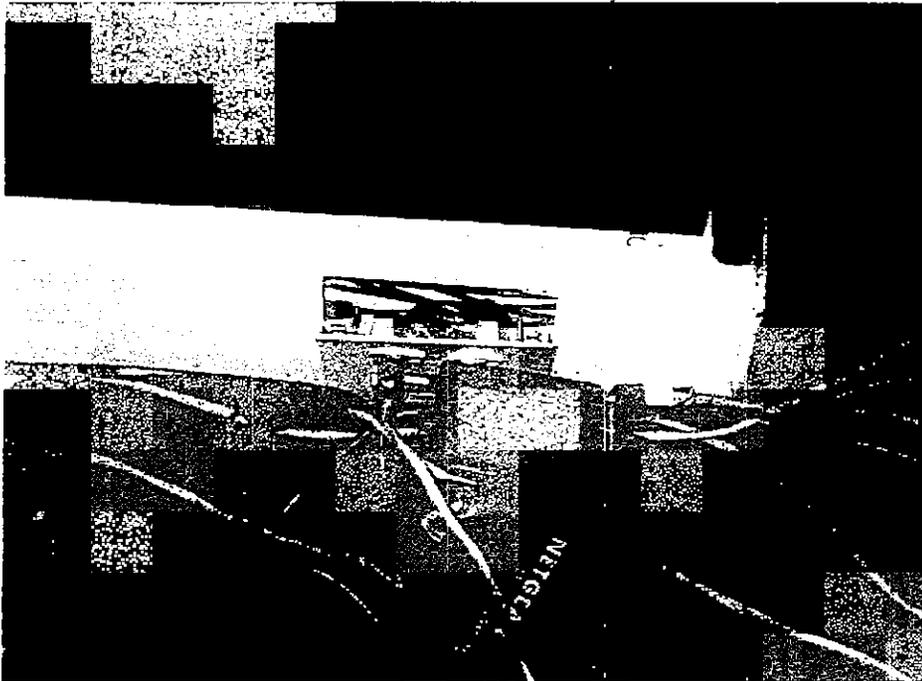
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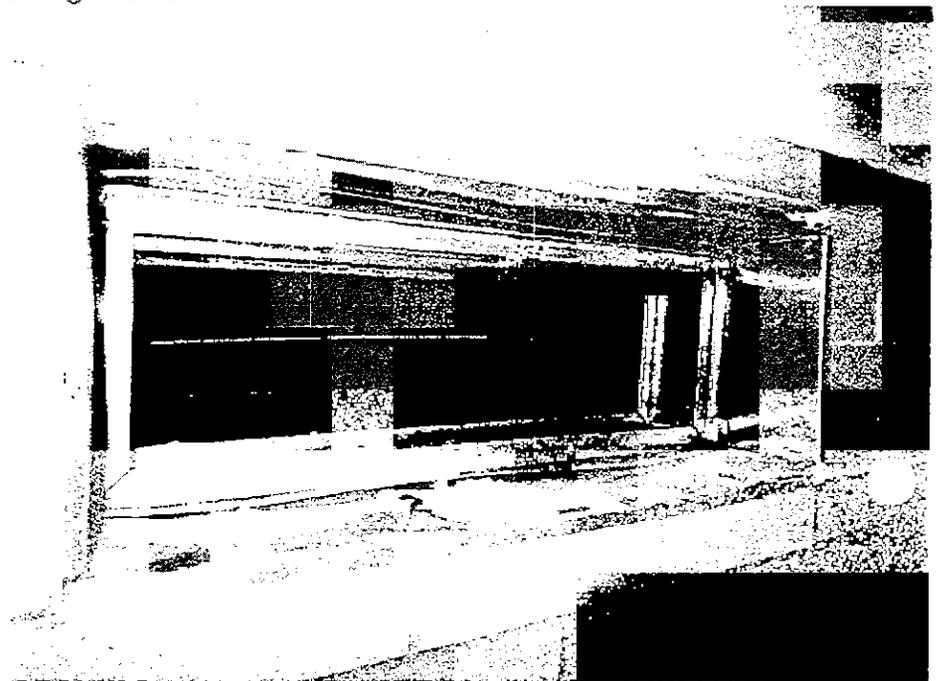
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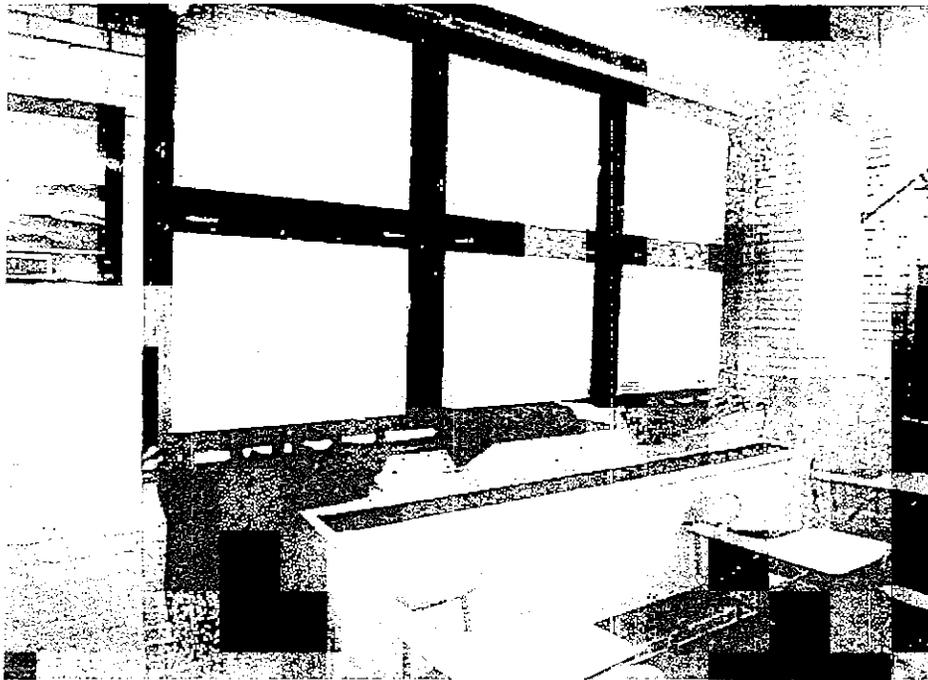
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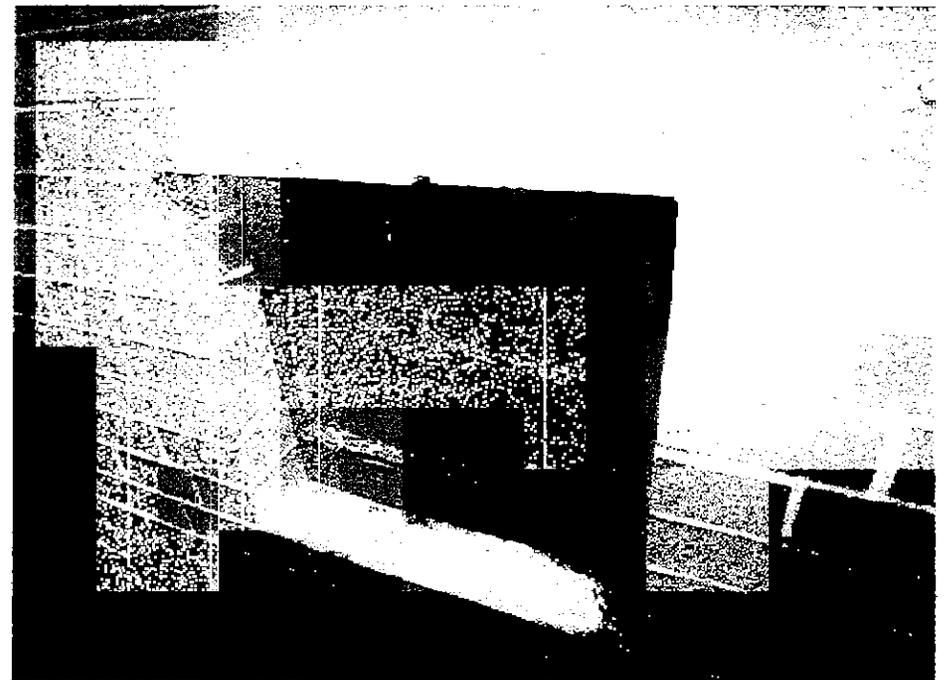
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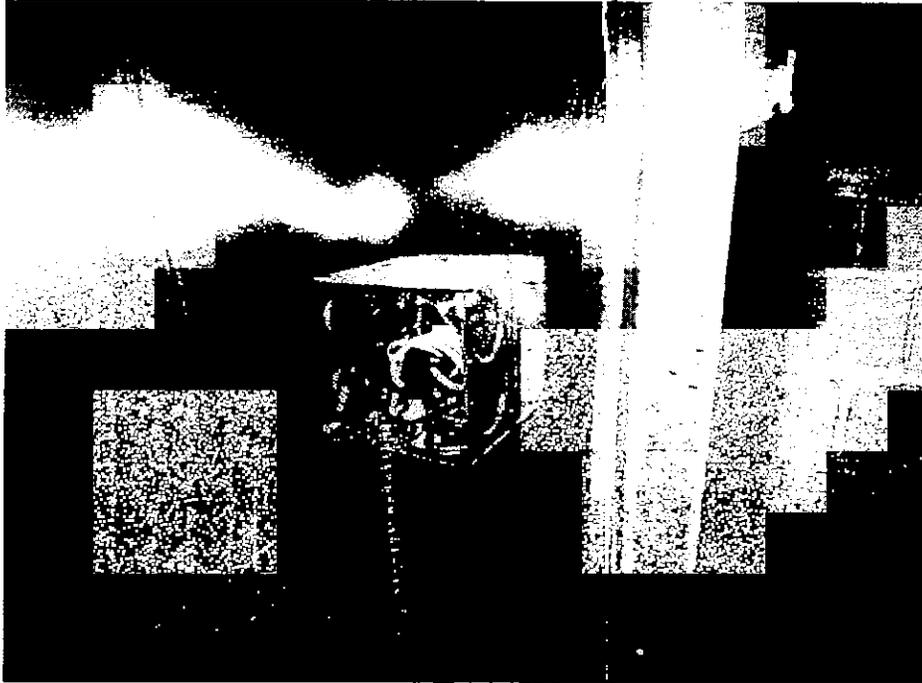
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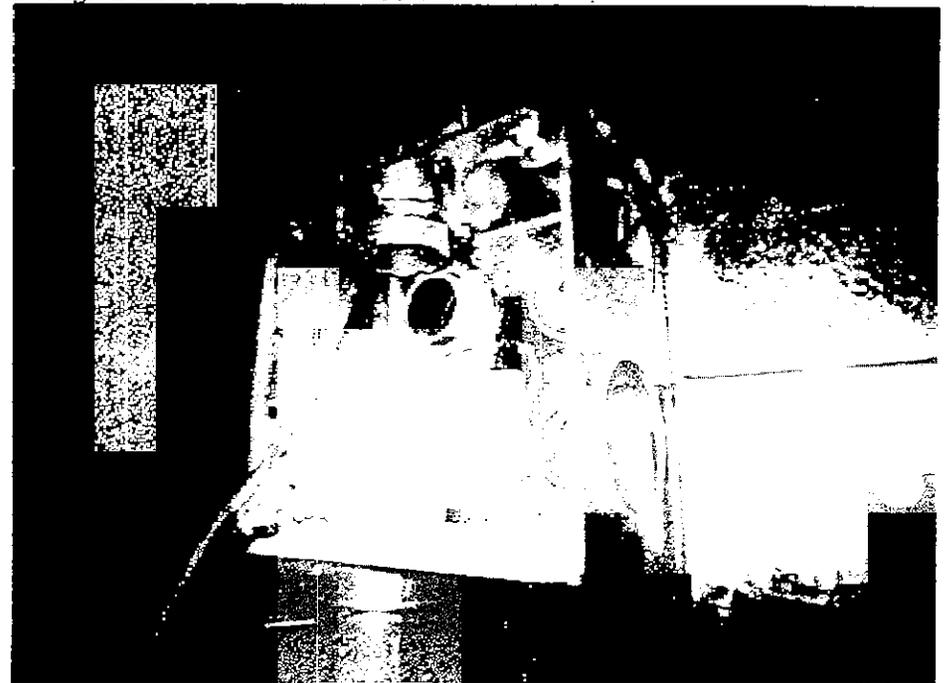
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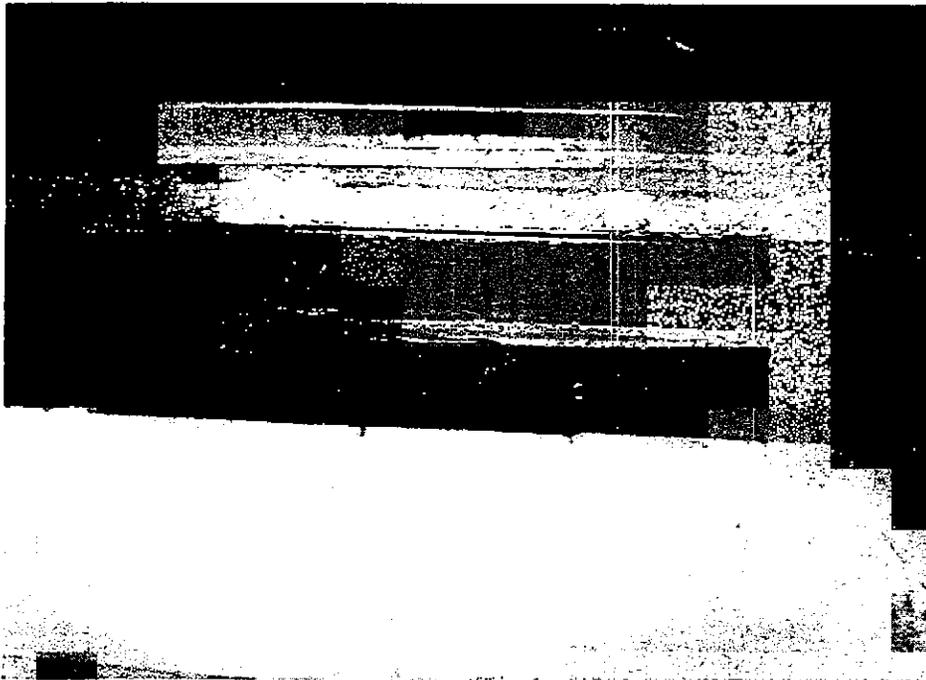
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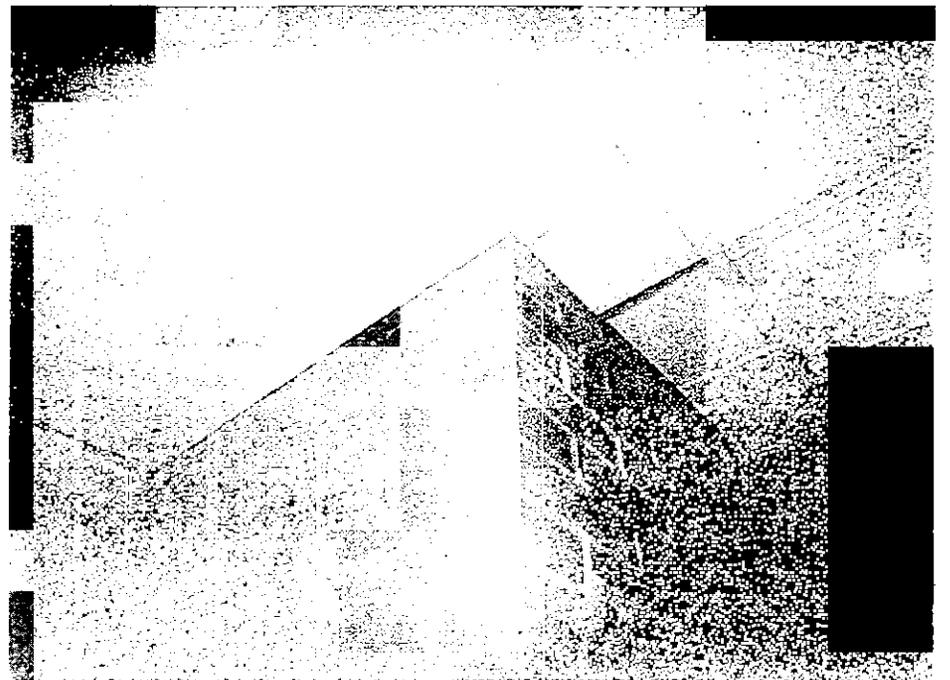
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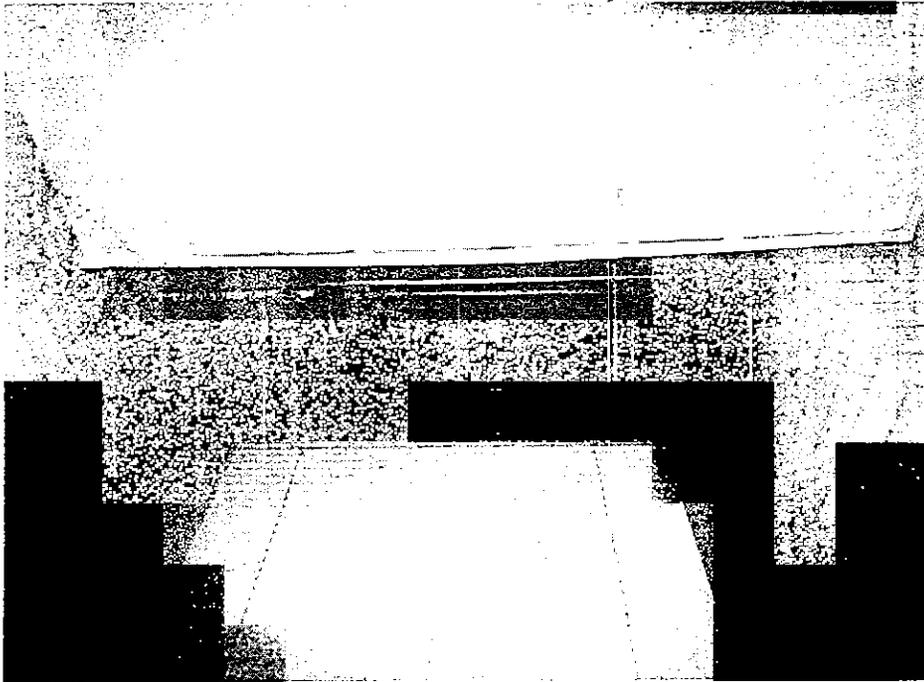
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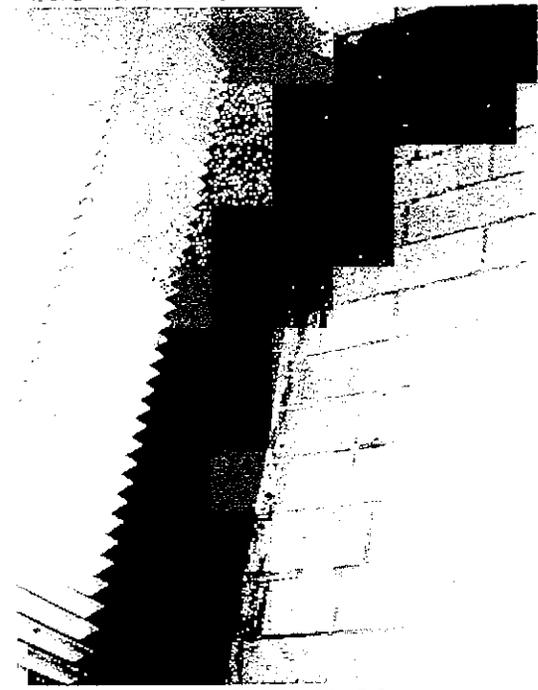
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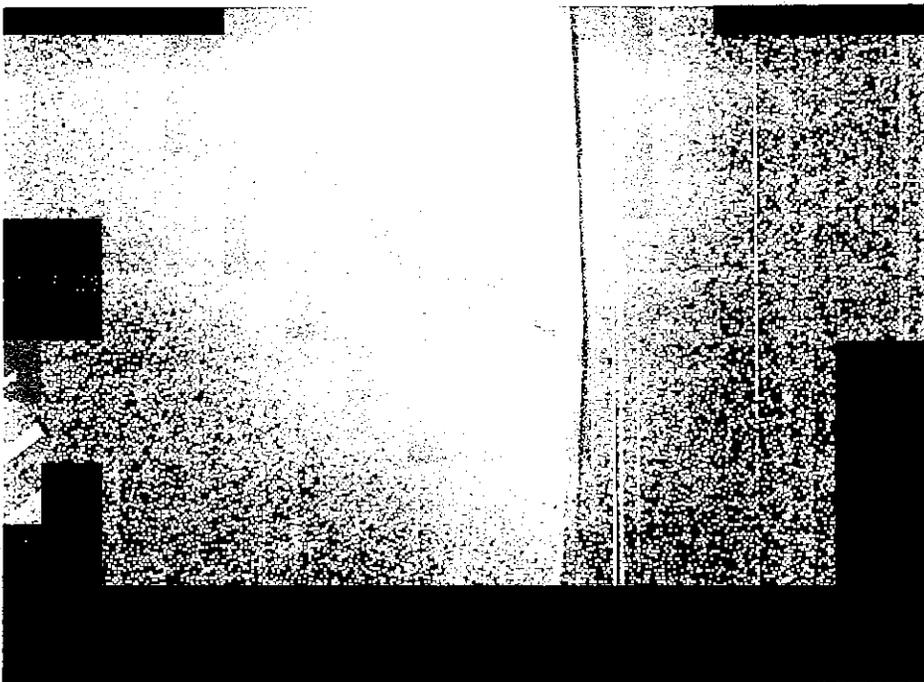
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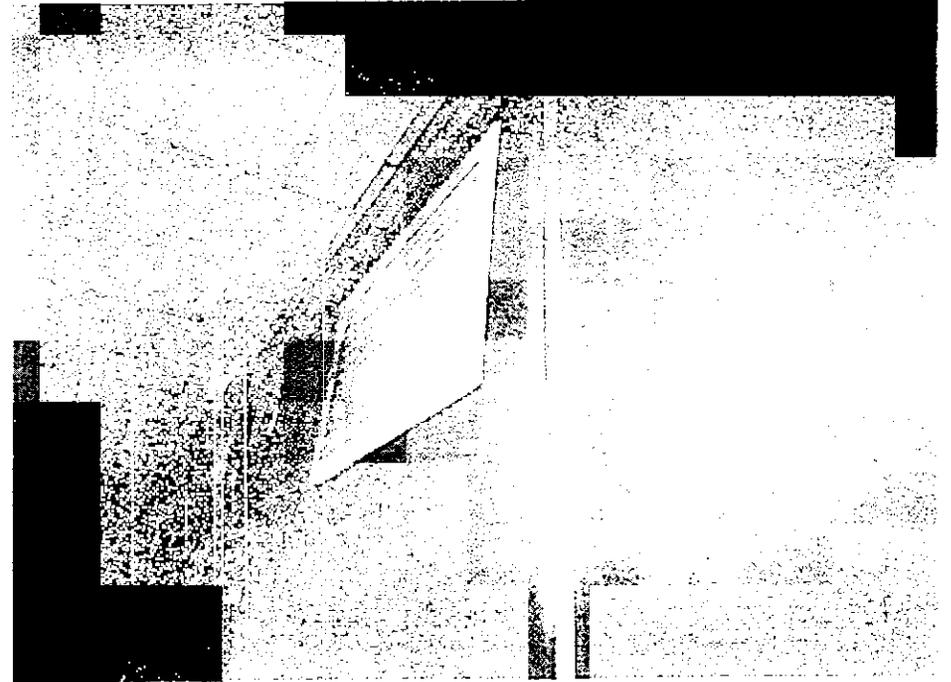
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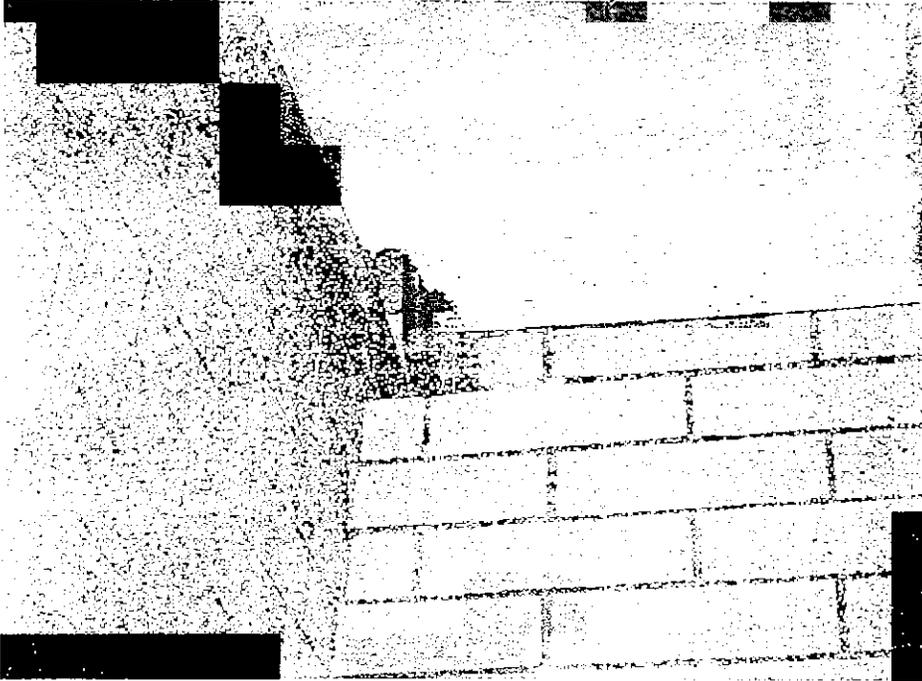
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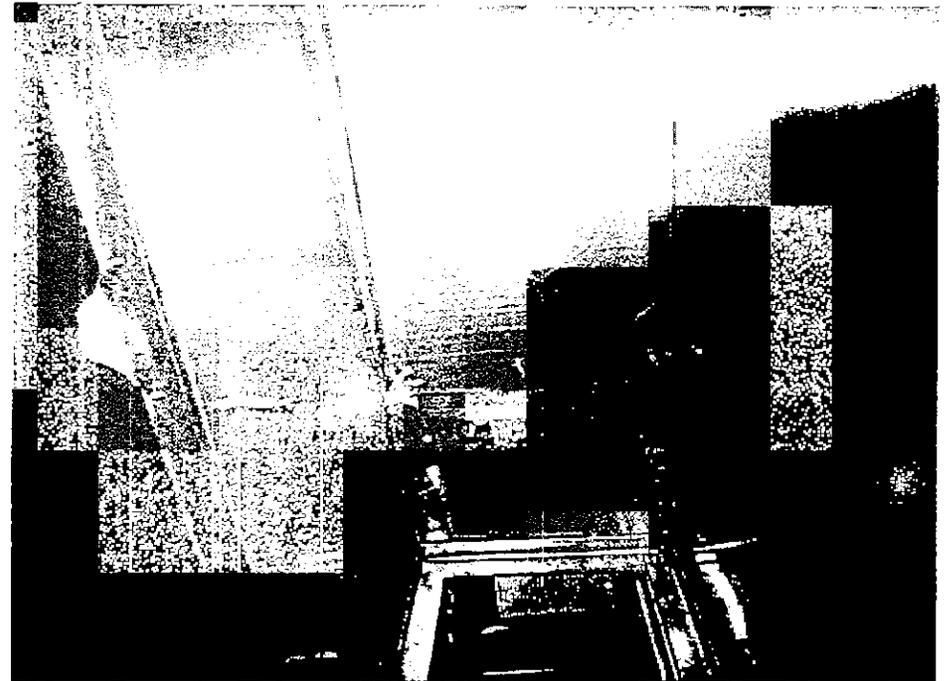
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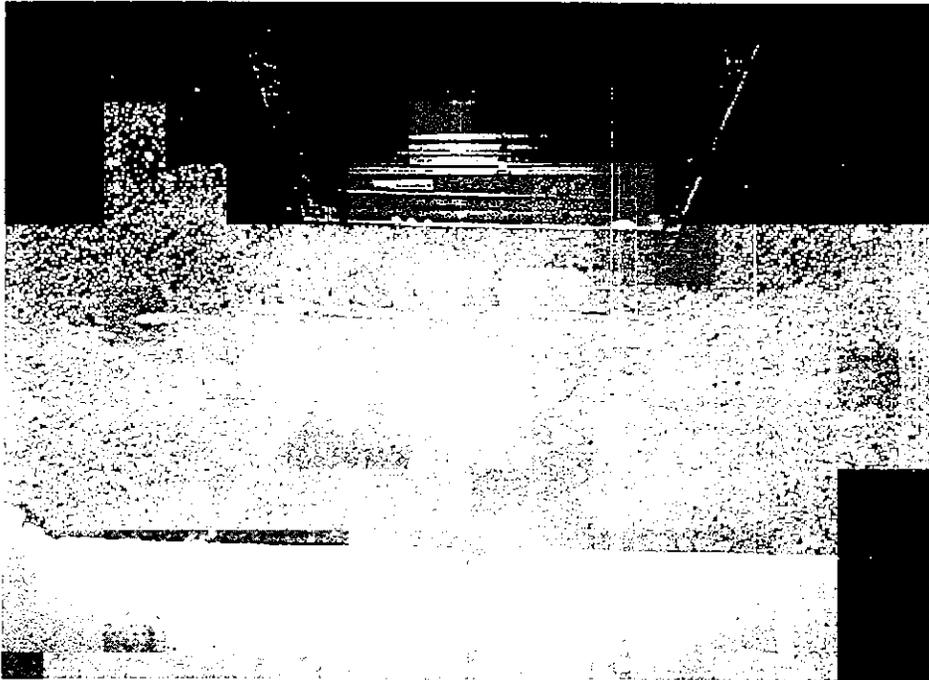
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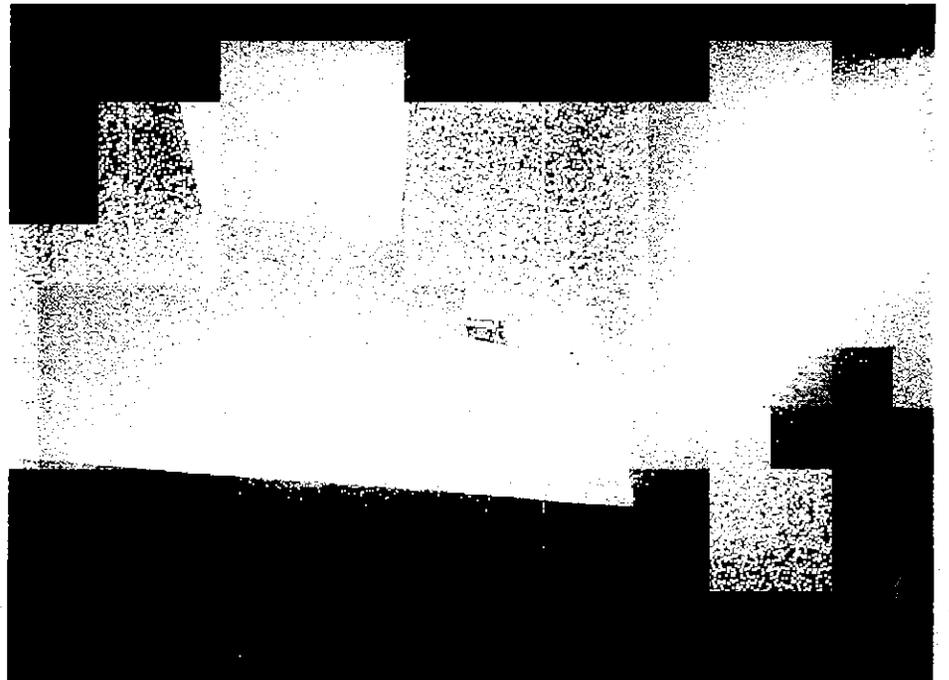
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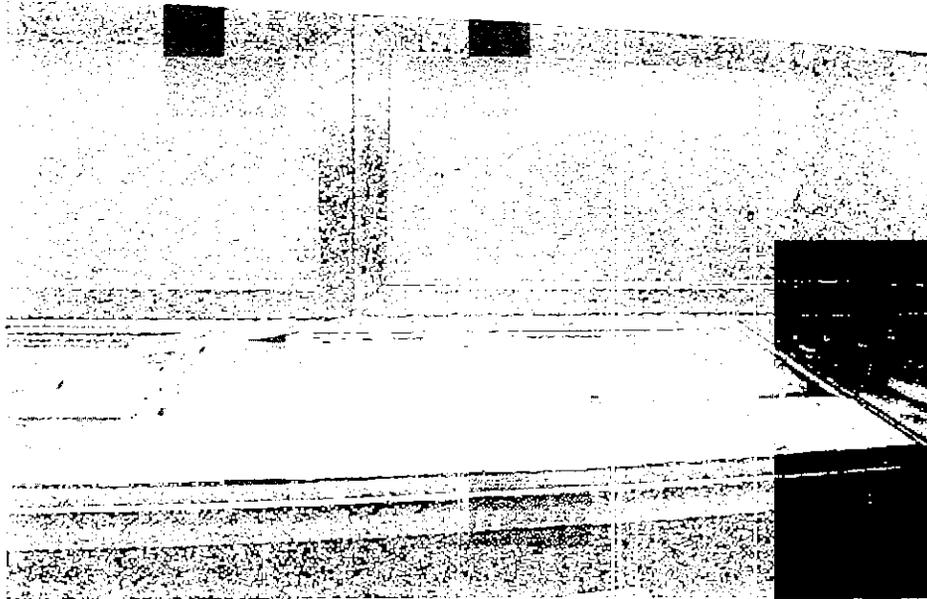
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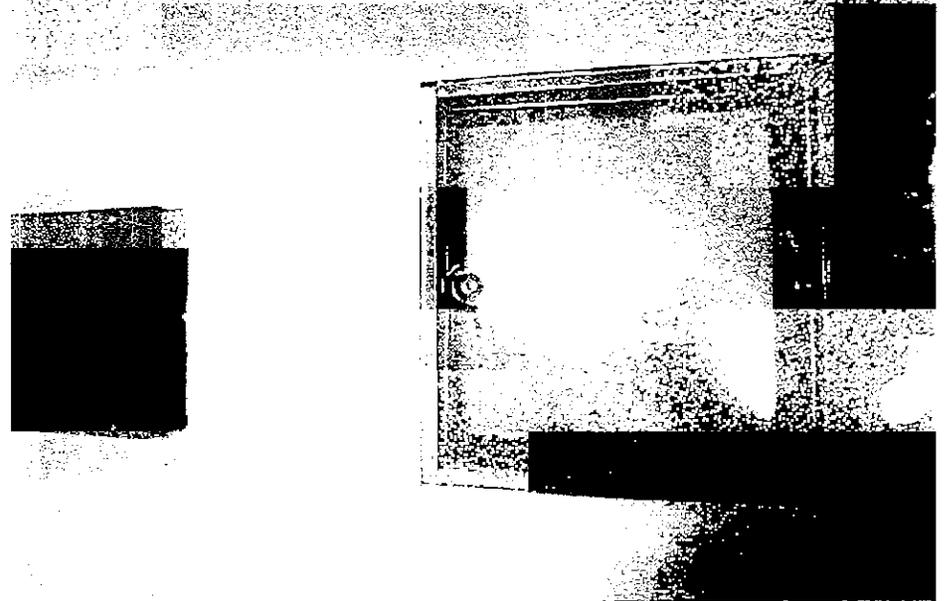
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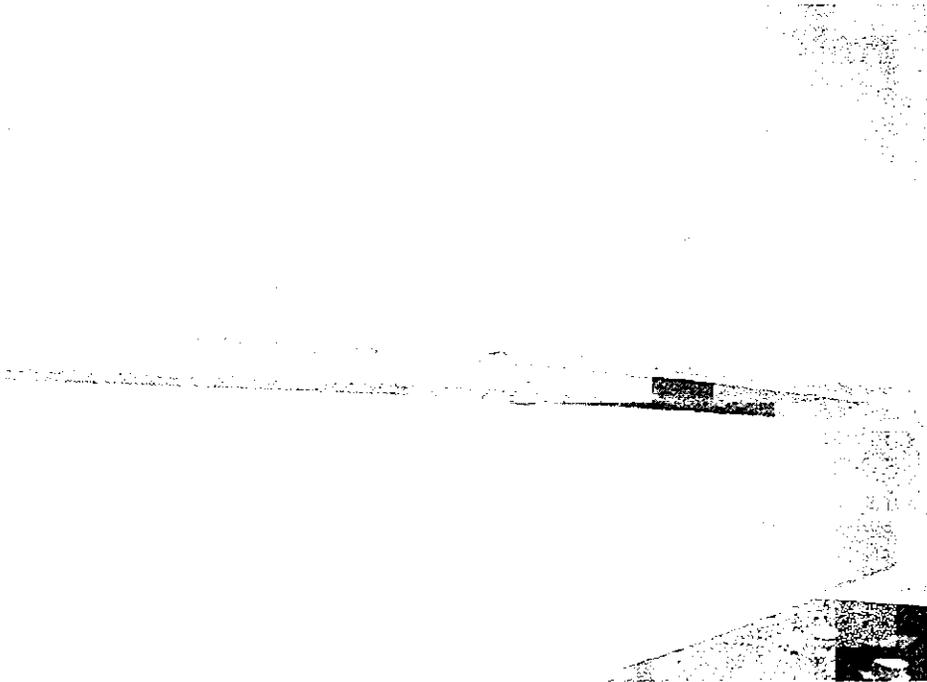
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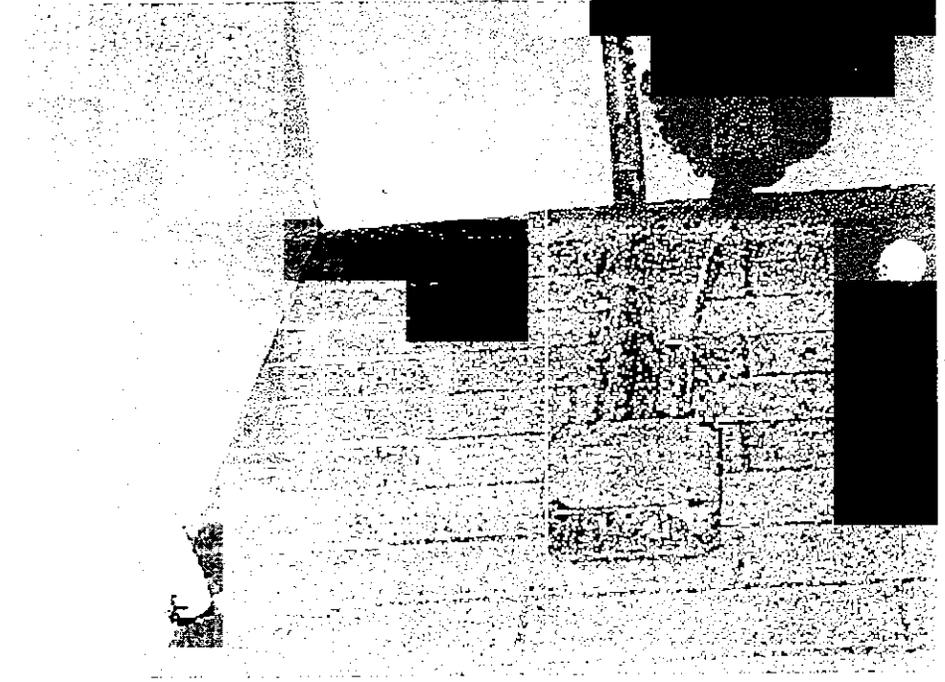
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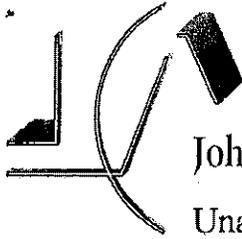
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John Ciardullo Associates, P.C.

Unacceptable Items

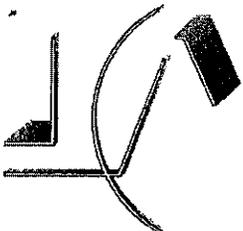
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Soundproofing of Msgr. McClancy Memorial High School

Defect List Part 2

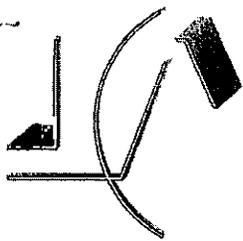
Date of Walkthrough: 11/14/07

ITEM	DESCRIPTION	FOTO	Est. Cost
PIPE TUNNEL IN BASEMENT			
1	Uncapped pipes at all radiator risers.	1	\$350.00
2	Missing fire stopping- (Typical all slab penetration)	2	\$15,000.00
3	Drain line not pitched.	3	\$5,000.00
4	Clean up debris and materials, (boxes, materials, rubble, etc.)	4, 5, 6	\$500.00
5	HEPA vacuum entire pipe tunnel to remove dust and fiberglass particles.		\$10,000.00
FRONT LOBBY			
6	Missing light fixtures	8,9	\$500.00
7	Clean store front windows at front entrance		\$14,500.00
8	Replace stained ceiling tiles		\$250.00
FACULTY ROOM			
9	Unfinished pipe penetration- needs patching	10	\$250.00
10*	Patch and paint beam above window. (Typical)	11	\$250.00
11*	Exposed wire on light fixtures- (Typical throughout school)	12	\$5,000.00
12	Provide limit stop on bottom left window- (Hits phone when opened)	13	\$50.00
13*	Seal coming off top left window- (Typical throughout all windows) See cover sheet.	14, 15	\$400.00
14*	Unit Ventilator panel not properly installed- (Typical ALL unit ventilators)	16	\$2,000.00
15*	Clean all unit ventilator's and remove stickers - (Typical ALL unit ventilators)	17	\$250.00
16	Damaged duct and missing grill. Replace duct provide air register.	18	\$300.00
17	Remove unused hanger rods and patch ceiling/ clean off marked hole on wall	19	\$350.00
18	Unacceptable soffit above entrance. Remove and reinstall gyp board.	20	\$250.00
19*	No fire stopping at duct penetration (typical all duct penetrations)	21	\$500.00
CORRIDOR			
20*	Refinish and Paint Soffit at corridor ceiling height changes. Provide semigloss finish (outside room 204 shown) (typical all corridors)	22	\$250.00
ROOM 205			
21	Rattling unit ventilator- (Front cover pushing coil causing fan to hit the cover)		\$250.00
22*	Completely remove tape from top of window- (Typical throughout)	23	\$5,500.00



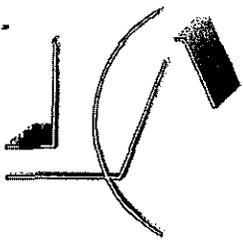
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ITEM	DESCRIPTION	FOTO	Est. Cost
	school) DO NOT DAMAGE WINDOW FINISH		
23*	Soffit edges visible metal corner trim. Corner trim shall be spackle type corner bead. (Typical all soffits)	24	\$7,500.00
24*	Repair wire molding damaged during sill installation. (Typical)	25	\$5,000.00
25*	Unit Ventilator end panels not properly installed	26	\$5,000.00
26*	Paint markings on floor tile needs to be removed	27	\$500.00
27	Miss aligned tiles needs to be corrected	28	\$250.00
28*	Remove pins from window hinge. Provide written confirmation from manufacturer that only two screws are required. (Typical)	34	\$1,250.00
28a	Kitchen Hood Exhaust Duct Access panels are exposed to the weather allowing water to soak the fiberglass insulation. Remove and replace all insulation with exterior insulation and seal all edges from the weather	29	\$15,000.00
28b	Louvers are installed below the wall flashing! This is Rejected! This must be addressed AS SOON AS POSSIBLE! UV Must be raised up to keep louver above flashing! Flashing must be restored to original condition!	31, 32,33	\$10,000.00
29*	Clean and remove debris from windows		\$2,500.00
30*	Unfinished and or unacceptable wiring in UV's. Unsupported junction boxes and conduits. Wires susceptible to damage from sharp edges of flexible conduit. Wires can not cross from one conduit to another without a pull box or junction box. (Typical ALL unit ventilators)	35	\$10,000.00
31*	No fire stopping on electrical side of Unit Ventilator- (Typical ALL unit ventilators). May require removal of UV.	36, 37	\$50,000.00
32*	Unit Ventilator not fastened to base, gaps between wall and unit Cold air/Noise bypasses damper and enters classroom in an uncontrolled manner.	38	\$15,000.00
PRINCIPAL OFFICE SUITE			
COMMON AREA (See part 3 for Principal's Office and Assistant Principal's Office)			
33	Unfinished duct work and wall patching- missing register	39	\$150.00
34	Missing ceiling tile	40	\$100.00
35*	No fire stopping at duct wall penetration - Clean debris from above ceiling tile. (Typical ALL wall penetrations)	41	\$2,500.00
LIBRARY (See Part 3 for Librarian Office)			
36	Damaged and dirty book shelf at west end of library.	42	\$2,800.00
37*	Plastic tubing through slab to copper connections unacceptable. Copper pipe must extend through slab and be firestopped. Connection to plastic tube must be inside the UV cabinet. (Typical ALL unit ventilators)	43	\$10,000.00



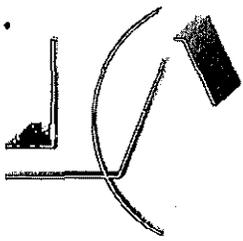
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ITEM	DESCRIPTION	FOTO	Est. Cost
38*	Dirt and debris above book shelves (Typical throughout)	44	\$5,000.00
39*	Secure loose wires to wall (typical)	45	\$2,500.00
40	Clean splatter off windows	46	\$2,000.00
41*	Reinstall wire molding- (Typical)	47	\$2,500.00
42*	Reinstall metal panel under grill in Unit Ventilator. (Typical ALL unit ventilators)	48	\$1,000.00
43	Second M.O. from left, middle top sash broken mini blind knob	49	\$100.00
44	First M.O. from left middle bottom sash loose, right hinge window does not close		\$500.00
45	First M.O. from left, provide limit stop to prevent contact with junction box	50	\$250.00
46	Patch and paint ceiling soffit above window top left first window from left	51	\$150.00
47*	Patch, paint and fire stop bottom of beam at air register - two locations in library (Typical ALL rooms)	52, 53	\$200.00
ART ROOM			
48	Left M.O. top left mini blind does not work		\$100.00
49	Extend brick chase above bottom of soffit	54	\$150.00
50	Seal joint between ceiling and wall.	55	\$100.00
51	Finish soffit around beam	56, 57	\$100.00
52	Install suspended ceiling in closet, fix light.	58	\$200.00
TOILET #3			
53	Remove paneling provide gyp board, install exhaust grill on gypboard	59	\$500.00
54	Patch wall under soffit	60	\$100.00
ROOM 105			
55	Incomplete plaster and brick work at soffit.	61	\$250.00
56*	Lock all access doors and return keys to the school. (Typical all rooms)		\$150.00
57	Patch Wall at soffit.	62	\$100.00
WEST REAR VESTIBULE			
58	Replace chopped brick	63	\$125.00
CAFETERIA			
59	Kitchen- finish soffit and pipe chase	64, 65	\$250.00
60	Cap pipes and provide access door	66	\$250.00
61	Clean off old caulk from wall around windows.	67	\$150.00
62	Provide fire stopping at duct (*35)	68	\$100.00



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ITEM	DESCRIPTION	FOTO	Est. Cost
63	Install electrical items on brick chase. Provide access door if required to access junction box behind brick.	69	\$450.00
64	Finish pipe enclosure.	70	\$150.00
65	Fasten telephone wire to wall. Remove wire from under soffit.	71	\$100.00
66	Fix crack in soffit	72	\$100.00
67	Remove tape from windows (*22)		\$100.00
68	Patch concrete beam at edges of suspended ceiling.	73	\$250.00
STAIR #2			
69	Soffit not per drawings. Remove soffit and provide rated soffit per drawings	74	\$1,000.00
EXTERIOR			
70	Install chiller fence		\$38,000.00
71	Complete installation of exterior stair, canopy, and door at stage area.	75	\$25,000.00
72	Paint existing exterior locker room doors	76	\$250.00
73*	Exterior steel lintels not scraped and painted- (Typical throughout building). A credit will be taken for this work which can not be performed now that the new windows are installed.		\$20,000.00
74	Duct insulation not approved and not properly installed on exterior kitchen exhaust. Gaps and open edges allow water into insulation. Access panels not rated. Substitution of fiberglass installation is rejected. Remove insulation and replace with specified calcium silicate insulation.	29, 30	\$25,000.00
75	Wall flashing, roof patch and louver location at unit ventilator intake louver is rejected. Remove louver, Raise UV so that louver is <u>above</u> the line of flashing, replace brick removed, install new roofing and flashing then reinstall louver. This complete installation is rejected. Location of louver will cause a water infiltration problem. Contractor should have issued an RFI.	31, 32, 33	\$10,000.00
76	Replace damaged railing at locker room exterior ramp damaged during excavation.		\$500.00
77	Replace damaged fence at front entrance of school damaged by lift used to install louvers.		\$1,000.00
LOCKER ROOM ROOF			
78	AC-1, the vibration isolators must be removed, rotated parallel to AC Unit structure and reinstalled correctly on the new angle extensions These must be welded to the beam, protected from corrosion and painted.	77, 78	\$7,500.00
79	Relocate duct support bracket to be outside of insulation. Insulation not appropriate for exterior installation. Cut-outs and joints around vibration	79	\$5,000.00



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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>FOTO</u>	<u>Est. Cost</u>
	isolator allows water into fiberglass. Remove insulation completely and discard it. Wet insulation harbors mold. Replace insulation around and below vibration isolator. Submit insulation spec and installer for JCA approval.		
80	Repair conduit penetration (brick stitch)	80	\$75.00
81	Mushroom fan- cover hold-down clip installed improperly. Remove and replace it. Seal screw hole with sealant.	81	\$50.00
82	Provide secure supports for main conduit at AC-1	82	\$200.00
83	Provide grate at AC-1	83	\$500.00
			\$289,600.00

Photo number shown with date prefix "11.14.07-" on Photo Sheets for the above items.

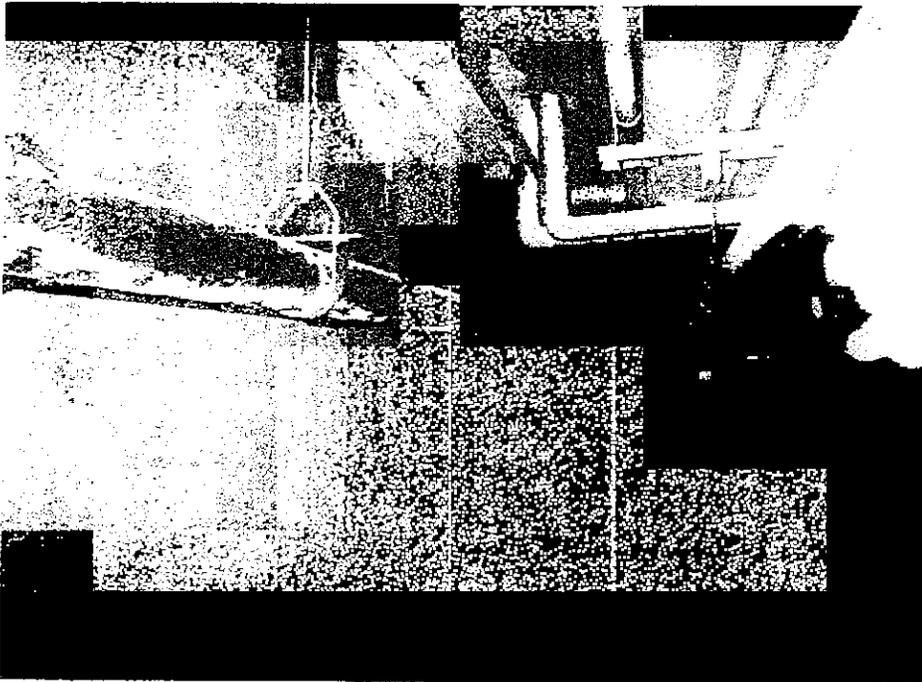
* Items noted with an asterisk occur in all locations and are listed here as an example.



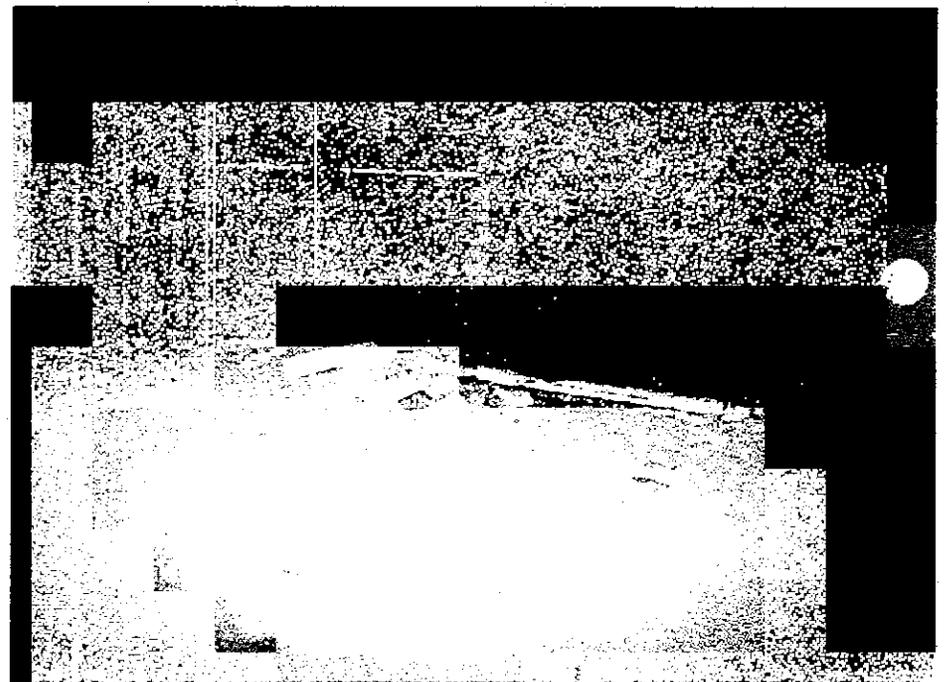
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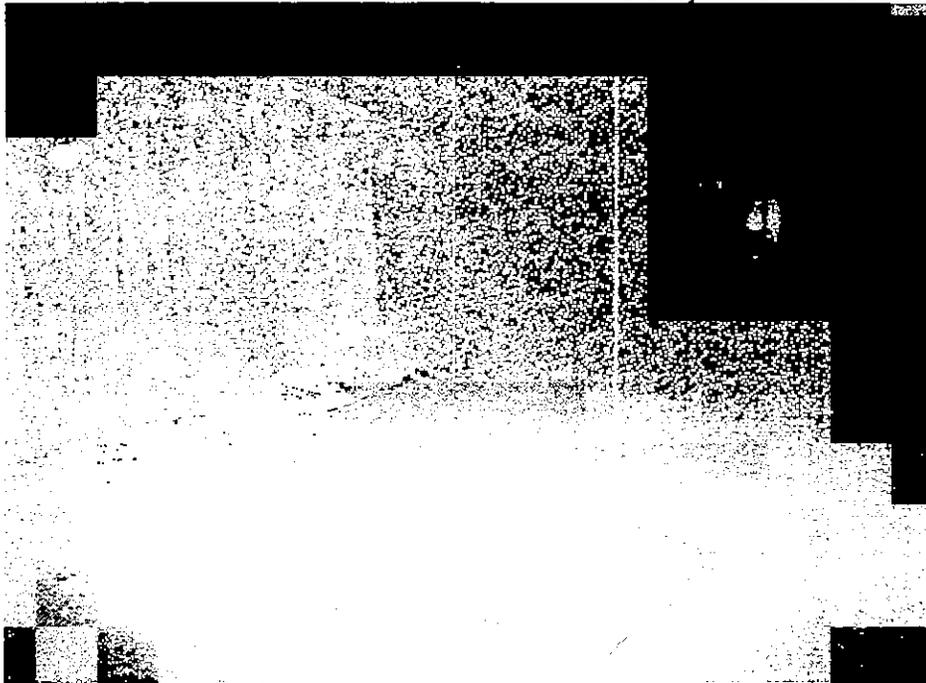
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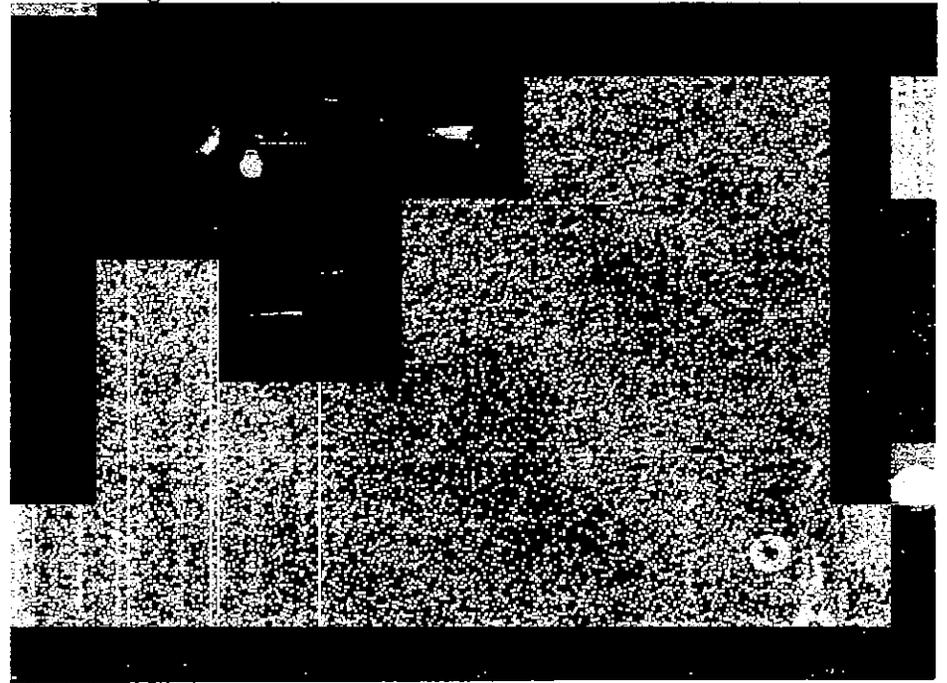
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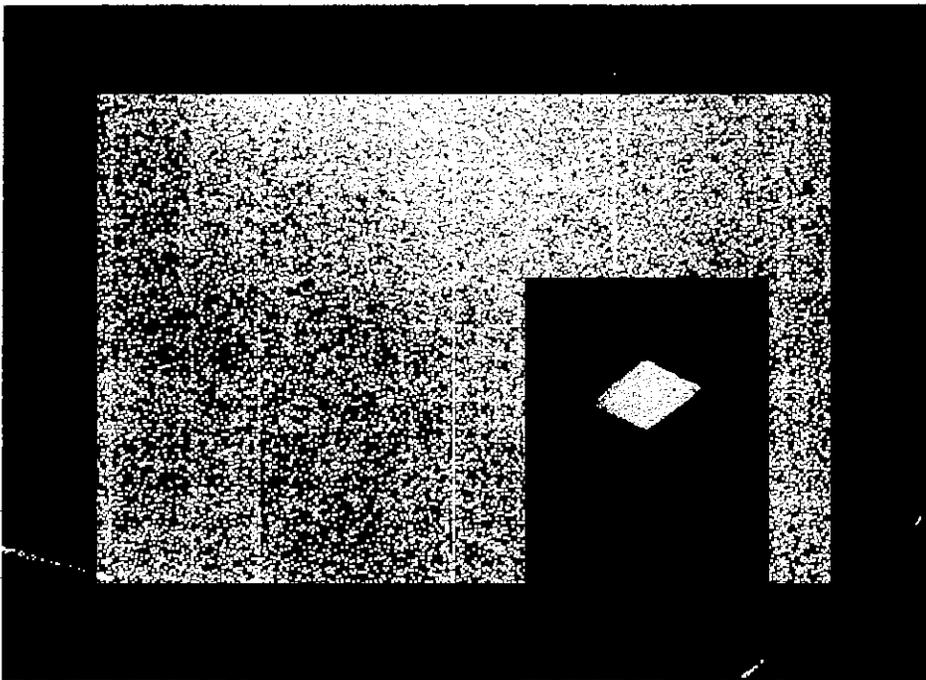
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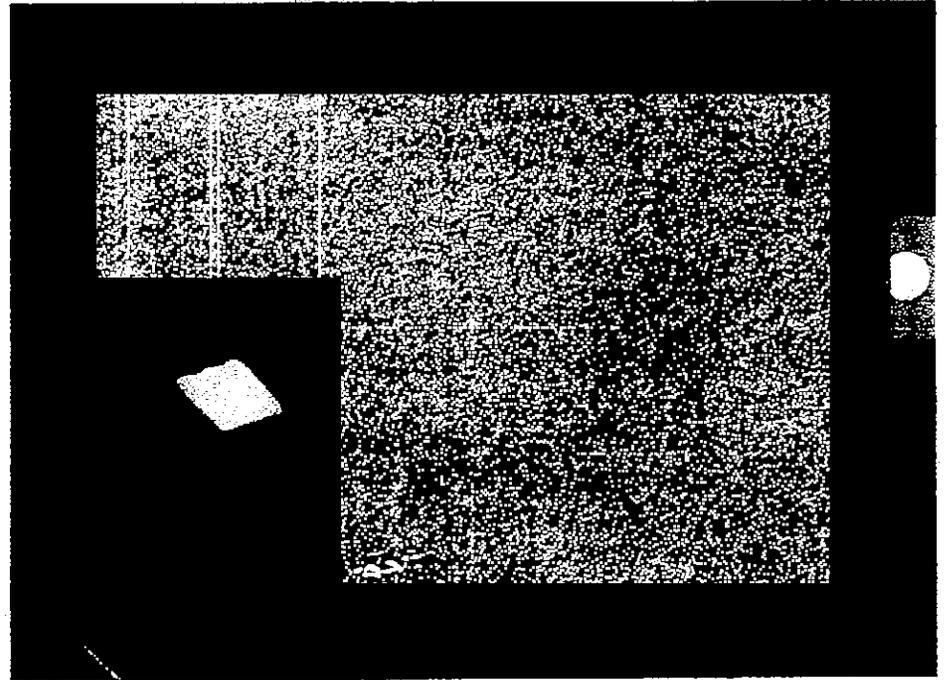
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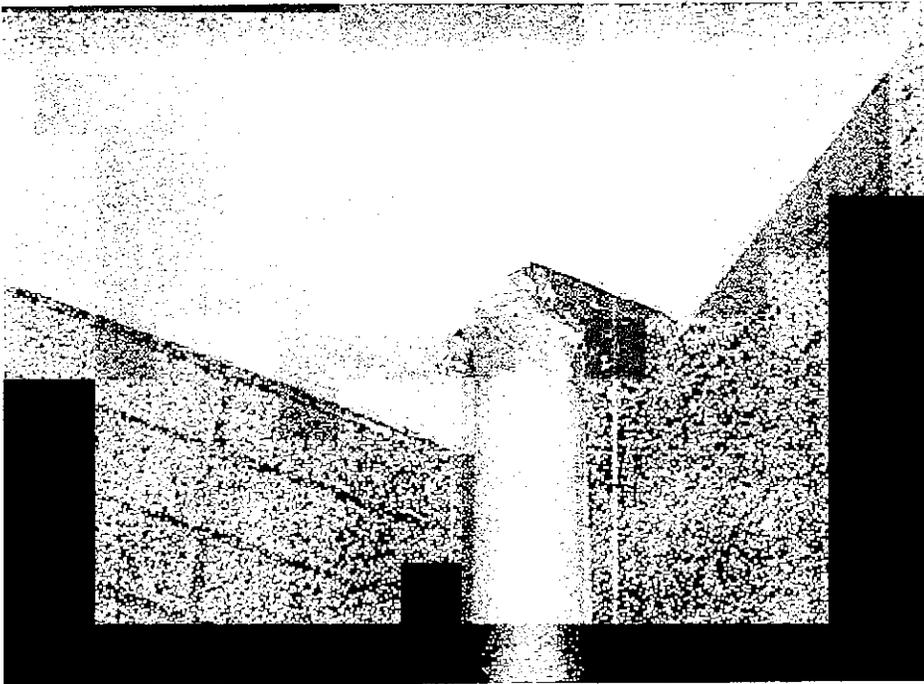
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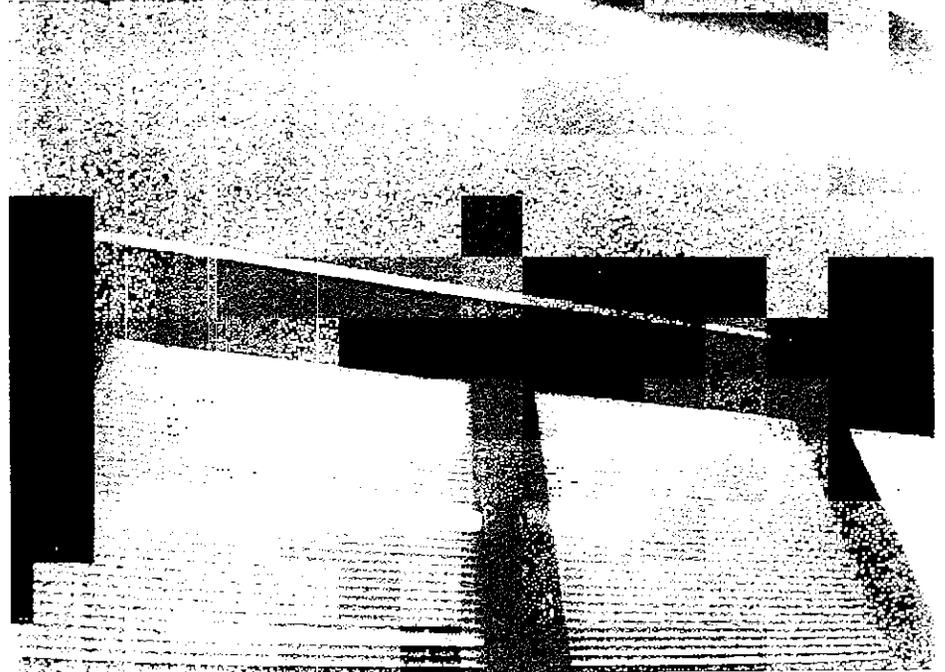
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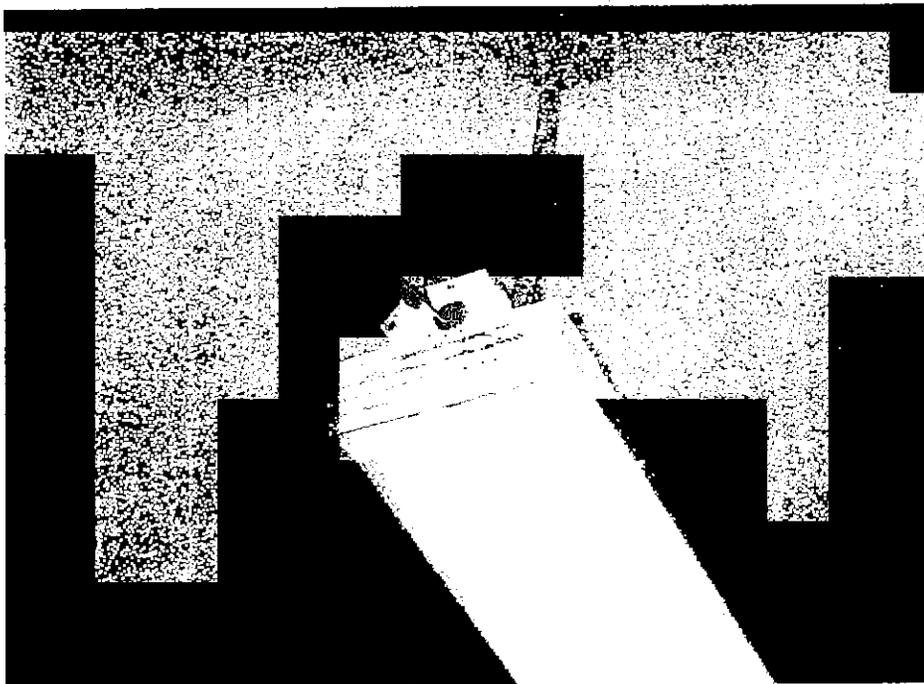
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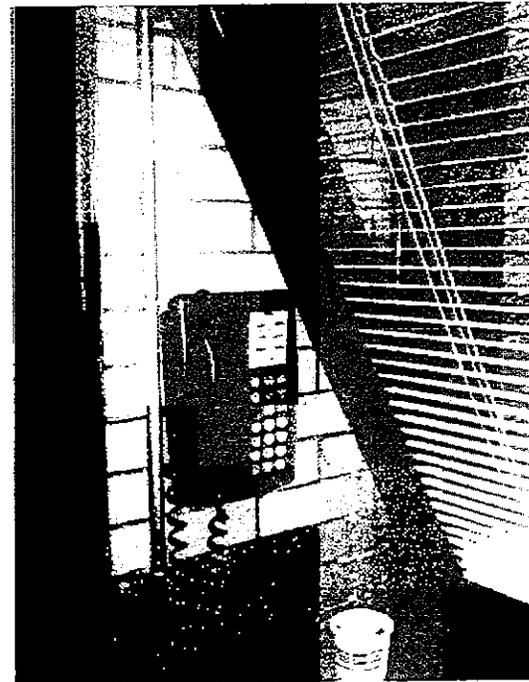
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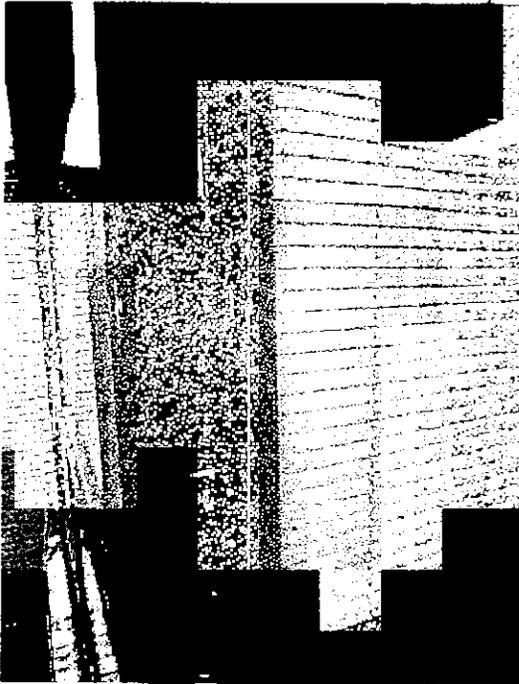
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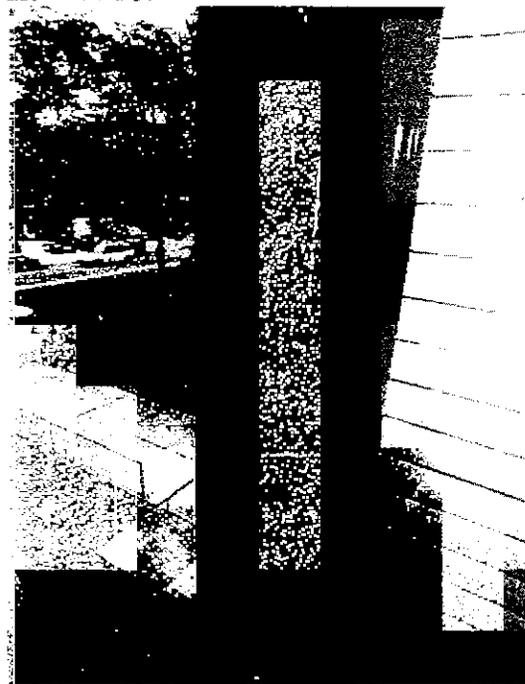
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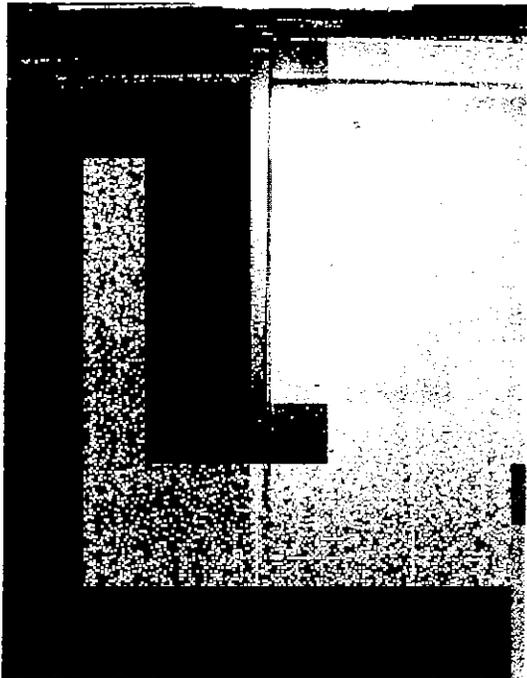
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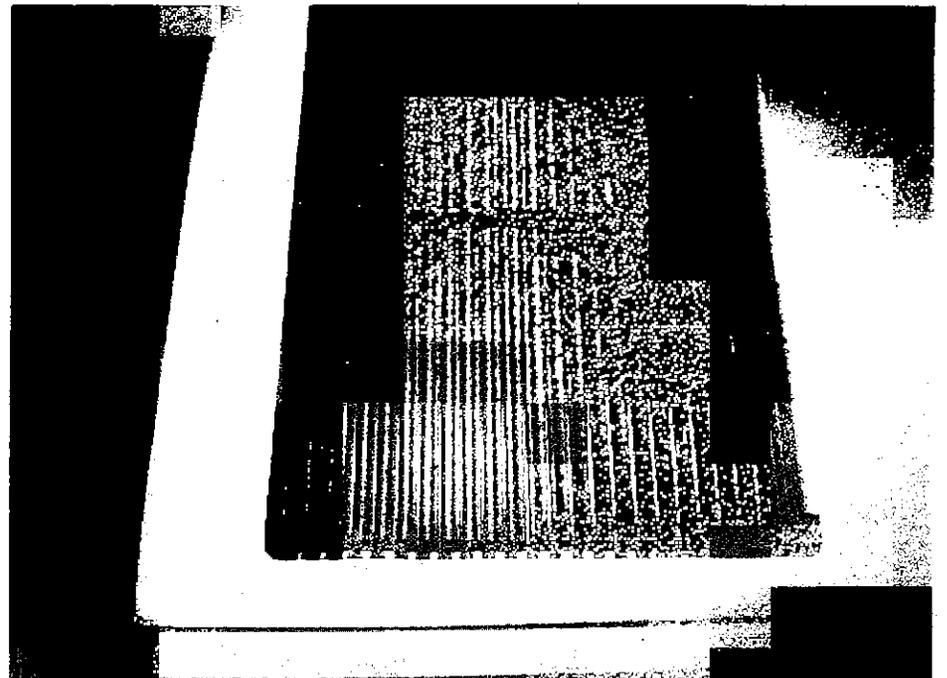
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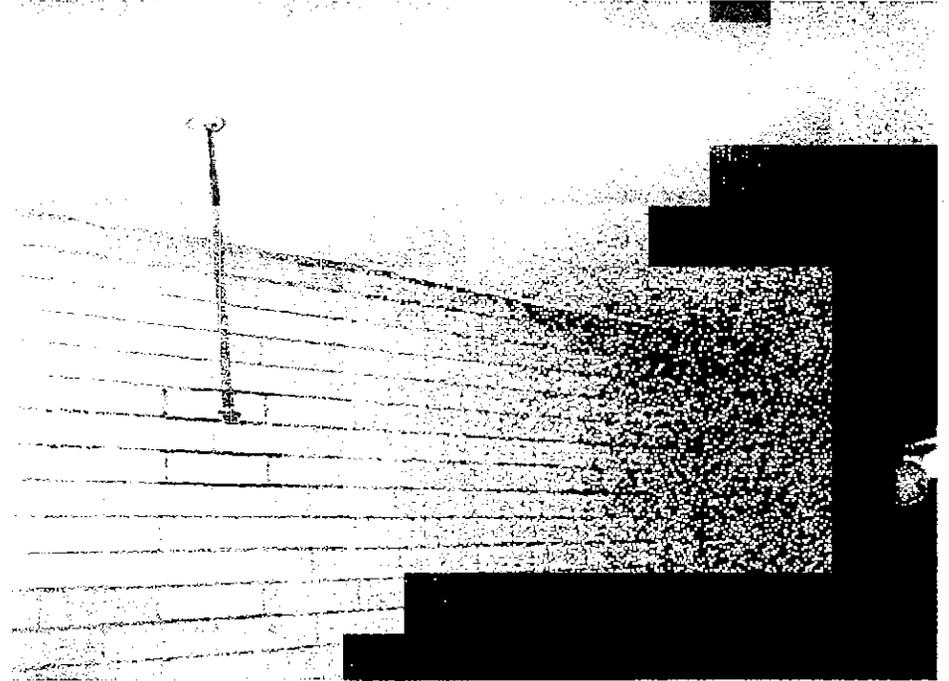
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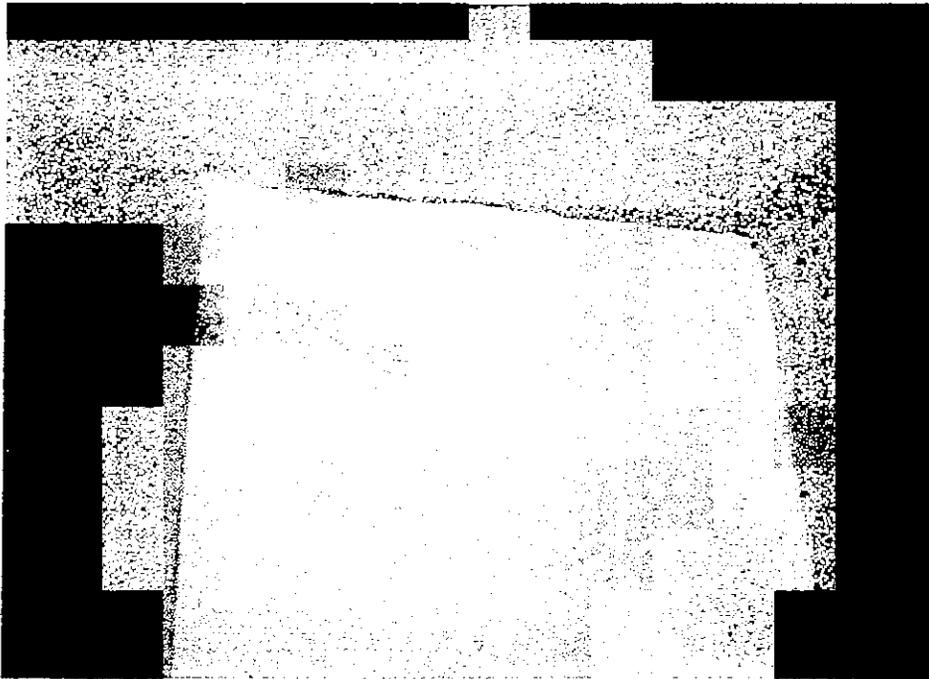
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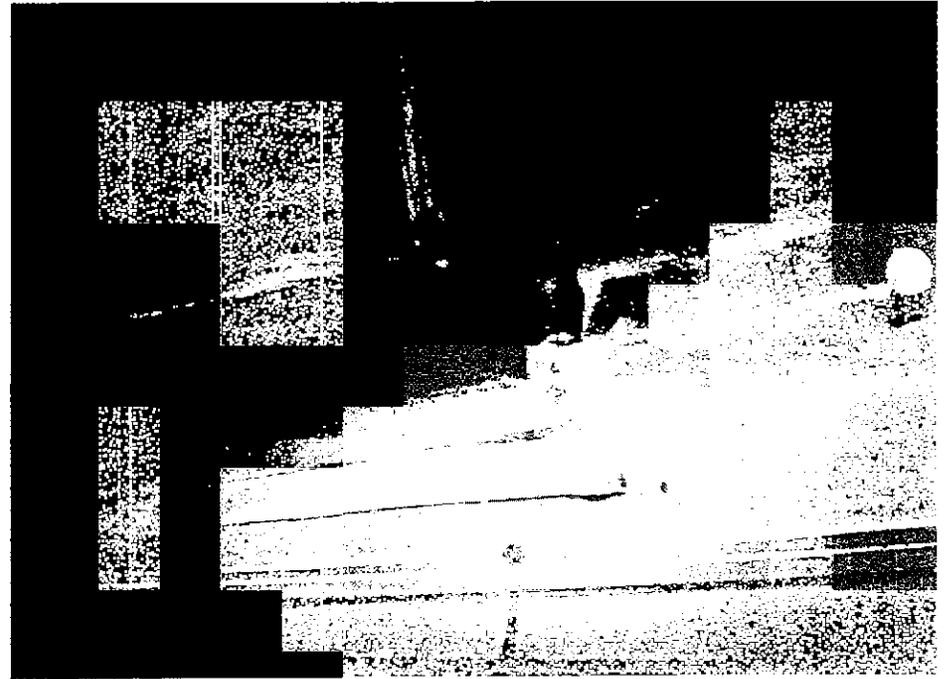
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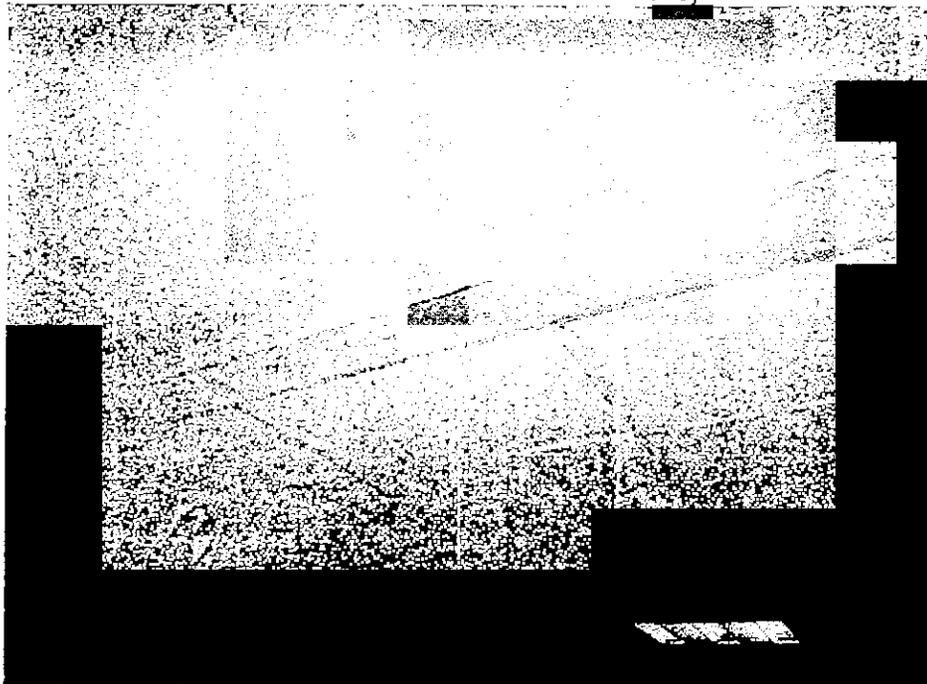
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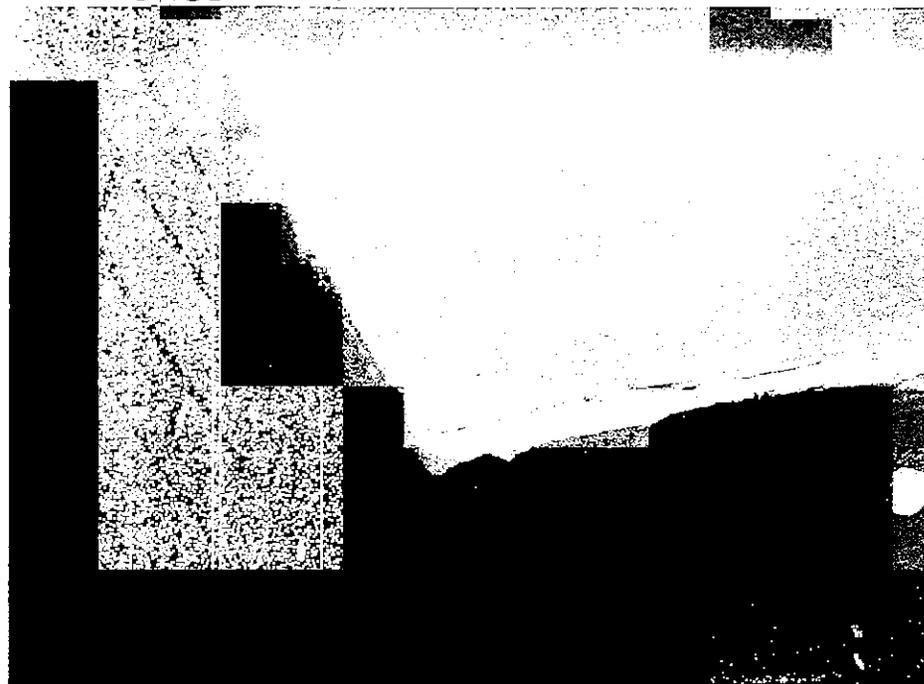
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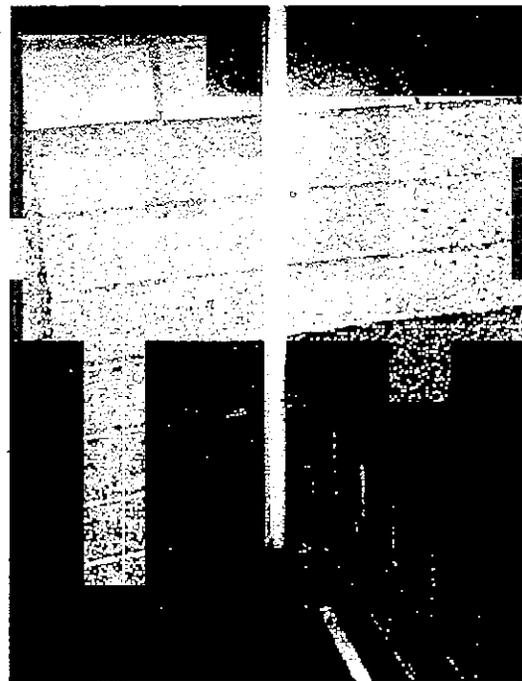
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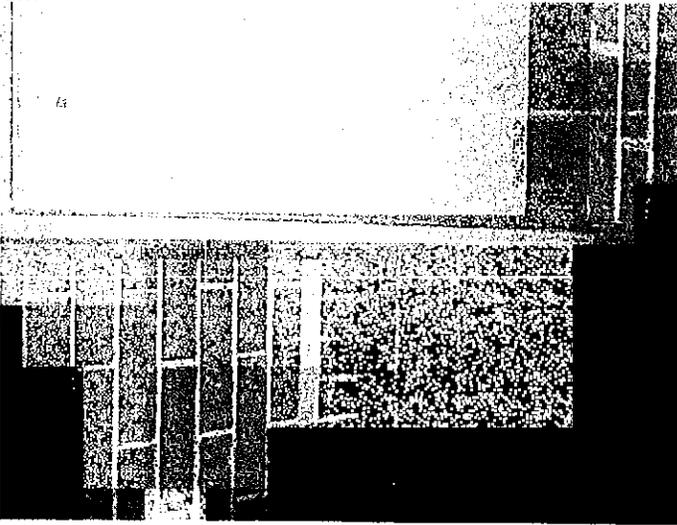
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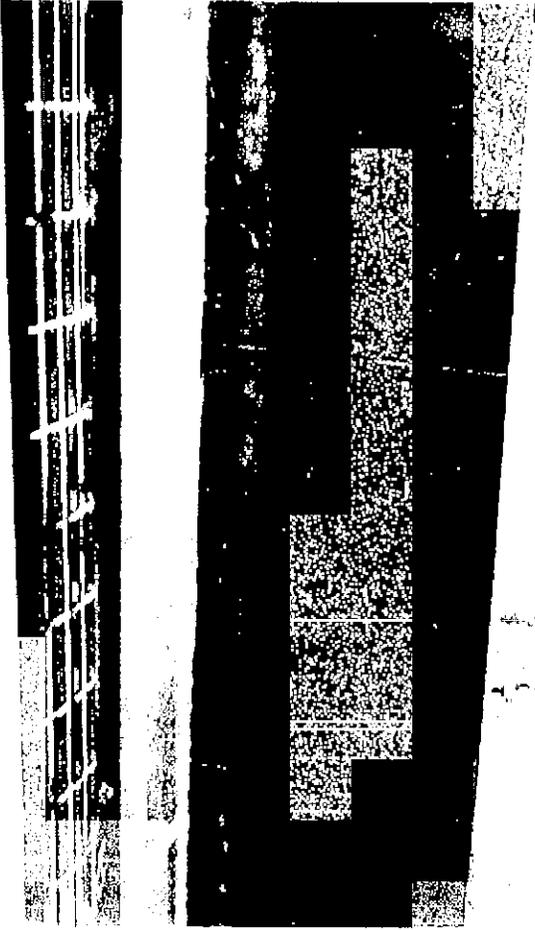
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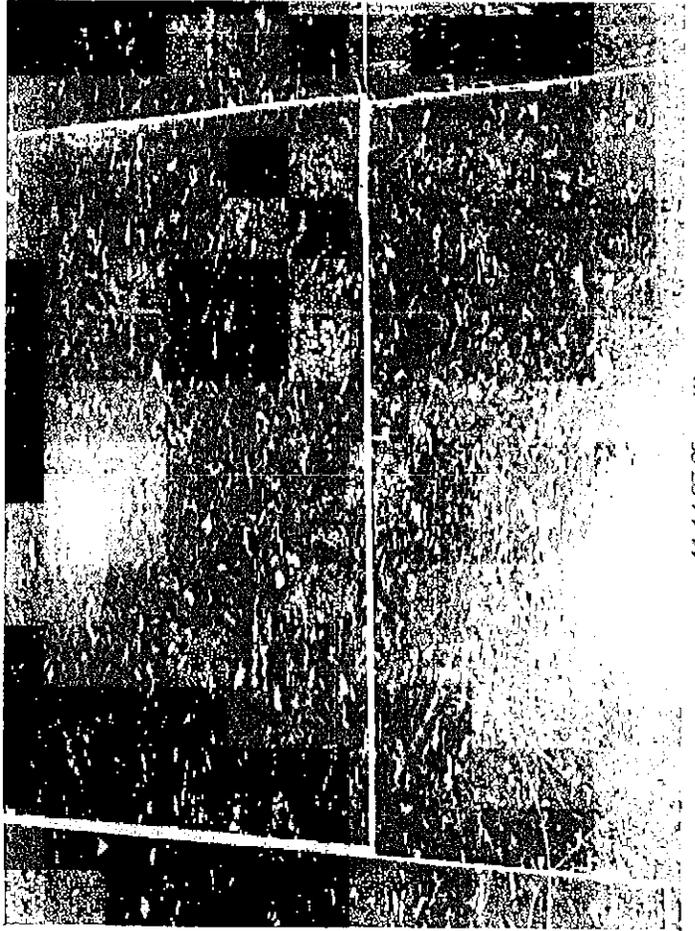
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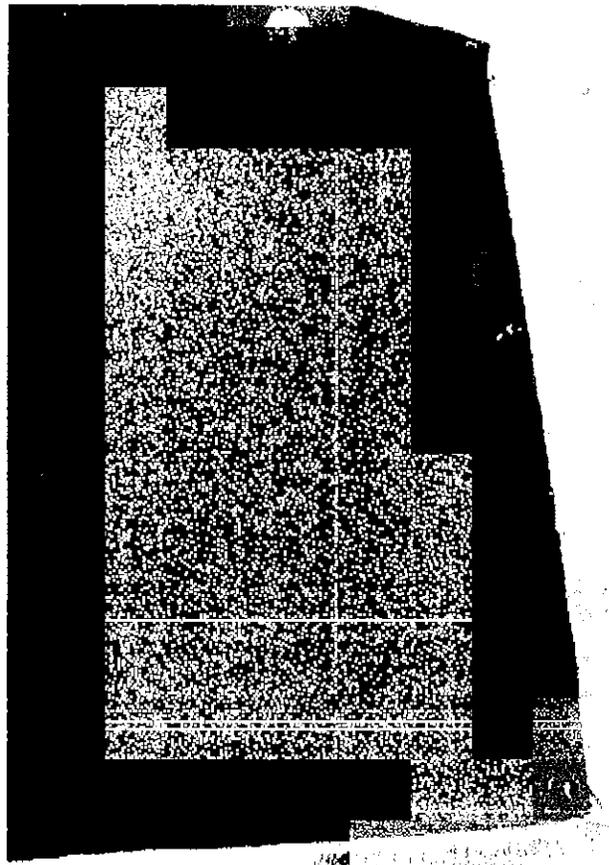
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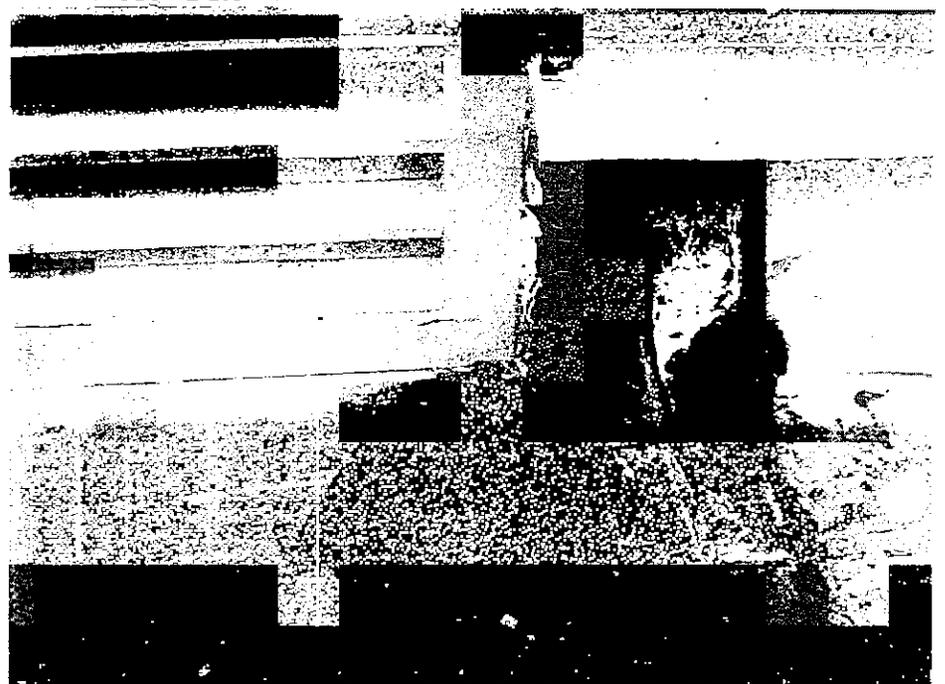
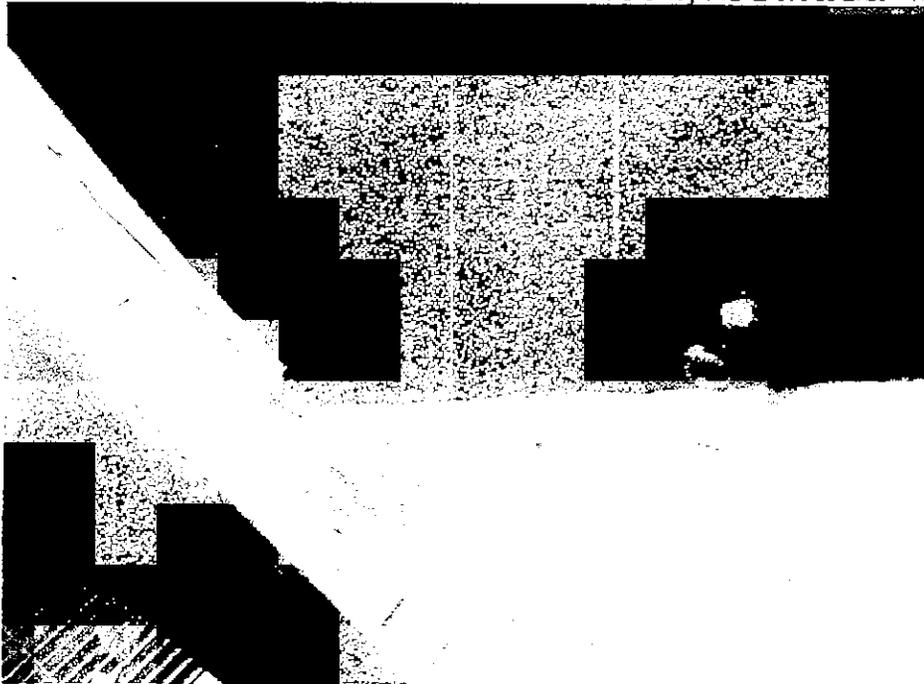
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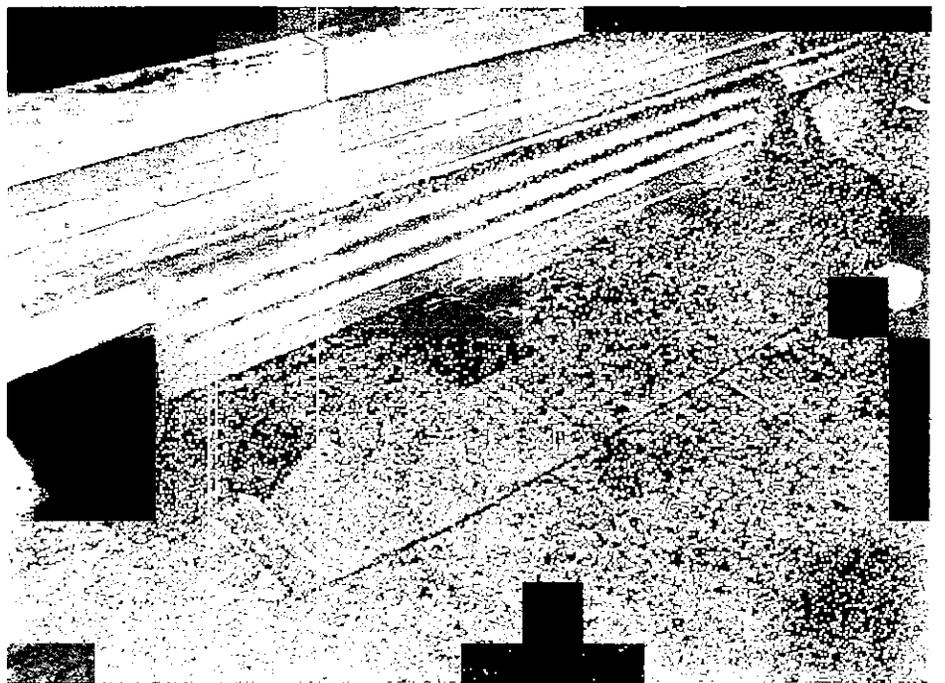
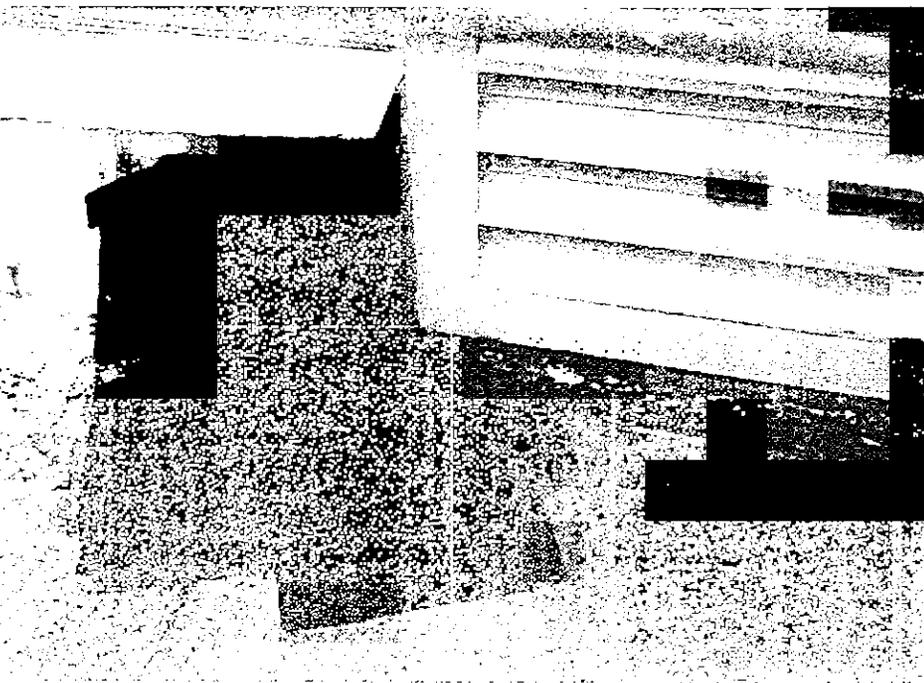


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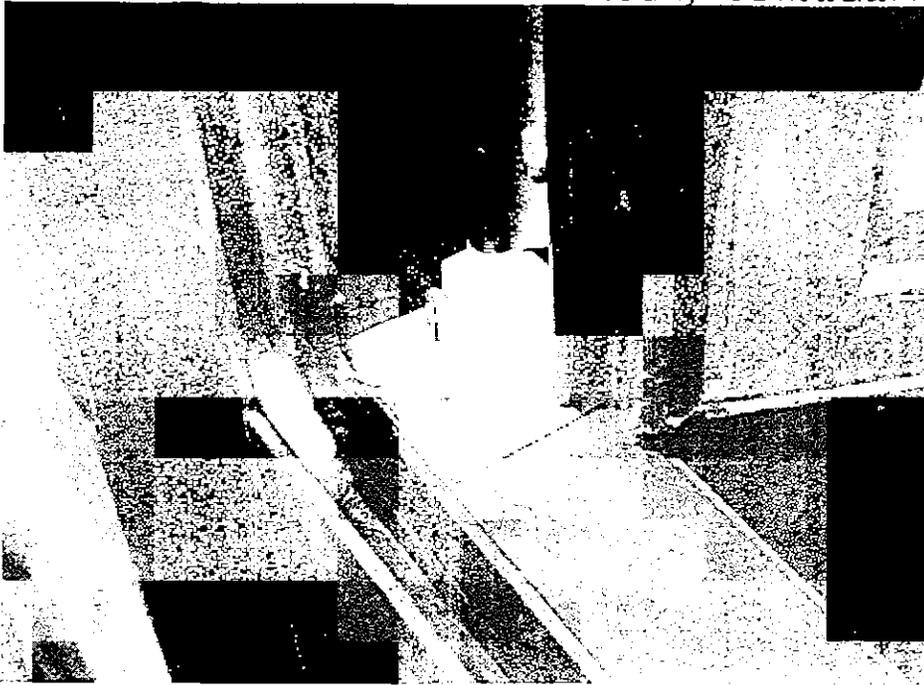
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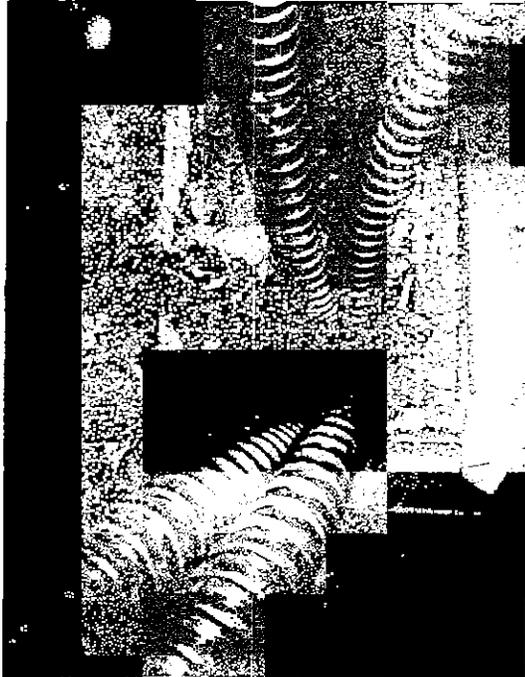
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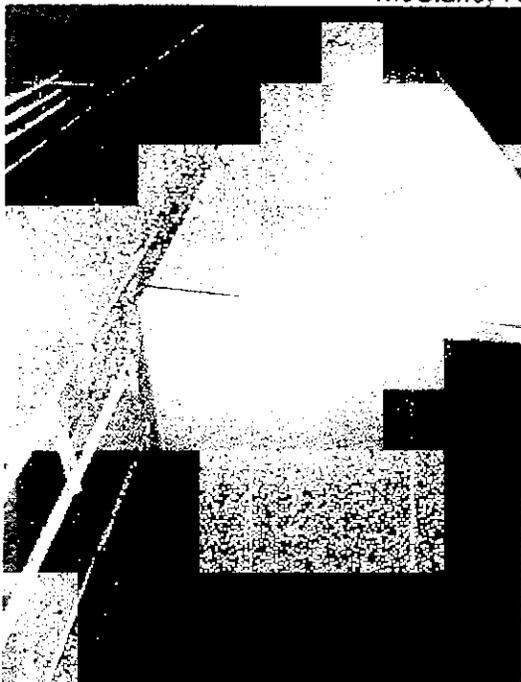
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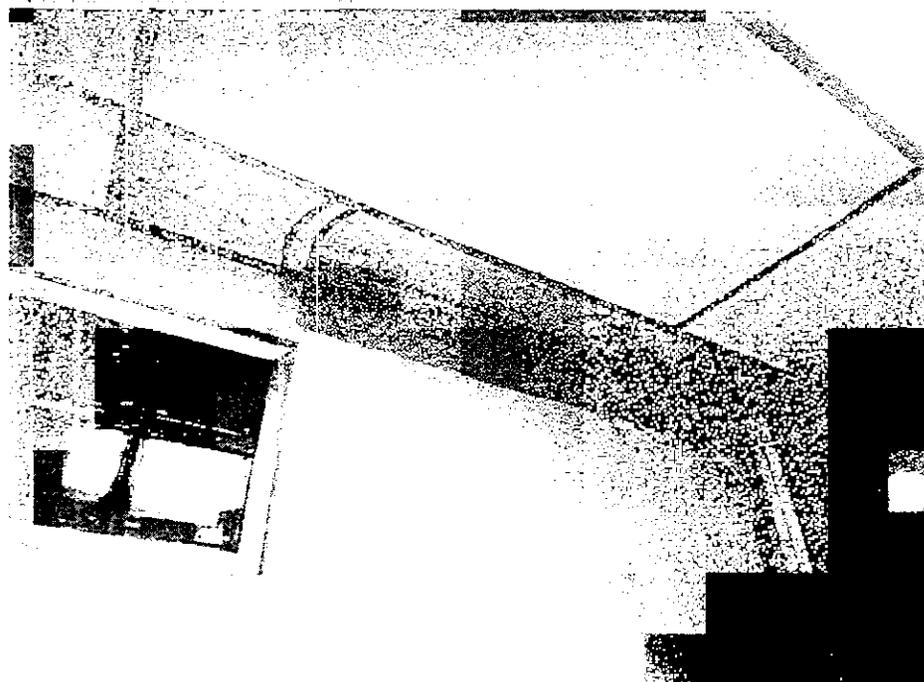
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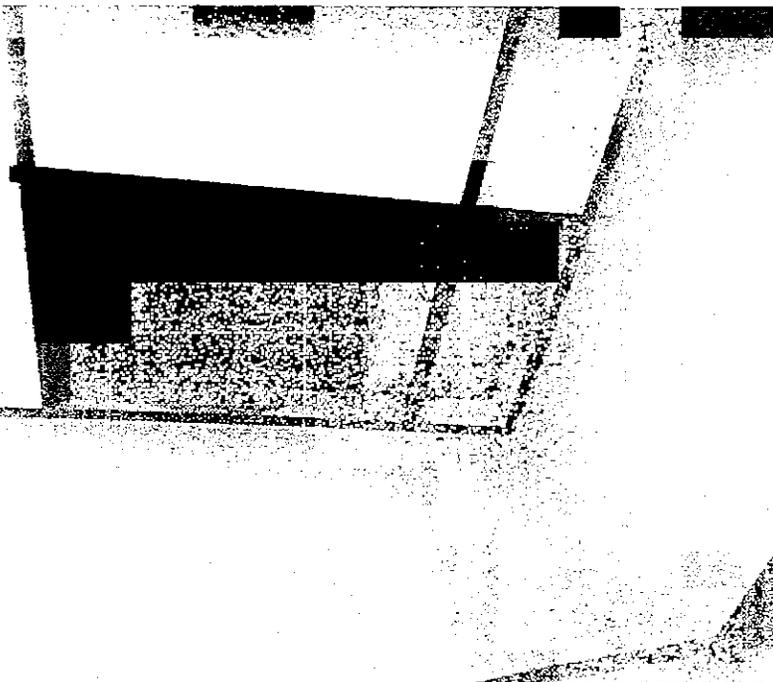
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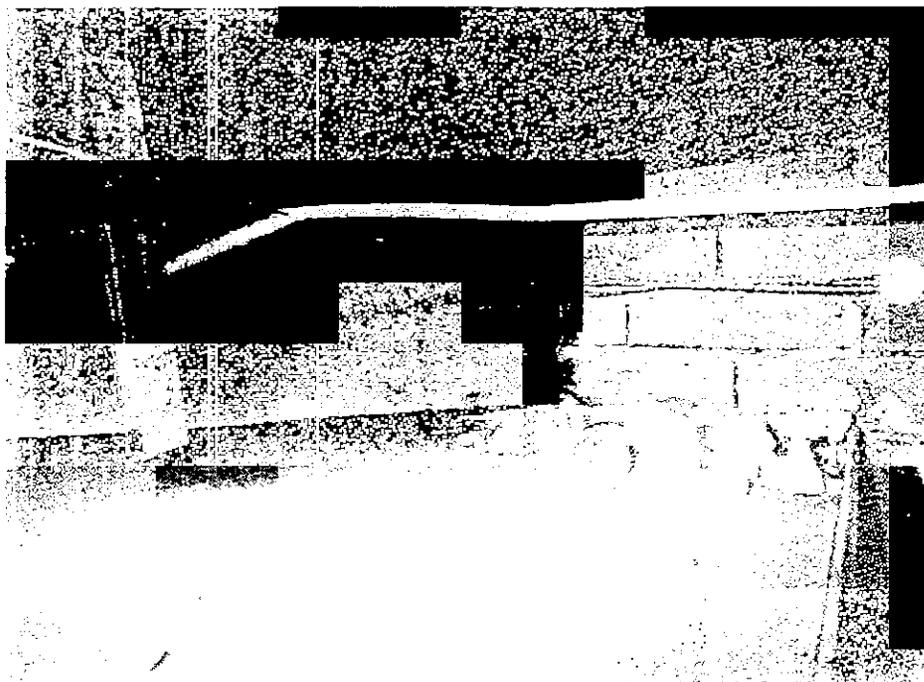
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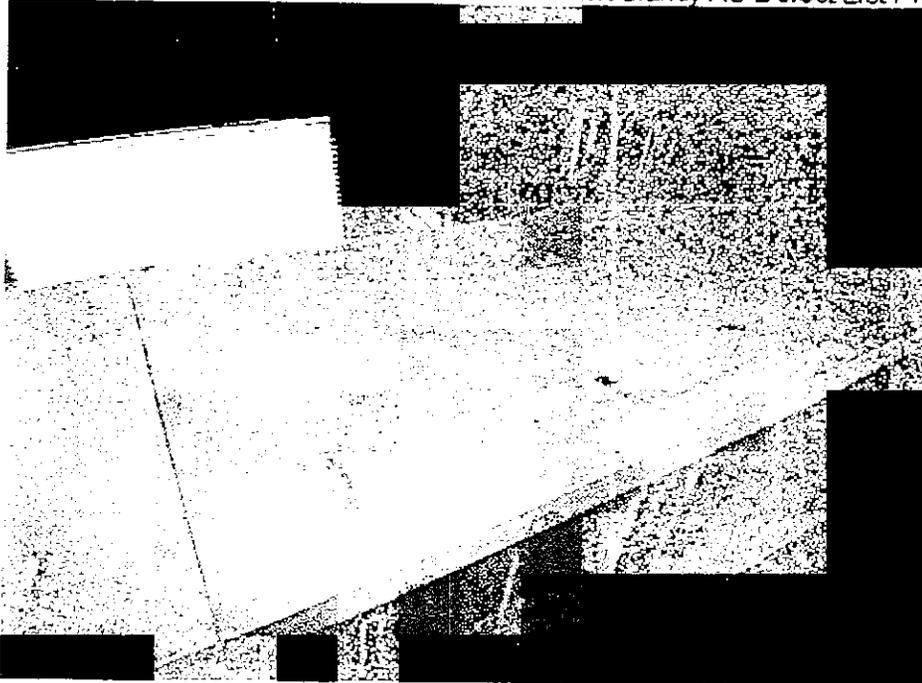
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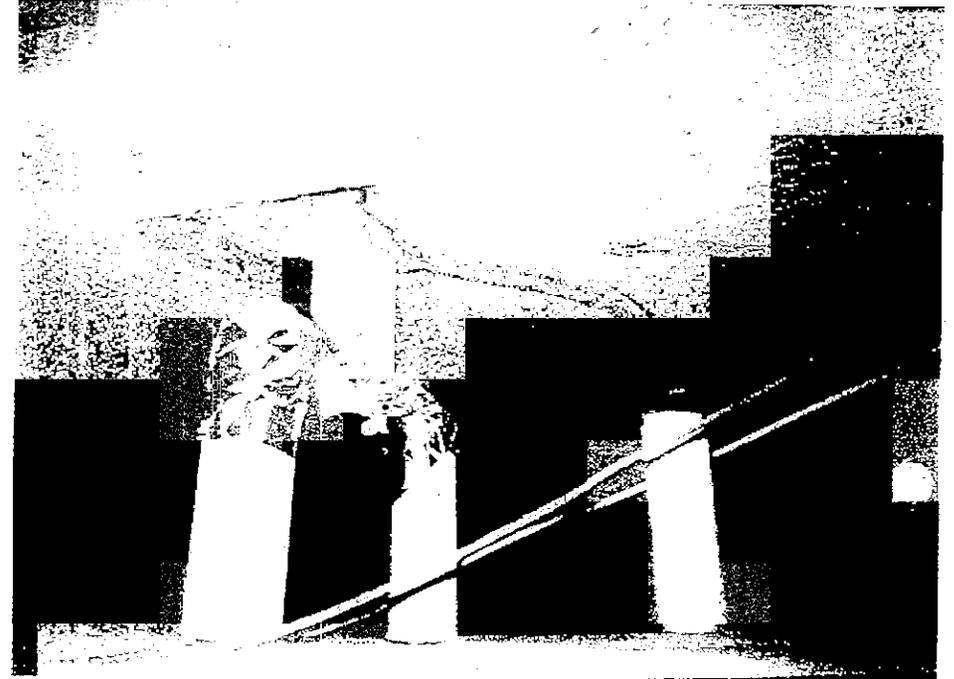
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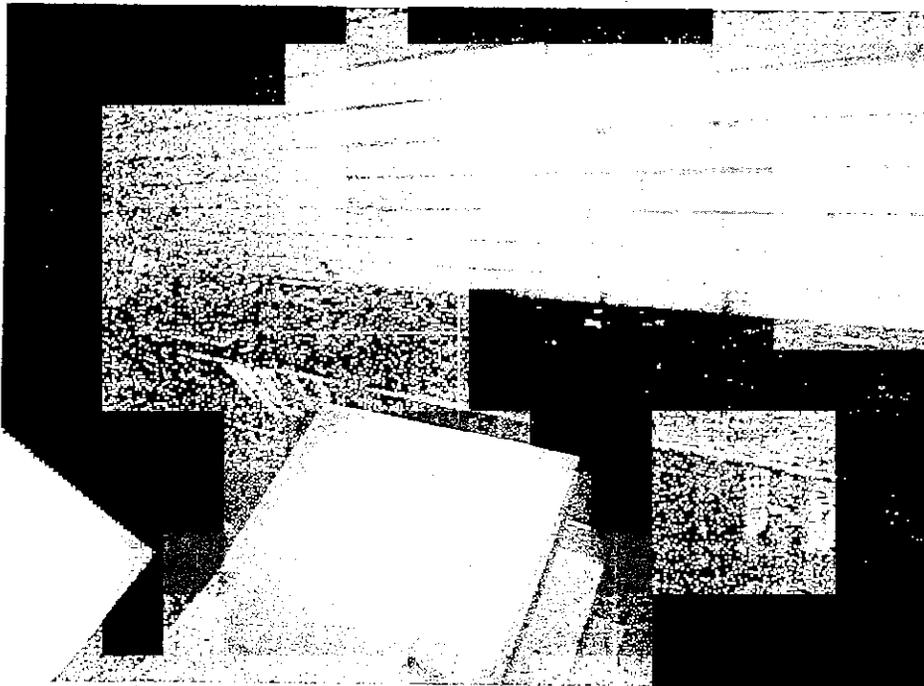
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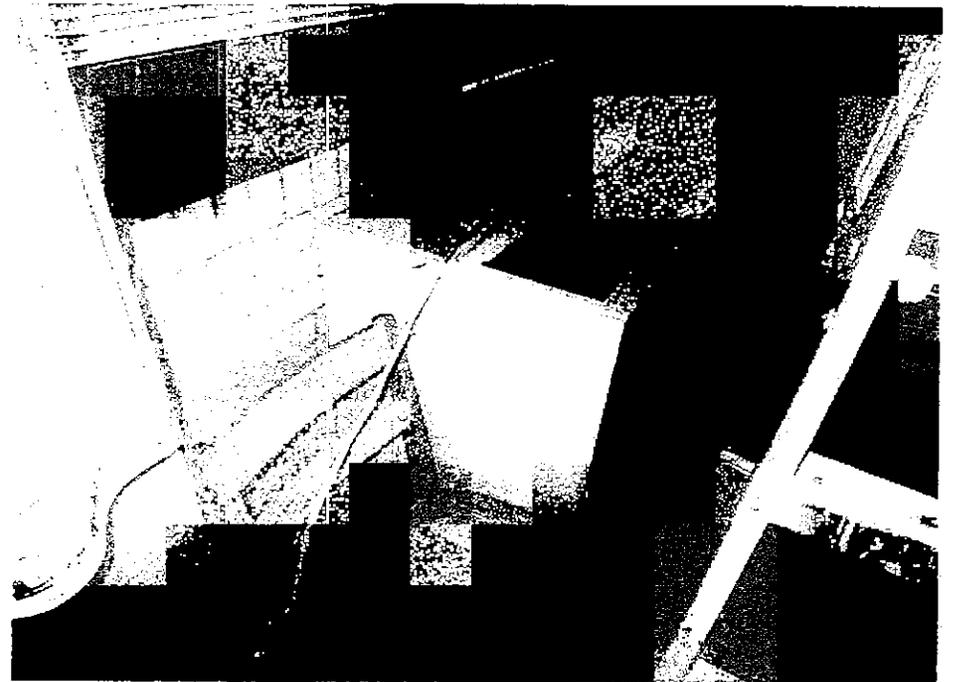
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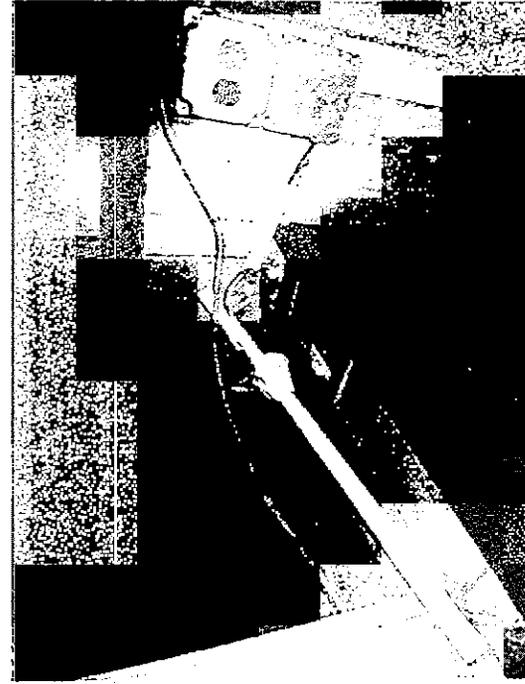
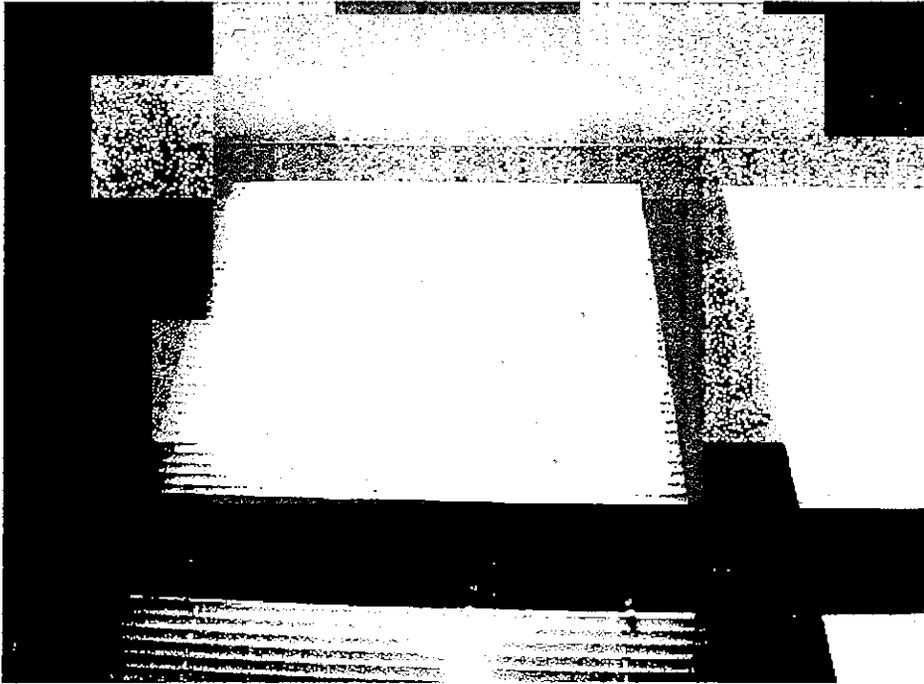
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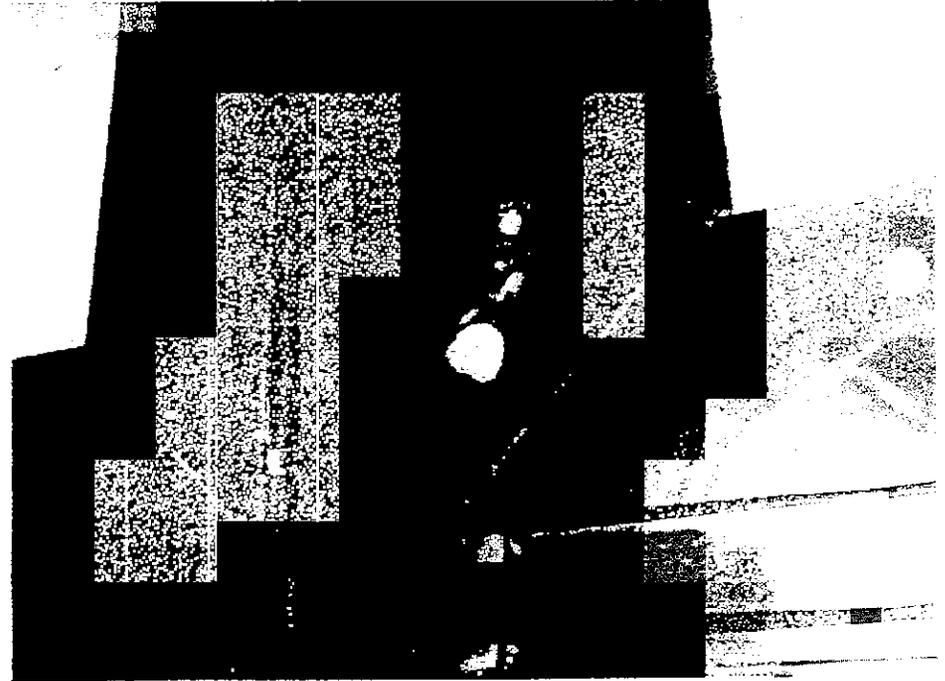
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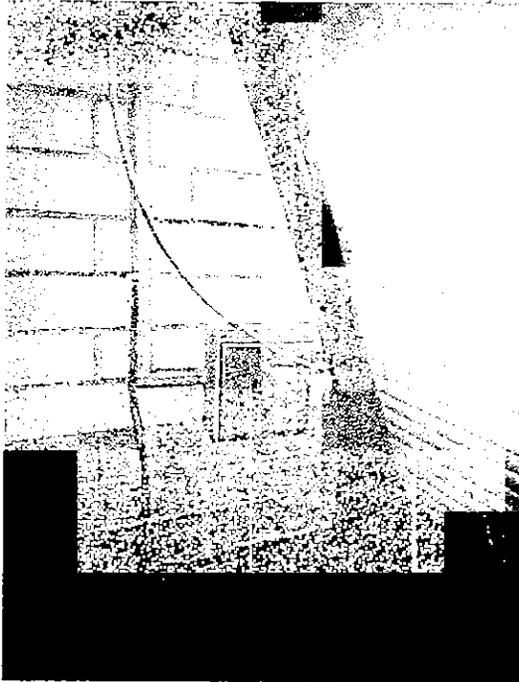
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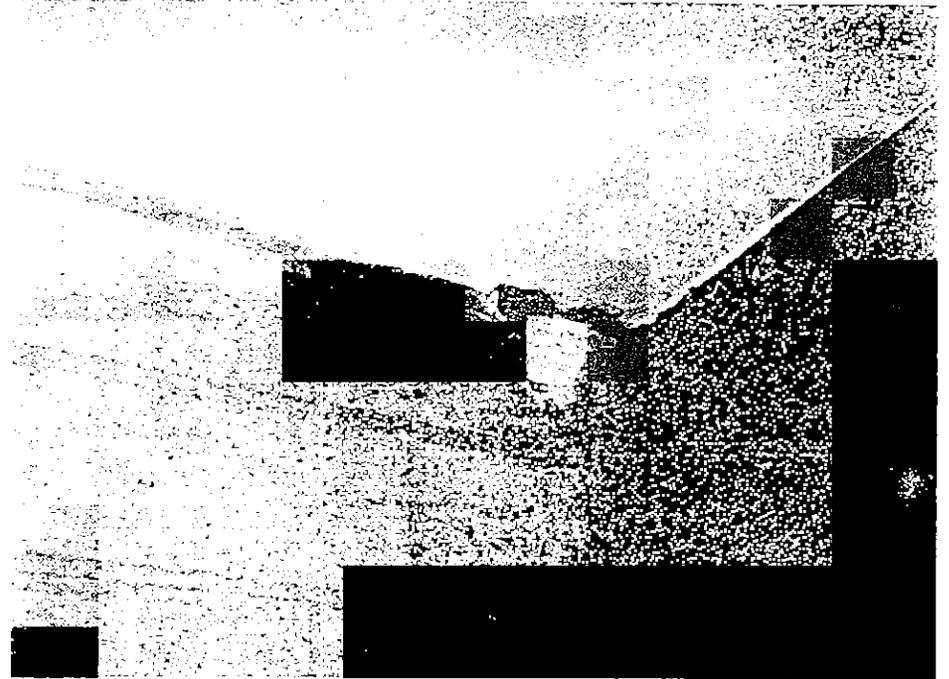
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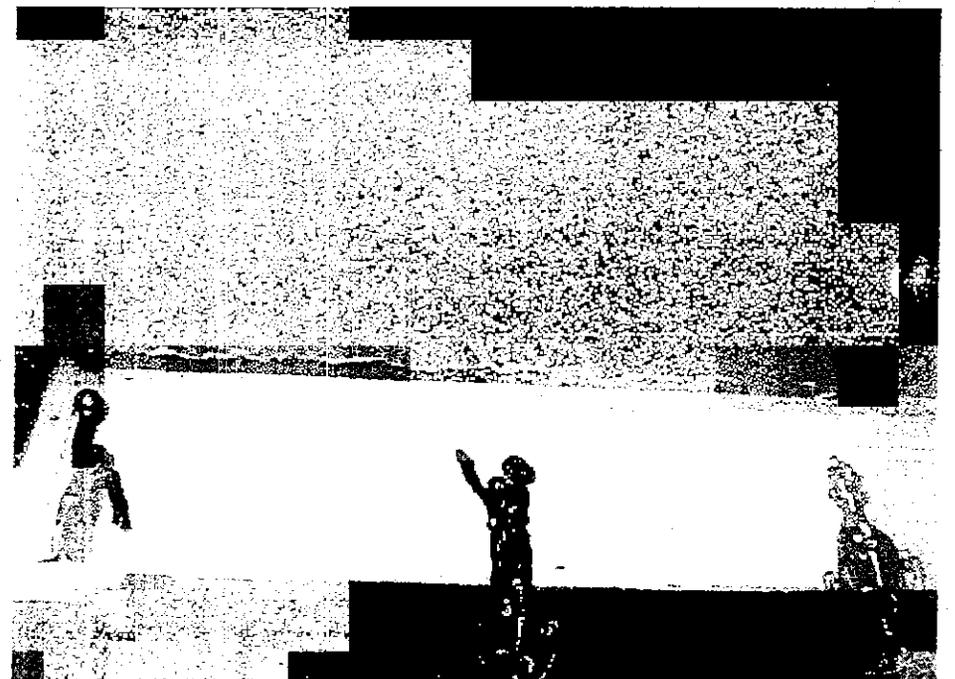
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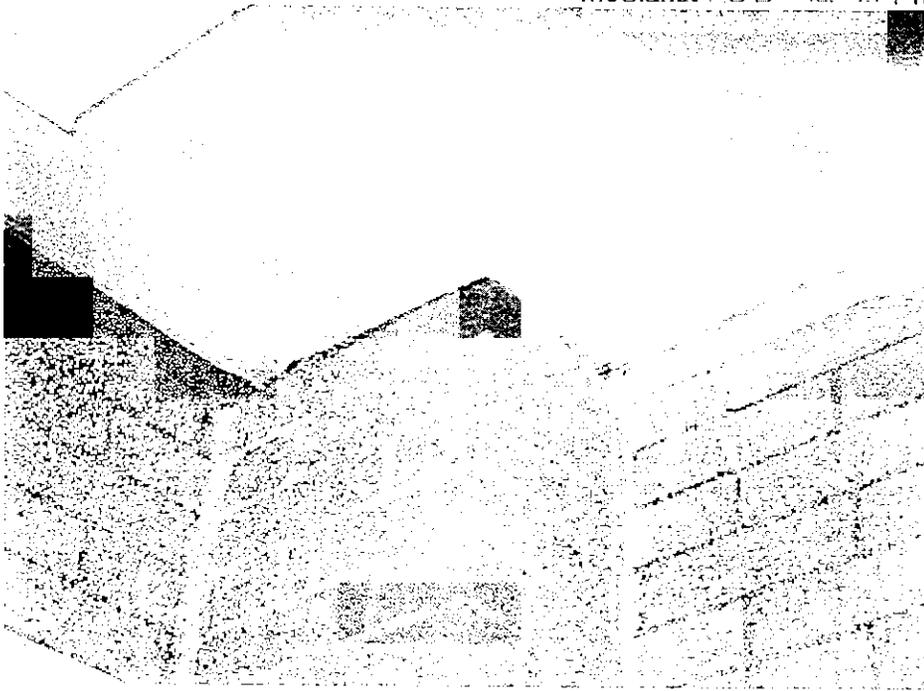
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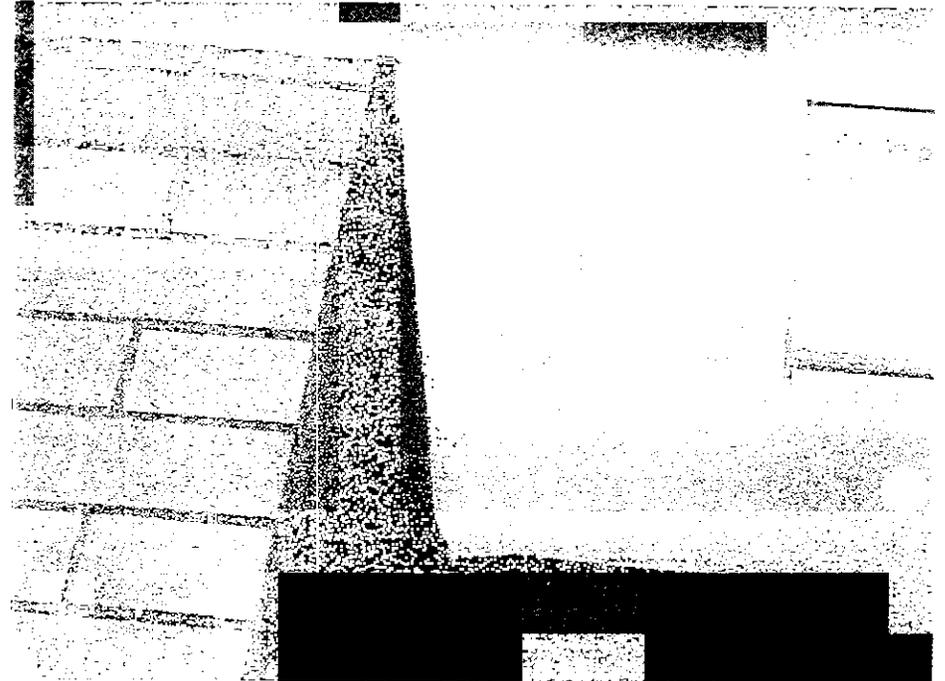
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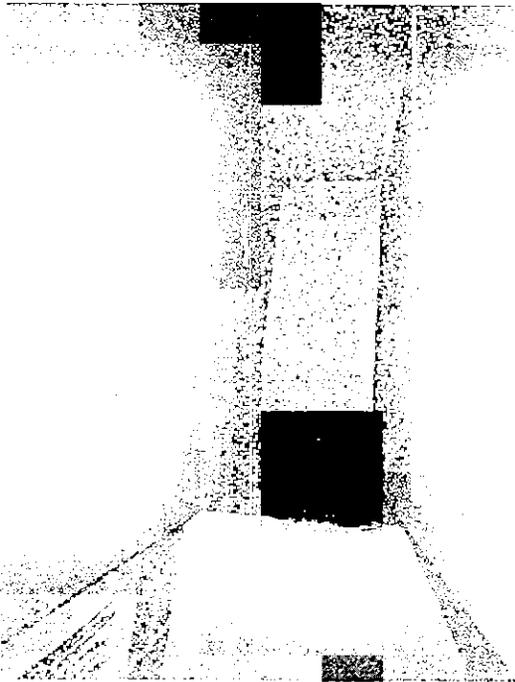
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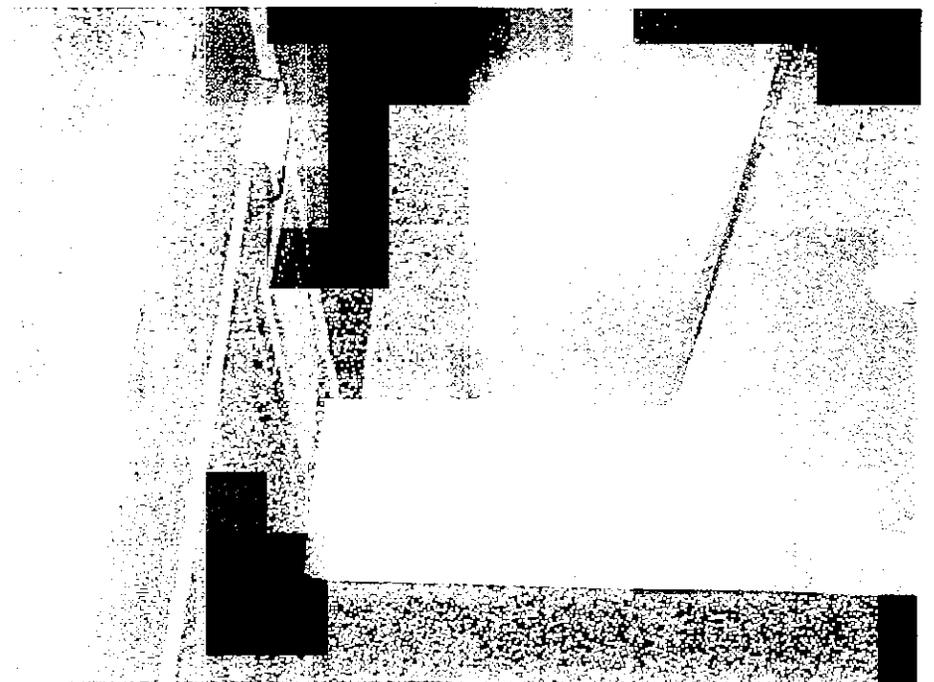
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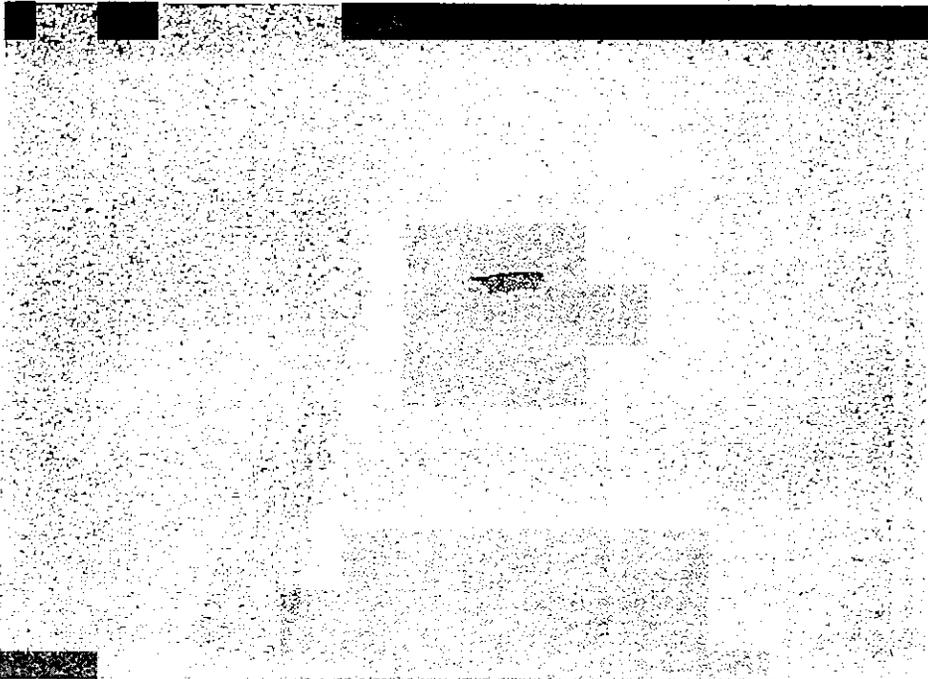
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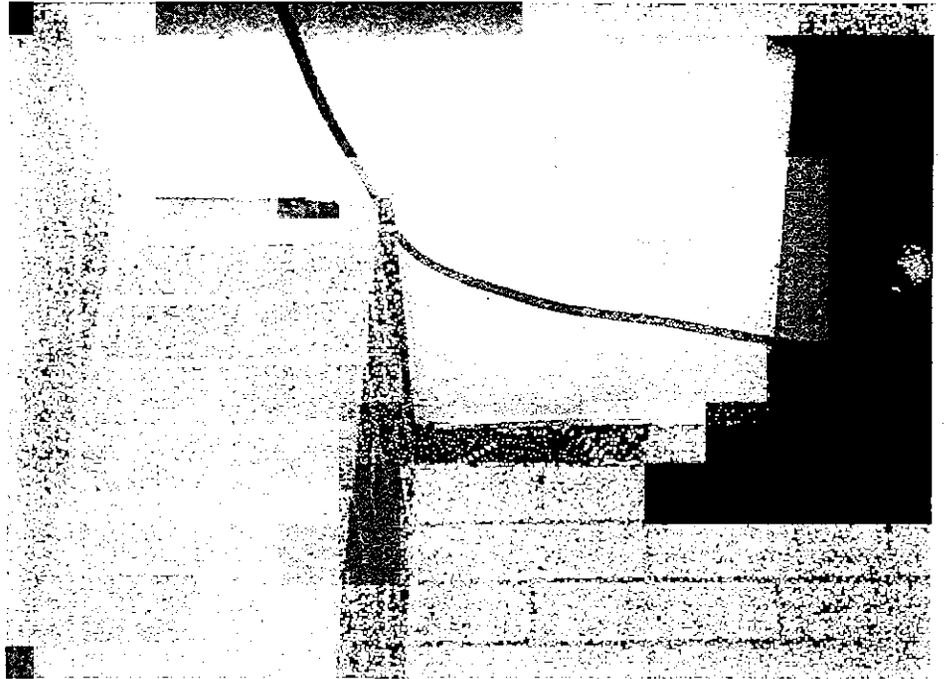
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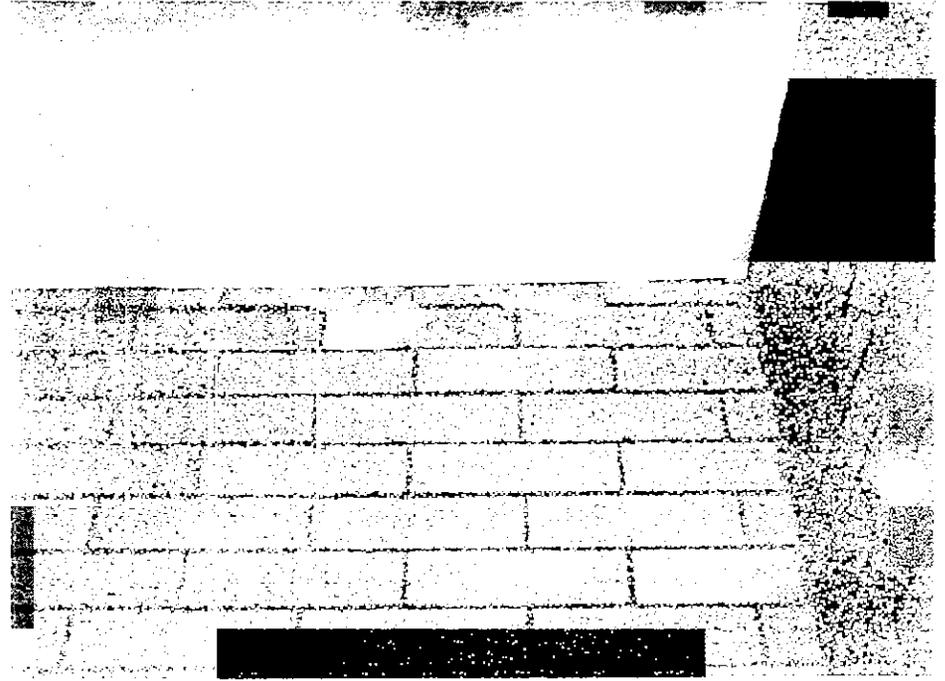
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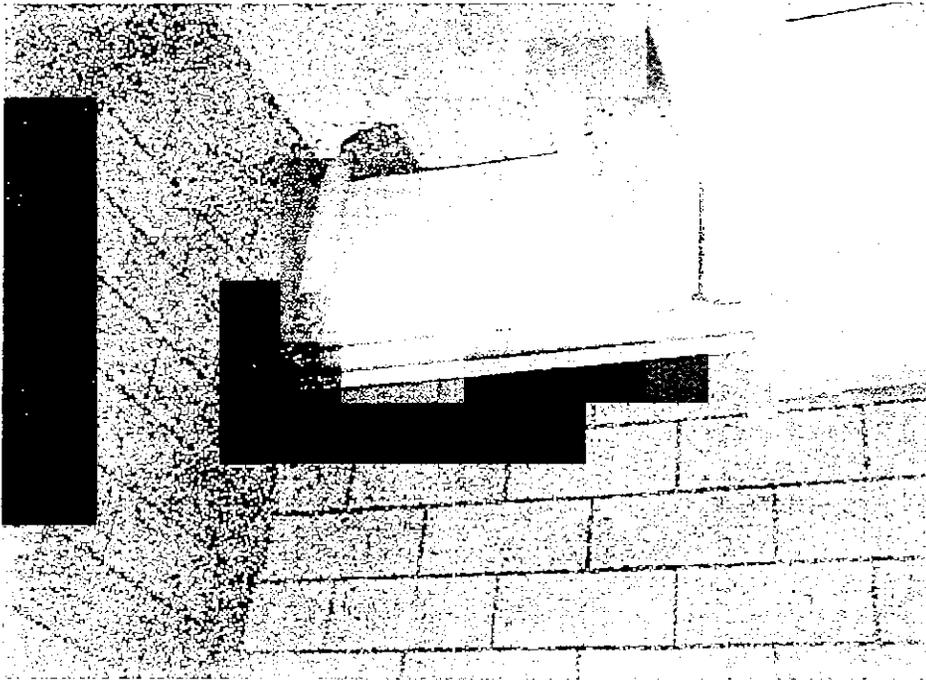
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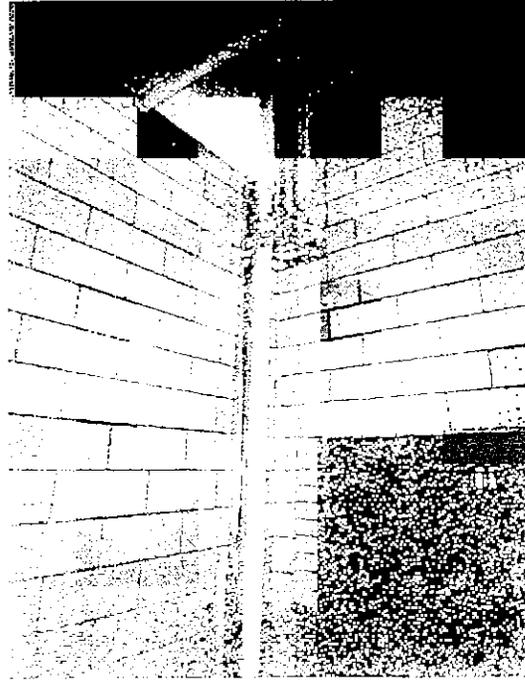
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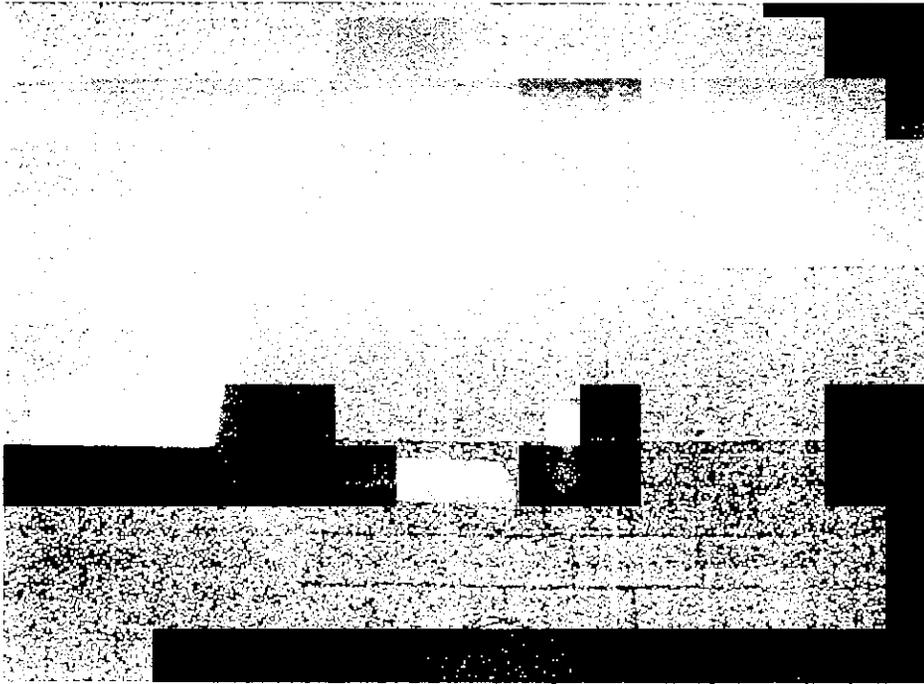
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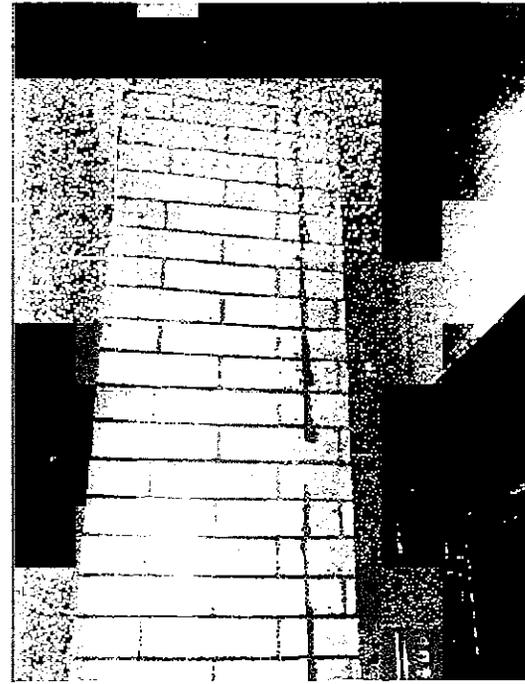
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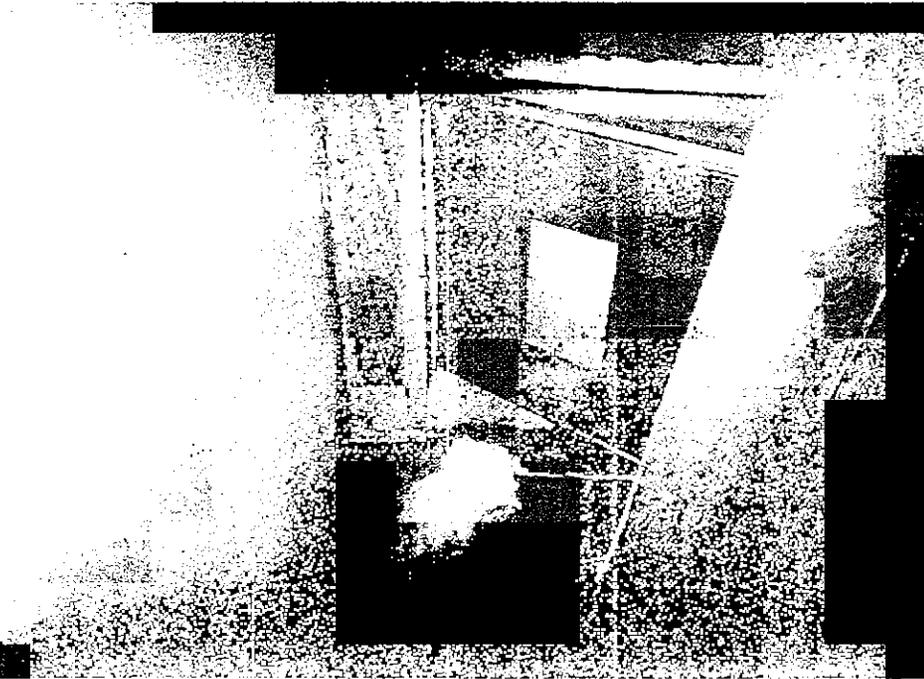
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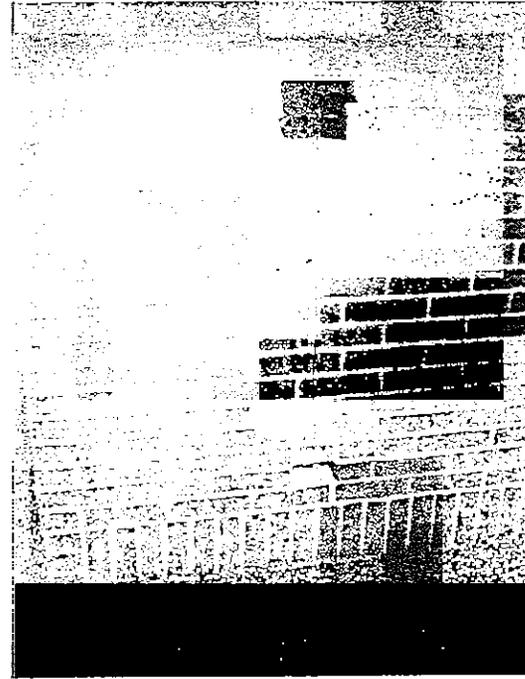
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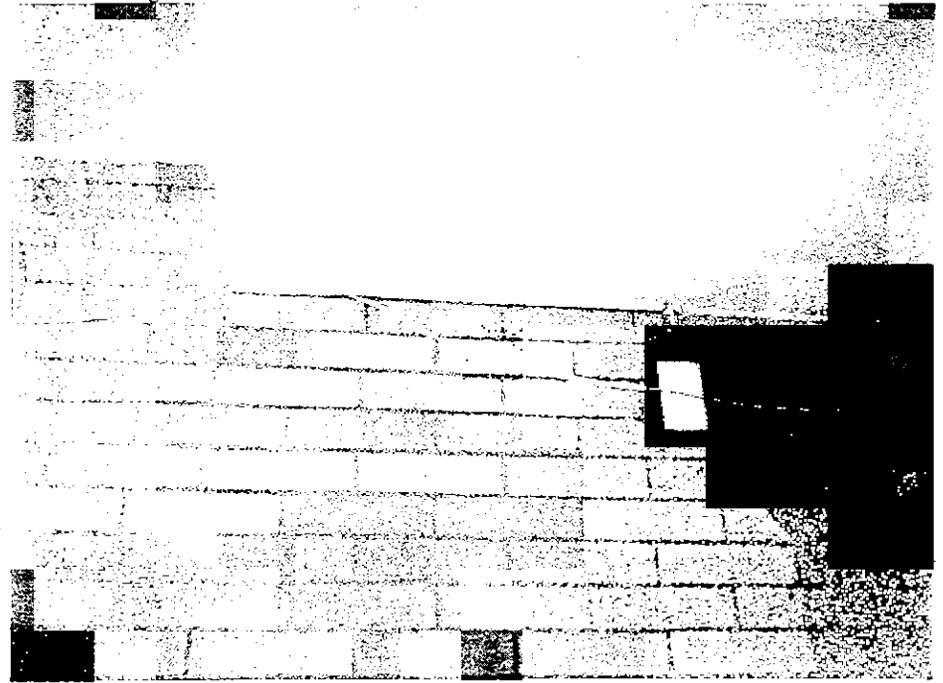
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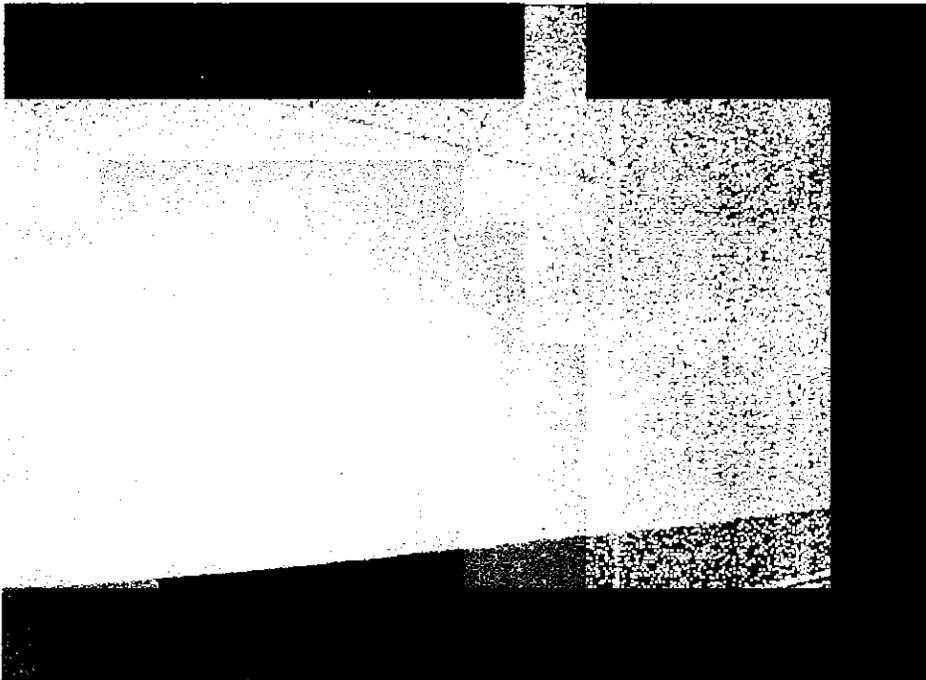
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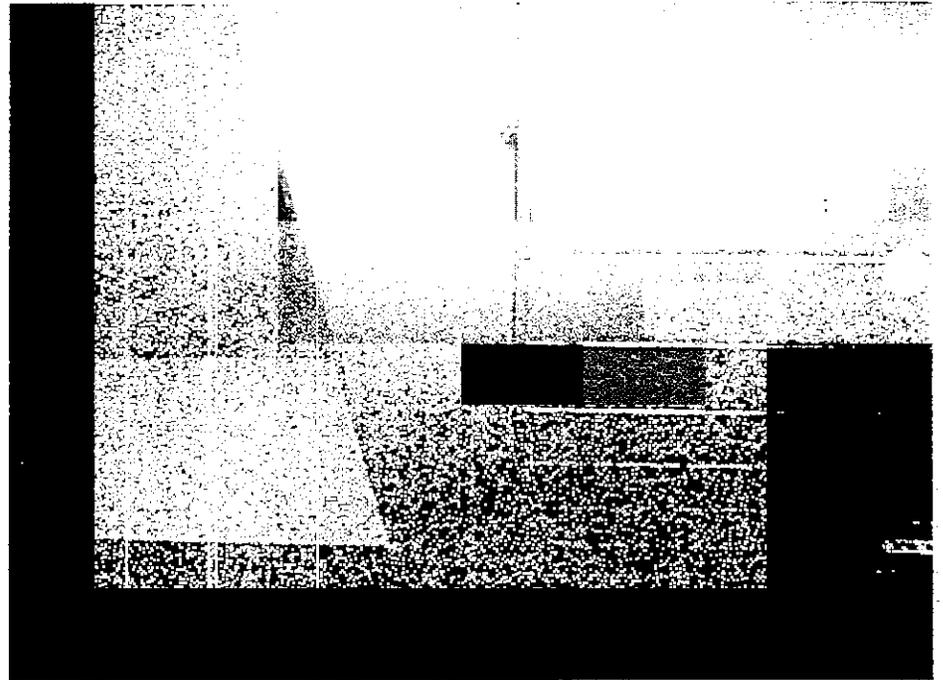
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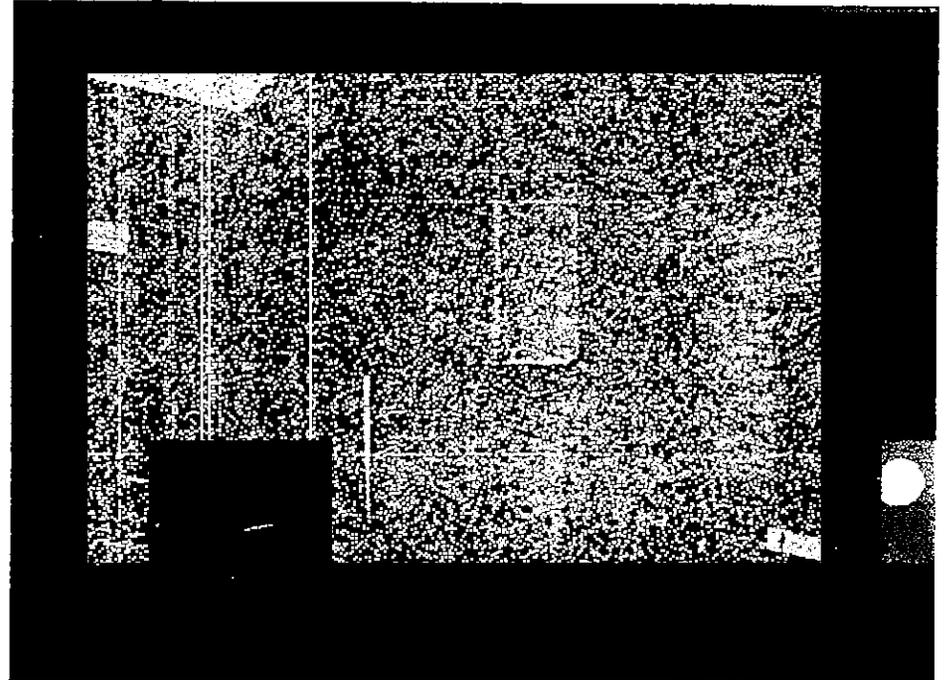
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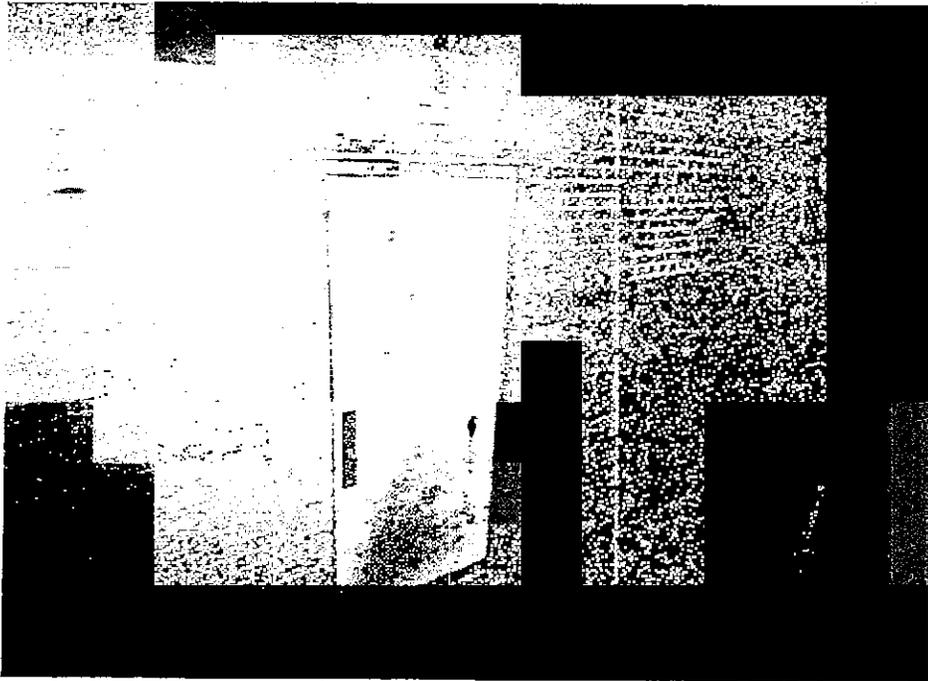
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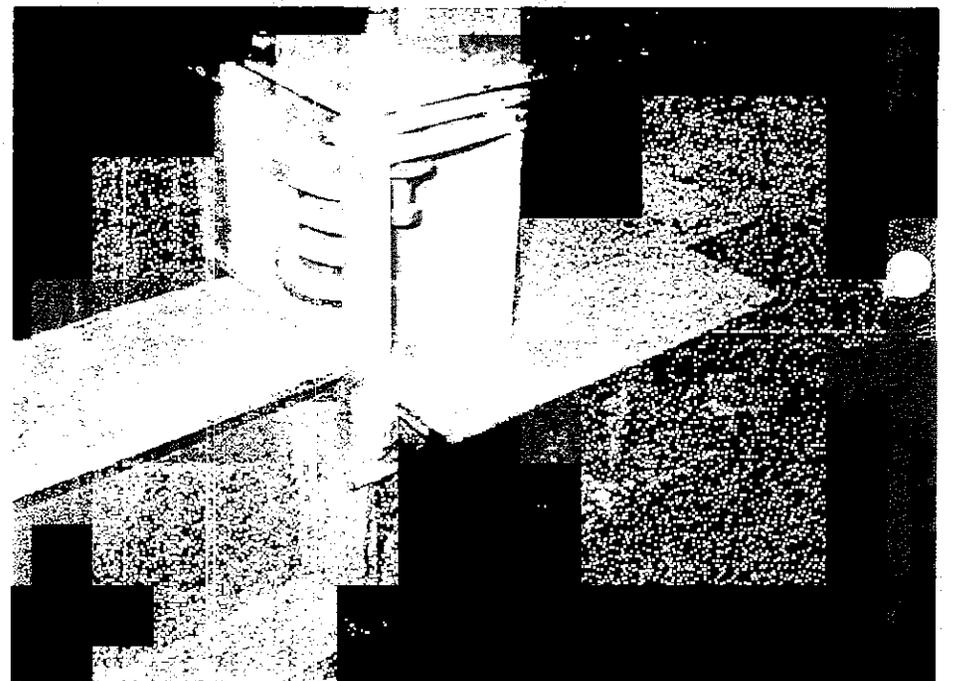
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