

Victor Central School
Board of Education
PROPOSED AGENDA
Regular Meeting, Thursday, May 14, 2020 – 5:30 PM
Virtual Meeting via YouTube Live

It is expected that, upon opening the meeting, a motion will be made to adjourn to executive session and that the virtual meeting will begin at 7:15 PM via YouTube Live at the following link: <https://youtu.be/Vvox2Y7rPN8>

✓ = *Board Action Expected*

- ✓ 1. **Meeting Called to Order by President Deborah Palumbo-Sanders**
 - ✓ • *Motion to enter executive session to discuss the employment history of a specific individuals*
 - ✓ • *Motion to return to regular session.*
 - A. **Moment of Silence**
 - B. **Pledge to the Flag**
 - C. **Greetings to Visitors**
- ✓ 2. **Approval of Agenda**
3. **Presentations/Recognitions**
 - **None at this time**
4. **Public Participation:** Due to the virtual meeting, there will be no live public participation. Please feel free to email any thoughts or comments related to the budget to VCSbudget@victorschools.org anything other than budget related items to the Superintendent at terranovat@victorschools.org. The Board will receive all thoughts and comments submitted.
- ✓ 5. **Acceptance of Consent Items (5 min.)**
 - A. **Minutes of the regular meeting of April 16, 2020 and the special meetings of April 22, 2020 and May 7, 2020 and May 12, 2020;**
 - B. **Treasurer's Report for the month ending March 31, 2020;**
 - C. **Personnel Agenda;**
 - D. **Recommendations of the Committee on Special Education from the meetings of February 3, 11, 2020, March 30, 31, 2020, April 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 30, 2020, May 1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 2020 and the Committee on Preschool Special Education meetings of April 14, 21, 28, 2020;**
 - E. **Board Members to attend standing committee meetings;**
 - F. **Accept the following donations:**
 - **\$1,500.00 from PTSA to the Victor Central School District in support of the Inquiry Program;**
 - G. **Election inspectors for the June 9, 2020 Victor Central School District Annual Vote and Election and the Victor Farmington Library Funding Vote;**
 - H. **Agreement between the Victor Central School District and SWBR Architecture, Engineering, and Landscape Architecture D.P.C for the Victor Central School District 2021 Capital Improvement Project;**
 - I. **Agreement between the Victor Central School District and Campus Construction for the Victor Central School District 2021 Capital Improvement Project;**

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Board of Education
PROPOSED AGENDA

- J. Resolution to participate in the Cooperative Bidding Program conducted by the Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates counties for the 2020-2021 school year;**
- K. Revised School Calendar for the 2020-2021 School Year; and**
- L. Appoint Lauri Boone as Community Member for District Council for the 2020-2021 and 2021-2022 school years (2 year term);**

6. A. Campus News (*Tim Terranova*)

B. Budget Update (*Tim Terranova, Jay Schickling*)

C. Adoption of the 2020-2021 School District Budget

D. First Reading of the following policies:

- **Information, Security Breach and Notification, Policy 8635**
- **Data Security and Privacy Policy, Policy 8636**

7. Meeting Report

A. Monroe County School Boards Association Committee Reports

B. Standing Committee Updates

- 8. Public Comment:** Due to the virtual meeting, there will be no live public participation. Please feel free to email any thoughts or comments related to the budget to VCSbudget@victorschools.org anything other than budget related items to the Superintendent at terranovat@victorschools.org. The Board will receive all thoughts and comments submitted.

9. Upcoming Events

A. Victor Central School District Annual Vote and Election and Victor Farmington Library Funding Vote on Tuesday, June 9, 2020 by Absentee Ballot. Absentee Ballots will be mailed to every registered voter in the Victor Central School District no later than May 27, 2020.

B. Next Regular Board Meeting, Thursday, June 11, 2020

✓ **10. Adjourn**

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION**
Unapproved Minutes of the Regular Meeting of April 16, 2020
Virtual Meeting via Zoom

CALL TO ORDER	President Deborah Palumbo-Sanders called the meeting to order at 5:34 PM.
Members Present	Karen Ballard, Tim DeLucia, Chris Eckhardt, Kristin Elliott, Debbie Palumbo-Sanders, Christopher Parks, Mike Vistocco
EXECUTIVE SESSION	A motion was made by K. Ballard, seconded by T. DeLucia, to enter executive session at 5:34 PM to discuss the employment history of specific individuals. The motion was carried. 7 yes 0 no
REGULAR SESSION	A motion was made by C. Parks, seconded by M. Vistocco, to return to regular session at 7:01 PM. The motion was carried. 7 yes 0 no
APPROVE AGENDA	A motion was made by C. Eckhardt, seconded by M. Vistocco, to approve the revised agenda for the meeting. The motion was carried. 7 yes 0 no
RECOGNITIONS	None at this time.
PUBLIC PARTICIPATION	Due to the virtual meeting there was no live participation. Community members were asked to email thoughts or comments related to the budget to VCSbudget@victorschools.org anything other than budget related items to the Superintendent at terranovat@victorschools.org .
	<u>CONSENT ITEMS</u> A motion was made by K. Ballard, seconded by K. Elliott, to approve, upon recommendation of the Superintendent, the following consent items:
MINUTES	Minutes of the regular meeting of March 11, 2020 and the special meetings of March 24, 2020, April 8, 2020 and April 14, 2020;
FINANCIAL STATEMENTS	Treasurer's Report for the month ending February 29, 2020;
PERSONNEL	The following personnel items: <i>All appointments on these pages are made in compliance with New York State Education Law relating to criminal history background clearances for new employees. Conditional clearances under that law have been requested for all new employees.</i>
	<u>Instructional</u>
Leaves of Absence:	The granting of a maternity leave and subsequent childcare leave of absence for Stacey Born , Special Education Teacher, effective approximately May 14, 2020, and extending to June 30, 2020.

VICTOR CENTRAL SCHOOL BOARD OF EDUCATION

The granting of a maternity leave and subsequent childcare leave of absence for **Jessica Sapp**, Elementary Teacher, effective approximately June 6, 2020, and extending to November 10, 2020.

Resignations: The resignation, due to retirement, of **Laura Dash**, Reading Teacher, effective June 30, 2020.

The resignation, due to retirement, of **Darlene Cowles**, English Teacher, effective June 30, 2020.

The resignation of **Scott Miller**, School Psychologist, effective August 31, 2020.

Athletics:	<u>Position</u>	<u>Name</u>	<u>Level</u>	<u>Years</u>
Track	Varsity Assistant	Leigha Tilton	5	5
	Modified B	Anthony Lupia	6	1

Non-Instructional

Appointments: The appointment of **Sarah Maslyn**, from Substitute Cleaner to Full Time Cleaner, effective March 16, 2020, at an hourly rate of \$12.18.

Per Diem and Substitute Positions:	<u>Candidate</u>	<u>Position</u>
	Sandra Allen	Food Service Helper
	Kelly Gelinas	Food Service Helper
	Anita Fickett	Food Service Helper
	Karen Lake	Food Service Helper
	Alexis Miller	Food Service Helper
	Paula Hills	Food Service Helper
	Deborah Whitehair	Food Service Helper
	Nicole Burger	Food Service Helper
	Jean Lorini-Jones	Food Service Helper

**CSE
RECOMMENDATIONS** Recommendations of the Committee on Special Education from the meetings of February 11, 13, 14, 24, 25, 26, 27, 28, 2020, March 2, 3, 4, 5, 6, 9, 10, 11, 12, 16, 20, 2020, and April 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 2020;

**BOARD MEMBER
COMMITTEE
MEETINGS** Board members to attend standing committee meetings;

VICTOR CENTRAL SCHOOL BOARD OF EDUCATION

DONATIONS

Approve the following donations:

- \$2,020.87 from Terra Science and Education, Inc. to the Primary School for a project titled Coding a Culture of Creativity and Innovation;
- \$1,500.00 from the TYLERSTRONG Foundation to the VCS Cafeteria Fund;

LEGAL NOTICE FOR THE VICTOR FARMINGTON LIBRARY VOTE

Approve the Legal Notice for the Victor Farmington Library vote taking place on Monday, June 22, 2020 as submitted;

COVID-19 EMERGENCY WORK HOURS/PAID LEAVE RESOLUTION

BE IT RESOLVED, that the Board of Education empowers the Superintendent of the period of time (or any portion thereof) in which the District remains open to staff but is mandatorily closed to students in response to the COVID-19 emergency only.

BE IT FURTHER RESOLVED, pursuant to its authority under New York General Municipal Law Section 92, that the Superintendent may place any District employee on a paid leave of absence for any portion or all days in which the District is mandatorily closed to students due to the COVID-19 emergency only.

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Superintendent of Schools to negotiate any agreements necessary in furtherance of the above.

WRITTEN AGREEMENT BETWEEN PARTIES

Approve a written agreement executed by the parties on April 14, 2020 and April 16, 2020 respectively as submitted.

The motion to accept the foregoing consent item was carried.
7 yes 0 no *(end of consent items)*

CAMPUS NEWS

Dr. Terranova welcomed everyone to the first virtual Board of Education meeting. He said he had a couple of recognitions during this unique time. The first is for all of the seniors students. He said the District feels for you right now and he knows the Board of Education is thinking about you every day. There are no other updates other than the school will remain closed until May 15th by order of the Governor. The rite of passage experiences are so important and we are making provisions and plans in case they cannot be held as scheduled. He made a special shout out to the essential workers such as food service workers, mechanics, grounds men, cleaners, transportation department and clerical workers that are coming in. He said for all the families, students and staff this is different. We will get through this together.

VICTOR CENTRAL SCHOOL BOARD OF EDUCATION

BUDGET UPDATE

Board President Debbie Palumbo-Sanders said Dr. Terranova has been leading a great team, with Mr. Schickling and Mr. Haugh, developing different approaches to the budget. Dr. Terranova said the focus of this Board meeting is to talk about where we were as a District financially before the pandemic situation. He said Mr. Schickling will be giving a review of the current state aid situation since the pandemic. Board of Education priorities will also be discussed as well as some of the efficiencies the District continues to work on. The process and budget vote has shifted and is no longer in May. The budget vote will be somewhere after June 2, 2020. The Board will not officially adopt a budget until early to mid-May. Dr. Terranova provided a summary of where the District is financially. Currently the District has a significantly low tax rate, \$8.00 less than the Monroe County average. Victor has the lowest per pupil expenditure of any school district in New York State. He said one of the other issues that makes the budget challenging is the District does not receive sales tax as part of the school district revenue. Monroe and Wayne County schools do receive sales tax. Dr. Terranova said they are talking to Ontario County leadership about this. He said the District is in a tough situation with state aid. Victor has experienced a 12% increase in enrollment in the last decade. Other schools have had a 6% - 21% decrease in enrollment. School aid formulas, that are based on enrollment, were frozen over a decade ago resulting in a substantial negative impact to Victor in particular. The percentage of foundation aid for Victor is roughly 61% less than should be received and the District does not get sales tax either. Victor cannot offer the same level of programs and services as comparable districts without additional funding. Dr. Terranova said that reserve funds have been utilized in the past to stabilize budgets because the District was not getting fully funded aid. The balances are critically low, significantly lower than average Wayne-Finger Lakes school districts. They are critically low in areas that are critically important, for example tax certiorari. The District has between \$1 million and \$2 million in potential assessment challenges with only \$300,000 - \$400,000 in reserves for this area. Dr. Terranova said Victor is currently understaffed in multiple areas. Students and staff are feeling the effects such as cleaning, computer support, counseling, network technician and security. He said the bottom line is we have a number of understaffed positions and because the District does not have any sales tax that is supporting the District and the foundation aid formula works specifically against the District we really need to look at taxes to increase revenue.

Assistant Superintendent of Business, Jay Schickling, provided a brief overview of New York State's budget as it pertains to Victor Central Schools and the state aid. Mr. Schickling said there are two different categories of state aid. One is expenditure driven state aide. This is

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BUDGET UPDATE continued

where the District is reimbursed a certain percentage of the amounts that is spent. Examples of this would be building aid for capital projects and transportation aid. The other is foundation aid, which was the formula that was frozen in 2008 based the school enrollment at that time. This year, before the COVID crisis the District stood to receive an increase in foundation aid of \$480,000. However the state budget that was passed on April 1st froze the foundation aid so there would not be an increase from the current year. At best case scenario the District will receive the same amount of state aid as they received this year. This will be a loss of \$480,000 in additional state aid. Also, for the first time the state budget gives the Executive Branch of the government the ability to make mid-year aid reductions based upon the performance of the New York State budget. There are three different time periods in which the Department of Budget will be analyzing the budgets performance and if, in their estimation, the budget is not performing as they plan, for instance if the tax revenue statewide is lower than they would have anticipated, the Executive Branch can make the determination that whatever the gap is can be withheld from state agencies including school aid. Mr. Schickling said there stands a potential for a reduction of up to \$1.6 billion, which would be equivalent to 9% of all foundation aid. He said the District could find this out at the end of any of the three measurement periods, April 1-April 30, May 1-June 30, and July 1-December 31. There is no way to determine what the districts stand to lose until the measurement periods are complete. The potential mid-year reduction could be a loss from anywhere between \$0 - \$2 million. Mr. Schickling said in the potential worst case of state aid, the District is reliant upon property taxes for 66% of its current budget. If New York State reduces the foundation aid to the extent possible, the District could be reliant upon property taxes for 70% of its total revenue.

Dr. Terranova went over the Board of Education priorities. These priorities include maintaining existing programs, services and class sizes by insulating the District's finances against the mid-year state reductions, avoid further depletion of already critically low reserves, and identify and realize operational efficiencies. Dr. Terranova said it is important to understand the needs of the community. Right now large numbers of people and families are struggling financially. Mr. Schickling said regardless of the revenue status, the administrative team is working to realize \$100,000 in efficiencies in improved practices in operations, instruction and student activities.

Assistant Superintendent for Personnel, Jim Haugh talked about the tremendous amount of work the staff is doing with the student body. He said the administrators are doing a wonderful job in recognizing efficiencies. The proposed budget includes new positions for Special

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BUDGET UPDATE continued

Education, English Language Learners, and School Counseling as dictated by minimum acceptable staffing ratios. It includes additional costs shifted by the 2020-2021 state budget to school districts to support special education expenses. It includes health care premium increases and an increased contribution rate to the Teacher Retirement System. Mr. Haugh reminded everyone that those who have watched budget proposals over the last couple of months have seen multiple different formats including different positions. The Board is looking to revert back to the essential English Language Learner and School Counselor recommendation. With the proposed budget existing programs will be protected and a focus will remain on limited areas where mandates dictate. Equipment and supplies will only increase by inflation. Some of the areas where there are increases are health related services and educational services for high need students. The increase in the employee benefits was a market increase in healthcare premiums as well as an increase in the District's obligation for the Teacher Retirement System. One of the items that came through the state budget was the Committee on Special Education placement student costs being shifted. Mr. Haugh said this is overall a little over a 6% increase in the budget.

Mike Vistocco left the meeting at 7:53 PM.

Mr. Schickling said the revenue structure is based on the best projection for state aid. The projected tax rate would be \$17.14 per \$1000, which is a tax rate increase of roughly 7.8%. He said a homeowner with the star rebate would be less than an additional \$20 a month for a \$200,000 home. Superintendent Terranova reminded everyone the current tax rate is \$15.90 per \$1000, which is the lowest for school districts in our area. He said before the pandemic they talked about exceeding the tax cap higher than this. Due to the pandemic and the situation in the community, nation, and world the District has worked with the Board recommending less of a rate increase than before. He said going back to the Board parameters they wanted to focus on maintaining excellent programming and class sizes. They also wanted to make sure the District did not have to dip into the already low reserves. A tax rate of \$17.14 will still be one of the lowest of school districts our size.

Dr. Terranova said one of the the next steps is to obtain public feedback. The feedback goes to the Board of Education as well as to the Superintendent. He said the Board has the fiduciary oversight for the District. The feedback is information the Board can use to help with their decision. Dr. Terranova said on the Victor Central School District website, under budget, are a list of questions that have already been

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BUDGET UPDATE Continued

asked along with the responses. Board President Palumbo-Sanders said the Board has been increasing and decreasing the budget during discussion. Due to all of the changes in the state the Board kept changing as to where they think it is best for the District. She said this is not a final number. Mr. DeLucia said the Board wants to maintain existing programming so we can offer our students the best programs and services that are possible. He said it's not going to be easy in this environment because we know that people are losing their jobs. He said we don't know how long this pandemic environment will continue. He said the Board will do their very best to meet the priorities going forward. Dr. Parks said he would like to add a debt of gratitude to Dr. Terranova, Mr. Schickling and Mr. Haugh navigating through this every changing landscape that is coming from Albany. He said in agreeing with Mr. DeLucia the Board is committed to doing whatever they can and have to do to maintain services, programs and class sizes. Dr. Parks also said he as a parent, thank you to the educators, the teachers and staff. He said with children at home he sees what a great job the teachers and staff are doing to stay connected with students and to deliver instruction. He said we are Victor strong.

RESCIND TRIPS

A motion was made by C. Eckhardt, seconded by K. Elliott to rescind the following trips:

- Varsity Cheerleading to Orlando, FL from 3/19/2020-3/23/2020 to participate in National Competition, which was approved by the Board of Education on 6/13/19;
- Varsity Baseball to Myrtle Beach, SC from 4/3/2020-4/13/2020 to participate in the Ripkin Experience, which was approved by the Board of Education on 10/10/19;
- Grade 9-12 DECA to Nashville, TN from 4/29/2020 – 5/3/2020 to participate in the International DECA Conference, which was approved by the Board of Education on 10/10/19;
- Senior Class of 2020 to New York City from 3/26/2020 – 3/28/2020, which was approved by the Board of Education on 10/10/19;
- Varsity Softball to Herkimer, NY from 5/1/2020 – 5/3/2020 to participate in a tournament, which was approved by the Board of Education on 10/10/19;
- Victor Indoor Percussion Ensemble to Northern Kentucky University from 3/20/2020-3/22/2020 to participate in the Winter Guard International Mid-East Percussion Power Regional, which was approved by the Board of Education on 11/14/19;
- Victor Indoor Percussion Ensemble to the University of Dayton, OH from 4/15/2020-4/19/2020 to participate in the Winter Guard International Percussion World Championships, which was approved by the Board of Education on 11/14/19;

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RESCIND TRIPS Continued

- Varsity Winter Guard to Bethlehem, PA from 3/20/2020-3/22/2020 to participate in the Winter Guard International Regional Competition, which was approved by the Board on 12/12/19;
 - Varsity Winter Guard to Dayton, OH from 4/1/2020-4/5/2020 to participate in the Winter Guard Regional Competition, which was approved by the Board of Education on 12/12/19;
 - Outdoor Activities Club, grades 9-12, to the Adirondack Mountains from 5/14/2020 – 5/17/2020, which was approved by the Board of Education on 1/16/2020;
 - Grade 9-12 Art Club to Pittsburgh, PA from 4/23/2020-4/23/2020, which was approved by the Board of Education on 2/13/2020;
- The motion was carried. 6 yes 0 no.

MEETING REPORTS Monroe County School Boards Association

Mike Vistocco returned 8:02 PM .

Mr. DeLucia said Monroe County School Board Association has been cancelling all meetings. They have not done any virtual meetings yet, however the request was sent out to see who was interested. Mr. Delucia said he was interested in the MCSBA virtual meetings.

PUBLIC COMMENT

Due to the virtual meeting there was no live participation. Community members were asked to email thoughts or comments related to the budget to VCSbudget@victorschools.org anything other than budget related items to the Superintendent at terranovat@victorschools.org.

UPCOMING EVENTS BOCES Budget Administrative Budget Vote and Election

A special Board of Education meeting will be held at 8:00 AM on April 22, 2020 to vote on the BOCES administrative budget, and the election of Board members The meeting will take place virtually on YouTube Live.

Regular Board Meeting

The next regular Board meeting will take place on Thursday, May 14, 2020, virtually on YouTube Live.

ADJOURN

A motion was made by T. Delucia, seconded by K. Ballard, to adjourn the meeting at 8:06 PM. The motion was carried. 7 yes 0 no

Respectfully submitted,

Maureen A. Goodberlet
District Clerk

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION**

**Unapproved Minutes of the Special Meeting of April 22, 2020
Virtual Meeting via Zoom**

CALL TO ORDER Deborah Palumbo-Sanders called the meeting to order at 8:05 AM.

Members Present Karen Ballard, Tim DeLucia, Kristin Elliott, Debbie Palumbo-Sanders,
Members Absent Chris Eckhardt, Christopher Parks, Mike Vistocco

APPROVE AGENDA A motion was made by K. Elliott, seconded by K. Ballard, to approve the agenda for the meeting. The motion was carried. 4 yes 0 no

BOCES BOARD CANDIDATES A motion was made by T. DeLucia, seconded by K. Ballard, that the Board of Education of the Victor Central School District cast one vote for Michael Ellis to a seat on the Wayne-Finger Lakes BOCES Board for a three-year term effective July 1, 2020. The motion was carried. 4 yes 0 no

A motion was made by T. DeLucia, seconded by K. Ballard, that the Board of Education of the Victor Central School District cast one vote for Jeffrey Morehouse to a seat on the Wayne-Finger Lakes BOCES Board for a three-year term effective July 1, 2020. The motion was carried. 4 yes 0 no

A motion was made by T. DeLucia, seconded by K. Ballard, that the Board of Education of the Victor Central School District cast one vote for Anne Morgan to a seat on the Wayne-Finger Lakes BOCES Board for a three-year term effective July 1, 2020. The motion was carried. 4 yes 0 no

BOCES BUDGET A motion was made by T. DeLucia, seconded by K. Ballard, that the Board of Education of Victor Central School District, at its April 22, 2020 meeting, approved the 2020-2021 tentative administrative budget (Part 1) of the Wayne-Finger Lakes Board of Cooperative Educational Services in the amount of \$3,523,949.

Dr. Terranova clarified the budget the Board is voting on is not the Victor School District Budget. District Clerk Maureen Goodberlet said that is correct. The budget being voted on today is the tentative administrative budget for Wayne-Finger Lakes (WFL) BOCES. Dr. Terranova said every component district in WFL BOCES needs to vote on this.

The motion was carried. 4 yes 0 no

ADJOURN A motion was made by K. Ballard, seconded by K. Elliott, to adjourn the meeting at 8:11 AM. The motion was carried. 4 yes 0 no

Respectfully submitted,

Maureen A. Goodberlet
District Clerk

**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION
Unapproved Minutes of the Special Meeting of May 7, 2020
Virtual Meeting via Zoom**

CALL TO ORDER Deborah Palumbo-Sanders called the meeting to order at 7:31 AM.

Members Present Tim DeLucia, Kristin Elliott, Christopher Parks, Debbie Palumbo-Sanders,
Mike Vistocco

Members Absent Karen Ballard, Chris Eckhardt,

APPROVE AGENDA A motion was made by T. Delucia, seconded by C. Parks, to approve the agenda for the meeting. The motion was carried. 5 yes 0 no

LEGAL NOTICE A motion was made by M. Vistocco, seconded by K. Elliott, to approve the 2020-2021 Budget Hearing and Annual Vote and Election Legal Notice. The motion was carried. 5 yes 0 no

ADJOURN A motion was made by M. Vistocco, seconded by C. Parks, to adjourn the meeting at 7:33 AM. The motion was carried. 5 yes 0 no

Respectfully submitted,

Maureen A. Goodberlet
District Clerk

RESOLUTION

TREASURER'S REPORTS

RESOLVED That, upon the recommendation of the Superintendent, the following Treasurer's reports for the month ending March 31, 2020 be accepted.

- I. GENERAL FUND
- II. EXTRACLASS ACTIVITY REPORT
- III. SCHOOL LUNCH FUND
- IV. TRUST & AGENCY FUND
- V. SPECIAL AID FUND
- VI. CAPITAL FUND - 29M PROJECT



TREASURER'S REPORT

GENERAL FUND

I.

3/1/2020

27,488,666.51

RECEIPTS:

ACCOUNTS RECEIVABLE	0.00
TAXES (INCLUDING LIBRARY TAX)	0.00
STATE AID	7,703,772.52
INTEREST & PENALTIES ON TAXES	0.00
ADMISSIONS	50.05
IN LIEU OF TAXES	273,699.70
INTEREST AND EARNINGS	59,763.21
BUILDING USE	131.25
REFUND PRIOR YEARS EXPENSE	511.38
USE OF BUSES	1,980.13
MISC.	9,728.00
DUE FROM OTHER FUNDS	333,747.00
TUITION	0.00
INSURANCE RECOVERY	8,809.32
MONROE CO. SALES TAX	0.00
WAYNE CO. SALES TAX	0.00
MEDICAID	13,809.63

TOTAL RECEIPTS	8,406,002.19
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TOTAL RECEIPTS & BAL.	35,894,668.70
DISBURSEMENTS	5,967,223.46

BAL. ON HAND 03/31/20	29,927,445.24
<u>BANK RECONCILIATION</u>	

BAL./BANK STATEMENT	838,110.47
IN TRANSIT	0.00
BANK ERROR	0.00
LESS CHECKS OUTSTANDING	797,583.59
RETURNED CHECKS	0.00
DEPOSIT IN TRANSIT	0.00

BAL. IN NOW ACCOUNT/CDGA NAT.	40,526.88
BAL. IN CERTIFICATES/MM	29,886,918.36
RETURNED CHECKS - FIVE STAR TAX ACCOUNT	0.00
IN TRANSIT	0.00
IN TRANSIT	0.00
IN TRANSIT	0.00

TOTAL BALANCE	3/31/2020	29,927,445.24
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LYNNE LUBASZEWSKI
DISTRICT TREASURER



EXTRACLASS TREASURER'S REPORT

II.

3/31/2020

0.00

ACTIVITIES	BEG. BAL.	RECEIPTS	TOTAL	DISBURSMTS	END. BAL.
CLASS OF 2019	0.00	0.00	0.00	0.00	0.00
CLASS OF 2020	5,067.59	0.00	5,067.59	0.00	5,067.59
CLASS OF 2021	10,206.76	0.00	10,206.76	4,260.88	5,945.88
CLASS OF 2022	2,148.28	0.00	2,148.28	0.00	2,148.28
CLASS OF 2023	0.00	0.00	0.00	0.00	0.00
AQUATIC L.	3,274.45	85.30	3,359.75	1,807.85	1,551.90
ART CLUB	308.36	0.00	308.36	69.02	239.34
BUSINESS CLUB	10,585.16	8,171.33	18,756.49	11,214.54	7,541.95
DRAMA CLUB	9,913.97	6,094.00	16,007.97	11,997.30	4,010.67
FRENCH CLUB	6,252.41	16,806.19	22,858.60	1,543.79	21,314.81
GO GREEN GARDEN TEAM	96.27	0.00	96.27	0.00	96.27
GLOBAL COMPETENCY	636.55	0.00	636.55	0.00	636.55
INTERNATIONAL CLUB	253.02	0.00	253.02	0.00	253.02
J.H. MUSICAL	47,596.58	2.79	47,599.37	23,960.95	23,638.42
J.H. STORE	1,273.44	0.00	1,273.44	35.44	1,238.00
J.H. ST. CO.	4,732.96	3.62	4,736.58	172.48	4,564.10
J.H. YEARBOOK	26.43	0.00	26.43	0.00	26.43
KEYCLUB	4,271.00	0.00	4,271.00	0.00	4,271.00
MANUFACTURING SYSTEMS	0.26	0.00	0.26	0.00	0.26
MEDICAL EXPLORERS	160.75	0.00	160.75	0.00	160.75
MENTORING CLUB	4,505.78	0.00	4,505.78	0.00	4,505.78
N.H.S.	2,046.59	0.00	2,046.59	0.00	2,046.59
OUTDOOR ACTIVITY	736.48	405.00	1,141.48	0.00	1,141.48
POSITIVE SCHOOL CLIMATE	5,420.38	1.11	5,421.49	173.91	5,247.58
SALES TAX	0.00	472.55	472.55	472.55	0.00
SEAS	581.00	0.00	581.00	0.00	581.00
S.H. ORCHESTRA	11,981.59	300.00	12,281.59	3,101.80	9,179.79
SH SCHOOL STORE	4,673.76	268.72	4,942.48	608.88	4,333.60
S.H. ST. CO.	9,835.94	10.27	9,846.21	64.87	9,781.34
SH YEARBOOK	8,965.09	0.00	8,965.09	12.98	8,952.11
SPANISH CLUB	2,484.68	6.71	2,491.39	134.30	2,357.09
TRI-M HONOR SOCIETY	1,287.50	0.00	1,287.50	0.00	1,287.50
VICTOR CARES	6,965.06	0.00	6,965.06	0.00	6,965.06
TOTALS	166,288.09	32,427.59	198,715.68	59,631.54	139,084.14
BAL/BANK	142,837.78				
CKS OUT	3,783.54		3/31/2020		139,084.14
INT. NOT POSTED	11.60				
BANK ERROR	25.00				
RETURNED CHECKS	66.50				
IN TRANSIT	0.00				
BAL. 03/31/2020	139,084.14				

Betty Post, Extraclass Treasurer



TREASURER'S REPORT

SCHOOL LUNCH

III.

BALANCE ON HAND 03/1/2020 631,461.38

RECEIPTS:

ACCOUNTS RECEIVABLE	0.00
A LUNCHES	28,011.50
A BREAKFAST	1,867.50
OTHER SALES	27,831.58
SALES TAX	145.22
INTEREST POSTED	44.99
REFUND PRIOR YEAR EXPENSE	0.00
MISC	0.00
STATE AND FEDERAL AID	47,792.00

TOTAL RECEIPTS 105,692.79

TOTAL RECEIPTS AND BAL. 737,154.17

DISBURSEMENTS 127,039.71

BALANCE ON HAND 3/31/2020 610,114.46

BANK RECONCILIATION

BAL. PER BANK STATEMENT 03/31/2020 AND CD'S 610,114.46

IN TRANSIT	0.00
BANK ERROR	0.00
IN TRANSIT ON LINE PAYMENTS	0.00
RETURNED CHECK	0.00
OUTSTANDING CHECKS	0.00

BALANCE IN SCHOOL LUNCH FUND 610,114.46

LYNNE LUBASZEWSKI
DISTRICT TREASURER



BALANCE ON HAND 03/01/2020	634,917.39
TOTAL RECEIPTS:	<u>3,973,502.69</u>
TOTAL RECEIPTS AND BAL.	4,608,420.08
DISBURSEMENTS:	<u>3,990,074.54</u>
ENDING BALANCE 03/31/2020	<u><u>618,345.54</u></u>

BANK RECONCILIATION

BAL. PER STATEMENT	TRUST & AGENCY ACCOUNT	771,357.67
P/R INTEREST-CNB		0.55
P/R INTEREST-FIVE STAR		5.43
OUTSTANDING CHECKS		149,605.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		1,000.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		17.61
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		2,101.75
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		100.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		193.75
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
IN TRANSIT (BENEFIT RESOURCE PAYMENTS)		0.00
BAL. IN T & A ACCOUNT	3/31/2020	<u><u>618,345.54</u></u>

PAYROLL ACCOUNT...BAL. PER BANK STATEMENTS	30,444.04
LESS INTEREST NOT POSTED	0.55
IN TRANSIT TO GENERAL	0.00
DEPOSIT IN TRANSIT	0.00
BANK ERROR	<u>0.00</u>
BALANCE IN PAYROLL ACCOUNT	<u><u>30,443.49</u></u>

OUTSTANDING CHECKS IN PAYROLL ACCOUNT	<u><u>30,443.49</u></u>
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LYNNE LUBASZEWSKI
DISTRICT TREASURER

TREASURER'S REPORT

SPECIAL AID FUND

V.

BALANCE ON HAND	3/1/2020	488,635.30
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RECEIPTS:

INTEREST	35.07
DUE FROM OTHER FUNDS	0.00
STATE OF NY	131,110.79
REFUND PR YR EXPENSE	<u>0.00</u>

TOTAL RECEIPTS	<u>131,145.86</u>
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TOTAL RECEIPTS AND BALANCE	619,781.16
DISBURSEMENTS	<u>166,516.45</u>

BAL. ON HAND 03/31/2020	<u><u>453,264.71</u></u>
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BANK RECONCILIATION

<u>BAL./BANK STATEMENT</u>	462,299.54
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OUTSTANDING CHECKS (5706,5768,5770,5780,5782)	9,034.83
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IN TRANSIT	<u>0.00</u>
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BALANCE IN NOW/MM ACCOUNT 03/31/2020	<u><u>453,264.71</u></u>
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LYNNE LUBASZEWSKI
DISTRICT TREASURER

TREASURER'S REPORT

CAPITAL FUND-29M PROJECT

VI.

BALANCE ON HAND	3/1/2020	2,406,709.12
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RECEIPTS:

INTEREST	2,225.14
FROM CAPITAL RESERVE	0.00
DUE TO OTHER FUNDS	<u>0.00</u>

TOTAL RECEIPTS	<u>2,225.14</u>
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TOTAL RECEIPTS AND BALANCE	2,408,934.26
DISBURSEMENTS	<u>233,854.19</u>

BAL. ON HAND 03/31/2020	<u><u>2,175,080.07</u></u>
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BANK RECONCILIATION

<u>BAL./BANK STATEMENT</u>	5,680.14
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LESS CHECKS OUT	0.00
DEPOSIT IN TRANSIT	<u>0.00</u>
BALANCE IN CHECKING ACCOUNT	5,680.14
BALANCE IN CERTIFICATES OF DEPOSIT/MONEY MARKET	2,169,399.93
IN TRANSIT	<u>0.00</u>
BALANCE IN CAPITAL 29M PROJECT 03/31/2020	<u><u>2,175,080.07</u></u>

LYNNE LUBASZEWSKI
DISTRICT TREASURER



**VICTOR CENTRAL SCHOOL
BOARD OF EDUCATION**
Personnel Agenda, May 14, 2020

All appointments on these pages are made in compliance with New York State Education Law relating to criminal history background clearances for new employees. Conditional clearances under that law have been requested for all new employees.

Instructional

**Probationary
Appointments:**

The probationary appointment of **Anna Atwater**, who has Certification in Music Education, to a probationary position as a Music Teacher, effective September 1, 2020, at an annual salary of \$47,700 (Step 6M+10), leading towards tenure in Music Education.

The probationary appointment of **Angela Affronti**, who has Certifications in School District Leader, School Building Leader, Literacy Grades 5-12, and Social Studies Grades 7-12, to a probationary position as Director of Technology, effective August 1, 2020, at an annual salary of \$98,000, leading towards tenure as Director of Technology.

The probationary appointment of **Ashlee VanKouwenberg**, who has Certification in Family and Consumer Science, to a probationary position as a Family and Consumer Science Teacher, effective September 1, 2020, at an annual salary of \$51,210 (Step 9M+10), leading towards tenure in Family and Consumer Science Education.

The probationary appointment of **Jessica D'Ambrosio**, who holds Certification as a School Counselor, to a probationary position as a School Counselor effective July 1, 2020, at an annual salary of \$55,088 (Step 3M+30 and Counselor's Index), leading toward tenure as a School Counselor.

Appointments:

The appointment of **James Mauro**, Elementary Teacher, to an unpaid Administrative Internship for the Extended School Year Program, effective July 1, 2020 through approximately August 14, 2020.

The appointment of the following as Extended School Year Teachers at a rate of 1/200th of 2020/2021 salary: **Tom Cheevers, Kaitlyn Cooper, Charles Loray, and Jeffrey Pistrutto.**

The appointment of the following as Extended School Year Teachers at an hourly rate of \$39.75: **Katie McCarthy and Erin Lamborn.**

The appointment of the following as Extended School Year Related Service Providers at an hourly rate of \$39.75: **Kaitlyn O'Brien.**

The appointment of the following as Extended School Year Nurse (shared position), at an hourly rate of \$21.64: **Christine Berardino and Lori Pownell.**

**Tenure
Appointments:**

The appointment to tenure of **Brittany Gordon**, who is certified in the areas of Childhood Education Grades 1-6, Literacy Birth-Grade 6, and Literacy Grades 5-12, upon the successful completion of her probationary period as a Elementary Teacher, effective June 30, 2020.

The appointment to tenure of **Hannah Knight**, who is certified as a School Psychologist, upon the successful completion of her probationary period as a School Psychologist, effective June 30, 2020.

The appointment to tenure of **Katelyn Carrozzi**, who is certified as a School Counselor, upon the successful completion of her probationary period as a School Counselor, effective August 31, 2020.

The appointment to tenure of **Kristin Amato**, who is certified in the areas of Childhood Education Grades 1-6, Students with Disabilities Grades 1-6, Early Childhood Education Birth-Grade 2, Students with Disabilities Birth-Grade 2, and Literacy Birth-Grade 6, upon the successful completion of her probationary period as an Elementary Teacher, effective August 31, 2020.

The appointment to tenure of **Chelsey Arcangeli**, who is certified in the areas of Social Studies Grades 7-12, Literacy Birth-Grade 6, and Literacy Grades 5-12, upon the successful completion of her probationary period as a Social Studies Teacher, effective August 31, 2020.

The appointment to tenure of **Timothy Caughlin**, who is certified in the areas of English Grades 7-12 and English Grades 5-6 extension, upon the successful completion of his probationary period as an English Teacher, effective August 31, 2020.

The appointment to tenure of **Krista Cooper**, who is certified in the areas of Childhood Education Grades 1-6 and Early Childhood Education Birth-Grade 2, upon the successful completion of her probationary period as an Elementary Teacher, effective August 31, 2020.

The appointment to tenure of **Kimberly Dieter** who is certified in the area of Speech and Language Disabilities, upon the successful completion of her probationary period as a Speech and Language Teacher, effective August 31, 2020.

The appointment to tenure of **Ashley Fotopoulos**, who is certified in the areas of Students with Disabilities Grades 7-12, English Grades 7-12, and English Grades 5-6 extension, upon the successful completion of her probationary period as a Special Education Teacher, effective August 31, 2020.

The appointment to tenure of **Jennifer Hall**, who is certified in the areas of Students with Disabilities Grades 1-6 and Pre-Kindergarten, Kindergarten, and Grades 1-6, upon the successful completion of her probationary period as an Elementary Teacher, effective August 31, 2020.

The appointment to tenure of **Karen Harrison**, who is certified in the area of Technology Education, upon the successful completion of her probationary period as a Technology Education Teacher, effective August 31, 2020.

The appointment to tenure of **Stephanie Leyburn**, who is certified in the area of Speech and Language Disabilities, upon the successful completion of her probationary period as a Speech and Language Teacher, effective August 31, 2020.

The appointment to tenure of **Jessica Palmer**, who is certified in the areas of Mathematics Grades 7-12, Mathematics Grades 5-9, Students with Disabilities Grades 1-6, Students with Disabilities Grades 7-12, and Childhood Education Grades 1-6, upon the successful completion of her probationary period as a Mathematics Teacher, effective August 31, 2020.

The appointment to tenure of **Amy Rotoli**, who is certified in the areas of Earth Science Grades 7-12, Physics Grades 7-12, General Science Grades 7-12, Biology Grades 7-12 and Chemistry Grades 7-12, upon the successful completion of her probationary period as a Science Teacher, effective August 31, 2020.

The appointment to tenure of **Heidi Searing-Post**, who is certified in the area of Nursery, Kindergarten, and Grades 1-6, upon the successful completion of her probationary period as an Elementary Teacher, effective August 31, 2020.

The appointment to tenure of **Todd Thompson**, who is certified in the areas of Chemistry Grades 7-12, Chemistry Grades 5-6 extension, and Students with Disabilities Grades 7-12, upon the successful completion of his probationary period as a Science Teacher, effective August 31, 2020.

Leaves of Absence: The granting of an extension of childcare leave of absence for **Maura Rovinsky**, Elementary Teacher, effective July 1, 2020, and extending to February 21, 2021.

The granting of a maternity leave and subsequent childcare leave of absence for **Gina Peterson**, Reading and Elementary Teacher, effective approximately September 1, 2020, and extending to February 8, 2021.

Non-Instructional

Deceased: The passing of **Jeffrey Hyland**, School Bus Driver Substitute, April 20, 2020.



AIA[®] Document B132[™] – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Third day of March in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Victor Central School District
953 High Street
Victor, NY 14564

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

SWBR Architecture, Engineering and Landscape Architecture, D.P.C.
387 East Main Street
Rochester, NY 14604
Telephone Number: 585-232-8300

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

Victor Central School District
2021 Capital Improvement Project

SWBR Project No. 20005.00

The Construction Manager:
(Name, legal status, address and other information)

Campus Construction Management Group
1241 Pittsford Victor Road
Pittsford, NY 14534
Telephone Number: 585-545-6567

The Owner and Architect agree as follows.

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Refer to Architect's proposal letter dated January 27, 2020, attached as Exhibit A.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Refer to Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Total Project: \$29,287,427

Construction Cost: \$24,005,824

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone completion dates, if any:

<u>Schedule</u>		
	<u>Phase 1</u>	<u>Phase 2</u>
<u>Schematic Design Phase Finish</u>	<u>N/A</u>	<u>02/07/2020</u>
<u>Design Development Phase Finish</u>	<u>N/A</u>	<u>05/01/2020</u>
<u>SED Final Submission (95% Construction Documents Phase)</u>	<u>02/28/2020</u>	<u>08/31/2020</u>
<u>100% Construction Documents Phase Finish</u>	<u>03/27/2020</u>	<u>12/18/2020</u>
<u>Anticipated SED Final Approval</u>	<u>03/27/2020</u>	<u>12/18/2020</u>
<u>Bidding Phase Finish</u>	<u>April 2020</u>	<u>January 2021</u>
<u>Contract Award</u>	<u>April 2020</u>	<u>February 2021</u>
<u>Substantial Completion</u>	<u>08/21/2020</u>	<u>10/30/2022</u>
<u>Final Completion</u>	<u>09/15/2020</u>	<u>12/16/2022</u>

.2 Commencement of construction:

Phase 1: April 2020

Phase 2: February 2021

.3 Substantial Completion date or milestone dates:

Phase 1: August 21, 2020

Phase 2: October 30, 2022

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

☐ One Contractor

☒ Multiple Prime Contractors

☐ Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

The Project will be packaged into two phases as described in Exhibit A.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:5.4:

(List name, address and other information.)

Mr. Christopher Marshall

Director of Facilities & Operations

Init.

Victor Central School District
953 High Street
Victor, NY 14564

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Construction Manager
Campus Construction Management Group
1241 Pittsford Victor Road
Pittsford, NY 14534

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

.1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

.2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

N/A

.3 Land Surveyor:

To be determined

.4 Geotechnical Engineer:

To be determined

.5 Civil Engineer:

Included in A/E basic services

.6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

Pre-renovation Hazardous Material Survey Testing & Monitoring (if required)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:2.3:

(List name, address and other information.)

Mark A. Maddalina, AIA
Principal
SWBR Architecture, Engineering & Landscape Architecture, D.P.C.
387 East Main Street
Rochester, NY 14604

Init.

Telephone Number: 585-232-8300

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

SWBR
387 East Main Street
Rochester, NY 14604

.2 Mechanical Engineer:

M/E Engineering, P.C.
300 Trolley Boulevard
Rochester, NY 14606

~~.2 Mechanical Engineer:~~ .3 Electrical Engineer:

M/E Engineering, P.C.
300 Trolley Boulevard
Rochester, NY 14606

4 Landscape Architecture:

Appel Osborne Landscape Architecture
~~.3 Electrical-102 West Division Street, #100~~
Syracuse, NY 13204

.5 Other:

Civil Engineer:

Appel Osborne Landscape Architecture
102 West Division Street, #100
Syracuse, NY 13204

Asbestos Abatement Design:

Watts Architecture & Engineering
95 Perry Street, #300
Buffalo, NY 14203

§ 1.1.12.2 Consultants retained under Additional Services:

None.

§ 1.1.13 Other Initial Information on which the Agreement is based:

None.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

Init.

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User Notes:

(1381254241)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction ~~Manager~~, Manager, as modified by the Parties. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 ~~Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.~~

§ 2.6 The Architect shall maintain the following insurance from insurers licensed in New York State for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than ~~(\$—) Two Million Dollars (\$2,000,000)~~ for each occurrence and Four Million Dollars (\$4,000,000) in the aggregate for bodily injury and property ~~damage~~, damage with the Owner as additional insured on a primary and non-contributory basis for both on-going and completed operations.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than ~~(\$—) One Million Dollars (\$1,000,000)~~ combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 ~~The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.~~ Umbrella or Excess Liability with policy limits of not less than Five Million Dollars (\$5,000,000).

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability ~~with a policy limit of not less than (\$—) at statutory limits.~~

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than ~~(\$—) per claim and Two Million Dollars (\$2,000,000) per claim and Four Million (\$4,000,000) in the aggregate.~~

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on a primary and non-contributory basis on the Comprehensive General Liability, Automobile Liability, and umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, ~~mechanical, and electrical engineering~~ civil, landscape architecture, mechanical, electrical engineering, and asbestos abatement design services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, ~~including the feasibility of incorporating environmentally responsible design approaches.~~ Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project ~~requirements agreed upon with the Owner,~~ requirements, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider ~~environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.~~ The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents. A separate parallel opinion of probable cost can be prepared by an independent cost estimator, managed by the Architect, as an Additional Service.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.2.9 The Architect will require the Owner's written approval to proceed to Design Development Phase.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. A separate parallel opinion of probable cost can be prepared by an independent cost estimator, managed by the Architect, as an Additional Service.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and

shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms. It is assumed that the Construction Manager will provide Division 0 and 1 of the Specifications.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents. A separate parallel opinion of probable cost can be prepared by an independent cost estimator, managed by the Architect, as an Additional Service.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents. The Architect will require the Owner's written approval to proceed to bidding the Project.

§ 3.4.6 If the overage of the construction value per the cost estimate provided by the Construction Manager is the result of an error or miscalculation by the Construction Manager, the Architect shall be compensated for the required modifications to bring the Project under budget.

§ 3.4.7 Changes in market conditions which escalate the construction cost more than 5% shall void Paragraph 3.4.6 above.

§ 3.4.8 If the Owner chooses not to employ a parallel cost estimate to verify the Construction Manager's estimate, Paragraph 3.4.7 shall be voided.

§ 3.5 ~~Bidding or Negotiation Phase Services~~ Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by~~

- ~~.1 — facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 — participating in selection interviews with prospective contractors; and~~
- ~~.3 — participating in negotiations with prospective contractors.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition~~, as modified. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for ~~the any~~ Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or ~~the Contractor any of the Contractors~~ or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

~~§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, biweekly intervals, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.~~

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, the Architect and Construction Manager collaboratively shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect's certification on the Certificate of Payment shall read: "To the best of our knowledge, information and belief, the percentages of Work shown on this Application are completed. No judgment is made as to the value of this Work or the value of uncompleted Work."

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect and Construction Manager shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of

the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Unless otherwise indicated below as being included in Basic Services, Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming(B202™ 2009)	<u>Not Provided</u>	<u>Previously completed</u>
§ 4.1.2 Multiple preliminary designs	<u>Not Provided</u>	
§ 4.1.3 Measured drawings – limited to affected areas only	<u>Architect</u>	<u>Included in basic services</u>
§ 4.1.4 Existing facilities surveys	<u>Not Provided</u>	
§ 4.1.5 Site evaluation and planning (B203™ 2007)(<u> </u>)	<u>Not Provided</u>	
§ 4.1.6 Building information modeling(E202™ 2008)	<u>Not Provided</u>	
§ 4.1.7 Civil engineering	<u>Architect</u>	<u>Included in basic services</u>
§ 4.1.8 Landscape design	<u>Architect</u>	<u>Included in basic services</u>
§ 4.1.9 Architectural interior design (Interior finish material and color selection only)	<u>Architect</u>	<u>Included in basic services</u>
§ 4.1.9 Architectural interior design (B252™ 2007)		
§ 4.1.10 Value analysis (B204™ 2007)(<u> </u>)	<u>Not Provided</u>	
§ 4.1.11 Detailed cost estimating	<u>Not Provided</u>	
§ 4.1.12 On-site project representation (B207™ 2008)(<u> </u>)	<u>Not Provided</u>	
§ 4.1.13 Conformed construction documents	<u>Architect</u>	<u>Included in basic services</u>
§ 4.1.14 As-designed record drawings	<u>Not Provided</u>	
§ 4.1.15 As-constructed record drawings	<u>Not Provided</u>	
§ 4.1.16 Post occupancy evaluation	<u>Not Provided</u>	
§ 4.1.17 Facility support services (B210™ 2007)(<u> </u>)	<u>Not Provided</u>	
§ 4.1.18 Tenant-related services	<u>Not Provided</u>	
§ 4.1.19 Coordination of Owner's consultants	<u>Not Provided</u>	
§ 4.1.20 Telecommunications/data design	<u>Architect</u>	<u>Included in basic services</u>
§ 4.1.21 Security evaluation and planning (B206™ 2007)(<u> </u>)	<u>Not Provided</u>	
§ 4.1.22 Commissioning (B211™ 2007)(<u> </u>)	<u>Not Provided</u>	
§ 4.1.23 Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24 LEED® certification (B214™ 2012) <u>Certification Application (B214™ 2007)</u>	<u>Not Provided</u>	
§ 4.1.25 Historic preservation (B205™ 2007)(<u> </u>)	<u>Not Provided</u>	
§ 4.1.26 Furniture, furnishings, finishes, and equipment design (B253™ 2007)(<u> </u>)	<u>Not Provided</u>	
§ 4.1.27 Soils Testing – Environmental	<u>Owner</u>	
§ 4.1.28 Unusual foundation conditions	<u>Not provided</u>	
§ 4.1.29 Geotechnical exploration and engineering	<u>Owner</u>	
§ 4.1.30 Design of backflow prevention devices	<u>Not provided</u>	

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§ 4.1.31 NYS DEC storm water pollution prevention inspections	<u>Not provided</u>	
§ 4.1.32 Indoor Air Quality Testing	<u>Not Provided</u>	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the ~~Cost of the Work~~ Construction Cost exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification; ~~certificate application and documentation related thereto;~~
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner

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subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .7 Review of incomplete, incorrect, or piecemeal shop drawings.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor/Contractor. The Architect's Basic Services for review of the Contractor's submittal shall be limited to an initial submittal and two (2) resubmittals for each required submittal. Services by the Architect for review of additional resubmittals shall be compensated as an Additional Service or Change in Services.
- .2 Eight (8) Biweekly visits to the site for Phase 1 and Forty-Five (45) bi-weekly visits to the site for Phase 2 by the Architect over the duration of the Project during construction
- .3 (—) inspections One (1) inspection each for Phase 1 and Phase 2 for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections each for Phase 1 and Phase 2 for any portion of the Work to determine final completion consisting of one (1) punch list visit and one (1) follow-up confirmation visit

§ 4.3.4 If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as ~~Additional Services~~ Services, subject to prior written approval of the Owner.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to ~~evaluate, give notice of or enforce lien rights, evaluate.~~

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible

for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's ~~consultants~~, consultants, including the Construction Manager. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. Verification of actual cost of the Work will be provided by the Construction Manager to assist the Architect relative to the cost of the Work.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

~~§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.~~

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, ~~the Architect, without additional compensation, Architect~~ shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, subject to prior written approval by the Owner, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates or bids that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall ~~endeavor to establish necessary protocols governing such transmissions~~ agree to the protocols and conditions below governing such transmissions.

- .1 Two-dimensional CAD files (utilizing Autodesk AutoCad 2014) or alternative two-dimensional CAD format as mutually agreed) are to be transferred to the Owner upon the completion of this Project. The CAD files are not to be considered Contract Documents, but reasonable facsimiles thereof, and are provided by the Architect as a convenience to the Owner for the Project described above. In accepting and utilizing any designs, drawings or other data on any form of electronic media generated and provided by the Architect, the Owner covenants and agrees that all such drawings and data are Instruments of Service of the Architect, who shall be deemed the author of the depicted design, drawings and data, and shall retain all common law, statutory law, and other rights, including copyrights.
- .2 The Owner further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the Project contained in the electronic media. The Owner agrees to waive all claims against the Architect resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Architect.
- .3 In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than the Architect or from any reuse of the designs, drawings and data without written consent of the Architect.
- .4 Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Owner and Users be deemed a sale by the Architect and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.
- .5 The Architect reserves the right to charge a service fee for delivery of electronic files or other electronic information about the Project to third-parties, such as contractors or subcontractors, under separate agreement.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license

granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~ New York State law. The notice requirements set forth in this Agreement dealing with Claims and Disputes are in addition to and not a substitution or replacement of any and all notice requirements contained in applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. ~~The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.~~

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 ~~Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. The parties agree that prior to commencing a lawsuit against the other party with respect to any claim arising out of this Agreement, they will submit the issues in dispute to a mutually acceptable mediator for the purpose of seeking to resolve the dispute. If the attempt to mediate a settlement is not successful, either party may thereafter resort to litigation.~~

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

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ ~~Litigation in a court of competent jurisdiction~~ ☒ Litigation in the New York State Supreme Court with jurisdiction over the County where the Project is located.

☐ Other: (Specify)

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

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

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

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven~~ fifteen days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. due.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

§ 9.9 Equitable Adjustment Upon Resumption of Services: The equitable adjustment to the Architect's compensation as required by Paragraphs 9.1 and 9.2 shall include but not be limited to all reasonable costs incurred by the Architect on account of suspension or abandonment of the Project, for preparation of documents for storage, maintaining space and equipment pending resumption, orderly demobilization of staff, reacquainting employees with the Project upon resumption, and making revisions to comply with Project requirements at the time of resumption.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ State of New York without regard for conflict of laws principles.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the prior written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. A material change in the Architects ownership or senior management, at the option of the Owner, shall be deemed an assignment in violation of this Agreement and allow the Owner to terminate the Agreement for cause under §9.4.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. All certifications made by the Architect shall be based on "the best of their knowledge, information and belief" whether or not so stated in the certification.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.5.1 The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this Paragraph.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner's AHERA Report is on file at the Owner's School District offices and available for the Architect's use and consideration during Project design.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.10 Contractor and Subcontractor Indemnities: The Owner will require the Construction Manager, any Contractor and Subcontractor performing the Work, to the fullest extent permitted by law, to hold harmless, indemnify the Owner and Architect, their officers, directors and employees from all claims resulting from the Contractor's negligence in the performance of the work.

§ 10.11 Mutual Indemnity: The Owner and Architect both agree, to the fullest extent permitted by law, to indemnify and hold harmless the other, along with each other's officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, or the indemnifying party's consultants, or any party for whose acts the indemnifying party is liable.

§ 10.12 Facsimile Signatures: Facsimile signatures shall be sufficient unless originals are required by a third party.

§ 10.13 Form of Invoice: The Architects invoices shall display the following on the cover sheet: 1) The date of invoice; 2) the calendar interval covered by the Work invoiced; 3) the total for Basic Services; 4) the total for Reimbursables for the period invoiced. Other material, including recapitulations of previous invoices or payments (which shall be included on a separate page) may be included at the Architect's discretion, but shall be kept separate. Unless stipulated elsewhere in this agreement, the Architect's invoices will not include backup, provided that such backup shall be furnished upon the reasonable request of the Owner. A minimum charge of \$100.00 may be applied for each such request in excess of one (1) per month.

§ 10.14 Unauthorized Changes: In the event the Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Architect, the Owner recognizes that such changes and the results thereof, are not the responsibility of the Architect. Therefore, the Owner agrees to release the Architect from any liability arising from the construction, use or result of such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of the Architect.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be a stipulated sum of One Million Seven Hundred Fifty Dollars (\$1,750,000.00).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At the hourly rates listed in Paragraph 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

At the hourly rates listed in Paragraph 11.7.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Bidding or Negotiation Phase	percent (%)
Construction Phase	percent (%)

Total Basic Compensation	one hundred	percent (100	%)
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Schematic Design Phase	\$150,200
Design Development Phase	\$302,600
Construction Document Phase	\$763,200
Bidding and Negotiations Phase	\$71,200
Construction Administration Phase	\$427,200
Close Out	\$35,600

Total \$1,750,000

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6 The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices in the first quarter of every year.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Listed as follows:

Employee or Category	Rate (\$0.00)
Refer to Hourly Rate Schedule, Exhibit B.	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~.1~~ Transportation and authorized out-of-town travel and subsistence;
- ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- ~~.3~~ Fees paid for securing approval of authorities having jurisdiction over the Project;
- ~~.4~~ .2 Printing, reproductions, plots, standard form documents;
- ~~.5~~ .3 Postage, handling and delivery;
- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~.7~~ .4 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- ~~.8~~ .5 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ .6 Site office expenses; and expenses.
- ~~.11~~ Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee of \$1.00 as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows: Project.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the ~~rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~(Insert rate of monthly or annual interest agreed upon.)~~

—%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. In the event of a conflict between the provisions of this Agreement and the provisions of Exhibit A (the proposal with attached terms and conditions), the provisions of this Agreement shall prevail.

§ 13.2 This Agreement is comprised of the following documents listed below:

- ~~.1~~ AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser ~~Edition~~
- ~~.2~~ AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following: Edition, as modified by the Parties
- ~~.3~~ AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following: AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit March 3, 2020
- ~~.4~~ .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A – Architect's Proposal Letter dated January 27, 2020

Exhibit B – Architect's Hourly Rate

Exhibit C – Responsibility Matrix

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

Victor Central School District

SWBR Architecture, Engineering &
Landscape Architecture, D.P.C.



OWNER *(Signature)*

ARCHITECT *(Signature)*

Dr. Timothy Terranova
Superintendent of Schools
(Printed name and title)

Mark A. Maddalina, AIA
Principal
(Printed name and title)

(Date signed)

April 10, 2020
(Date signed)

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AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the Third day of March in the year Two Thousand Twenty is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

(Name and location or address of the Project)

Victor CSD CIP 2021

SWBR Project No. 20005.00

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 DIGITAL DATA PROTOCOLS
- 4 BUILDING INFORMATION MODELING PROTOCOLS
- 5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. ~~If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models. The Architect may elect to use Building Information Modeling for the sole purpose of developing 2Dimensional drawings and images.~~

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and ~~AIA Document G202™–2013, Project Building Information Modeling Protocol Form.~~

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents ~~G201–2013 and G202–2013, G201–2013,~~ will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

~~(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)~~ protocols.

§ 1.4 Definitions

§ 1.4.1 Building Information Model. A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202-2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 Building Information Modeling. Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 Model Element. A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 Level of Development. The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 Authorized Uses. The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 Model Element Author. The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202-2013.

§ 1.4.7 Digital Data. Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 Confidential Digital Data. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 Written Notice. In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 Party and Parties. The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

Init.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

Anticipated Digital Data	Applicability to the Project (Indicate Applicable or Not Applicable)	Location of Detailed Description (Section 3.1.1 below or in an attachment to this exhibit and identified below)
Project Agreements and Modifications	Applicable	
Project communications	Applicable	
Architect's pre-construction submittals	Applicable	
Contract Documents	Applicable	
Contractor's submittals	Applicable	
Subcontractor's submittals	Not Applicable	
Modifications	Applicable	
Project payment documents	Applicable	
Notices and other than notices of claims	Applicable	
Building Information Modeling	Applicable	

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

§ 3.1.1.1 Digital copies of Project Agreements and Modifications shall be Adobe Acrobat (.pdf) file format.

§ 3.1.1.2 Digital Project Communications shall via e-mail (SWBR uses Microsoft Outlook). Digital Project Communication attachments shall be in Adobe Acrobat (.pdf) file format. Working draft versions of digital project

communications and attachments may be in any mutually agreeable digital file format including Microsoft Office Suite products (Word, Excel, PowerPoint), Adobe Suite products (Acrobat, Illustrator, In-Design, Photoshop).

§ 3.1.1.3 Digital copies of Architect's pre-construction submittals shall be in Adobe Acrobat (.pdf) file format.

§ 3.1.1.4 Digital copies of Contract Documents shall be in Adobe Acrobat (.pdf) file format.

§ 3.1.1.5 Digital copies of Contractor's Submittals shall be in Adobe Acrobat (.pdf) file format.

§ 3.1.1.6 Digital copies of Contract Modifications shall be in Adobe Acrobat (.pdf) file format.

§ 3.1.1.7 Digital copies of Project payment documents shall be in Adobe Acrobat (.pdf) file format.

§ 3.1.1.8 Digital Notices other than Notices of Claim shall be in Adobe Acrobat (.pdf) file format. Notices of Claim shall be in writing and delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery. Refer to A201 General Conditions of the Contract for Construction Section 1.6.2.

§ 3.1.1.9 The Architect may elect to use Building Information Modeling for the sole purpose of developing 2 dimensional drawings and images. The Building Information Model will not be shared with or relied upon by other project participants.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

~~§ 3.2.1 Unless another Project Participant is identified below, the The Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval. (If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)~~

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

☒ The Parties intend to use a centralized electronic document management system on the Project.

☐ The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 ~~Unless responsibility is assigned to another Project Participant, the~~ The Architect shall be responsible for managing and maintaining the centralized electronic document management system. ~~If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.~~
(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

§ 3.5.3.1 The centralized electronic document management system used by the Architect is "Newforma Project Center".

Responsible Project Participant

Project Milestone

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

☒ ~~The Parties shall~~ Architect may utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

☐ ~~The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.~~

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling

Responsible Project Participant

§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

Init.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- ~~1 Identification of the Model Element Authors;~~
- ~~2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;~~
- ~~3 Identification of the required LOD of each Model Element at each identified Project milestone;~~
- ~~4 Identification of the construction classification systems to be used on the Project;~~
- ~~5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;~~
- ~~6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;~~
- ~~7 Details regarding any anticipated as designed or as constructed Authorized Uses for the Model, if required on the Project;~~
- ~~8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and~~
- ~~9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*~~

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the

extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant

Project Milestone

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

(Designate below any anticipated post construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project (Applicable or Not Applicable)	Responsible Project Participant	Location of Detailed Description of Requirements and Services (Section 4.10 below or in an attachment to this exhibit and identified below)
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§ 4.9.1 Remodeling			
§ 4.9.2 Wayfinding and Mapping			
§ 4.9.3 Asset/FF & E Management			
§ 4.9.4 Energy Management			
§ 4.9.5 Space Management			
§ 4.9.6 Maintenance Management			

§ 4.10 Insert a detailed description of the requirements for each Post Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post Construction Model, if not further described in an attachment to this Exhibit.

ARTICLE 5 – OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

SWBR

Exhibit A

to Owner/Architect Agreement

Architect's Proposal Letter

**ROCHESTER OFFICE**

387 East Main St
Rochester NY 14604
585 232 8300
rochester@swbr.com

Architecture
Graphic Design
Interior Design
Landscape Architecture
Structural Engineering

January 27, 2020

Mr. Christopher Marshall
Victor Central School District
953 High Street
Victor, New York 14564

Re: Proposal for Design Services
Victor Central School District
2021 Capital Improvement Project
SWBR Project No. 20005.00

Dear Chris:

Thank you for giving SWBR the opportunity to submit our qualifications for design services for the Victor Central School District. We are grateful for our ongoing relationship with the District and intend to provide an exceptional design process with thorough construction services to assist you in the establishment of another successful project.

Scope of Project

Victor CSD seeks to make the following renovations and/ or additions to specific buildings on their campus along with the construction of a new Transportation Center, as listed below:

The project will be split into two phases for construction as defined below:

Phase I:**Victor Primary School:**

Replacement of the entire roof system on the existing building.

Victor Intermediate School:

The District wishes to replace the carpeting throughout the existing building. The Playground will also be replaced to provide updates for inclusive play and experiences.

Phase II:**Early Childhood School:**

The District requests the construction of a third-story addition above the previously constructed and expandable two-story addition, add two single use toilet rooms to the building that can be accessed from the exterior, add mechanical ventilation to the existing crawlspace, and replace the entire roof system on the existing building (including the Administration wing).

Victor Primary School:

The District would like to reconstruct the existing Kitchen and serving line, add mechanical ventilation to the existing Kiln Room, add ventilation to the existing Basement. The Playground will also be replaced to provide updates for inclusive play and experiences.

Victor Intermediate School:

No planned work in Phase II.



Victor Junior/Senior High School:

The District requests the construction of a Boys Locker Room and associated spaces, as well as the selective replacement of HVAC equipment and Air Handlers, the selective replacement of hot water piping, providing exhaust to Science Storage Rooms and other specific locker rooms, toilet rooms, and janitor's closets, and the complete renovation of existing Girls Locker Rooms & related Athletics spaces. The track surfacing will also be repaired as part of the project.

Victor Transportation Building:

The District has outgrown its current transportation infrastructure, and is in need of a new transportation facility. Construction of the facility includes service bays for five buses, one wash bay, support spaces for the transportation department, and an area for training. The construction of the new transportation building also includes paving connections to existing facilities, storm water management solutions, and provisions for utility connections.

Victor Bus Garage:

The District requested various renovations to the existing Bus Garage to allow for a change of use once the new building is completed. Renovations include the removal of non-essential building systems, removal of abandoned equipment or utilities, mechanical, electrical and plumbing (MEP) upgrades; as well as finish upgrades.

Victor Campus Wide Improvements:

As part of the project, the District would like to upgrade IT/ Network systems, provide integrated flat panel displays, address an ongoing drainage issue along the East side of Campus, and repair specific areas of damaged pavement.

Scope of Services

This proposal is based on the 2021 Capital Improvement Project Preliminary Master Schedule provided by Campus Construction, dated November 25, 2019. The design team looks forward to engaging the District and intends to provide the following services:

Schematic Design:

- a. Develop conceptual ideas and layouts
- b. Coordinate building design with Site/Civil Engineer
- c. Review proposed project with State Education Department (SED) (new building and additions)
- d. Review project code compliance plan with SED
- e. Conduct four Schematic Design meetings throughout phases with District
- f. Review and reconciliation of Construction Estimate (to be completed by Construction Manager)

Design Development:

- a. Refine schematic designs at enlarged scale
- b. Drawings to include:
 - Building floor plans
 - Typical building sections
 - Typical wall section
 - Building elevations
 - Reflected ceiling plans
 - Unique details

- c. Coordinate building design with Civil/Site, Hazardous Materials Designer and MEP Engineers
- d. Conduct four Design Development meetings throughout phases with District
- e. Review and reconciliation of Construction Estimate (to be completed by Construction Manager)

Construction Documents:

- a. Provide Architectural drawings for permit and construction:
 - Title sheet
 - Foundation plans
 - Floor plans
 - Structural plans and details
 - Building sections
 - Building elevations
 - Roof framing plan
 - Wall sections and details
 - Interior elevations
 - Reflected ceiling plan
 - Room finish and door schedules
 - Specifications
 - Any enlarged areas required for clarity
 - Unique details
- b. Coordinate the work of consultants as required:
 - Mechanical Engineer – HVAC systems, plumbing, fire protection systems
 - Electrical Engineer – Lighting layouts, fixture selections, site lighting
 - Civil Engineer – Design, layout
- c. Conduct four Construction Document meetings throughout phases with District
- d. Submission to SED for approval (assuming third party review)
- e. Review and provide comments to the SED after their review of the project
- f. Review and reconciliation of Construction Estimate (to be completed by Construction Manager)

Bidding and Negotiations:

- a. Issue addenda to provide clarifications, if necessary
- b. Assist in the evaluation of bids

Construction Administration:

- a. Bi-weekly field meetings/site visits (maximum of 30)
- b. Review submittals (shop drawings)
- c. Respond to RFIs (requests for information)
- d. Review and approve payment applications
- e. Conduct punch list inspection

Schedule

	PHASE 1	PHASE 2
Schematic Design Phase Finish	N/A	02/7/2020
Design Development Phase Finish	N/A	05/01/2020
SED Final Submission (95% Construction Documents Phase)	02/28/2020	08/31/2020
100% Construction Documents Phase Finish	03/27/2020	12/18/2020
SED Final Approval – Anticipated	03/27/2020	12/18/2020
Bidding Phase Finish	April 2020	January 2021
Contract Award	April 2020	February 2021
Substantial Completion	8/21/2020	10/30/2022
Final Completion	9/15/2020	12/16/2022

Compensation Proposal

We propose to complete the work outlined above for a Lump Sum of \$1,750,000 (One Million Seven Hundred Fifty Thousand Dollars).

The following breakdown is per phase:

Schematic Design	\$150,200
Design Development	\$302,600
Construction Documents	\$763,200
Bidding and Negotiations	\$71,200
Construction Administration	\$427,200
Close Out	\$35,600
Total Lump Sum Fee	\$1,750,000

There will be additional costs (estimate \$25,000) for reimbursable expenses such as:

- Cost of printing drawings and specifications (not including bidding documents)
- Shipping / deliveries
- Mileage

Not Included in Services:

- Pre-Referendum services and fees
- Architectural models and renderings
- Interior design – furniture, equipment, artwork selections
- Landscape architectural services
- Design for unusual foundation conditions
- Geotechnical exploration and engineering
- Hazardous materials (including asbestos containing) surveys
- LEED commissioning, energy modeling, or documentation
- Land/Boundary surveys
- Topographic surveys
- SWPPP inspections
- Asbestos monitoring during construction

Form of Agreement / Terms & Conditions

If you find our proposal acceptable, please sign below and return one copy to our office. We will use this agreement to begin work. Upon receipt of your signed acceptance, we will prepare a Standard AIA agreement for this project. Until that formal agreement is executed, SWBR Standard Terms and Conditions shall apply except as modified above.

We look forward to continuing our work together, and we appreciate your ongoing confidence in SWBR.

Sincerely,

Agreed:



Mark A. Maddalina, AIA
Principal

Christopher Marshall
Victor Central School District



David J. Phelps II, AIA
Senior Project Manager

Date

DP/kf

Enclosures: SWBR Standard Terms & Conditions of Agreement

cc: Sheri Seitz, SWBR Finance Manager

J:\2020\20005.00 VICTOR CSD CIP 2021\7-FINANCIAL\VCSD 2021 CIP - FEE PROPOSAL FINAL.DOCX



Terms and Conditions of Agreement

1. Professional Services

- **Fixed Fee Projects:** Billings are based on the percent complete of each phase of work.
- **Hourly Projects:** Billings are based on hours worked, including travel time. Where an estimated total has been given, it is provided solely to assist you in project planning.
- **Overtime:** Overtime services will be provided on your advance authorization at 1.5 times our hourly rates.

2. Estimated Fees & Services

Our proposal is valid for 30 days. Should you ask us to begin work before executing an industry standard agreement (see *Section 3 below*), you agree that our proposal and these terms and conditions will serve as the contract between us (the "Agreement") subject to amendment if we both agree to execute a standard agreement.

3. Standard Agreements

Unless specifically noted in our proposal, we will prepare an industry standard agreement between Owner and Architect for execution by the parties. If the standard agreement is not signed, then our proposal and these terms and conditions will serve as the agreement. If you propose the use of a contract other than the standard agreement mentioned above, SWBR reserves the right to charge for legal fees we incur in reviewing and/or negotiating these non-standard agreements.

4. Owner's Responsibilities

You agree to provide complete physical information about the site and/or building and any legal, accounting, and insurance requirements as requested. You agree to credit us in publicity involving the project design.

5. Invoices

You will receive an invoice monthly for services performed during the previous month. Payment is due on receipt. Interest will be payable after 30 days at the maximum rate allowed by law. If legal services are used to collect outstanding invoices, all costs including attorney's fees will be paid by you. You agree we may suspend our work without notice at any time if your account is past due 30 days from the date of billing.

6. Delay in Signing Agreement

If you do not execute this proposal or any other written agreement with us, SWBR reserves the right to withhold services, including delivery of sealed or stamped drawings to you until the proposed agreement is executed.

7. Reimbursable Expenses

Reimbursable expenses such as photocopies, reprographic services, shipping, deliveries, travel, photography, outside consultants, and services (not included in Basic Services), renderings, models, and any additional insurance you request will be billed at our cost plus 10%.

8. Change of Scope / Contract Duration

Our fee is subject to equitable adjustment by negotiation if agreed scope is changed or our services are not completed within 12 months.

9. Additional Services

These are services beyond those agreed to, including among others, our revisions due to adjustments modifying project scope, quality or budget. Additional Services and related costs will be billed at our hourly rates and our consultants at their hourly rates plus 10%.

10. In-House Special Services

We can provide at your authorization and cost, interior design, structural engineering, landscape architecture, visualization, environmental graphic design, and artwork consultation.

11. Design/Build

You may solicit Design/Build proposals for plumbing, mechanical, and electrical work based on our documents, understanding that you will be responsible for all engineering computations, certifications, code compliance, and the coordination of this work. Our review of such Design/Build work is solely for compatibility with our design intent.

12. Review of Submittals

Corrections or comments made on the submittal during this review do not relieve the contractor from compliance with requirements of the drawings and specifications and applicable laws, codes and regulations. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor

Terms & Conditions of Agreement

is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

13. Change Orders

We will prepare change orders, which result from our errors and omissions for your approval without charge. All others are an additional service. You acknowledge change orders can be anticipated during construction of projects, especially those constructed by the Construction Management or Fast Track method where our design and coordination services may be out of conventional sequence.

14. Use of Architect's Drawings

Our drawings and specifications are instruments of service solely with respect to this project. As author, we retain copyright, common law, and statutory rights. You may retain copies for reference, but may not use these on other projects or to complete this project without us unless a court finds we have materially breached our obligations.

15. Standard of Care

Our services will be performed in a manner consistent with that degree of care and skill ordinarily exercised by design professionals practicing under similar circumstances at that same time and in the same locality.

16. Dispute Resolution

Claims and disputes relating to our services shall be resolved by mediation or litigation.

17. Limitation of Liability

For any damage or costs to you resulting from our errors, omissions, or other professional negligence, you agree to limit our liability for your damages to a single aggregate sum not to exceed \$50,000 or our fee, whichever is less.

18. Contractor and Subcontractor Indemnities

You will require any contractor or subcontractor performing work on the project to hold harmless and indemnify you and SWBR, along with your and SWBR's officers, directors, and employees from all claims resulting from the contractor's or subcontractor's negligence in the performance of the work.

19. Mutual Indemnity

We both agree, to the fullest extent permitted by law, to indemnify and hold harmless the other, along with each other's officers, directors and employees against all damages liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, or the consultants, or any party for whose acts the indemnifying party is liable.

20. Termination & Suspension

Our Agreement may be terminated by either of us upon 7 days written notice should the other materially fail to perform by these agreed terms. You agree that failure to make payments when due hereunder is a material failure to perform. In the event of termination or project suspension, you agree to pay us for services and reimbursables due.

If you suspend the project for more than 3 months, we reserve the right to re-negotiate the balance of our fee to reflect current personnel and project re-start costs. Should our services be terminated without breach of our obligations, you agree (a) we are hereby released from any and all liability for the work performed by us and our consultants, and (b) you are obliged to pay us termination expenses in an amount equal to 20% of our remaining fee as of the time of such termination or forfeit any uncredited balance of the initial payment.

21. Insurance

We maintain Worker's Compensation, Professional Liability, and General Liability Insurance coverage. We will furnish copies of insurance certificates at your request. The purchase of additional insurance or being named as additional insured is considered a reimbursable expense.

22. Facsimile Signatures

Facsimile signature shall be sufficient unless originals are required by a third party.

23. Successors & Assigns

You and we agree respectively to bind ourselves, our successors, and our assigns to the terms of our Agreement. We may assign this agreement only to an SWBR-controlled entity if necessary for compliance with professional registration laws. Otherwise, you and SWBR agree that neither party to this Agreement shall assign any rights or interest under this Agreement without the prior written consent of the other.

24. Choice of Law

This Agreement shall be governed by the laws of the State of New York

SWBR

EXHIBITB
to Owner/Architect Agreement
Hourly Rate Schedule(s)



Hourly Rates (subject to annual review)

Principal	\$230.00
Sr. Structural Engineer	\$170.00
Sr. Interior Designer	\$155.00
Sr. Project Managers & Designers	\$155.00
Sr. Landscape Architect	\$155.00
Sr. Construction Administrator	\$150.00
Project Managers & Architects II	\$140.00
Sr. Technical Coordinators	\$140.00
Structural Engineer	\$140.00
Project Managers & Architects I	\$125.00
Sr. Graphic Designer	\$120.00
Interior Designer III	\$115.00
Landscape Designer II	\$115.00
Technical Coordinators / Senior Designers	\$110.00
Structural Designer	\$100.00
Interior Designer II	\$90.00
Project Designer II	\$90.00
Interior Designer I	\$85.00
Project Designer I	\$85.00
Landscape Designer I	\$85.00
Technical Assistants	\$75.00

SWBR

EXHIBIT C
to Owner/Architect Agreement

Responsibility Matrix

Project Responsibility Matrix

Date Issued: 3/31/2020

Victor Central School District

2021 Capital Improvement Project

Key: P = Primary Responsibility X = Cross Reference/Awareness Required S = Supplementary Responsibility

Services		Owner	A/E	CM	Financial	Attorney
Construction and Post-Construction Phases						
1	Receive and Review Contractors' Insurance and Bonding documents	X	S	P		S
2	Prepare contracts for construction	X	S	P		X
3	Conduct pre-construction meeting	X	S	P		
4	Provide administration of contracts for construction	X	S	P		
5	Designate contractors' staging areas, haul routes, within and outside work areas. Designate areas requiring	S	X	P		
6	Coordinate scheduled activities of contractors	X	X	P		
7	Schedule and conduct job and field meetings	X	X	P		
8	Create, maintain, and distribute minutes of job and field meetings	X	X	P		
9	Update project construction schedule	X	S	P		
10	Update cash flow projections to the Financial Consultant as required	S	S	P	P	
11	Coordinate sequence of construction	X	X	P		
12	Manage SWPPP/Special Inspections	X	P	S		
13	Review contractor performance as it relates to conformance to the contract documents	X	S	P		
14	Review and process contractor Applications for Payment	X	P	P		
15	Transmit requests for information (RFI's) to the Architect with a recommendation for review; distribute responses	X	S	P		
16	Review requests and change orders, prepare and submit to Architect and Owner with a recommendation for review	X	S	P	X	
17	Prepare proposal requests and change orders, including official AIA and SED documentation	X	S	P	X	
18	Schedule, coordinate and oversee independent testing services retained for the project	S	X	P		
19	Coordinate/implement procedures for submittal review and distribution	X	P	S		
20	Provide written progress reports to the Owner and Architect	X	X	P		
21	Maintain on project site copies of all contracts, drawings, specifications, addenda, submittals, shop drawings, change	S	X	P		
22	Observe and schedule contractors' final testing and start-up of utilities, operational systems and equipment -	P	S	P		
23	Coordinate correction of completion of work through punch lists in accordance with contract timeline	X	S	P		

Project Responsibility Matrix

Date Issued: 3/31/2020

Victor Central School District

24	Issue Certificates of Substantial Completion (Includes SED)	X	P	S	X	
25	Collect as-built drawings/O & M manuals/warranties from all contractors and provide to Owner in accordance with timeline	P	S	P		
26	Close-out documentation form contractors	X	S	P		
27	Process final application for payment	X	S	P	X	
28	Provide final accounting of project	S	S	S	P	
29	Change Order Process - Submissions to SED for approval	X	S	P	X	



AIA® Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 17th day of April in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Paragraph Deleted)

Victor Central School District
953 High Street
Victor, NY 14564

and the Construction Manager:

(Paragraph Deleted)

Campus Construction Management Group, Inc.
1241 Pittsford-Victor Road
Pittsford, New York 14534
Telephone No.: 585-545-6567

for the following Project:

(Paragraph Deleted)

Victor Central School District 2021 Capital Improvement Project

The Architect:

(Paragraph Deleted)

SWBR Architecture, Engineering & Landscape Architecture, D.P.C.
387 East Main Street
Rochester, New York 14604
Telephone No.: 585-232-8300

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Exhibit "A". [Need to attach a document that describes the project scope, schedule and budget that has been completed by the Owner & Architect]
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Has been completed by Owner/Architect and annexed as Exhibit "A"

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Has been completed by Owner/Architect and annexed as Exhibit "A"

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

and see Exhibit A

§ 1.1.4 The Construction Manager, in accordance with its professional skill and judgment, shall review the Architect's Project Schedule set forth in the Architect's Agreement and prior to the submission of design to the State Education Department shall prepare its own Project Schedule which shall be a detailed milestone schedule showing dates for the following:

(Paragraph Deleted)

Schedule	Phase 1	Phase 2
Schematic Design Phase Finish	N/A	02/07/2020
Design Development Phase Finish	N/A	05/01/2020
SED Final Submission (95% Construction Documents Phase)	02/28/2020	08/31/2020
100% Construction Documents Phase Finish	03/27/2020	12/18/2020
Anticipated SED Final Approval	03/27/2020	12/18/2020
Bidding Phase Finish	April 2020	January 2021
Contract Award	April 2020	February 2021
Substantial Completion	08/21/2020	10/30/2022
Final Completion	09/15/2020	12/16/2022

Phase 1 Phase 2

(Paragraph Deleted)

§1.1.4.1 Within one (1) month of receiving approval from the New York State Education Department, the Construction Manager shall create a detailed Construction Schedule using critical path and predecessor logic (and phasing plan, if necessary) in the Construction Manager's professional skill and judgment, to be included in the Bid Documents.

(Paragraph Deleted)

This schedule will take into account the Owner's school building use and programmatic needs.

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Competitive Bid Multiple Prime
Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

The Owner is obligated by New York State Law to have Multiple Prime Contracts. The Owner defers to the professional skill and judgment of the Construction Manager to create the Construction Schedule.

§ 1.1.7 Other Project information: The Owner has completed its AHERA Report which is on file at the School District offices and available for use and consideration in connection with this Project.
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

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User Notes:

(3B9ADA5A)

(Paragraph Deleted)

Jay Schickling
Assistant Superintendent for Business
Victor Central School District
953 High Street
Victor, NY 14564

(Paragraphs Deleted)

§

(Paragraphs Deleted)

1.1.9 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Mark Esposito, VP
/Project Executive
Campus Construction Management Group, Inc.
1241 Pittsford-Victor Road
Pittsford, New York 14534
Phone: 585-545-6567
Fax: 585-381-0206

§ 1.1.10 The Construction Manager's staffing plan as required under Section 3.3.2 shall include: See Exhibit B

(Paragraph Deleted)

§ 1.1.11 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:
(List name, legal status, address and other information.)

none

.2 Other consultants:

none

§ 1.1.12 The Construction Manager's consultants retained under Additional Services:

None

§ 1.1.13 Other Initial Information on which the Agreement is based:

None

(Paragraph Deleted)

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the professional services as set forth in this Agreement.

§ 2.2 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect,

Init.

Construction Manager as Adviser Edition as the same may be amended by the Owner and the Architect, and a copy of which shall be provided to the Construction Manager.

§ 2.2.1 The Construction Manager will provide the Basic Services set forth in Article 3 of this Agreement, through the Pre-Construction, Construction and Close-Out phases of the Project, to the extent that such services are applicable to any one (1) or more of these phases.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition as the same may be amended by the Owner and the Architect, and a copy of which shall be provided to the Construction Manager.

§ 2.3.1 The Construction Manager shall supply and commit sufficient personnel (both management and otherwise) to the Project to monitor the Work, record the condition(s) of the Project and the progress of the Work. The Construction Manager shall be provided a fully functional, equipped, and supplied field office space by the Owner convenient to the Project in which progress meetings can be held. This office space shall be fully equipped with computers, printers, copying equipment, telephone and facsimile services, as well as a filing system necessary to house and conveniently access/retrieve any or all of the Construction Manager's records documenting the progress of the Work. The office space will have access to the Owner's wi-fi system. An office trailer has already been established on the Project site and furnished. At its option, the Owner may elect to require the Contractor for General Construction, as part of the Contract Documents requirements for that Construction Contract, to provide such additional furnishing, supplies and equipment for the field office.

§ 2.3.2 The Construction Manager shall have adequate clerical staff skilled in the construction field to maintain the Project Documents in an orderly manner and to provide timely and accurate correspondence, written meeting minutes, inspection records, daily logs, as well as organized photographic documentation of the progress of the Work.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. If at any time during the Project any such representative becomes unacceptable to the Owner (on any lawful basis), the Construction Manager will replace him/her with another representative who is mutually acceptable to the Owner and Construction Manager within ten (10) calendar days after receipt of written notification thereof from the Owner.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 [the insurance requirements contained in this Agreement are subject to review and approval by the Owner's insurance advisor] The Construction Manager shall maintain the following insurance for the duration of this Agreement.

§ 2.6.1 Comprehensive General Liability Insurance naming the Owner as an Additional Insured on a primary and a non-contributory basis, containing an Additional Insured Endorsement CG 2010 and CG 2037, Waiver of Subrogation CG 2404 and CG 2001, Primary and Non-Contributory or equivalent endorsements attached:

General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

Including Bodily Injury and Property Damage, Damage for Premises/Operations, and coverage provided by the General Liability coverage form CG00010 1/96 or equivalent in connection with work to be completed by the Construction Manager and all subcontractors and consultants, with the Owner named as an Additional Insured on a primary and a non-contributory basis. Coverage must be provided on a per project basis.

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All property damage insurance shall include coverage for explosion, collapse and underground operations.

§ 2.6.2 Commercial Automobile Liability Insurance covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than one million (\$1,000,000) combined single limit and aggregate for bodily injury and property damage. Including Bodily Injury and Property Damage for the operation of Any Auto (Symbol 1) used in connection with Work to be completed by the Construction Manager and all subcontractors and consultants, with the Owner named as an Additional Insured on a primary and a non-contributory basis, with Endorsement CA 2048 or equivalent attached.

§ 2.6.3 Umbrella Liability Insurance:

Each Occurrence Limit	\$5,000,000
Aggregate	\$5,000,000

The Umbrella Liability Insurance coverage shall provide additional limits of liability coverage over and above the General Liability and Automobile Liability coverages required by this Agreement.

§ 2.6.4 Worker's Compensation Insurance covering the obligations of the Construction Manager in accordance with applicable law at statutory limits and Employer's Liability Insurance with a policy limit of not less than required by applicable law, covering all operations under this Agreement, whether performed by the Construction Manager, its subcontractors or consultants.

§ 2.6.5 Professional Liability Insurance covering the Construction Manager's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than two million (\$2,000,000) per occurrence and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner for each of the insurance coverages required herein one original or one certified copy of the original policy of insurance, including all endorsements, plus one certificate of insurance, with a brief description of the project or service. The policies and certificates shall show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, and umbrella or excess policies. All such insurance shall be written without expense to the Owner by an insurance company authorized to provide insurance in the State of New York, shall be drawn on standard forms approved by the New York State Insurance Department by a Carrier rated A or better by Standard & Poor's or A.M. Best rating services or otherwise approved in writing by the Owner, and shall protect the Construction Manager, its subcontractors and consultants, and the Owner from liability for claims for personal injury, death and property damage which may arise from performance under this Agreement.

§2.6.6.1 At the request of the Owner the issuing insurance company, agents and/or authorized representatives shall set forth in writing that there are no pending claims against the insured and/or that there is ample coverage remaining to cover the insured in the event of a claim.

§2.6.6.2 The issuing insurance company, agents and/or authorized representatives shall set forth in writing that the insurance: (1) applies to all operations of the Construction Manager in connection with the Work to be performed under this Agreement; (2) applies on the effective dates stated, whether or not the Agreement between the Construction Manager and the Owner has been executed; and (3) is written in accordance with the company's regular policies and endorsements on standard forms approved by the New York State Insurance Department.

§2.6.6.3 Each policy must provide the Owner thirty (30) days advance written notice prior to cancellation, a reduction in coverage, and/or non-renewal of the policy.

§ 2.7 Within thirty (30) days of the bid awards, the Construction Manager shall collect each Prime Contractor's Construction Schedule of its Work. In the event a contractor fails to supply the Construction Manager with a schedule which meets the criteria set forth in the Contract Documents, then the Construction Manager shall notify the Owner and the Architect in writing.

§ 2.8 The Construction Manager, in accordance with its professional skill and judgment, shall create the detailed Construction Schedule (using predecessor logic software) which integrates and coordinates the Prime Contractor's

schedules to meet the overall Construction Milestone Schedule included in the Bid Documents in such a manner as to allow for the orderly and timely completion of the Project.

§ 2.9 In the event that the Construction Manager, based on its professional skill and judgment, determines that any Prime Contractor is more than ten (10) percent behind meeting the deadlines set forth in the Construction Schedule, then the Construction Manager shall notify the Owner and Architect in writing and make a recommendation on the manner in which the Contractor should recover the time on the Construction Schedule. Should this necessitate an update of the Construction Schedule, the Construction Manager shall provide a copy of the updated Schedule to the Prime Contractors, the Architect and the Owner. The Construction Manager will also retain copies of each such updated Schedule and turn over copies of all versions to the Owner at the end of the Project. Absent an approved change order, no updated Construction Schedule will delay the milestone or completion dates set forth in the Construction Schedule.

§ 2.10 The Construction Manager's Basic Services shall be extended throughout the following phases of the Project and durations:

- .1 **Schematic Design Phase Services:** The Construction Manager shall coordinate with the Owner and the Architect by providing cost estimates of Work, as needed, throughout the duration of the Schematic Design phase of the Project as a Basic Service.
- .2 **Construction Document Design Phase Services:** The Construction Manager shall coordinate with the Owner and the Architect by providing cost estimates of Work, and proposed schedules of the Work, as needed, throughout the duration of the Construction Document Design Phase of the Project as a Basic Service.
- .3 **Construction Phase Services:** The Construction Manager shall mobilize and establish its full-time construction management prior to the commencement of construction and continue throughout the Construction phase as determined by the Project Schedule and the Construction Phase Basic Services shall end forty-five (45) days after the last Prime Contractor has fully completed its punch list (with the Architect and Construction Manager having signed off on its punch list) and the date the Architect has issued the final Certificate for Payment. The Construction Manager shall hold weekly coordination meetings throughout the Construction Phase of the Project and, using its professional skill and judgment, shall coordinate the work of the Prime Contractors on the Project.
- .4 **Post-Construction Phase Services:** The Construction Manager shall organize its files during the sixty (60) day time period following the Construction Phase. The Construction Manager shall meet with the Owner and turn over its indexed project files, warranties, operation manuals and as-built records. The Construction Manager shall participate in the eleven (11) month inspection of the Work with the Architect to find all warranty and non-conforming work.
- .5 The Construction Manager shall not be entitled to additional compensation from the Owner unless agreed to in advance in writing by the Owner on the scope of the additional services and amount of the additional fee. The Construction Manager shall not be entitled to any additional service compensation due to the fault of the Construction Manager.
- .6 The Construction Manager and the Owner agree that this Project is contingent upon State Education Department approval. Once the Owner receives State Education Department approval, the parties shall meet and confer and amend this contract in writing to reflect the agreed upon Construction Schedule and align the staffing plan and payments to the Construction Manager to align with the newly agreed upon Construction Schedule.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Articles 2 and 3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

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§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall become fully familiar with the program developed by the Architect and Owner and the requirements necessary for the Project's timely completion.

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) Project schedules, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 The Construction Manager shall meet with the Architect to review the Schematic Design Documents. The Architect and the Construction Manager shall work together on and agree to an estimate of the Cost of the Work prior to the Design Development Phase and shall report same in writing to the Owner. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide written recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall create and maintain the Construction Milestone Schedule developed and agreed to by the Architect and approved by the Owner. The Construction Milestone Schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion. The Construction Manager shall also prepare, and deliver to the Owner, a written Construction Management Plan as set forth in §3.2.3.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and deliver to the Owner and the Architect, as a Basic Service, written detailed cost estimates, at the following intervals, unless otherwise specified in writing by the Owner: 1) the Architect's completed Schematic Design Phase; 2) the Architect's completed Design Development Phase; 3) the Architect's completed Construction Documents Phase; and 4) post-State Education Department submission and approval, prior to the completion of the Bid Documents. The Construction Manager shall include appropriate contingencies for design, bidding, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make written recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make written recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide written recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide written recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors. The Construction Manager shall

review and become familiar with the New York State Department of Education Safety Regulations for the Project.

§ 3.2.11 The Construction Manager shall provide written recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make written recommendations to the Owner that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Construction Milestone Schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

The Construction Manager shall notify Contractors in writing (with copies to the Architect and Owner) of those items which Construction Manager knows require a long lead time to prompt contractors to complete Project on schedule.

§ 3.2.15 The Construction Manager shall meet with each Prime Contractor to ensure that each Prime Contractor's schedule of values contains a detailed breakdown of the Prime Contractor's work, showing the value of the materials and labor for each aspect thereof. The Construction Manager shall assist the Architect with the preparation of the form of the payment application the Prime Contractor shall use based on the approved schedule of values.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi- governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest written estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval. If after review of Owner's incidentals and soft costs, the latest estimate of the Project Cost exceeds the Owner's budget for the Cost of the Work, the Construction Manager shall make written recommendations and provide its services as necessary to bring the estimate within that budget.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Architect with the issuance of bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 With the assistance of the Architect, the Construction Manager shall receive bids and prepare bid analyses. The Construction Manager shall assist the Owner and Architect with the evaluation of the apparent lowest responsible bidders and together with the Architect shall make written recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 With the assistance of the Architect, the Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall assist the Owner and Architect in connection with the Owner's

responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 The Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction by the Owner and terminates ninety (90) days after the Final Completion and Final Certificate of Payment.

§ 3.3.2 The Construction Manager shall provide a written staffing plan to the Owner and Architect which identifies the Project Team, role and anticipated duration of involvement on the Project.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified by the Owner, Architect and Construction Manager.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents. The Construction Manager shall hold weekly construction meetings with all Prime Contractors. The Construction Manager shall publish the fully-integrated Construction Schedule to all Contractors.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Construction Schedule at each meeting. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect. The Construction Manager shall then hold a meeting with all prime contractors impacted by the Construction Schedule milestone(s) not met and shall coordinate the various primes work activities to have the prime contractors back on track to meet the milestones set forth in the construction schedule.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors within three (3) business days of every meeting.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the Construction Schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall, in writing, recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. The Construction Manager shall advise Owner in writing regarding the performance by each of the Contractors. Disputes with a Contractor relating to the execution or progress of the Work or the interpretation of the requirements of the Contract Documents (except interpretations of the drawings and specifications which shall be referred to the Architect) shall be referred to the Construction Manager who may make such written recommendations to the Owner as Construction Manager may deem necessary for the proper execution and timely progress of the Project. Owner, at its discretion, shall take whatever action it deems necessary.

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§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report, in writing, the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and deliver them to the Owner as requested.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records. Additionally, the Construction Manager shall establish accounting procedures which coincide with the procedures utilized by the Owner. The Construction Manager shall also assist the Owner, upon request, with the development and completion of any and all reports required by the State Education Department with respect to the Project.

§ 3.3.12.1 The Construction Manager shall in conjunction with the Architect develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 The Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall

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not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Construction

Manager shall obtain a copy of the Contractors' safety programs, shall review such programs periodically during construction meetings and shall bring any observed deficiencies to attention of Contractors and Owner by written communication.

§ 3.3.14 The Construction Manager shall utilize its professional skill and judgment to determine whether the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents understanding that it is the Construction Manager's responsibility to guard the Owner against deficiencies and defects in the Work. Upon written authorization from the Owner and in consultation with the Architect, the Construction Manager shall advise the Owner that additional inspection or testing of the Work is required in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect and Owner, may reject Work which does not conform to the requirements of the Contract Documents.

§ 3.3.14.1 The Construction Manager shall monitor and advise the Owner and Architect of any deviation from the sequence of construction in accordance with the Contract Documents and Construction Schedule.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work. If, however, the Construction Manager observes any safety program or action at the site which it believes is improper (including any deviation from the Project or construction schedules) or in violation of applicable law or rules, it shall immediately advise the Owner, in writing.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The responsibilities associated with Change Order and Change Directive preparation and filing shall be determined and coordinated between the Architect and the Construction Manager, consistent with their responsibility matrix. Consistent with the responsibility matrix, the Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit written recommendations to the Architect and Owner, and, if they are accepted, in conjunction with the Architect, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents. After Change Orders or Construction Change Directives are prepared and signed by the Construction Manager, the Construction Manager shall submit same to the Architect and Owner for approval and execution.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims.

§ 3.3.19 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. If the Construction Manager becomes aware of any delay in the submission or review of Shop Drawings, Product Data, Samples and other submittals, the Construction Manager shall promptly advise the Owner, with a copy to the Architect, in writing.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding Submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require.

The Construction Manager shall take photographs and video recordings of the progress of the Work, which in its professional skill and judgment, are properly sufficient to document same and protect the Owner's interests. With respect to said photographs and video, the Construction Manager shall document the date, time and description of what is depicted in the photograph and/or video.

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require.

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site, one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer retained by the Owner. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security by others of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager and Architect consider each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, together with the Owner and Architect, prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The

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Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall monitor the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager together with the Architect shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors to determine when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written amendment to this Agreement signed by the Owner and Construction Manager.

§ 3.3.29 Ten (10) months after the substantial completion of the Work, and prior to the expiration of Contractor's warranty, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance to determine if there are any deficiencies or non-conforming work. In the event any deficiencies or non-conforming work is uncovered, then the Construction Manager shall contact the appropriate Contractor to have the deficiencies or non-conforming work repaired prior to the expiration of the warranty.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The services described in this Article 4 are Additional Services and are not included in Basic Services. They shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

Additional Services shall be compensated only with the prior written approval of the Owner, which shall include a description of the Additional Services, the amount of or the method of determining the compensation for such Additional Services, and the impact, if any, on the Project Schedule.

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings of existing conditions/facilities	NP	
§ 4.1.2 Architectural interior design	NP	
§ 4.1.3 Tenant-related services	NP	
§ 4.1.4 Commissioning (B211-2007)	NP	
§ 4.1.5 LEED certification	NP	
§ 4.1.6 Furniture, furnishings, and equipment design	NP	

§ 4.2 (Paragraph Deleted)

Upon recognizing the need for Additional Services, the Construction Manager shall notify the Owner in writing with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a material change in the Scope of the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work.

- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement.

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(Paragraphs Deleted)

Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work.

(Paragraphs Deleted)

- .4 Services as the Initial Decision Maker.

(Paragraphs Deleted)

§ 4.3.3 If the services covered by this Agreement have not been completed within 60 days after the substantial completion date set forth in Section 1.1.4 herein, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be subject to mutual agreement between Construction Manager and Owner with respect to changes in the Construction Milestone Schedule and additional fees, if any.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall with the assistance of the Architect and the Construction Manager provide information in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner shall with the assistance of the Architect and Construction Manager establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Construction Manager and Architect will work together and agree on the initial and all other estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

(Paragraph Deleted)

§ 5.4 The Owner shall retain an Architect, and shall provide to the Construction Manager a copy of the Agreement between the Owner and Architect. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 5.5 The Owner's representative authorized to act on the Owner's behalf with respect to the Project is set forth in § 1.1.8 of this Agreement. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services. It is understood that there will be some decisions that will be beyond the authority of the designated representative and that require review and/or action by the Owner's Board of Education; in such circumstances it is understood that making the required decision may take a longer period of time.

§ 5.6 Unless provided by the Construction Manager, the Owner upon request from the Construction Manager shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Owner shall compensate the Architect to perform geotechnical services, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials,

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seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The

Owner shall furnish tests, inspections and reports required by law or the Contract Documents when so notified by the Architect, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.11 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

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5.13 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.14 The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, compensation of the Construction Manager and Construction Manager's consultants, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work (identified as such) or other costs that are the responsibility of the Owner.

§ 6.1.1 Pursuant to the Education Law, the Owner must obtain approval of the voters of the District for the Project, and for the maximum project expenditure (sometimes referred to herein as the "Referendum Amount"). This Referendum Amount constitutes a fixed-limit maximum expenditure for the Project.

§ 6.1.2 For purposes of this Agreement, the Project Cost shall be the total cost to the Owner of the Project, including, but not necessarily limited to, the Cost of the Work, the compensation of the Architect and the Architect's Consultants, the compensation of the Construction Manager and Construction Manager's consultants, the cost of other project representation, costs of land, rights-of-way, financing costs, legal fees, and all other costs associated with the Project. The Construction Manager acknowledges that the Owner is bound by law to maximum project expenditure not to exceed the approved Referendum Amount. In other words, the Project Cost may be less than the Referendum Amount, but may never exceed the Referendum Amount.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information (see Exhibit A), and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's professional judgement. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate written recommendations to the Owner to adjust the Project's size, quality or budget, (including but not limited to, design alternatives, material choices, building systems, equipment, etc.) for the Owner's consideration and approval.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work, so long as the overall Project Cost does not exceed the Referendum Amount;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service or any other information, used on the Project. Ownership of and rights to the Drawings, Specifications and other documents prepared by the Architect is governed by the agreement between the Owner and the Architect and not by this Agreement. The Construction Manager may retain one record set thereof.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than as provided by law.

§ 8.1.2 The

Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and/or its consultants in the performance of services under this Agreement.

(Paragraph Deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to commencing litigation. If either party will be prejudiced by waiting until the mediation has concluded, then either party may proceed in accordance with applicable law to comply with filing deadlines prior to resolution of the matter by mediation.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be governed by the American Arbitration Association's Construction Industry Mediation Procedures in effect on the date of this Agreement, but unless the parties mutually agree, the American Arbitration Association shall not administer or

oversee the mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with a mutually agreeable person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of the litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed on. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the parties shall proceed to litigation in the

New York State Supreme Court for the County where the project is located. The costs of any binding dispute resolution procedures and reasonable attorney's fees shall be
(Paragraphs Deleted)

borne by the non-prevailing party, as determined by the adjudicator of the dispute.

§ 8.2.5 In the event the Owner files a demand for mediation or commences litigation arising out of or in connection with this

Agreement, the Owner shall be
(Paragraph Deleted)

entitled to withhold up to 110% the amount of the demand or claim.

(Paragraph Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If, through no fault of the Construction Manager, the Owner fails to make two consecutive payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Owner suspends the Project

for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.2 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.3 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.4 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination (equitably pro-rated for the period from the Construction Manager's last payment to the date of termination), together with Reimbursable Expenses then due, provided that the Construction Manager delivers all existing Project records held in its files or otherwise to the Owner in a useful and organized manner.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of New York without regard to conflict of law principles.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction as revised by the parties and contained in the Contract Documents, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.5 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Notwithstanding the above limitations, it is understood that the Construction Manager shall provide the same services for the Owner with respect to any asbestos removal activities or other environmental activities as are provided by the Construction Manager with respect to all other activities of the Project.

§ 10.6 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

(Paragraph Deleted)

§ 10.7 The Construction Manager agrees to maintain sufficient on-site records and information to document all aspects of the Project within the scope of the Construction Manager's services, and to permit and assist in any on-site inspection or audit of such records and information by Owner or its designee. The Construction Manager agrees to maintain all records, reports and other documentation arising from performance of this Agreement for a period of three years after termination of the Project or for such longer period as shall be necessary or appropriate in the event of unresolved claims or litigation relating to the Project.

§

10.8 *In the event that any term or provision, or part thereof, of this Agreement is held to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or*

(Paragraph Deleted)

local governments to which this Agreement is subject, such term or provision, or part thereof, shall be deemed severed from this Agreement and the remaining term(s) and provision(s) shall remain unaffected thereby.

§10.9 **TRADE CONTRACTS** Unless otherwise mutually agreed by the parties, the terms and conditions of Owner-Contractor Contracts, and any supplementary conditions, shall be reasonably satisfactory to the Construction Manager. The Owner shall provide the Construction Manager with copies of all executed Owner-Contractor Contracts. The Owner shall ensure that each Owner-Contractor Contract:

.1 contains the following or equivalent language:

"To the fullest extent permitted by law, Contractor hereby agrees to indemnify and defend Owner, Construction Manager, their directors/trustees, officers, members, employees, agents and consultants ("Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent

acts or omissions of the Contractors, Contractor's subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. This provision shall survive the termination of this Agreement."

2. provides that the Construction Manager is in all cases acting solely on behalf of the Owner in soliciting, awarding and administering the Trade Contracts:

3. contains the following or equivalent language:

"The Contractor shall name the Construction Manager as an additional insured under the Contractor's comprehensive automobile liability, commercial general liability and umbrella policies issued for this Project, with such coverage being primary and non-contributing with any other insurance available to the Construction Manager, and provided using an ISO additional insured endorsement form that specifically names the Construction Manager as an additional insured, including CG 20 10 (11/85) or any industry accepted endorsement with equivalent wording and coverage, and further to provide the Construction Manager with a copy of said additional insured endorsement form.

In the event Contractor is unable to procure such coverage specifically naming the Construction Manager as an additional insured, Contractor shall notify the Owner and Construction Manager. Subject to the approval of Owner and Construction Manager, Contractor may provide a blanket additional insured endorsement in favor of the Construction Manager using ISO additional insured endorsement form CG 20 38 (04/13) or any industry accepted endorsement with equivalent wording and coverage, provided that such coverage does not preclude coverage in favor of the Construction Manager based on its lack of privity with Contractor, nor limits such coverage to operations performed by Contractor for the Construction Manager. The Contractor shall provide the Construction Manager with a copy of said additional insured endorsement form."

.4 contains the following language with respect to safety:

Prevention of accidents at the site is the responsibility of the Contractor, its employees, subcontractors, and suppliers, and all other Contractors, persons, and entities at the site. The Contractor shall establish its own safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction. The Construction Manager is not responsible for identifying unsafe practices, and the Construction Manager's failure to stop the Contractor's unsafe practices shall not relieve the Contractor of its responsibility for safety. The Contractor shall indemnify the Construction Manager and the Owner for fines and penalties imposed on the Construction Manager or Owner as a result of safety violations.

§10.10 The Construction Manager shall not have any liability for or responsibility under any Owner-Contractor Contract executed by the Owner for a Contractor's failure to perform its Work in accordance with the Contract Documents and the Construction Manager's activities as set forth in this Agreement shall imply no such liability or responsibility. Contractors and *their subcontractors and suppliers are not intended to be and shall not be third-party beneficiaries of this Agreement.*

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager by mutual written agreement of the parties.

(Table Deleted)

§11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1

(Paragraph Deleted)

- Fees paid for securing approval of authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, standard form documents; and
 - .3 Postage, handling and delivery.

(Paragraphs Deleted)

§ 11.6.2 The Owner shall pay the actual cost of Construction Manager's reimbursable expenses which are properly documented in its invoices as provided in this Agreement.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 The Owner shall pay the Construction Manager a fixed total lump sum fee of One Million Three Hundred Eighteen Thousand dollars (\$1,318,000.00). This fee will include the processing of all change orders, alternates, punch list work, and other services normally included in the Construction Manager's work.

§ 11.7.2 The compensation for Construction Manager's Basic Services shall be allocated, capped and paid per each Phase of the Project as follows:

(Paragraph Deleted)

- Preconstruction Phase Services: Sixteen (16) monthly payments of Eighteen Thousand One Hundred Twenty Two Dollars and Fifty Cents. (\$18,122.50). (December 2019 through March 2021)
- Construction Phase Services: Nineteen (19) monthly payments of Fifty-Two Thousand Twenty Six Dollars and Thirty Two Cents (\$52,026.32). (April 2021 through October 2022)
- Close-Out Phase Services: Two (2) monthly payments of Nineteen Thousand Two Hundred Twenty Five dollars (\$19,225). (November 2022 through December 2022)

§ 11.7.3 The Construction Manager shall invoice the Owner on a monthly basis. The dollar amount of each invoice will vary depending upon which phase the Project is in (as set forth in Section 11.7.2) and whether the phase has been completed on or before its anticipated completion date as set forth in the Project Schedule. For example, during the Preconstruction Phase, the Construction Manager may only invoice the Owner (in equal monthly installments) the amount set forth in Section 11.7.2. However, in the event that any phase of the Project (as outlined in Section 11.7.2) is extended beyond its corresponding anticipated completion date (as set forth in the Project Schedule), the Construction Manager shall not be permitted to invoice the Owner further until that phase is completed.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 It is understood that the use of an Architect by the Owner shall not diminish the responsibilities and obligations of the Construction Manager in any way.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral, dealing with the subject matter hereof, including but not limited to any consulting or pre-referendum agreements related to the Project defined herein. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser, as modified.
- .2 AIA Document A2321™-2009, General Conditions of the Contract for Construction, as modified.

.3 Other documents: Exhibit "A" – Project Scope, Schedule and Budget

Exhibit "B" – Construction Manager's staffing plan

(Paragraph Deleted)

Exhibit "C" – Architect-Construction Manager Coordination Matrix, (if not attached hereto, the Parties agree to work with the Architect to reach mutual agreement on a Responsibility Matrix and attach same as an exhibit to this Agreement and the Architect services agreement)

- This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of a signature page attached to this Agreement containing one or more signatures by facsimile or other electronic means shall be as effective as delivery of the original signature page to this Agreement. This Agreement shall not be binding until all Parties have signed.

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

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)



(Printed name and title)

(u)

Init.



CAMPCON-02

PKOSKA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rose & Kiernan, Inc. 1175 Pittsford-Victor Road Suite 210 Pittsford, NY 14534	CONTACT Pamela J. Koska, CPCU	
	PHONE (A/C, No, Ext): 4461	FAX (A/C, No):
INSURED Campus Construction Management Group, Inc. 1241 Pittsford-Victor Road Pittsford, NY 14534	E-MAIL pkoska@rkinsurance.com	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Fire Insurance Co of Hartford	20478
	INSURER B: Continental Casualty Company	20443
	INSURER C: The Continental Insurance Company	35289
INSURER D: Valley Forge Insurance Company	20508	
INSURER E: Columbia Casualty Company	31127	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	6045629140	12/30/2019	12/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	6045629137	12/30/2019	12/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	6045629168	12/30/2019	12/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	6045629154	12/30/2019	12/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Prof/Pollution		6045629171	12/30/2019	12/30/2020	Each Occurrence \$ 5,000,000
E	Prof/Pollution		6045629171	12/30/2019	12/30/2020	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: #2019-901 Victor Central School District 2021 Capital Improvement Project

Victor Central School District is included as an additional insured on a primary & non-contributory basis with respect to General Liability, Auto and Umbrella Liability as required by written contract.

CERTIFICATE HOLDER

Victor Central School District
953 High St.
Victor, NY 14564

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Rose & Kiernan, Inc.		NAMED INSURED Campus Construction Management Group, Inc. 1241 Pittsford-Victor Road Pittsford, NY 14534	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Per forms noted:

General Liability:

**G18652JNY 07/12 Contractors' General Liability Extension Endorsement-New York
 Blanket Additional Insured, Waiver of Subrogation, Primary & Non-contributory and
 Per project Aggregate**

**G17957H 01/13 Blanket Additional Insured - Owners, Lessee or Contractors - with
 Products - Completed Operations Coverage Limited Liability (Blanket Additional
 Insured Products/Completed Operations)**

Umbrella:

CNA75504XX 03/15 Paramount Excess and Umbrella Liability Policy (Follow Form)

Workers' Compensation:

WC000313 04/84 Waiver of our right to recover from others endorsement

<i>Capital Improvement Project</i>	Conceptual Budget
Early Childhood School	\$5,251,648
Victor Primary School	\$4,197,315
Victor Intermediate School	\$1,058,000
Victor High School	\$2,540,709
Victor Bus Garage	\$191,512
Victor Campus Wide	\$1,803,797
New Transportation Building	\$7,392,370
Subtotal Construction Budget	\$22,435,350
Construction Contingency	\$1,570,474
Incidental Budget	\$5,281,602
Capital Improvement Project	\$29,287,427

Notes For Estimate Dated 10/2/19

1 Campus CMG has updated previous estimate to reflect revision to scope per 10/1/19 BOE Meeting

Project Estimate Summary
Victor CSD - 2019 CIP
Updated Conceptual Scope per Documents Provided 9/24/19
Capital Improvement Project Conceptual Scope

		Unit Quantity	Type	Unit Cost	Initial Cost	Escalation 2023 15%	Design Contingency 15%	Subtotal Construction Budget	Construction Contingency 7%	Incidental Budget 22%	Total Scope of Work Value
Early Childhood School											
Addition											
1. Third Story Addition											
		7,500 sf		300.00	\$2,250,000	\$337,500	\$388,125	\$2,975,625	\$208,294	\$700,462	\$3,884,381
Addition Subtotal											
Renovations											
1. Add Exterior Toilets											
		1 ls		100,000.00	\$100,000	\$15,000	\$17,250	\$132,250	\$9,258	\$31,132	\$172,639
2. Roof Replacement											
		61,000 sf		26.00	\$1,586,000	\$237,900	\$273,585	\$2,097,485	\$146,824	\$493,748	\$2,738,057
3. Crawlspace Ventilation											
		1 ls		35,000.00	\$35,000	\$5,250	\$6,038	\$46,288	\$3,240	\$10,896	\$60,424
Renovations Subtotal											
					\$1,721,000	\$258,150	\$296,873	\$2,276,023	\$159,322	\$335,776	\$2,971,120
Subtotal Early Childhood School											
					\$3,971,000	\$595,650	\$684,998	\$5,251,648	\$367,615	\$1,236,238	\$6,855,501
Victor Primary School											
Renovations											
1. Kitchen and Serving Line Renovations											
		1 ls		173,772.87	\$173,773	\$26,066	\$29,976	\$229,815	\$16,087	\$54,098	\$300,000
2. Add Ventilation in Kln Room											
		1 ls		10,000.00	\$10,000	\$1,500	\$1,725	\$13,225	\$926	\$3,113	\$17,264
3. Add Ventilation to Basement											
		1 ls		25,000.00	\$25,000	\$3,750	\$4,313	\$33,063	\$2,314	\$7,783	\$43,160
4. Roofing Replacement											
		102,500 sf		26.00	\$2,665,000	\$399,750	\$459,713	\$3,524,463	\$246,712	\$829,658	\$4,600,833
Renovations Subtotal											
					\$2,873,773	\$431,066	\$495,726	\$3,800,565	\$266,040	\$894,653	\$4,961,257
Sitework											
1. Replace Playground											
		1 ls		300,000.00	\$300,000	\$45,000	\$51,750	\$396,750	\$27,773	\$93,395	\$517,917
Sitework Subtotal											
					\$300,000	\$45,000	\$51,750	\$396,750	\$27,773	\$93,395	\$517,917
Subtotal Victor Primary School											
					\$3,173,773	\$476,066	\$547,476	\$4,197,315	\$293,812	\$988,048	\$5,479,175

Project Estimate Summary
Victor CSD - 2019 CIP
Updated Conceptual Scope per Documents Provided 9/24/19
Capital Improvement Project Conceptual Scope

	Unit Quantity	Type	Unit Cost	Initial Cost	Escalation 2023 15%	Design Contingency 15%	Subtotal Construction Budget	Construction Contingency 7%	Incidental Budget 22%	Total Scope of Work Value
Victor Intermediate School										
Renovations										
1. Carpet Replacement Throughout Building	50,000	sf	10.00	\$500,000	\$75,000	\$86,250	\$661,250	\$46,288	\$155,658	\$863,196
Renovations Subtotal				\$500,000	\$75,000	\$86,250	\$661,250	\$46,288	\$155,658	\$863,196
Sitework										
1. Replace Playground	1	ls	300,000.00	\$300,000	\$45,000	\$51,750	\$396,750	\$27,773	\$93,395	\$517,917
Sitework Subtotal				\$300,000	\$45,000	\$51,750	\$396,750	\$27,773	\$93,395	\$517,917
Subtotal Victor Intermediate School				\$800,000	\$120,000	\$138,000	\$1,058,000	\$74,060	\$249,053	\$1,381,113

Victor High School										
Addition										
1. Boys Locker Rooms Addition	2,045	ls	350.00	\$715,750	\$107,363	\$123,467	\$946,579	\$66,261	\$222,825	\$1,235,665
Addition Subtotal				\$715,750	\$107,363	\$123,467	\$946,579	\$66,261	\$222,825	\$1,235,665
Renovations										
1. Replace HVAC Equipment and Air Handlers	1	ls	\$73,841.50	\$573,842	\$86,076	\$98,988	\$758,905	\$53,123	\$178,646	\$990,675
2. Replace piping for Better Flow of Hot Water, Rebalance Pumps	1	ls	\$40,000.00	\$40,000	\$6,000	\$6,900	\$52,900	\$3,703	\$12,453	\$69,056
3. Provide Exhaust to Science Storage	1	ea	\$10,000.00	\$10,000	\$1,500	\$1,725	\$13,225	\$926	\$3,113	\$17,264
4. Provide exhaust to Locker/Toilet/Janitorial Room Adjacent to Kitchen 159	1	ea	\$12,000.00	\$12,000	\$1,800	\$2,070	\$15,870	\$1,111	\$3,736	\$20,717
5. Provide Exhaust to Locker/Toilet/Janitorial Room Adjacent to Jr High Kitchen	1	ea	\$12,000.00	\$12,000	\$1,800	\$2,070	\$15,870	\$1,111	\$3,736	\$20,717
6. Locker/Athletics Renovation	835	sf	\$29,625	\$245,444	\$36,818	\$43,382	\$303,679	\$21,258	\$71,486	\$396,423
7. Locker Room Ceiling Removals and Prep for New Finishes	6,000	sf	45.00	\$270,000	\$40,500	\$46,575	\$357,075	\$24,995	\$84,055	\$466,126
Renovations Subtotal				\$1,147,467	\$172,120	\$197,938	\$1,517,524	\$106,227	\$357,225	\$1,980,976
Sitework										
1. Track Surface - Repairs	1	ls	\$7,924.29	\$57,924	\$8,689	\$9,992	\$76,605	\$5,362	\$18,033	\$100,000
Sitework Subtotal				\$57,924	\$8,689	\$9,992	\$76,605	\$5,362	\$18,033	\$100,000
Subtotal Victor High School				\$1,921,141	\$288,171	\$331,397	\$2,540,709	\$177,850	\$598,083	\$3,316,641

		Unit Quantity	Type	Unit Cost	Initial Cost	Escalation 2023 15%	Design Contingency 15%	Subtotal Construction Budget	Construction Contingency 7%	Incidental Budget 22%	Total Scope of Work Value
Victor Bus Garage Renovations											
1. Misc. Renovations		1	ls	144,810.72	\$144,811	\$21,722	\$24,980	\$191,512	\$13,406	\$45,082	\$250,000
Renovations Subtotal					\$144,811	\$21,722	\$24,980	\$191,512	\$13,406	\$45,082	\$250,000
Subtotal Victor Bus Garage					\$144,811	\$21,722	\$24,980	\$191,512	\$13,406	\$45,082	\$250,000
Victor Campus Wide Renovations											
1. IT/Computer Upgrades		1	ls	388,092.74	\$388,093	\$58,214	\$66,946	\$513,253	\$35,928	\$120,820	\$670,000
2. Integrated Flat Panels Displays		1	ls	\$25,836.69	\$525,837	\$78,876	\$90,707	\$695,419	\$48,679	\$163,702	\$907,800
Renovations Subtotal					\$913,929	\$137,089	\$157,653	\$1,208,672	\$84,607	\$284,521	\$1,577,800
Site											
1. Perimeter Site Drainage on East Side of Campus		1	ls	250,000.00	\$250,000	\$37,500	\$43,125	\$330,625	\$23,144	\$77,829	\$431,598
2. Repair Damaged Pavement Sections		1	ls	200,000.00	\$200,000	\$30,000	\$34,500	\$264,500	\$18,515	\$62,584	\$345,599
Site Subtotal					\$450,000	\$67,500	\$77,625	\$595,125	\$41,659	\$140,413	\$777,197
Subtotal Victor Campus Wide					\$1,363,929	\$204,589	\$235,278	\$1,803,797	\$126,266	\$424,935	\$2,354,997

Project Estimate Summary
Victor CSD - 2019 CIP
Updated Conceptual Scope per Documents Provided 9/24/19
Capital Improvement Project Conceptual Scope

	Unit	Quantity	Type	Unit Cost	Initial Cost	Escalation 2023 15%	Design Contingency 15%	Subtotal Construction Budget	Construction Contingency 7%	Incidental Budget 22%	Total Scope of Work Value
New Transportation Building											
Additions											
1. Transportation Building - Revised		10,750 sf		350.00	\$3,762,500	\$564,375	\$649,031	\$4,975,906	\$348,313	\$1,171,328	\$6,495,548
2. Bus Lifts		4 ea.		150,000.00	\$600,000	\$90,000	\$103,500	\$793,500	\$55,545	\$186,790	\$1,035,835
Additions Subtotal											
					\$4,362,500	\$654,375	\$752,531	\$5,769,406	\$403,858	\$1,358,118	\$7,531,383
Site											
1. Paving Connections to Existing Parking		15,000 sf		15.00	\$225,000	\$33,750	\$38,813	\$297,563	\$20,829	\$70,046	\$388,438
2. Storm Water Solutions		1 ls		500,000.00	\$500,000	\$75,000	\$86,250	\$661,250	\$46,288	\$155,658	\$863,196
3. Utilities		1 ls		502,194.00	\$502,194	\$75,329	\$86,628	\$664,152	\$46,491	\$156,341	\$866,983
Site Subtotal											
					\$1,227,194	\$184,079	\$211,691	\$1,622,964	\$113,607	\$382,046	\$2,118,617
Subtotal New Transportation Building											
					\$5,589,694	\$838,454	\$964,222	\$7,392,370	\$517,466	\$1,740,164	\$9,650,000



Exhibit "B"

December 13, 2019

Mr. Christopher Marshall
Director of Facilities
Victor Central School District
953 High Street
Victor, NY 14564

2021 Capital Project: Proposal for Construction Management Services

Dear Mr. Marshall:

Congratulations on your approved capital project referendum! Thank you for inviting Campus Construction Management Group to submit our proposal to provide continued construction management services for Victor Central School District. We are pleased to have been able to work with the District through the pre-referendum process, and we are excited about working with you following the successful vote.

Now that we have an in-depth understanding of the project scope and have developed a preliminary timeline, we are proposing our project staffing and compensation to provide pre-construction, construction, and closeout phase services for the 2021 Capital Project.

George Spinaris will continue to lead the team, with my additional support. His familiarity with the District's facilities and staff will streamline planning and construction and preserve continuity within the Project Team. Our complete staffing for each phase of the project is further detailed in the attached proposal.

Again, thank you for entrusting the delivery of your project to Campus. We look forward to working with the District and the Project Team to deliver a successful project.

Sincerely,

Campus Construction Management Group, Inc.

Mark Esposito
Vice President

Enc: Proposal for Construction Management Services, Staff Management Plan
Cc: T. Sexton



Campus Construction Management Group Inc.
Building on Knowledge

1241 Pittsford-Victor Road, Pittsford, New York 14534 • P: 585.545.6567 • F: 585.381.0206 • www.campuscmg.com



PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES

Prepared for Victor Central School District

December 13, 2019

Campus Construction Management Group's proposed compensation to provide construction management services for the Victor Central School District's 2021 Capital Improvement Project is based on the following project delivery plan:

- ▶ **Approved referendum amount:** - **\$27,593,128**
- ▶ **Anticipated project schedule:**
 - Public referendum - 11/18/2019
 - Preconstruction phase - 12/01/2019 – 03/31/2021 (16 months)
 - Construction phase
 - Intermediate School Roofing - 06/01/2020 – 08/31/2020 (3 months)
 - Remaining Construction Phase - 04/01/2021 – 10/31/2022 (19 months)
 - Closeout - 11/01/2022 – 12/31/2022 (2 months)

- ▶ **Project personnel to include the following staff positions:**

Name	Title / Role	Involvement
Mark Esposito, VP	Project Executive	As required throughout project
George Spinaris	Sr. Project Manager	Part time and as required throughout project
Alex Schrader Mike Vistocco	Assistant Project Managers	Part time prior to construction, full time throughout construction
Jim Cotter	Senior Field Manager	Part time as required prior to construction, full time on site throughout construction
John Radesi, Jr.	Chief Estimator	As required throughout project
Michelle Fishbaugh	Administrative Assistant	Part time throughout project

- ▶ A field office for use by the Construction Manager, the Architect and other project consultants will be competitively bid for through the general-trades packages to obtain the most competitive pricing; thus, they will be considered a "Cost of the Work." All associated equipment/supplies/telecommunications are assumed to be furnished by the District.
- ▶ Campus will provide pre-construction and construction phase construction management services as described in this proposal and its attachments, and in accordance with AIA Document C132 CMA - 2009 Standard Form of Agreement between Owner and Construction Manager as Adviser.

Based on these assumptions, our proposed lump-sum compensation is as follows:

Pre-referendum Phase	no charge
Preconstruction Phase	\$289,960
Construction Phase	\$988,500
<u>Close-out</u>	<u>\$38,450</u>
Total	\$1,318,000

These amounts include all costs associated with our project services, including staff salaries, benefits, insurance, travel, and contribution to corporate overhead and profit.



December 12, 2019



Exhibit "C"

Project Responsibility Matrix

Date Issued: 3/31/2020

Victor Central School District

2021 Capital Improvement Project

Key: P = Primary Responsibility X = Cross Reference/Awareness Required S = Supplementary Responsibility

Services		Owner	A/E	CM	Financial	Attorney
Pre - Construction Phase						
1	Review Owner's program and provide preliminary evaluation of feasibility	X	S	P		
2	Prepare preliminary estimates of Construction Cost	X	S	P	X	
3	Review Design Documents for feasibility of construction methods	X	S	P		
4	Prepare and periodically update project design schedule	X	P	S		
5	Prepare/update estimates of construction cost at periodic intervals	X	S	P	X	
6	Make recommendations to Owner and Architect regarding constructability	X	X	P		
7	Assign responsibility for temporary project facilities/equipment	X	X	P		X
8	Recommend responsibility for safety program	X	X	P		X
9	General Requirements Review	X	S	P		P
10	Advise on division of project into individual contracts, alternates	X	S	P		X
11	Value engineering	X	S	P		
12	Establish and maintain overall budget monitoring system	S	S	S	P	
13	Review construction documents to verify the work of each contract is coordinated with the documents	X	P	S		
14	Provide cash flow projections as required by Financial Consultant	S	X	P	X	
15	Calculate Maximum Cost Allowances immediately upon SED approval. Distribute to Project Team	S	S	S	P	
16	Identify/coordinate ordering of long lead items	X	S	P		
17	Assist Owner in selecting, retaining and coordinating services of surveyors, special consultants and testing labs	S	P	S		X
18	Develop and maintain bidders list (encourage preferred bidders)	X	S	P		
19	Issue bid documents to bidders and conduct pre-bid meeting	X	P	S		
20	Issuance of addenda to bidding documents	X	P	S		
21	Prepare bid analysis, make recommendation to Owner regarding award of contracts	X	S	P	X	
22	Manage SWPPP/Special Inspections	X	P	S		

Project Responsibility Matrix

Date Issued: 3/31/2020

Victor Central School District

2021 Capital Improvement Project

Key: P = Primary Responsibility X = Cross Reference/Awareness Required S = Supplementary Responsibility

Services		Owner	A/E	CM	Financial	Attorney
Construction and Post-Construction Phases						
1	Receive and Review Contractors' Insurance and Bonding documents	X	S	P		S
2	Prepare contracts for construction	X	S	P		X
3	Conduct pre-construction meeting	X	S	P		
4	Provide administration of contracts for construction	X	S	P		
5	Designate contractors' staging areas, haul routes, within and outside work areas. Designate areas requiring temporary	S	X	P		
6	Coordinate scheduled activities of contractors	X	X	P		
7	Schedule and conduct job and field meetings	X	X	P		
8	Create, maintain, and distribute minutes of job and field meetings	X	X	P		
9	Update project construction schedule	X	S	P		
10	Update cash flow projections to the Financial Consultant as required	S	S	P	P	
11	Coordinate sequence of construction	X	X	P		
12	Manage SWPPP/Special Inspections	X	P	S		
13	Review contractor performance as it relates to conformance to the contract documents	X	S	P		
14	Review and process contractor Applications for Payment	X	P	P		
15	Transmit requests for information (RFI's) to the Architect with a recommendation for review; distribute responses	X	S	P		
16	Review requests and change orders, prepare and submit to Architect and Owner with a recommendation for review	X	S	P	X	
17	Prepare proposal requests and change orders, including official AIA and SED documentation	X	S	P	X	
18	Schedule, coordinate and oversee independent testing services retained for the project	S	X	P		
19	Coordinate/implement procedures for submittal review and distribution	X	P	S		
20	Provide written progress reports to the Owner and Architect	X	X	P		
21	Maintain on project site copies of all contracts, drawings, specifications, addenda, submittals, shop drawings, change	S	X	P		
22	Observe and schedule contractors' final testing and start-up of utilities, operational systems and equipment -	P	S	P		

Project Responsibility Matrix

Date Issued: 3/31/2020

Victor Central School District

23	Coordinate correction of completion of work through punch lists in accordance with contract timeline	X	S	P		
24	Issue Certificates of Substantial Completion (Includes SED)	X	P	S	X	
25	Collect as-built drawings/O & M manuals/warranties from all contractors and provide to Owner in accordance with timeline	P	S	P		
26	Close-out documentation from contractors	X	S	P		
27	Process final application for payment	X	S	P	X	
28	Provide final accounting of project	S	S	S	P	
29	Change Order Process - Submissions to SED for approval	X	S	P	X	

GENERAL RESOLUTION
FOR THE PURPOSE OF
PARTICIPATING IN A COOPERATIVE BID COORDINATED BY
THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF
ONTARIO, SENECA, WAYNE AND YATES COUNTIES
FOR

Various Commodities and/or Services

WHEREAS, The Board of Education, _____ School District of New York State desires to participate in a Cooperative Bidding Program conducted by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties from year to year or, until this Resolution is rescinded, for the purchase of Various Commodities and/or Services. And...

WHEREAS, The Board of Education, _____ School District of New York State is desirous of participating with The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties in the joint bid of the commodities and/or services mentioned below as authorized by General Municipal Law, Section 119-o... And...

WHEREAS, The Board of Education, _____ School District of New York State has appointed The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties as representative to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to the Board of Education, _____ School District of New York State and making recommendations thereon...

THEREFORE...

BE IT RESOLVED, That The Board of Education, _____ School District of New York State and The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties hereby accepts the appointment of The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters related above... And...

BE IT FURTHER RESOLVED, That The Board of Education _____ School District of New York State authorizes the above-mentioned Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties to represent it in all matters regarding the entering into contract for the purchase of the below-mentioned commodities and/or services... And...

BE IT FURTHER RESOLVED, That The Board of Education _____ School District of New York State agrees to assume its equitable share of the costs incurred as a result of the cooperative bidding... And...

NOW, THEREFORE, BE IT RESOLVED, That The _____ on behalf of the Board of Education, _____ School District of New York State hereby is authorized to participate in cooperative bidding conducted by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties for various commodities and/or services and if requested to furnish The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties an estimated minimum number of units that will be purchased by The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties. The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties is hereby authorized to award cooperative bids to the bidder deemed to be the lowest responsive and responsible meeting the bid specifications and otherwise complying with Article 5-A of the General Municipal Law of the State of New York relating to public bids and contracts.

Date

Supt. of Schools/ Designated Rep.

School District

COOPERATIVE BIDS

The Board of Cooperative Educational Services of Ontario, Seneca, Wayne and Yates Counties intend to solicit bids listed below in the name of the participants in accordance with their expressed needs. (Check yes or no, if interested at this time. Interest in participating at a later time should be indicated in writing to the Purchasing Director. Interest in participating in new cooperative bids will be surveyed as appropriate. Solicitation of actual quantities will be made at a later time.)

WFL	BID #	BID NAME	PARTICIPATION	
			YES	NO
	01	Fresh Fruits & Vegetables	<u>X</u>	_____
	02	Telecommunications Network Services	<u>X</u>	_____
	03	First Aid Supplies & Equipment	<u>X</u>	_____
	06	Paper: Copy, Card, Computer, NCR, Misc & Envelopes	<u>X</u>	_____
	07	Classroom, Office Furniture (<i>NYS Contracts Group 20915</i>)	Various Contracts	
	08	Classroom Supplies (<i>NYS Contract Group 23100</i>)	Various Contracts	
	09	Athletic, Physical Education Supplies & Equipment	_____	<u>X</u>
	10	Office Supplies (<i>NYS Contract Group 23000</i>)	Various Contracts	
	11	Milk & Milk Products	<u>X</u>	_____
	12	Electricity Supply	<u>X</u>	_____
	14	Bread & Bread Products	<u>X</u>	_____
	15	Cafeteria Paper, Supplies & Cleaning Products	<u>X</u>	_____
	16	Ice Cream & Frozen Desserts	<u>X</u>	_____
	19	Natural Gas	<u>X</u>	_____
	20	Electrical Supplies	<u>X</u>	_____
	21	Master Lease Purchase Agreement	_____	<u>X</u>
	22	Meat, Meat Products, Cheese, Frozen Foods, Canned, Packaged Foods (<i>NYS Contract Group 02450</i>)	Three (3) Contracts	
	27	Calculators	<u>X</u>	_____
	28	Batteries	<u>X</u>	_____
	31	Brake Parts & Supplies	<u>X</u>	_____
	32	Electrical Parts & Supplies	<u>X</u>	_____
	33	OEM Parts & Supplies	<u>X</u>	_____
	34	Exhaust Parts & Supplies	<u>X</u>	_____
	35	Vehicle Chassis & Related Parts	<u>X</u>	_____

BID #	BID NAME	PARTICIPATION	
		YES	NO
37	Automotive Belts, Hoses & Wiper Parts	<u>X</u>	—
38	Nuts, Bolts, Fasteners, Hose Clamps & Brass Fittings	<u>X</u>	—
40	Emissions & Misc. Engine Parts	<u>X</u>	—
41	Batteries, Starters & Alternators	<u>X</u>	—
42	Automotive Fluids & Filters	<u>X</u>	—
51	Roofing Services	<u>X</u>	—
52	General Construction Services	<u>X</u>	—
53	Electrical Services	<u>X</u>	—
54	HVAC Services	<u>X</u>	—
55	Plumbing Services	<u>X</u>	—
57	HVAC Filters & Boiler Maintenance Kits	—	—
60	Moving Services	<u>X</u>	—
61	Custodial Supplies	<u>X</u>	—
62	Trash Bags	<u>X</u>	—
63	Custodial, Medical & Cafeteria Gloves	<u>X</u>	—
64	Custodial Paper	<u>X</u>	—
67	Masonry Services	—	<u>X</u>
68	Painting Services	<u>X</u>	—
73	Personalized Learning	—	<u>X</u>
78	HVAC/R Supplies	—	<u>X</u>

Date

Designated Rep. (Print)

Designated Rep. (Signature)

(County)

(Town)

(Village)

Mailing Address

Phone

Fax

Email Address

Victor Central School

2020-2021 School Calendar (Amended New Teacher Orientation Date)

For BOE Approval May 2020

S	M	T	W	TH	F	S
July 2020						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	TH	F	S
August 2020						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	TH	F	S
September 2020						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

August 17-19	New Teacher Orientation
September 1-3	Superintendent Conference Days**
September 7	Labor Day
September 8	Classes Begin
October 9	Fall Superintendent Conference Day**
October 12	Columbus Day
November 11	Veterans Day
November 25-27	Thanksgiving Recess
December 23-January 1	Holiday Recess
January 18	Martin Luther King, Jr. Day
February 15-19	President's Recess
March 12	Spring Superintendent Conference Day**
March 29-April 2	Spring Recess (3/29 Potential Snow Day Makeup)
May 31	Memorial Day Holiday
June 16-24	Regents Testing
June 25	Regents Rating Day - VTA Must Report No 10 month CSEA^^

Month	Student Days	Teacher Days
August	0	0
September	17	20
October	20	21
November	17	17
December	16	16
January	19	19
February	15	15
March	19	20
April	20	20
May	20	20
June	18 ^^	19
TOTALS	181^^	187*

** Conference Days Subject to NYSED Testing Schedules: VSCD 10 & 11 month non-teaching staff will be notified if attendance is required. **

^^ Regents Rating Day can be considered a student day of attendance if necessary. VSCD 10 month non-teaching staff will be notified if attendance is required. ^^

* Includes Conference Days but not professional days for new teaching staff or the new-year preparation day for returning teachers.

Information Security Breach and Notification

Breach of Private Information under Technology Law §208

The District is required by State Technology Law to notify affected individuals and state agencies when there has been (or is reasonably believed to have been) a security breach in the District's computer system which compromises the individuals' private information.
~~The Board of Education acknowledges the State's concern regarding the rise in identity theft and the need for prompt notification when security breaches occur. To this end, the Board directs the Superintendent of Schools, in accordance with appropriate business and technology personnel, to establish regulations which:~~

- ~~• Identify and/or define the types of private information that is to be kept secure. For purposes of this policy, "private information" does not include information that can lawfully be made available to the general public pursuant to federal or state law or regulation;~~
- ~~• Include procedures to identify any breaches of security that result in the release of private information; and~~
- ~~• Include procedures to notify persons affected by the security breach as required by law.~~

"Private information" is defined in State Technology Law §208, and includes certain types of information, which would put an individual at risk for identity theft or permit access to private accounts. "Private information" does not include information that can lawfully be made available to the general public pursuant to federal or state law or regulation.

Any breach of the District's information storage or computerized data which compromises the security, confidentiality, or integrity of "private information" maintained by the District must be promptly reported to the Superintendent and the Board of Education.

The Board directs the Superintendent of Schools or his/her designee, in accordance with appropriate business and technology personnel, to establish regulations which:

- identify and or define the types of private information that is to be kept secure;
- include procedures to identify any breaches of security that result in the release of private information; and
- include procedures to notify persons affected by the security breach and state and local agencies as required by law.

Employee "Personal Identifying Information" under Labor Law §203-d

Pursuant to Labor Law §203-d, the District will not communicate employee "personal identifying information" to the general public. This includes:

1. social security number
2. home address or telephone number
3. personal email address
4. internet identification name or password

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5. [parent's surname prior to marriage, and;](#)
6. [driver's license number.](#)

[In addition, the district will protect employee social security numbers in that such numbers will not be:](#)

1. [publically posted or displayed;](#)
2. [visibly printed on any ID badge, card or timecard;](#)
3. [placed in files with unrestricted access; or](#)
4. [used for occupational licensing purposes.](#)

~~Any breach of the District's computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the District shall be promptly reported to the Superintendent and the Board of Education.~~

Cross-References:

[1120 – School District Records](#)

[5500 – Student Records](#)

[8630 – Records Management](#)

Policy References:

State Technology Law §§201-208

Labor Law §203-d

[Education Law §2-d](#)

[8 NYCRR Part 121](#)

Adopted: 05/12/2016

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Data Security and Privacy Policy

In accordance with New York State Education Law §2-d, the District hereby implements the requirements of Commissioner's regulations (8 NYCRR §121) and aligns its data security and privacy protocols with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1 (NIST Cybersecurity Framework or "NIST CSF").

In this regard, every use and disclosure of personally identifiable information (PII) by the District will benefit students and the District (for example, improving academic achievement, empowering parents and students with information, and/or advancing efficient and effective school operations). PII will not be included in public reports or other documents.

The District also complies with the provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). Consistent with FERPA's requirements, unless otherwise permitted by law or regulation, the District will not release PII contained in student education records unless it has received a written consent (signed and dated) from a parent or eligible student. For more details, see Board of Education policy no. 5500 and any applicable administrative regulations.

In addition to the requirements of FERPA, the Individuals with Disabilities Education Act (IDEA) provides additional privacy protections for students who are receiving special education and related services. For example, pursuant to these rules, the District will inform parents of children with disabilities when information is no longer needed and, except for certain permanent record information, that such information will be destroyed at the request of the parents. The District will comply with all such privacy provisions to protect the confidentiality of PII at collection, storage, disclosure, and destruction stages as set forth in federal regulations 34 CFR 300.610 through 300.627.

The Superintendent or his/her designee will establish and communicate procedures for parents, eligible students, and employees to file complaints about breaches or unauthorized releases of student, teacher or principal data (as set forth in 8 NYCRR §121.4). The Superintendent is also authorized to promulgate any and all other regulations necessary and proper to implement this policy.

References:

Education Law §2-d

8 NYCRR §121

Family Educational Rights and Privacy Act of 1974, 20 USC §1232(g), 34 CFR 99

Individuals with Disabilities Education Act (IDEA), 20 USC §1400 et seq., 34 CFR 300.610–300.627

INFORMATION AND DATA PRIVACY, SECURITY, BREACH AND NOTIFICATION

(X) Required

- (X) Local
- (X) Notice

NEW NOTE: This policy was originally intended to address the requirements of State Technology Law §208 regarding security and breach of "private information" (i.e., a person's name or other identifier, in combination with information such as driver's license number, social security number, or account number).

Pursuant to recently adopted state regulations, no later than July 1, 2020, each district must adopt and publish a data security and privacy policy for "personally identifiable information" for students (as defined in federal FERPA regulations) and teachers and principals (confidential APPR results linked to individuals) that implements the requirements of Education Law §2-d and its regulations (8 NYCRR Part 121), and aligns with the NIST Cybersecurity Framework. This policy must also address the data privacy protections set forth in Education Law §2-d (5)(b)(1) and (2). Additionally, the district must publish its data security and privacy policy on its website and provide notice of the policy to staff. §2-d also directs NYSED to develop and disseminate a model policy on data security and privacy. When that model or other guidance is released, we may need to make adjustments to this sample.

In order to avoid separate policies addressing different types of information breaches, we have modified this policy to meet the requirements of both State Technology Law §208 as well as Education Law §2-d and its regulations, but in separate sections. New text is underlined below. Additionally, due to a changing understanding of the word "shall," we have replaced "shall" with "will" or "must" throughout when indicating that an action is required.

The Board of Education acknowledges the heightened concern regarding the rise in identity theft and the need for secure networks and prompt notification when security breaches occur. The Board adopts the National Institute for Standards and Technology Cybersecurity Framework Version 1.1 (NIST CSF) for data security and protection. The *insert title, such as Superintendent or Data Privacy Officer* is responsible for ensuring the district's systems follow NIST CSF and adopt technologies, safeguards and practices which align with it. This will include an assessment of the District's current cybersecurity state, their target future cybersecurity state, opportunities for improvement, progress toward the target state, and communication about cyber security risk.

The Board will designate a Data Protection Officer to be responsible for the implementation of the policies and procedures required in Education Law §2-d and its accompanying regulations, and to serve as the point of contact for data security and privacy district. *optional language: This appointment will be made at the annual organizational meeting*

The Board directs the Superintendent of Schools, in accordance with appropriate business and technology personnel, and the Data Protection Officer (where applicable) to establish regulations which address:

- the protections of "personally identifiable information" of student and teachers/principal under Education Law §2-d and Part 121 of the Commissioner of Education;
- the protections of "private information" under State Technology Law §208 and the NY SHIELD Act; and
- procedures to notify persons affected by breaches or unauthorized access of protected information.

I. Student and Teacher/Principal "Personally Identifiable Information" under Education Law §2-d

A. General Provisions

PII as applied to student data is as defined in Family Educational Rights and Privacy Act (Policy 5500), which includes certain types of information that could identify a student, and is listed in the accompanying regulation 8635-R. PII as applied to teacher and principal data, means results of Annual Professional Performance Reviews that identify the individual teachers and principals, which are confidential under Education Law §§3012-c and 3012-d, except where required to be disclosed under state law and regulations.

The Data Protection Officer [or insert other title] will see that every use and disclosure of personally identifiable information (PII) by the district benefits students and the district (e.g., improve academic achievement, empower parents and students with information, and/or advance efficient and effective school operations). However, PII will not be included in public reports or other documents.

The district will protect the confidentiality of student and teacher/principal PII while stored or transferred using industry standard safeguards and best practices, such as encryption, firewalls, and passwords. The district will monitor its data systems, develop incident response plans, limit access to PII to district employees and third-party contractors who need such access to fulfill their professional responsibilities or contractual obligations, and destroy PII when it is no longer needed.

Certain federal laws and regulations provide additional rights regarding confidentiality of and access to student records, as well as permitted disclosures without consent, which are addressed in policy and regulation 5500, Student Records.

Under no circumstances will the district sell PII. It will not disclose PII for any marketing or commercial purpose, facilitate its use or disclosure by any other party for any marketing or commercial purpose, or permit another party to do so. Further, the district will take steps to minimize the collection, processing, and transmission of PII.

Except as required by law or in the case of enrollment data, the district will not report the following student data to the State Education Department:

1. juvenile delinquency records;
2. criminal records;
3. medical and health records; and
4. student biometric information.

The district has created and adopted a Parent's Bill of Rights for Data Privacy and Security (see Exhibit 8635-E). It has been published on the district's website at insert web address and can be requested from the district clerk.

B. Third-party Contractors

The district will ensure that contracts with third-party contractors reflect that confidentiality of any student and/or teacher or principal PII be maintained in accordance with federal and state law and the district's data security and privacy policy.

Each third-party contractor that will receive student data or teacher or principal data must:

1. adopt technologies, safeguards and practices that align with the NIST CSF;
2. comply with the district's data security and privacy policy and applicable laws impacting the district;
3. limit internal access to PII to only those employees or sub-contractors that need access to provide the contracted services;
4. not use the PII for any purpose not explicitly authorized in its contract;
5. not disclose any PII to any other party without the prior written consent of the parent or eligible student (i.e., students who are eighteen years old or older):
 - a. except for authorized representatives of the third-party contractor to the extent they are carrying out the contract; or

- b. unless required by statute or court order and the third party contractor provides notice of disclosure to the district, unless expressly prohibited.
6. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody;
7. use encryption to protect PII in its custody; and
8. not sell, use, or disclose PII for any marketing or commercial purpose, facilitate its use or disclosure by others for marketing or commercial purpose, or permit another party to do so. Third party contractors may release PII to subcontractors engaged to perform the contractor's obligations, but such subcontractors must abide by data protection obligations of state and federal law, and the contract with the district.

If the third-party contractor has a breach or unauthorized release of PII, it will promptly notify the district in the most expedient way possible without unreasonable delay but no more than seven calendar days after the breach's discovery.

C. Third-Party Contractors' Data Security and Privacy Plan

The district will ensure that contracts with all third-party contractors include the third-party contractor's data security and privacy plan. This plan must be accepted by the district.

At a minimum, each plan will:

1. outline how all state, federal, and local data security and privacy contract requirements over the life of the contract will be met, consistent with this policy;
2. specify the safeguards and practices it has in place to protect PII;
3. demonstrate that it complies with the requirements of Section 121.3(c) of this Part;
4. specify how those who have access to student and/or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
5. specify if the third-party contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
6. specify how the third-party contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the district;
7. describe if, how and when data will be returned to the district, transitioned to a successor contractor, at the district's direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires.

D. Training

NOTE: State regulations require that training include but not be limited to training on the state and federal laws protecting personally identifiable information, and how employees can comply with such laws. It may be delivered using online training tools and may be included as part of training the district already offers to its staff.

The district will provide annual training on data privacy and security awareness to all employees who have access to student and teacher/principal PII.

E. Reporting

Any breach of the district's information storage or computerized data which compromises the security, confidentiality, or integrity of student or teacher/principal PII maintained by the district will be promptly reported to the Data Protection Officer, the Superintendent and the Board of Education.

F. Notifications

The Data Privacy Officer or insert appropriate title will report every discovery or report of a breach or unauthorized release of student, teacher or principal PII to the State's Chief Privacy Officer without unreasonable delay, but no more than 10 calendar days after such discovery.

The district will notify affected parents, eligible students, teachers and/or principals in the most expedient way possible and without unreasonable delay, but no more than 60 calendar days after the discovery of a breach or unauthorized release or third-party contractor notification.

However, if notification would interfere with an ongoing law enforcement investigation, or cause further disclosure of PII by disclosing an unfixed security vulnerability, the district will notify parents, eligible students, teachers and/or principals within seven calendar days after the security vulnerability has been remedied, or the risk of interference with the law enforcement investigation ends.

The Superintendent or insert appropriate title, in consultation with the Data Protection Officer, will establish procedures to provide notification of a breach or unauthorized release of student, teacher or principal PII, and establish and communicate to parents, eligible students, and district staff a process for filing complaints about breaches or unauthorized releases of student and teacher/principal PII.

II. "Private Information" under State Technology Law §208

"Private information" is defined in State Technology Law §208, and includes certain types of information, outlined in the accompanying regulation, which would put an individual at risk for identity theft or permit access to private accounts. "Private information" does not include information that can lawfully be made available to the general public pursuant to federal or state law or regulation.

Any breach of the district's information storage or computerized data which compromises the security, confidentiality, or integrity of "private information" maintained by the district must be promptly reported to the Superintendent and the Board of Education.

The Board directs the Superintendent of Schools, in accordance with appropriate business and technology personnel, to establish regulations which:

- Identify and/or define the types of private information that is to be kept secure;
- Include procedures to identify any breaches of security that result in the release of private information; and
- Include procedures to notify persons affected by the security breach as required by law.

III. Employee "Personal Identifying Information" under Labor Law § 203-d

NOTE: This section addresses the protections under Labor Law §203-d, which does not include responsibilities in the event of a breach. There is some overlap in the protections under Labor Law §203-d and State Technology Law §208. In the case of a breach of information that meets the definition of the Labor Law's "personal identifying information", but not the State Technology Law's definition of "private information," NYSSBA recommends consulting with the district's school attorney as to whether notification is required or advisable. Bear in mind the intent of both laws is to limit identity theft and protect privacy.

Pursuant to Labor Law §203-d, the district will not communicate employee "personal identifying information" to the general public. This includes:

1. social security number;
2. home address or telephone number;
3. personal email address;
4. Internet identification name or password;
5. parent's surname prior to marriage; and
6. drivers' license number.

In addition, the district will protect employee social security numbers in that such numbers will not be:

1. publicly posted or displayed;
2. visibly printed on any ID badge, card or time card;
3. placed in files with unrestricted access; or
4. used for occupational licensing purposes.

Employees with access to such information will be notified of these prohibitions and their obligations.

Cross-ref:

1120, District Records
5500, Student Records
8630, Computer Resources and Data Management

Ref:

State Technology Law §§201-208

Labor Law §203-d

Education Law §2-d

8 NYCRR Part 121

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