

# Oneida-Herkimer-Madison BOCES School District Calendar 2024-2025

BOARD APPROVED: 2/14/24

AUGUST 2024					SEPTEMBER 2024					OCTOBER 2024					NOVEMBER 2024					DECEMBER 2024				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
26	27	28	(29)	30	2	(3)	4	5	6	7	8	9	10	(11)	4	5	6	7	8	2	3	4	5	6
					9	10	11	12	13	14	15	16	17	18	11	12	13	14	15	9	10	11	12	13
					16	17	18	19	20	21	22	23	24	25	18	19	20	21	22	16	17	18	19	20
					23	24	25	26	27	28	29	30	31	25	26	27	28	29	23	24	25	26	27	
					30															30	31			

  

JANUARY 2025					FEBRUARY 2025					MARCH 2025					APRIL 2025				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3	3	4	5	6	7	3	4	5	6	7		1	2	3	4
6	7	8	9	10	10	11	12	13	14	10	11	12	13	(14)	7	8	9	10	11
13	14	15	16	17	17	18	19	20	21	17	18	19	20	21	14	15	16	17	18
20	21	22	23	24	24	25	26	27	28	24	25	26	27	28	21	22	23	24	25
27	28	29	30	31						31					28	29	30		

  

MAY 2025					JUNE 2025					JULY 2025					AUGUST 2025				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	2	3	4	5	6		1	2	3	4					1
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11	4	5	6	7	8
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18	11	12	13	14	15
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25	18	19	20	21	22
26	27	28	29	30	30					28	29	30	31	25	26	27	28	29	

First day of school for students:

September 4, 2024

Final day of school for students:

June 27, 2025

### Student Days

September	19
October	21
November	17
December	15
January	18
February	15
March	20
April	16
May	21
June	19
<b>Total Student Days</b>	<b>181</b>

### Staff Days

August/September	21
October	22
November	17
December	15
January	18
February	15
March	21
April	16
May	21
June	19
<b>Total Staff Days</b>	<b>185</b>

### Student Vacation Days

<b>AUGUST</b>	
29	Supt's. Conference Day
<b>SEPTEMBER</b>	
2	Labor Day
3	Supt's. Conference Day
<b>OCTOBER</b>	
11	Supt's. Conference Day
14	Columbus Day

Superintendent's Conference Day = parentheses  
Vacation Days = boxed  
Regents Test Days = underlined

<b>NOVEMBER</b>	
11	Veterans Day (Observed)
27 - 29	Thanksgiving Recess
<b>DECEMBER</b>	
23 - 31	Winter Recess
<b>JANUARY</b>	
1-3	Winter Recess
20	Martin Luther King Jr. Day
29	Lunar New Year
<b>FEBRUARY</b>	
17 - 21	Mid-Winter Recess

<b>MARCH</b>	
14	Supt's. Conference Day
<b>APRIL</b>	
18	Good Friday
18-25	Spring Recess
<b>MAY</b>	
26	Memorial Day
<b>JUNE</b>	
19	Juneteenth
26-27	Regents Rating Days

# AIA<sup>®</sup> Document B104<sup>®</sup> – 2017

## ***Standard Abbreviated Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the Twentieth day of January in the year Two Thousand Twenty-four

**BETWEEN** the Architect's client identified as the Owner:

Sauquoit Valley Central School District  
2601 Oneida Street  
Sauquoit, New York 13456  
Telephone Number: 315-839-6311

and the Architect:

Ashley McGraw Architects, D.P.C.  
125 East Jefferson Street, 15<sup>th</sup> Floor  
Syracuse, New York 13202  
Telephone Number: 315-425-1814

for the following Project:

Sauquoit Valley 2024-25 Capital Outlay Project

Sauquoit Valley Central School District Elementary School  
2601 Oneida Street  
Sauquoit, New York 13456  
Telephone Number: 315-839-6311

Architect Project No. 24009

The Owner and Architect 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.

**TABLE OF ARTICLES**

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**ARTICLE 1 INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth below:

Sauquoit Valley CSD 2024-25 Capital Outlay Project scope consists of Elementary School Door Replacements.

Owner's Budget for the Project: \$100,000.00.

Owner's Representative:

David Stayton  
Superintendent of Schools  
Sauquoit Valley Central School District  
2601 Oneida Street  
Sauquoit, New York 13456  
Telephone Number: 315-839-6311

Architect's Representative:

Jennifer Picciano  
Project Manager  
Ashley McGraw Architects, D.P.C.  
125 East Jefferson Street, 15th Floor  
Syracuse, New York 13202  
Telephone Number: 315-425-1814

§ 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. The Owner shall adjust the Owner's budget for

the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The Architect acknowledges that the Owner is a public school district which is subject to various laws and regulations of the State of New York. The Architect will, in accordance with the professional standards prescribed in Section 2.1, use reasonable care to comply with all applicable laws and regulations in effect at the time such service is rendered as they pertain to the design, bidding and construction of the Project as they apply to the Architect, including, but not limited to, the requirements of Article 5-A of the General Municipal Law; Article 9 of the Education Law; and Sub-Chapter J, Part 155 of Title 8, Chapter II of Codes, Rules and Regulations of the State of New York. The Architect will consult with the Owner or the Owner's legal counsel with respect to any questions concerning the applicability or interpretation of such laws and regulations.

*(Paragraph deleted)*

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services set forth in this Agreement 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. The Architect shall render decisions in a timely manner pertaining to issues submitted by the Owner, and/or Contractors in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services and/or the Project Work. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner. The parties understand that certain aspects of the Project schedule are beyond the control of either party (i.e. SED review of submittal documents; SEQRA approval). Any adjustments to the schedule shall be void and of no force and effect until such adjustments are agreed to in writing by the Owner and the Architect.

§ 2.2 The Architect shall maintain insurance as outlined in Exhibit A, Architect's Insurance Coverage Summary, until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Paragraphs deleted)*

## **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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. The Architect shall review available drawings and other documents depicting existing conditions of the Project site to determine site conditions. The Architect shall consult with the Owner to ascertain the Owner's needs and to establish the Owner's requirements for the Project. The Architect shall review the design objectives and constraints, performance requirements and budgetary limitations provided by the Owner, and advise the Owner whether or not those requirements are appropriate to meet the Owner's needs.

§ 3.1.2 As soon as reasonably practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.4 The Architect shall prepare documents for separate Construction Contracts in order for the Project to comply with Article 5-A of the General Municipal Law.

§ 3.1.5 The Architect hereby represents to the Owner the following: (a) that the Architect is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services required hereunder and performs its obligations hereunder; (b) that Architect is able to furnish any of the plant, tools, materials, supplies, equipment and labor required hereunder and perform all of its obligations hereunder and it has sufficient experience and competence to do so; (c) that Architect is authorized to do business in New York and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services required under this Agreement and the Project itself; (d) that Architect's execution of this Agreement and its performance of it is within its duly authorized powers; and (e) that Architect's duly authorized representative has visited the Project and familiarized him/herself with the local conditions under which the services required under this Agreement are to be performed. Architect agrees that the representation in this Subparagraph 3.1.5 shall survive the execution and delivery of this Agreement.

§ 3.1.6 Whenever reasonably requested by the Owner during the term of this Agreement, and as part of the Basic Services hereunder, the Architect shall attend meetings of the Owner's Board of Education to advise its members concerning the progress of the Project.

### § 3.2 Design Phase Services

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

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall discuss with the Owner the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an opinion of probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the 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 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. These Construction Documents shall be prepared in sufficient detail for the Sauquoit Valley Central School District Board of Education (the "Board") to submit the design to the Commissioner of Education for his approval in conformity with the requirements of the Education Law.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the opinion of probable Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest opinion of probable Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

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### **§ 3.4 Construction Phase Services**

#### **§ 3.4.1 General**

**§ 3.4.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A101–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.4.1.2** The Architect shall advise and consult with the Owner 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 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 Contractor or of any other persons or entities performing portions of the Work.

**§ 3.4.1.3** Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates 90 days after the date of Substantial Completion. . .

#### **§ 3.4.2 Evaluations of the Work**

**§ 3.4.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.4.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

**§ 3.4.2.3** The Architect shall, as needed, interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect 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.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### **§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify, or give reasons for its refusal to certify, the amounts due the Contractor. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in general accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 3.4.3.2** The issuance of a 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 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.

#### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and take 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 any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order 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. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

On behalf of the Owner, the Architect shall conduct site visits to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final site visit indicating that, to the best of the Architect's knowledge, information, and belief, the Work generally complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

*(Paragraph deleted)*

None known at time of execution of this Agreement. Any Supplemental Services determined by the Owner and Architect to be necessary or Additional Services requested by the Owner throughout the duration of the Project shall be made part of this Agreement through an Amendment to this Agreement and compensated pursuant to Section 11.2.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

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§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services bi-weekly visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within the Project timeline mutually agreed upon in writing and Section 3.4.1.3, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### 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.

§ 5.2 The Owner shall establish 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 update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 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 where necessary for the completion of the work.

§ 5.6 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.

§ 5.7 The Owner shall provide prompt written notice to the Architect 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

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

§ 5.10 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.



## 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 contractors' general conditions costs, overhead and profit. In addition, a mutually agreed upon allowance for contingencies (both design and construction) shall be included for market conditions at the time of bidding and for changes in the Work during construction. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of probable Cost of the Work and updated opinion of probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any opinion of probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing opinion of probable Cost of Work appropriate for the level of the design, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the opinion of probable Cost of the Work to meet the Owner's budget. The Architect's opinion of probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed opinion of probable Cost of the Work, the Architect shall provide such an estimate as an Additional Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner (OR State Education Department approves the plans and specification for the Project) the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's opinion of the probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3, except to the extent such modifications are due to the Architect's negligent acts or omissions. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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## 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.

§ 7.2 The Owner acknowledges that the documents and data prepared by the Architect and the Architect's consultants for the Project are instruments of the Architect's and its consultants' professional services. Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the Owner shall obtain an irrevocable license to use the latest version of the design prepared by the Architect and/or its consultants for the Project and shall be entitled to receive the documents as described in §7.2.1 below. This conveyance shall not deprive the Architect or its consultants of the right to retain electronic data or reproducible copies of the design documents or the right to reuse information contained in them in the normal course of the Architect's or its consultants' professional activities. The Architect or its consultants shall be deemed the author of such electronic data or documents, shall retain all rights, and shall be given appropriate credit in any public display of such documents.

§ 7.2.1 At the conclusion of this Agreement with the Owner, upon final payment for the Architect's services, the Architect will deliver the following documentation to the Owner for their records:

1. The final version of the contract documents prepared by the Architect, including:
  - a. PDF copies of the Construction Documents, Specifications, and Addenda related to this project; and
  - b. Electronic drawings in their native format depicting either a 3-Dimensional or 2-Dimensional representation of this project in accordance with Exhibit B, "Electronic Drawings Release Terms and Conditions";

§ 7.2.1.1 The Architect will maintain ownership and copyright over the electronic drawings and digital media for use in the Architect's marketing material or on future projects with the Owner. The Owner is granted an irrevocable license to use such electronic drawings to the extent such use is consistent with the terms and conditions of this Agreement.

§ 7.3 The Owner shall not use or authorize any other person to use the documents and other instruments of service on other projects or for additions to this Project, without the Architect's written permission. The Owner may use and may authorize other persons to use the documents and other instruments of service to make renovations and repairs to the Project. Any reuse of documents and other instruments of service to complete, renovate, or repair this Project without the Architect's professional involvement will be without the certificate, seal, or other identification of the Architect or the Architect's consultants and will be at the Owner's sole risk and without liability to the Architect or its consultants for such use. The Owner shall indemnify and hold harmless the Architect, the Architect's consultants, agents and employees or any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and disbursements, arising out of or resulting from the authorized or unauthorized reuse of documents or other instruments of service by Owner or any other person or entity that acquires or obtains these documents from or through the Owner without the involvement of the Architect. 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.

*(Paragraph deleted)*

§ 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.

§ 7.5 Except as otherwise stated in this Agreement, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 3 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.

§ 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, but only to the extent of actual recovery of any property insurance proceeds applicable to such damage. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. Consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

## § 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.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of this Agreement. 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.

§ 8.2.3 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:

*(Paragraph deleted)*

Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

in Oneida County, New York.

*(Paragraphs deleted)*

## 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 performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven 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 Owner shall pay the Architect 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. The equitable adjustment to the Architect's fees shall include all reasonable costs incurred by the Architect on account of suspension or abandonment of the Project for preparation of documents for storage, maintaining project related space and equipment pending Project resumption, and making any necessary revisions to comply with new or differing Project requirements at the time of resumption.

§ 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.

Init.

§ 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, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

*(Paragraphs deleted)*  
Intentionally deleted

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of New York.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A101–2017, Standard Form of Agreement Between Owner and Contractor as modified by the Owner with the Architect's consent.

§ 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 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, including any payments due to the Architect by the Owner prior to the assignment.

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

§ 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.

§ 10.6 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.

§ 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 To the fullest extent permitted by law, the Architect and Owner shall each indemnify and hold harmless the other against all third-party claims, actions, liabilities or losses relating to the Project to the extent such claims are determined to be caused, in whole or in part, by the negligent or intentional acts or omissions of the other, or anyone for whose acts each may be legally liable. In no event shall either party be required to indemnify the other for the other's own negligent or intentional acts or omissions.

§ 10.10 The parties agree that when satisfactorily identified, a copy of this Agreement accurately reproduced from an electronically stored executed version hereof shall be admissible in evidence as an original in all legal proceedings between them regardless of whether a paper original is available. The introduction of a reproduction does not preclude admission of the original.

## ARTICLE 11 COMPENSATION

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

*(Paragraphs deleted)*

Stipulated sum of Fifteen Thousand and 00/00 Dollars (\$15,000.00).

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

*(Paragraph deleted)*

On an hourly basis per the Architect's rate schedule annexed to this Agreement as Exhibit C or as otherwise negotiated and agreed upon in writing prior to the rendering of any such additional services. Note, the hourly rate schedule is subject to annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Paragraph deleted)*

On an hourly basis per the Architect's rate schedule annexed to this Agreement as Exhibit C or as otherwise negotiated and agreed upon in writing prior to the rendering of any such additional services. Note, the hourly rate schedule is subject to annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15.00 %).

§ 11.5

*(Paragraphs deleted)*

Intentionally deleted.

§ 11.6 Intentionally deleted

*(Paragraph deleted)*

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

As outlined in the hourly rate schedule annexed to this Agreement as Exhibit C or as otherwise negotiated and agreed upon in writing prior to the rendering of any such additional services. Note, the hourly rate schedule is subject to annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

*(Table deleted)*

### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing of plan approval set and bid set and all other printing, reproductions, plots, and standard form documents as requested by the Owner;
- .5 Postage, handling, and delivery;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

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- .7 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 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 fifteen percent ( 15.00 %) of the expenses incurred.

#### § 11.9 Payments to the Architect

##### § 11.9.1 Intentionally deleted

##### § 11.9.2 Progress Payments

§ 11.9.2.1 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.

6.00 % per annum

§ 11.9.2.2 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.

§ 11.9.2.3 Records of Architect's Expenses and hours pertaining to this Project shall be kept in accordance with generally acceptable accounting standards for architects, which standard shall be consistently applied. Said records shall be available to the Owner or its authorized representative for inspection and copying during regular business hours for three years after the date the Owner accepts the Project.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

None known at time of execution of this Agreement.

#### 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 the Owner and Architect.

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

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 Architect's Insurance Coverage Summary (Exhibit A)
- .3 Electronic Drawing Release Terms and Conditions (Exhibit B)
- .4 Architect's Hourly Rate Schedule (Exhibit C)

Remainder of page left internally blank. Signatures on page 14.

Init.

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

*Nicholas Signorelli*

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Nicholas Signorelli, AIA, NCARB, LEED AP BD+C  
Vice President

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

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## EXHIBIT A

### ARCHITECT'S INSURANCE COVERAGES

Certificates of Insurance evidencing the following coverages will be delivered to the Owner upon the execution and delivery of this Agreement.

All Policies, except Architect's Professional Liability, are on an occurrence basis. Claims-made policies will not be provided, except for errors and omissions or professional liability coverages.

COMMERCIAL GENERAL LIABILITY: Limit \$1,000,000 per occurrence/  
\$2,000,000 annual aggregate

Endorsements: contingent liability/subcontractors' operations;  
products and completed operations;  
broad form property damage including coverage  
for X-C-U hazards of explosion, collapse, and  
damage to underground property

BUSINESS AUTOMOBILE LIABILITY: Combined single limit \$1,000,000;  
covering owned, non-owned, and hired vehicles

UMBRELLA/EXCESS LIABILITY: Limit \$5,000,000 per occurrence/  
\$5,000,000 aggregate

WORKER'S COMPENSATION: NYS Statutory Limits  
EMPLOYER'S LIABILITY: Bodily injury -  
- by accident \$1,000,000 each accident  
- by disease \$1,000,000 policy limit  
- by disease \$1,000,000 each employee

ADDITIONAL INSURED: Sauquoit Valley Central School District on a primary,  
non-contributory basis

ARCHITECT'S PROFESSIONAL LIABILITY: Limit \$2,000,000 per claim/  
\$2,000,000 aggregate



## EXHIBIT B

### ELECTRONIC DRAWINGS RELEASE TERMS AND CONDITIONS

1. The electronic drawings, which are being provided in their native format, are provided as a convenience to the Owner for informational purposes only. The electronic drawings do not replace, modify, or supplement the Contract Documents for the Project. The electronic drawings are not part of the Contract Documents.

2. The electronic drawings are not, nor shall they be construed to be a product or goods and the Architect providing the electronic drawings is not, nor shall it be construed to be, effecting a sale or transfer of a product or good. There are no warranties, either express or implied, of any kind in such electronic drawings or in the media in which they are contained, by the Architect, its consultants or their subconsultants. Any and all warranties are specifically disclaimed by the Owner, Architect, its consultants or subconsultants.

3. Owner accepts the electronic drawings unsigned and unsealed. The electronic drawings are stripped of all Architect's defining information including, but not limited to, logos, title blocks, signatures and copyright. The electronic drawings are provided "as-is" in the format they are customarily and routinely maintained by Architect at the end of project close-out (concessions are not given to downgrading or upgrading to a different software release).

4. If any differences exist between the Contract Documents and the electronic drawings, the information contained in the Contract Documents shall take precedence over the electronic drawings and the Owner shall not rely on the electronic drawings as an accurate reproduction of the Contract Documents or as depicting the 'as-built' condition of the project Contract Documents. The Architect is not responsible for the accuracy of the electronic drawings nor shall they be considered an accurate reflection of the building conditions; existing, new or otherwise.

5. Owner shall not add to, modify, or alter in any way, or allow others to add to, modify, or alter in any way, the electronic drawings, except as may be permitted in writing by the Author(s) of such electronic drawings.

6. The electronic drawings are supplied in the following format: **Revit**. Owner acknowledges that the media in which any electronic drawings are transmitted can deteriorate over time and under various conditions. The Architect is not and shall not be held responsible for such deterioration. In addition, any conversion of the format after being supplied is solely the responsibility of the Owner. Owner acknowledges that the conversion of electronic drawings from the format provided by the Architect to some other format may introduce errors or other inaccuracies or inconsistencies within the electronic drawings themselves or as compared to other project related data, drawings or information. Owner therefore shall confirm the accuracy of the electronic drawings before using them for any purpose. Owner accepts all responsibility for any errors, inaccuracies or inconsistencies and releases the Architect, its consultants, and subconsultants from any liability or claims for recovery of damages or expenses arising out of or related to such errors, inaccuracies or inconsistencies.

7. The electronic drawings were prepared for use in connection with this project only and the Owner shall not use, or allow others to use, the electronic drawings, in whole or in part, for any purpose or project other than as set forth in the Agreement for services between Owner and Architect.

8. Owner waives any and all claims and liability against the Architect, its consultants, and subconsultants resulting in any way from any failure by Owner to comply with these terms and conditions, or to a defect, error, omission or inconsistency in the electronic drawings or the information contained therein.

9. Owner shall provide a copy of this Exhibit to any entity to whom it provides the electronic drawings, and to require those entities who use any of the electronic drawings for any purpose to comply with these terms and conditions, and to require those entities to do the same should further disclosure be made by them to other parties. Use of the electronic drawings constitutes acceptance of these terms and conditions by any and all users of the electronic drawings, including Owner.

10. These terms and conditions for providing the electronic drawings do not create any cause of action of any kind in favor of the Owner, its subcontractors, suppliers, or any third party against the Architect, Architect's consultants, or subconsultants.

11. All terms not explicitly defined in this Exhibit shall have the same meaning and definition as provided in the Agreement for services between Owner and Architect.



**ASHLEY MCGRAW ARCHITECTS, D.P.C.**  
***Hourly Invoicing Rates***

<i>Title</i>	<i>Rate Per Hour</i>
Principal	\$250.00
Senior Project Manager	\$175.00
Senior Architect	\$165.00
Project Manager	\$155.00
Senior Interior Designer	\$135.00
ALEP Educational Strategist	\$135.00
Architect	\$130.00
Design Technologist	\$125.00
Project Administrator	\$115.00
Interior Designer	\$110.00
Architectural Designer	\$110.00
Learning Environment Strategist	\$110.00

Please note that this schedule is subject to annual change. Notification will be given when changes occur and communicated to our clients in writing, via formal announcements or invoices, as deemed appropriate.

# AIA<sup>®</sup> Document B104<sup>®</sup> – 2017

## ***Standard Abbreviated Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the Twentieth day of January in the year Two Thousand Twenty-four

**BETWEEN** the Architect's client identified as the Owner:

Sauquoit Valley Central School District  
2601 Oneida Street  
Sauquoit, New York 13456  
Telephone Number: 315-839-6311

and the Architect:

Ashley McGraw Architects, D.P.C.  
125 East Jefferson Street, 15<sup>th</sup> Floor  
Syracuse, New York 13202  
Telephone Number: 315-425-1814

for the following Project:

Sauquoit Valley CSD HS UV and Roof Top Replacements

Sauquoit Valley Central School District High School  
2601 Oneida Street  
Sauquoit, New York 13456  
Telephone Number: 315-839-6311

Architect Project No. 24008

The Owner and Architect 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.

**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND 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 below:

Project scope consists of UV replacements and Roof Top Replacements at the Sauquoit Valley Central School District High School.

Owner's Budget for the Project: \$275,000.00.

Owner's Representative:

David Stayton  
Superintendent of Schools  
Sauquoit Valley Central School District  
2601 Oneida Street  
Sauquoit, New York 13456  
Telephone Number: 315-839-6311

Architect's Representative:

Jennifer Picciano  
Project Manager  
Ashley McGraw Architects, D.P.C.  
125 East Jefferson Street, 15th Floor  
Syracuse, New York 13202  
Telephone Number: 315-425-1814

§ 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

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schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The Architect acknowledges that the Owner is a public school district which is subject to various laws and regulations of the State of New York. The Architect will, in accordance with the professional standards prescribed in Section 2.1, use reasonable care to comply with all applicable laws and regulations in effect at the time such service is rendered as they pertain to the design, bidding and construction of the Project as they apply to the Architect, including, but not limited to, the requirements of Article 5-A of the General Municipal Law; Article 9 of the Education Law; and Sub-Chapter J, Part 155 of Title 8, Chapter II of Codes, Rules and Regulations of the State of New York. The Architect will consult with the Owner or the Owner's legal counsel with respect to any questions concerning the applicability or interpretation of such laws and regulations.

*(Paragraph deleted)*

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services set forth in this Agreement 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. The Architect shall render decisions in a timely manner pertaining to issues submitted by the Owner, and/or Contractors in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services and/or the Project Work. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner. The parties understand that certain aspects of the Project schedule are beyond the control of either party (i.e. SED review of submittal documents; SEQRA approval). Any adjustments to the schedule shall be void and of no force and effect until such adjustments are agreed to in writing by the Owner and the Architect.

§ 2.2 The Architect shall maintain insurance as outlined in Exhibit A, Architect's Insurance Coverage Summary, until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Paragraphs deleted)*

## **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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. The Architect shall review available drawings and other documents depicting existing conditions of the Project site to determine site conditions. The Architect shall consult with the Owner to ascertain the Owner's needs and to establish the Owner's requirements for the Project. The Architect shall review the design objectives and constraints, performance requirements and budgetary limitations provided by the Owner, and advise the Owner whether or not those requirements are appropriate to meet the Owner's needs.

§ 3.1.2 As soon as reasonably practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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§ 3.1.4 The Architect shall prepare documents for separate Construction Contracts in order for the Project to comply with Article 5-A of the General Municipal Law.

§ 3.1.5 The Architect hereby represents to the Owner the following: (a) that the Architect is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services required hereunder and performs its obligations hereunder; (b) that Architect is able to furnish any of the plant, tools, materials, supplies, equipment and labor required hereunder and perform all of its obligations hereunder and it has sufficient experience and competence to do so; (c) that Architect is authorized to do business in New York and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services required under this Agreement and the Project itself; (d) that Architect's execution of this Agreement and its performance of it is within its duly authorized powers; and (e) that Architect's duly authorized representative has visited the Project and familiarized him/herself with the local conditions under which the services required under this Agreement are to be performed. Architect agrees that the representation in this Subparagraph 3.1.5 shall survive the execution and delivery of this Agreement.

§ 3.1.6 Whenever reasonably requested by the Owner during the term of this Agreement, and as part of the Basic Services hereunder, the Architect shall attend meetings of the Owner's Board of Education to advise its members concerning the progress of the Project.

### § 3.2 Design Phase Services

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

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall discuss with the Owner the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an opinion of probable Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the 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 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. These Construction Documents shall be prepared in sufficient detail for the Sauquoit Valley Central School District Board of Education (the "Board") to submit the design to the Commissioner of Education for his approval in conformity with the requirements of the Education Law.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the opinion of probable Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest opinion of probable Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

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## § 3.4 Construction Phase Services

### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A101–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner 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 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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates 90 days after the date of Substantial Completion. . .

### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall, as needed, interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 3.4.2.4 When making such interpretations and decisions, the Architect 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.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify, or give reasons for its refusal to certify, the amounts due the Contractor. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in general accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a 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 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.



#### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and take 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 any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order 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. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

On behalf of the Owner, the Architect shall conduct site visits to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final site visit indicating that, to the best of the Architect's knowledge, information, and belief, the Work generally complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

*(Paragraph deleted)*

None known at time of execution of this Agreement. Any Supplemental Services determined by the Owner and Architect to be necessary or Additional Services requested by the Owner throughout the duration of the Project shall be made part of this Agreement through an Amendment to this Agreement and compensated pursuant to Section 11.2.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

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§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services bi-weekly visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within the Project timeline mutually agreed upon in writing and Section 3.4.1.3, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### 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.

§ 5.2 The Owner shall establish 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 update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 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 where necessary for the completion of the work.

§ 5.6 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.

§ 5.7 The Owner shall provide prompt written notice to the Architect 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

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

§ 5.10 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.

## 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 contractors' general conditions costs, overhead and profit. In addition, a mutually agreed upon allowance for contingencies (both design and construction) shall be included for market conditions at the time of bidding and for changes in the Work during construction. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or 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 shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary opinion of probable Cost of the Work and updated opinion of probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any opinion of probable Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing opinion of probable Cost of Work appropriate for the level of the design, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the opinion of probable Cost of the Work to meet the Owner's budget. The Architect's opinion of probable Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed opinion of probable Cost of the Work, the Architect shall provide such an estimate as an Additional Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner (OR State Education Department approves the plans and specification for the Project) the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's opinion of the probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3, except to the extent such modifications are due to the Architect's negligent acts or omissions. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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## 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.

§ 7.2 The Owner acknowledges that the documents and data prepared by the Architect and the Architect's consultants for the Project are instruments of the Architect's and its consultants' professional services. Upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the Owner shall obtain an irrevocable license to use the latest version of the design prepared by the Architect and/or its consultants for the Project and shall be entitled to receive the documents as described in §7.2.1 below. This conveyance shall not deprive the Architect or its consultants of the right to retain electronic data or reproducible copies of the design documents or the right to reuse information contained in them in the normal course of the Architect's or its consultants' professional activities. The Architect or its consultants shall be deemed the author of such electronic data or documents, shall retain all rights, and shall be given appropriate credit in any public display of such documents.

§ 7.2.1 At the conclusion of this Agreement with the Owner, upon final payment for the Architect's services, the Architect will deliver the following documentation to the Owner for their records:

1. The final version of the contract documents prepared by the Architect, including:
  - a. PDF copies of the Construction Documents, Specifications, and Addenda related to this project; and
  - b. Electronic drawings in their native format depicting either a 3-Dimensional or 2-Dimensional representation of this project in accordance with Exhibit B, "Electronic Drawings Release Terms and Conditions";

§ 7.2.1.1 The Architect will maintain ownership and copyright over the electronic drawings and digital media for use in the Architect's marketing material or on future projects with the Owner. The Owner is granted an irrevocable license to use such electronic drawings to the extent such use is consistent with the terms and conditions of this Agreement.

§ 7.3 The Owner shall not use or authorize any other person to use the documents and other instruments of service on other projects or for additions to this Project, without the Architect's written permission. The Owner may use and may authorize other persons to use the documents and other instruments of service to make renovations and repairs to the Project. Any reuse of documents and other instruments of service to complete, renovate, or repair this Project without the Architect's professional involvement will be without the certificate, seal, or other identification of the Architect or the Architect's consultants and will be at the Owner's sole risk and without liability to the Architect or its consultants for such use. The Owner shall indemnify and hold harmless the Architect, the Architect's consultants, agents and employees or any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and disbursements, arising out of or resulting from the authorized or unauthorized reuse of documents or other instruments of service by Owner or any other person or entity that acquires or obtains these documents from or through the Owner without the involvement of the Architect. 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.

*(Paragraph deleted)*

§ 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.

§ 7.5 Except as otherwise stated in this Agreement, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 3 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.

§ 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, but only to the extent of actual recovery of any property insurance proceeds applicable to such damage. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. Consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

## § 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.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of this Agreement. 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.

§ 8.2.3 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:

*(Paragraph deleted)*

Litigation in a court of competent jurisdiction

*(Paragraphs deleted)*

in Oneida County, New York.

*(Paragraphs deleted)*

## 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 performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven 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 Owner shall pay the Architect 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. The equitable adjustment to the Architect's fees shall include all reasonable costs incurred by the Architect on account of suspension or abandonment of the Project for preparation of documents for storage, maintaining project related space and equipment pending Project resumption, and making any necessary revisions to comply with new or differing Project requirements at the time of resumption.

§ 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.

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§ 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, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

*(Paragraphs deleted)*  
Intentionally deleted

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of New York.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A101–2017, Standard Form of Agreement Between Owner and Contractor as modified by the Owner with the Architect's consent.

§ 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 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, including any payments due to the Architect by the Owner prior to the assignment.

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

§ 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.

§ 10.6 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.

§ 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 To the fullest extent permitted by law, the Architect and Owner shall each indemnify and hold harmless the other against all third-party claims, actions, liabilities or losses relating to the Project to the extent such claims are determined to be caused, in whole or in part, by the negligent or intentional acts or omissions of the other, or anyone for whose acts each may be legally liable. In no event shall either party be required to indemnify the other for the other's own negligent or intentional acts or omissions.

§ 10.10 The parties agree that when satisfactorily identified, a copy of this Agreement accurately reproduced from an electronically stored executed version hereof shall be admissible in evidence as an original in all legal proceedings between them regardless of whether a paper original is available. The introduction of a reproduction does not preclude admission of the original.

**ARTICLE 11 COMPENSATION**

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

*(Paragraphs deleted)*

Stipulated sum of Twenty-eight Thousand and 00/00 Dollars (\$28,000.00).

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

*(Paragraph deleted)*

On an hourly basis per the Architect's rate schedule annexed to this Agreement as Exhibit C or as otherwise negotiated and agreed upon in writing prior to the rendering of any such additional services. Note, the hourly rate schedule is subject to annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Paragraph deleted)*

On an hourly basis per the Architect's rate schedule annexed to this Agreement as Exhibit C or as otherwise negotiated and agreed upon in writing prior to the rendering of any such additional services. Note, the hourly rate schedule is subject to annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent ( 15.00 %).

§ 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:

Design Phase	seventy-five	percent (	75	%)
<i>(Row deleted)</i>				
Construction Phase	twenty five	percent (	25	%)
<i>(Row deleted)</i>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 Intentionally deleted.

*(Paragraph deleted)*

§ 11.7 The hourly billing rates for services of the Architect are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

As outlined in the hourly rate schedule annexed to this Agreement as Exhibit C or as otherwise negotiated and agreed upon in writing prior to the rendering of any such additional services. Note, the hourly rate schedule is subject to annual changes, and such changes will be forwarded to the Owner in writing via formal announcements or by invoices, as deemed appropriate.

*(Table deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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;

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- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing of plan approval set and bid set and all other printing, reproductions, plots, and standard form documents as requested by the Owner;
- .5 Postage, handling, and delivery;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 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 fifteen percent ( 15.00 %) of the expenses incurred.

#### § 11.9 Payments to the Architect

##### § 11.9.1 Intentionally deleted

##### § 11.9.2 Progress Payments

§ 11.9.2.1 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.

6.00 % per annum

§ 11.9.2.2 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.

§ 11.9.2.3 Records of Architect's Expenses and hours pertaining to this Project shall be kept in accordance with generally acceptable accounting standards for architects, which standard shall be consistently applied. Said records shall be available to the Owner or its authorized representative for inspection and copying during regular business hours for three years after the date the Owner accepts the Project.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

None known at time of execution of this Agreement.

#### 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 the Owner and Architect.

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

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 Architect's Insurance Coverage Summary (Exhibit A)
- .3 Electronic Drawing Release Terms and Conditions (Exhibit B)
- .4 Architect's Hourly Rate Schedule (Exhibit C)

*(Paragraphs deleted)*



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



\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Nicholas Signorelli, AIA, NCARB, LEED AP BD+C  
Vice President

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

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## EXHIBIT A

### ARCHITECT'S INSURANCE COVERAGES

Certificates of Insurance evidencing the following coverages will be delivered to the Owner upon the execution and delivery of this Agreement.

All Policies, except Architect's Professional Liability, are on an occurrence basis. Claims-made policies will not be provided, except for errors and omissions or professional liability coverages.

COMMERCIAL GENERAL LIABILITY: Limit \$1,000,000 per occurrence/  
\$2,000,000 annual aggregate

Endorsements: contingent liability/subcontractors' operations;  
products and completed operations;  
broad form property damage including coverage  
for X-C-U hazards of explosion, collapse, and  
damage to underground property

BUSINESS AUTOMOBILE LIABILITY: Combined single limit \$1,000,000;  
covering owned, non-owned, and hired vehicles

UMBRELLA/EXCESS LIABILITY: Limit \$5,000,000 per occurrence/  
\$5,000,000 aggregate

WORKER'S COMPENSATION: NYS Statutory Limits  
EMPLOYER'S LIABILITY: Bodily injury -  
- by accident \$1,000,000 each accident  
- by disease \$1,000,000 policy limit  
- by disease \$1,000,000 each employee

ADDITIONAL INSURED: Sauquoit Valley Central School District on a primary,  
non-contributory basis

ARCHITECT'S PROFESSIONAL LIABILITY: Limit \$2,000,000 per claim/  
\$2,000,000 aggregate

## EXHIBIT B

### ELECTRONIC DRAWINGS RELEASE TERMS AND CONDITIONS

1. The electronic drawings, which are being provided in their native format, are provided as a convenience to the Owner for informational purposes only. The electronic drawings do not replace, modify, or supplement the Contract Documents for the Project. The electronic drawings are not part of the Contract Documents.

2. The electronic drawings are not, nor shall they be construed to be a product or goods and the Architect providing the electronic drawings is not, nor shall it be construed to be, effecting a sale or transfer of a product or good. There are no warranties, either express or implied, of any kind in such electronic drawings or in the media in which they are contained, by the Architect, its consultants or their subconsultants. Any and all warranties are specifically disclaimed by the Owner, Architect, its consultants or subconsultants.

3. Owner accepts the electronic drawings unsigned and unsealed. The electronic drawings are stripped of all Architect's defining information including, but not limited to, logos, title blocks, signatures and copyright. The electronic drawings are provided "as-is" in the format they are customarily and routinely maintained by Architect at the end of project close-out (concessions are not given to downgrading or upgrading to a different software release).

4. If any differences exist between the Contract Documents and the electronic drawings, the information contained in the Contract Documents shall take precedence over the electronic drawings and the Owner shall not rely on the electronic drawings as an accurate reproduction of the Contract Documents or as depicting the 'as-built' condition of the project Contract Documents. The Architect is not responsible for the accuracy of the electronic drawings nor shall they be considered an accurate reflection of the building conditions; existing, new or otherwise.

5. Owner shall not add to, modify, or alter in any way, or allow others to add to, modify, or alter in any way, the electronic drawings, except as may be permitted in writing by the Author(s) of such electronic drawings.

6. The electronic drawings are supplied in the following format: **Revit**. Owner acknowledges that the media in which any electronic drawings are transmitted can deteriorate over time and under various conditions. The Architect is not and shall not be held responsible for such deterioration. In addition, any conversion of the format after being supplied is solely the responsibility of the Owner. Owner acknowledges that the conversion of electronic drawings from the format provided by the Architect to some other format may introduce errors or other inaccuracies or inconsistencies within the electronic drawings themselves or as compared to other project related data, drawings or information. Owner therefore shall confirm the accuracy of the electronic drawings before using them for any purpose. Owner accepts all responsibility for any errors, inaccuracies or inconsistencies and releases the Architect, its consultants, and subconsultants from any liability or claims for recovery of damages or expenses arising out of or related to such errors, inaccuracies or inconsistencies.

7. The electronic drawings were prepared for use in connection with this project only and the Owner shall not use, or allow others to use, the electronic drawings, in whole or in part, for any purpose or project other than as set forth in the Agreement for services between Owner and Architect.

8. Owner waives any and all claims and liability against the Architect, its consultants, and subconsultants resulting in any way from any failure by Owner to comply with these terms and conditions, or to a defect, error, omission or inconsistency in the electronic drawings or the information contained therein.

9. Owner shall provide a copy of this Exhibit to any entity to whom it provides the electronic drawings, and to require those entities who use any of the electronic drawings for any purpose to comply with these terms and conditions, and to require those entities to do the same should further disclosure be made by them to other parties. Use of the electronic drawings constitutes acceptance of these terms and conditions by any and all users of the electronic drawings, including Owner.

10. These terms and conditions for providing the electronic drawings do not create any cause of action of any kind in favor of the Owner, its subcontractors, suppliers, or any third party against the Architect, Architect's consultants, or subconsultants.

11. All terms not explicitly defined in this Exhibit shall have the same meaning and definition as provided in the Agreement for services between Owner and Architect.



**ASHLEY MCGRAW ARCHITECTS, D.P.C.**  
***Hourly Invoicing Rates***

<i>Title</i>	<i>Rate Per Hour</i>
Principal	\$250.00
Senior Project Manager	\$175.00
Senior Architect	\$165.00
Project Manager	\$155.00
Senior Interior Designer	\$135.00
ALEP Educational Strategist	\$135.00
Architect	\$130.00
Design Technologist	\$125.00
Project Administrator	\$115.00
Interior Designer	\$110.00
Architectural Designer	\$110.00
Learning Environment Strategist	\$110.00

Please note that this schedule is subject to annual change. Notification will be given when changes occur and communicated to our clients in writing, via formal announcements or invoices, as deemed appropriate.