



WYOMING CENTRAL SCHOOL BOARD OF EDUCATION

May 13, 2025

Budget Hearing 6:30 PM

Regular Meeting 7:00 PM

- I. Call to Order, Roll Call, Pledge of Allegiance
- II. Agenda: Additions or Deletions 1 ____ 2 ____
- III. Public Forum
- IV. Presentations
 - A. Ski Club, Pageturners, 6th Grade Advisor, SAT, CDEP, RTI
- V. Board Discussion
- VI. Reports
 - A. President
 - B. Superintendent
 - C. Treasurer
- VIII. Consent Items 1 ____ 2 ____
 - A. Approve minutes of the 4/22 /25 regular meeting
 - B. Approve Treasurer's Report, Budget by Function, and Budget Transfers - March 2025
 - C. Approve Response to Intervention Plan
 - D. Approve Summer Reading Program- 10 hours/week
 - E. Approve Agreement between Wyoming Central School and Music Therapy Pathway-Creative Arts Therapy PLLC
 - F. Approve Agreement to Provide Speech Therapy Services between Elizabeth Fox and Wyoming Central School
 - G. Approve Agreement between CAFL and Wyoming Central School District
 - H. Approve Resolution allowing the ROC Team to negotiate DPA's on behalf of Wyoming CSD
 - I. Approve Annual Reorganization Meeting on 7/8/25 at 7:00 PM in the school conference room
 - J. Accept \$300.00 donation from Warsaw Soccer Club
 - K. Accept book donation from PTO

	L. Approve Agreement between Necole Hubbard, OTR-L and Wyoming Central School District		
	M. Authorize Agreement between Wyoming CSD and Holdsworth Klimowski Construction, LLC		
	N. Authorize Agreement between Wyoming CSD and Concord Electric Corp		
	O. Authorize Agreement between Wyoming Central School and Landry Mechanical Contractors		
	P. Authorize Agreement between Wyoming Central School and Landry Mechanical Contractors		
IX.	Old Business		
	A. Approve 8th Grade Trip	1 ____	2 ____
X.	New Business		
	A. Authorize auction of old chorus risers	1 ____	2 ____
XI.	Executive Session	1 ____	2 ____
XII.	Personnel	1 ____	2 ____
	A. Substitute Appointments		
	1. Approve Mya Stroud as a substitute teacher, teaching assistant, teacher aide, and school monitor	1 ____	2 ____
	B. Probationary Appointments		
	C. Permanent Appointments		
	D. Resignations		
	E. Other		
	1. Approve Last Chance Agreement	1 ____	2 ____
	2. Approve Terms and Conditions for 2025-2026	1 ____	2 ____
	3. Appoint Summer Cleaners	1 ____	2 ____
XIII.	CPSE/CSE	1 ____	2 ____
XIV.	Adjournment	1 ____	2 ____

**WYOMING CENTRAL SCHOOL
WYOMING, NEW YORK
BOARD OF EDUCATION
SPECIAL MEETING
APRIL 22, 2025**

Members present: Kaitlyn Bush, Benjamin Chamberlain, Haley Tygart, Jordan Wetherwax

Members absent: Desiree Fioramonte, Barry True, Nicole White

Others present: Emily Herman, Joelle Stroud, Nancy Norton

Guests: None.

Call to Order, Roll Call,

Pledge of Allegiance: The meeting was called to order at 7:00 pm by Mr. Chamberlain, Board President.

Approval of Agenda: Resolved, the Board approves the agenda on motion by Mrs. Bush and second by Mr. Wetherwax.

Yes – 4 Bush, Chamberlain, Tygart, Wetherwax

No – 0

Motion approved.

Public Forum: None.

Presentations: None.

Board Discussion: None.

Reports: President- Attica CSD approved a one-year tuition contract.

Superintendent-None.

Treasurer-None.

Consent Items: Resolved, the Board approves items A.- M. on motion by Mr. Chamberlain and second by Mr. Wetherwax:

A. Approve the minutes of the 4/08/25 regular meeting

B. Approve the \$100,000 Capital Outlay Exception Project (COEP) for 2025-2026

C. Approve the SEQRA for the 2025-2026 COEP

D. Approve Clark Patterson Lee (CPL) Proposal for Architectural/Engineering Services for the 2025-2026 COEP

E. Adopt the 2025-2026 proposed annual budget in the amount of \$6,365,525

F. Approve Proposition for Authorization to Establish 2025 Building Capital Reserve Fund

G. Approve Proposition for Authorization to Establish 2025 Vehicle, Machinery and Equipment Purchase Capital Reserve Fund

H. Approve to vote by paper ballot during the hours of 1:00 pm to 8:00 pm in the school foyer at the May 20, 2025 annual vote and election.

I. Approve Election officials and rate of \$15.50 per hour for the May 20, 2025 annual vote and election

J. Approve the Village Hall, Rt. 19, Wyoming, as an alternate voting site, in case of an emergency, for the May 20, 2025 annual vote and election

K. Approve propositions for the May 20, 2025 annual vote and election

L. Approve to cast one vote for each of the four candidates for the GLSW BOCES Board of Education: Christy Crandall Bean, Robert DeBruycker, Norbert Fuest and Roger Kostecky and to cast one vote for the BOCES Administrative Budget for 2025-2026 in the amount of \$3,368,982.

M. Approve the Property Tax Report Card 2025-2026

Yes – 4 Bush, Chamberlain, Tygart, Wetherwax

No – 0

Motion approved.

Old Business:

The drawing of candidates' names for placement on the ballot at the 5/20/25 annual vote and election was held on 4/22/25. One petition was received for the one (1) open board seat. Board Candidate, Benjamin Chamberlain, was drawn first and will appear first on the ballot. No other petitions were received.

New Business:

Executive Session:

RESOLVED, the Board retired into executive session at 7:03 pm for the purpose of contractual matters on motion by Mr. Chamberlain and second by Mrs. Bush.

Yes – 4 Bush, Chamberlain, Tygart, Wetherwax

No – 0

Motion approved

**Out of Executive
Session:**

The Board reconvened regular session at 7:05 pm.

Personnel:

CPSE/CSE:

None.

Adjournment:

**Resolved, the Board approves to adjourn the meeting at 7:06 pm on
motion by Mr. Chamberlain and second by Mr. Wetherwax.**

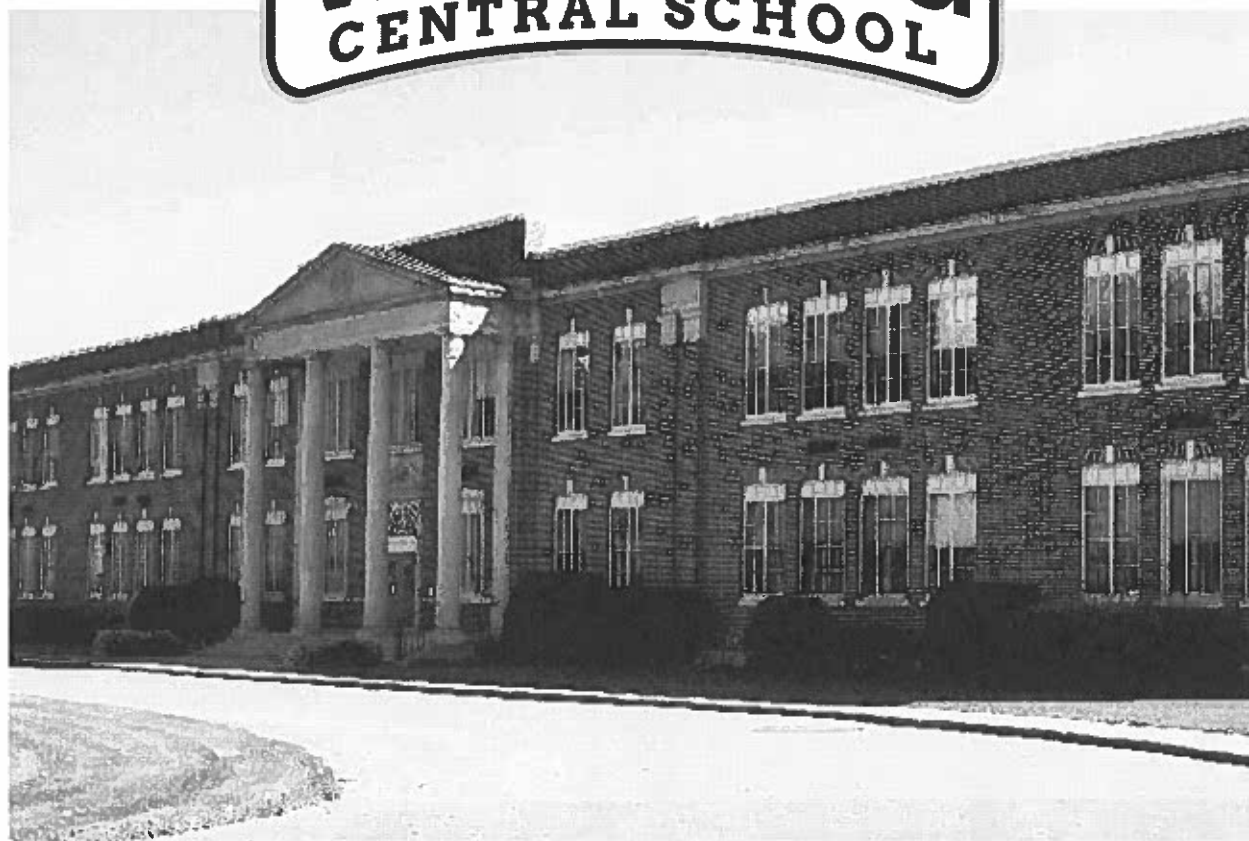
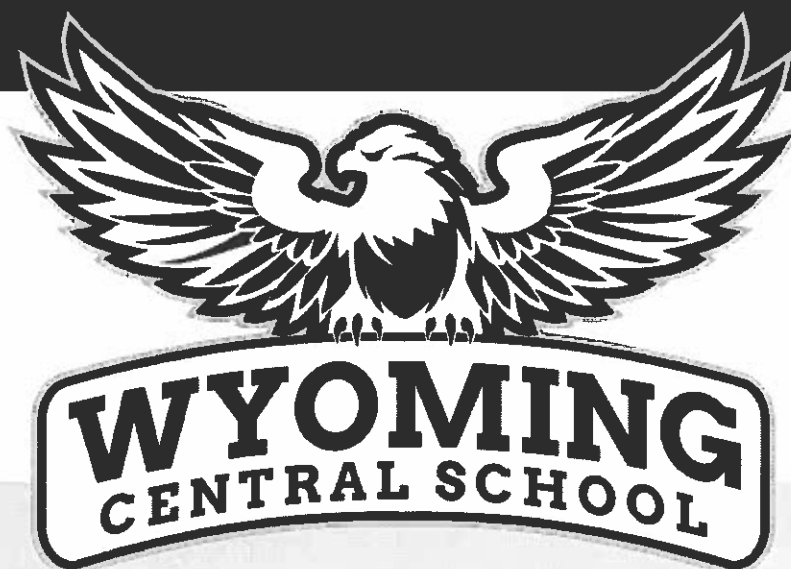
Yes – 4 Bush, Chamberlain, Tygart, Wetherwax

No – 0

Motion approved.

Respectfully submitted,

**Nancy Norton
District Clerk**



RESPONSE TO INTERVENTION (RTI)

Introduction

Response to Intervention (RtI) is a key educational strategy aimed at closing achievement gaps for all students—including those at risk, students with disabilities, and English language learners—by addressing learning challenges early, before they become more significant. Each day, educators use data-driven decision-making to guide students' instructional programs and determine whether a struggling student may require adjustments in early intervention or instructional approaches. RtI provides a structured, instructionally relevant framework for identifying students who may have learning disabilities. These determinations are based on thorough and accurate information, ensuring that learning difficulties are not simply the result of ineffective instruction.

RtI begins with high-quality, research-based instruction delivered in the general education classroom by the general education teacher (Tier 1). Instruction is tailored to meet individual student needs through differentiated teaching within the core curriculum, along with supplemental support provided through a multi-tiered system of increasing intensity and focus.

Through schoolwide screenings and ongoing progress monitoring, students who have not mastered essential skills or are not making adequate progress are identified for Tier 2 intervention—targeted, small-group support designed to address specific learning needs. All students receiving Tier 2 services will have access to a minimum of 150 minutes of supplemental instruction over a six-day instructional cycle.

If a student continues to demonstrate insufficient progress despite targeted intervention, they may move to Tier 3, where they receive intensive, individualized instruction. Should progress remain limited at this level, a referral for a comprehensive evaluation may be considered to determine if a learning disability or other educational need is present.

Building Blocks of an RtI Model

The building blocks of Response to Intervention (RtI) are the essential components that create a strong, effective framework for identifying and supporting students who are struggling academically or behaviorally. Here are the core building blocks:

1. High-Quality Core Instruction (Tier 1)

- Delivered to all students in the general education setting
- Aligned with state standards and based on research
- Includes differentiation to meet diverse learner needs

2. Universal Screening

- Brief assessments given to all students multiple times per year
- Identifies students at risk for poor learning outcomes
- Provides baseline data to inform instruction

3. Tiered Levels of Support

Tier 1: Core instruction for all students

Tier 2: Targeted small group interventions for students at risk

Tier 3: Intensive, individualized interventions for students with significant needs

4. Progress Monitoring

- Frequent, ongoing assessments to track student growth
- Ensures interventions are effective and adjusted as needed

5. Data-Based Decision Making

Teams use data to:

- Identify students in need
- Choose appropriate interventions
- Monitor progress
- Determine next steps, including referral for special education if necessary

6. Fidelity of Implementation

- Interventions must be delivered as intended
- Consistent monitoring ensures programs are implemented correctly

7. Family Involvement

- Parents are kept informed throughout the RtI process
- Collaboration helps support the student both at school and at home

1

High Quality Core Instruction (Tier 1)

The foundation of the Response to Intervention (RtI) model is high-quality core instruction, which all students receive in the general education classroom through a guaranteed and viable curriculum aligned with the New York State (NYS) learning standards. This foundational level, known as Tier 1, represents the core instructional program delivered by general education teachers to all students. Students at this tier are typically performing at or above grade level, as demonstrated by benchmark assessments such as i-Ready or scoring a Level 3 or 4 on the NYS Assessments. These students do not require additional screening until the next scheduled benchmark period, unless otherwise recommended by the RtI Team.

Tier 1 instruction is designed to meet the academic needs of at least 80% of all learners. It incorporates research-based teaching practices and includes positive behavior interventions and supports as part of the overall approach.

Essential components of Tier 1 include:

- A core curriculum aligned with NYS learning standards
- Universal screening conducted three times per year for all students
- Differentiated instruction grounded in structured literacy and/or mathematics frameworks, tailored to meet the diverse needs of students
- A daily, uninterrupted block of reading instruction
- A daily, uninterrupted block of math instruction
- Clearly defined behavioral expectations across the learning environment

Together, these elements ensure that Tier 1 instruction provides a strong and equitable academic foundation for all students. The following represents a sample of curricula that may be used in a Tier 1 setting at Wyoming CSD. Specific programs may vary over time based on instructional rotations or evolving best practices in education. These curriculum decisions are made to ensure that instruction remains both relevant and effective in meeting the diverse needs of all students.

Examples of Tier 1 Curriculum

Reveal Math	Mathematics	K-5
Tools of the Mind	Reading, Mathematics, Science, Social Studies	Pre-K
Eureka Math ²	Mathematics	6-8
Wonders 2020	ELA	3-5
Study Sync	ELA	6-8
Heggerty	ELA	K-2

2

Universal Screening

Screening tools are used to identify students who may be at risk for academic or behavioral challenges and to help inform early intervention efforts. At Wyoming Central School, approved screening instruments are administered across key areas, including reading, writing, mathematics, and learning-related behaviors. These screeners support the identification of students who may benefit from additional instructional support and help define opportunities for targeted interventions within the school setting.

Screener	Assessment Window	Grades	Content
iReady Diagnostics	3x per year	K-8	<ul style="list-style-type: none"> • Reading and Math
iReady Growth Monitoring	Monthly	K-8	<ul style="list-style-type: none"> • Reading and Math
Brigance	Prior to Pre-K	Pre-K	<ul style="list-style-type: none"> • Reading/Writing/ Math
BIMAS	3x per year	K-8	<ul style="list-style-type: none"> • SEL
Phonics Screener	3x per year	K-3	<ul style="list-style-type: none"> • Reading
Heggerty Phonemic Awareness	3x per year	K-2	<ul style="list-style-type: none"> • Reading
Oral Reading Fluency	3x per year	K-5	<ul style="list-style-type: none"> • Reading

3

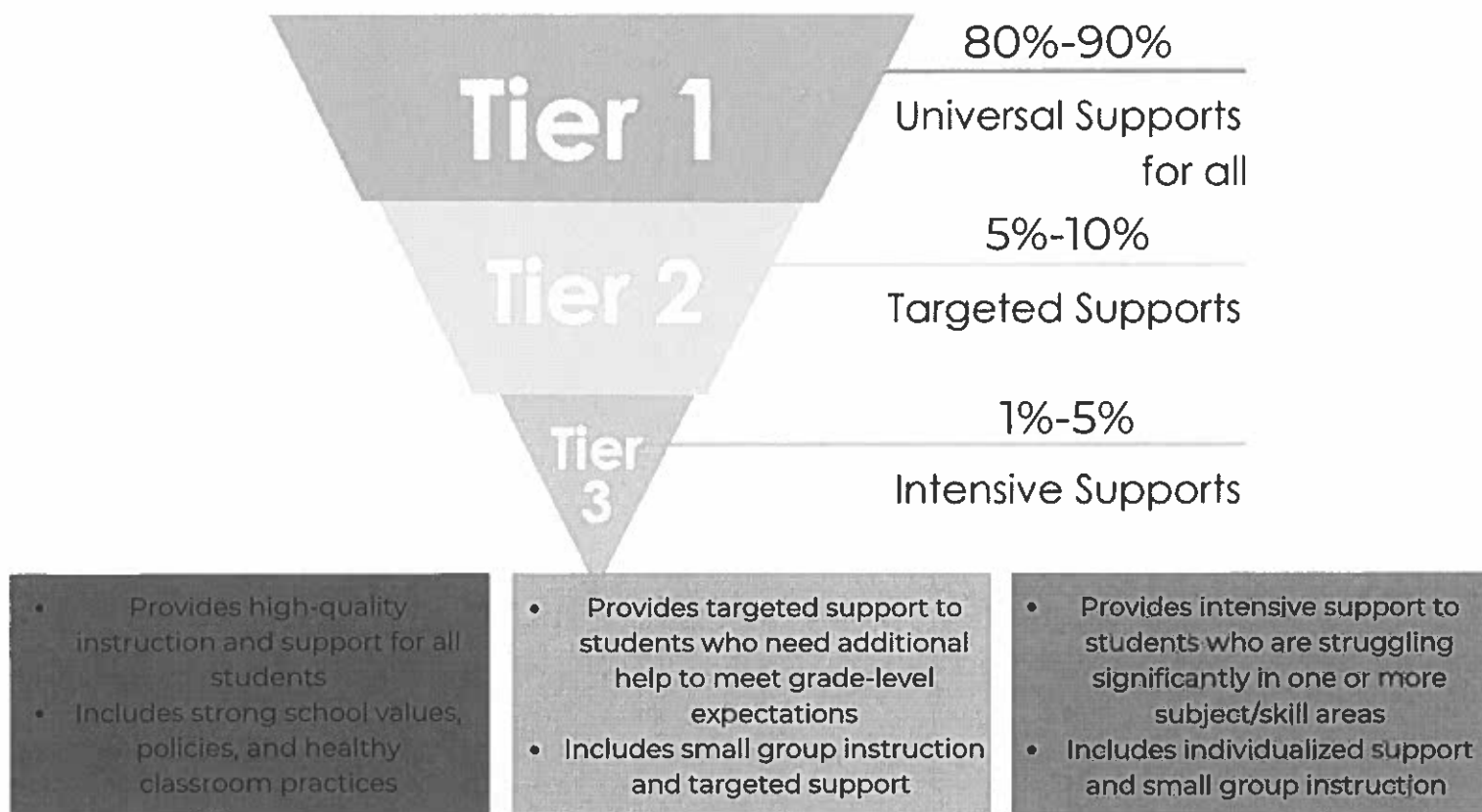
Tiered Levels of Support

Response to Intervention (RtI) serves as a multi-tiered prevention and intervention model that provides increasing levels—or tiers—of instructional support based on student needs. At Wyoming Central School, the RtI process is designed to be flexible and responsive, ensuring that each student receives the appropriate level of support at the right time. The use of tiered instruction is tailored to individual student needs and is reviewed continuously. Students may enter or exit tiers based on ongoing analysis of performance data and progress monitoring.

The RtI framework consists of the following three tiers:

- Tier 1 provides high-quality, evidence-based core instruction to all students within the general education classroom. This includes a guaranteed and viable curriculum aligned with the New York State Learning Standards, along with differentiated instruction and clearly defined behavioral expectations. Tier 1 is designed to meet the academic and behavioral needs of approximately 80% of students.
- Tier 2 offers targeted, small-group interventions for students who are not meeting grade-level expectations and require additional support beyond the core program. These interventions supplement Tier 1 instruction and are monitored to assess their effectiveness.
- Tier 3 delivers intensive, individualized interventions for students with significant academic or behavioral needs who have not responded adequately to instruction at the previous tiers. These supports are more specialized and frequent, and are closely aligned to student-specific goals and data.

This structured, multi-tiered approach allows educators at Wyoming Central School to provide responsive, data-informed instruction that promotes growth and success for all students.



Tier 2

Tier 2 is typically small group (3-5 students) supplemental instruction. This supplemental instructional intervention is provided in addition to, and not in place of, the core instruction provided in Tier 1. The students at this tier are approaching expectations (a mid to high 2 on the NYS Assessments). These students may receive supplemental support from a classroom teacher or an intervention specialist. These students should be progress monitored a minimum of 2x's a month. Tier 2 interventions focus on the areas of student need or weakness that are identified in the screening, assessment or progress monitoring reports from Tier 1. Therefore, students are often grouped according to instructional need. Approximately 5 to 10% of students in a class receive Tier 2 intervention. Tier 2 interventions should minimally include:

- Academic Intervention Services in reading and/or math (Push-in, Pull-out as prescribed by the RtI Team)
- Progress monitoring minimally once every two weeks (I-Ready, LLI)
- 150 additional minutes per week of Tier 2 intervention and instruction (K-2 Nurture, Engage, Support, Thrive -NEST and 3-8 Support, Opportunity, Achievement, Reflection SOAR).

Tier 3

Tier 3 is designed for those students who demonstrate insufficient progress in Tier 2 or who are not meeting expectation on benchmark assessments (I-Ready Assessments, and/or a low 2 or 1 on the NYS Assessments). Tier 3 is typically reserved for approximately one to five percent of students in a class who will receive more intensive instruction in addition to their core instruction. Tier 3 differs from Tier 2 instruction in terms of such factors as time, duration, group size (1-3), and frequency of individualized instruction. Tier 3 interventions should minimally include;

- Additional individualized, targeted research based interventions
- Progress monitoring weekly utilizing Curriculum-Based Measurement (I-Ready, other) Consideration for further evaluation. Following further evaluation the RtI Team may make a referral to the Committee on Special Education or to the 504 Committee

Intervention Action Plan

Once the area of need has been identified, a comprehensive intervention plan must be developed. This plan should include the following components:

1. A clear statement of the academic or behavior skill(s) the student is struggling with (e.g., reading fluency, number sense, task completion, peer interactions).
2. Measurable outcomes (SMART goals) relative to grade level expectations in terms of student growth, achievement or skill level
3. Description of the evidence based strategy or program being used to deliver the intervention.
4. Duration, Schedule, and Setting of the Intervention:
 - How often and how long will the intervention be delivered.
 - Where and with how many other students will the intervention occur.
5. Person Responsible for Implementation of the Intervention
6. Progress Monitoring Tools and Schedule:
 - This is how student progress will be measured and how often data will be collected.
7. Criteria for Success:
 - The specific benchmarks (cut score) that will indicate whether the intervention is effective or if adjustments are needed. Student data from the intervention will be analyzed to further decision making.
8. Parent Communication Checklist
 - A checklist containing documentation for when and how parents have been informed of their student's intervention determination and progress.

The framework for an intervention action plan can be found in Appendix C.

4

Progress Monitoring

Frequent, multiple, and regular assessments of student performance will be administered and analyzed. Academic, social and behavioral data will be considered. In a Tier 1 model for academic intervention, student growth in all areas will determine future action plans. In a Tier 2 or Tier 3 model, regularly scheduled RtI meetings will be held to analyze the success of intervention and guide further decision making.

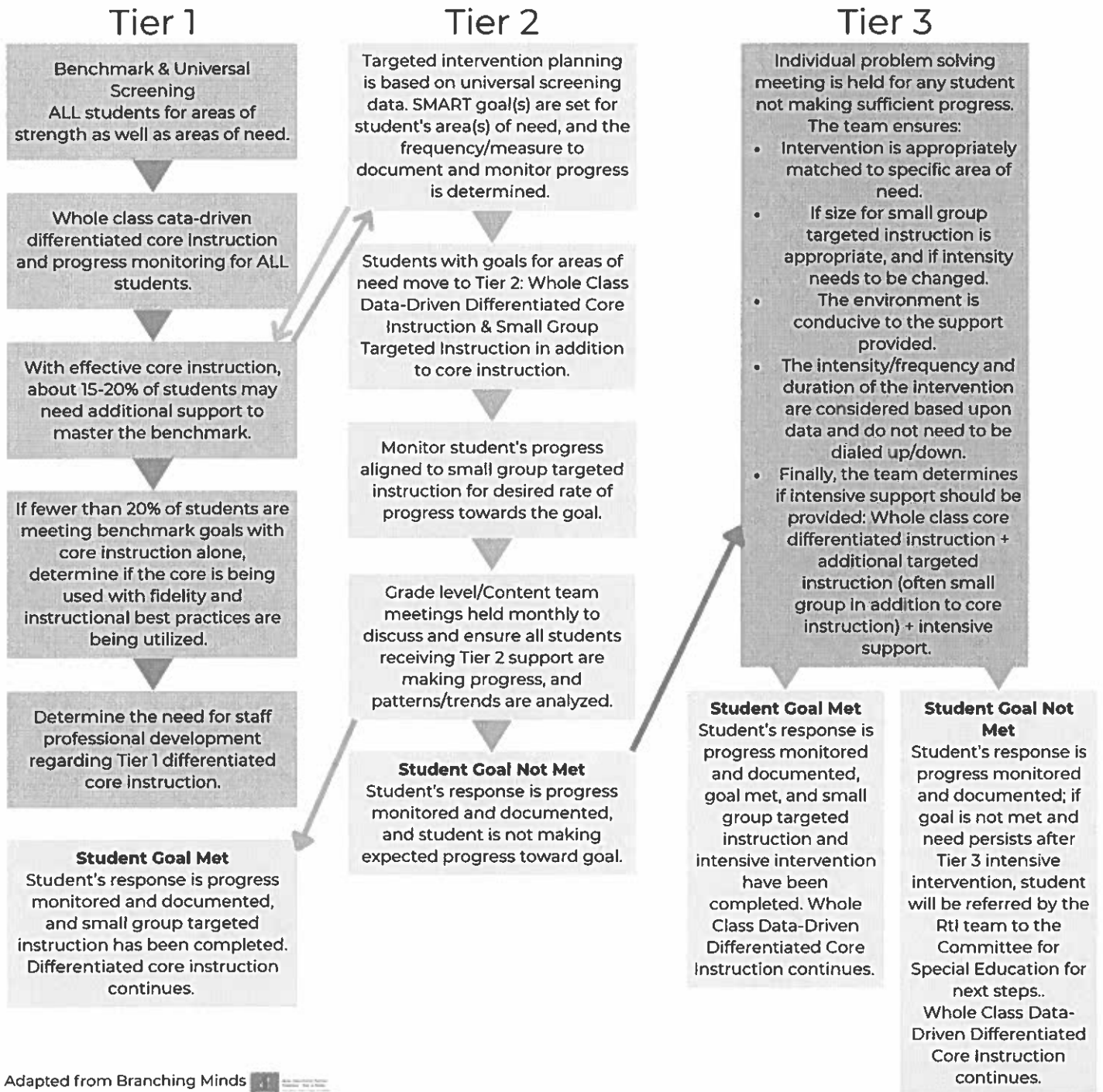
Grades K-8 Progress Monitoring Tools for Students in Tier II and Tier III

Tiers	Reading	Math
Tier 2	<ul style="list-style-type: none"> • iReady Standards Mastery • Phonics Screener • Heggerty Phonemic Awareness • Phonemic Awareness Screening Test (PAST) • Orton-Gillingham Assessment • Evidence-based teacher created assessment 	<ul style="list-style-type: none"> • iReady Standards Mastery • Evidence-based teacher created assessment • Anecdotal Records
Tier 3	<ul style="list-style-type: none"> • IEP Based Goals • Orton Gillingham Assessment • Evidence-based teacher created assessment 	<ul style="list-style-type: none"> • IEP Based Goals • Evidence-based teacher created assessment • Anecdotal Records

5

Data Driven Decision Making

Data-driven decision making is essential to the success of Response to Intervention (RTI). By using consistent assessment data—such as screening results, progress monitoring, and diagnostic tools—educators can identify students' specific learning needs, tailor interventions, and track their effectiveness over time. This approach ensures that support is targeted, timely, and evidence-based, helping to close learning gaps early. It also allows teams to adjust instruction and intervention levels proactively, rather than relying on assumptions or delays in support. Ultimately, data-driven RTI promotes equitable access to learning and improves student outcomes through informed, responsive teaching. The decision making process is represented in the visual display below.



Adapted from Branching Minds
Intervention Flow Chart



6

Fidelity of Implementation

Delivering interventions with fidelity and consistency is essential to the success of the Response to Intervention (RTI) process. This means that all strategies and supports must be implemented as designed, following the prescribed methods, duration, and frequency, to ensure accurate assessment of their effectiveness and to support student growth. Consistent implementation also ensures that progress monitoring data is reliable, allowing teams to make informed decisions about next steps. Achieving fidelity requires ongoing communication among team members and appropriate training and support for staff implementing interventions.

Regular communication with families is a vital component in developing the relationships necessary to support student success. Throughout the RTI process, regular communication with families may include but are not limited to:

1. Initial Communication

- Teachers will inform families when a student is being considered for additional support beyond Tier 1.
- Families are given an overview of the RTI process, what it entails, and how it supports student learning.

2. Progress Monitoring Updates

- Regular communication is shared with families about their child's academic or behavioral progress, especially if they are receiving Tier 2 or Tier 3 interventions.
- This may include written reports, phone calls, or conferences to review data and growth over time.

3. Home-School Collaboration

- Teachers and interventionists may share specific strategies or activities that families can use at home to support targeted skills (e.g., fluency practice, math fact games, behavior reinforcement charts).
- Families can provide feedback on what works well at home, helping to align interventions across settings.

4. Goal Setting and Support Plans

- Families will be notified of realistic goals for their child so that they may help reinforce those goals through encouragement or incentives at home.

5. Cultural and Linguistic Considerations

- Schools work to ensure materials and meetings are accessible to all families by providing translations, interpreters, and culturally responsive communication.

6. Feedback and Advocacy

- Families are encouraged to ask questions, express concerns, and advocate for their child throughout the RTI process.

Referral to CSE Team

Who is referred to the CSE Team?

In the event that a student has been determined to not be making adequate progress (through the analysis of progress monitoring data) in a Tier III intervention, they may be referred to the CSE team by the student's designated RtI team. Additionally, a parent/guardian has the right to ask for CSE evaluation in writing at any point in the RtI process.

Who is the CSE Team?

The Wyoming Central School CSE Team is a group comprised of educational professionals with the goal of providing a higher level of support for struggling students. The members of the CSE Team may include, but is not limited to the following: teachers (general and/or special education), school psychologist, speech therapist, reading specialist, math specialist, building administrator, nurse, and school counselor.

LD Determination

Effective as of July 1, 2012, a school district must have an RtI process in place as it may no longer solely use the severe discrepancy between achievement and intellectual ability to determine that a student in kindergarten through grade four has a learning disability in the area of reading. In making a determination of eligibility for special education under the classification of Learning Disabled, the Committee on Special Education must determine that a student's academic underachievement is not due to the lack of appropriate instruction in reading.

Appendix

A: Interventions and Programming

All academic interventions and instructional programming provided during NEST and SOAR Time will be grounded in evidence-based practices. This ensures that students receive high-quality, research-supported strategies tailored to their individual learning needs, promoting meaningful growth and lasting success.

Examples of Potential Interventions and Programming

Intervention Program	Purpose	Targeted Student Population
Orton-Gillingham	The Orton-Gillingham approach is a structured, multisensory program designed to help students—especially those with dyslexia—develop strong reading, writing, and spelling skills. It uses explicit, sequential instruction to teach the foundations of the English language in a way that is tailored to each learner's needs.	<ul style="list-style-type: none">• Students with dyslexia• Students with other language-based learning difficulties• Struggling readers and writers who need explicit, systematic instruction in phonics, spelling, and decoding• Early learners at risk of reading difficulties (as a preventative measure)
UFLI	The UFLI intervention is a structured, research-based program designed to help beginning and struggling readers develop strong foundational skills in phonemic awareness, phonics, and decoding. It supports reading accuracy and fluency through explicit, systematic instruction aligned with the science of reading.	The UFLI (University of Florida Literacy Institute) Intervention Program is designed primarily for students in Grades K–3 who are at risk of reading failure. It focuses on students who may struggle with foundational reading skills, particularly those who have difficulties with phonological awareness, decoding, and fluency.

A: Interventions and Programming

Intervention Program	Purpose	Targeted Student Population
Magnetic Reading	The Magnetic Reading program by Curriculum Associates is designed to provide explicit, systematic, and evidence-based instruction in reading. It is grounded in the Science of Reading and aims to support students in developing essential reading skills, including phonemic awareness, phonics, fluency, vocabulary, and comprehension.	Grades 2-5
iReady	The i-Ready program is an online intervention tool for K-8 students that provides personalized, adaptive instruction in reading and math. It tailors lessons to each student's skill level based on diagnostic assessments, helping educators target specific learning needs. i-Ready aims to improve student achievement through engaging content, data-driven insights, and individualized learning paths.	Grades K-8
Heggerty Bridge to Reading	The Heggerty intervention is designed to provide explicit phonemic awareness instruction.	Grades K-2

A: Interventions and Programming

Examples of Potential Interventions and Programming Continued

Intervention Program	Purpose	Targeted Student Population
Heggerty Bridge the Gap	The Heggerty Bridge the Gap intervention is designed to provide explicit phonemic awareness instruction to older students	Grades 3rd-8th
Reveal Math	The Reveal Math Intervention is designed to support students who are struggling with core math concepts, providing targeted instruction and practice to help them bridge skill gaps and build a deeper understanding of math.	Grades K-5

B: Example of Parent Letter for Initial Determination

Wyoming Central School District
1225 Route 19
Wyoming, NY 14591
(585) 495-6222 ext. 113

Response to Intervention Services

Parent/Guardian of [REDACTED]

Re: [REDACTED]

Dear Parent/Guardian,

The New York Department of Education mandates Response to Intervention (RTI) services to those students who perform at Level 1 (lowest level of proficiency) on State Exams in English Language Arts (ELA) and Mathematics. You may wish to review the results that we previously mailed to you.

The district offers a variety of academic and support services to meet the instructional needs of our students. The goal is to use our available resources to support your child in his or her efforts to be successful in meeting the New York State Learning Standards and graduation requirements.

We carefully review the educational programs of each student who scores Level 1 or 2 on the State Assessments. Enclosed with this letter is a summary of Response to Intervention services, which is customized to give instructional and/or other types of assistance to support your child. We have made a thorough review of your child's daily classroom performance, standardized and/or diagnostic testing results (including State testing) and report card information as we developed your child's services.

We will try to meet the needs of all learners in our school with the least amount of interruption to their routine.

If you believe that your child may have a disability, you may refer your child for an initial evaluation for special programs and services.

Please feel free to contact your child's teacher if you have any questions.

Sincerely,

C: Tier Intervention Action Plan

Intervention Plan Progress

Student Information

Student		Current Grade Level	
Referring Teacher		Special Programming (Circle)	504 Plan Special Education Speech ESL Gifted & Talented
Retained?	Yes No	Grade Level(s) Retained:	

Intervention Focus

ELA Reading & Writing		Math	
Comprehension Vocabulary Fluency Letter Knowledge Handwriting Sight Words Inferencing Theme	Summarizing Listening Phonemic Awareness Written Expression Writing Mechanics Print Awareness Main Idea	Counting and Cardinality Number Sense and Operations Problem Solving Algebra Probability Geometry	Measurement Connection Statistics Vocabulary Reasoning & Proof Fact Fluency

Behavior-Describe:	Speech-Describe:

Intervention Goals

Intervention Start Date	Research Based Intervention	Baseline at the Beginning of the Intervention	Goal

C: Intervention Action Plan

Intervention Plan Progress

Intervention Delivery

Interventionist	Group Size	Frequency: ____ Min for ____ Days per cycle	Attendance in Intervention	Status of Goal
				<input type="checkbox"/> Met <input type="checkbox"/> Progressing <input type="checkbox"/> Exceeded
				<input type="checkbox"/> Met <input type="checkbox"/> Progressing <input type="checkbox"/> Exceeded

Additional Notes

D: Parent Communication

Parent Communication Plan for RTI

Student Name: _____

Grade: _____

Teacher: _____

Start Date of RTI: ____ / ____ / ____

Communication Step	Purpose	Method	Timeline	Date Contact Made
Initial Notification	Inform parents of RTI support and reason.	Phone call + Follow-up email/letter	Within 1 week of RTI decision	
Explanation of RTI	Explain RTI process, tiers, and student involvement.	Email, letter, or in-person meeting	Within 1 week of initial contact	
Share Assessment Results	Provide current data supporting need for intervention.	Email with attachments or meeting	After initial notification	
Outline Intervention Plan	Share interventions, goals, schedule, and duration.	Parent meeting or detailed letter	Within 2 weeks of RTI start	
Regular Progress Updates	Report on student growth, celebrate successes, note concerns.	Monthly progress reports + optional phone check-ins	Monthly	
Communicate Changes to Interventions	Notify parents of any adjustments to interventions.	Email or call, with optional follow-up meeting	As changes occur	
Share Home Support Resources	Provide tools and activities for home reinforcement.	Email, print materials, or website links	At least once per intervention cycle	
Discuss Next Steps	Communicate final outcome (exit, continuation, or referral).	Meeting or detailed letter	At the end of intervention cycle	

Additional Parent Contact Log

Date	Contact Method	Summary of Discussion

Superintendent of Schools: Mrs. Emily Herman

Director of Student Services: Mrs. Meghan Barker

Response to Intervention Team Leaders: Dr. Erica Miller, School Psychologist
Mrs. Olivia Lamar, Teacher

Board of Education: Ben Chamberlain, President
Barry True, Vice President
Kaitlyn Bush
Desiree Fioramonte
Haley Tygart
Jordan Weatherwax
Nicole White

Updated April 30th, 2025
Board Approved on _____

Agreement Between
Wyoming Central School
and
Music Therapy Pathways-Creative Arts Therapy PLLC

This agreement is made between Wyoming Central School District, having its district offices in Wyoming, New York, hereinafter called "District" and Music Therapy Pathways-Creative Arts Therapy PLLC, 80 South Main Street, Oakfield, New York 14125, hereinafter called "Contractor."

1. Term.

This agreement will commence on October 21, 2025 and will terminate on August 31, 2026, provided either party may terminate this Agreement at any time upon at least sixty (60) days advance written notice to the other party. In the event of termination, accounts between the parties will be adjusted and prorated as of the termination date.

2. Services.

Music Therapy:

The contractor agrees to provide the District with the services of a Board-Certified music therapist or a licensed creative arts therapist to provide music therapy services, as requested, for each child approved for such services of the Wyoming Central School District. Specific responsibilities are outlined below:

The music therapist will plan and implement an appropriate music therapy program for each child approved for such services by the Committee on Special Education or District administrator.

The music therapist will provide necessary paperwork to the District, in the form of initial evaluations and annual reviews, and periodic updates.

Upon request of the District, the music therapist will attend CSE meetings and parent meetings.

The music therapist will adhere to the Wyoming Central School District calendar. Although every attempt will be made to reschedule missed visits due to student absences and school closings, the music therapist will not be held accountable in these situations.

3. Payment.

The District agrees to pay \$55.00 for each thirty minute session of individual music therapy and \$30.00 for each student receiving group services. A group is considered 2 or more students receiving music therapy as outlined on the IEP. An individual student receiving music therapy within the context of a group of peers is considered an individual session. Consultation services will be billed at \$55.00 per thirty minutes. Evaluations will be completed following written request from the district and will be billed as \$175.00 per evaluation. Cancelled sessions will not be billed.

The Contractor will submit a monthly bill for actual services rendered by the tenth (10th) day of each month, following the provision of these services.

4. Insurance.

The Contractor will obtain and keep in force professional liability insurance coverage for the staff of Music Therapy Pathways-Creative Arts Therapy PLLC during the term of this Agreement for the benefit and protection of the District and the Contractor.

5. Renewal.

This agreement may be renewed for additional one year terms upon the written consent of both parties, with additional or revised terms as appropriate to be incorporated into the renewal agreement.

6. Acceptance.

The parties to this agreement accept the terms as herein outlined as attested to their signatures below.



Jennifer M. Glor

Director-Music Therapy Pathways-Creative Arts Therapy PLLC

4-24-25

Date

Superintendent-Wyoming Central School

Date

Agreement to Provide Speech Therapy Services
Wyoming Central School District & Elizabeth A. Fox

This agreement between Elizabeth Fox, hereinafter called the "Provider", and Wyoming Central School District, hereinafter called the "District" is for the provision of speech-language therapy services.

I. Responsibilities of the Provider

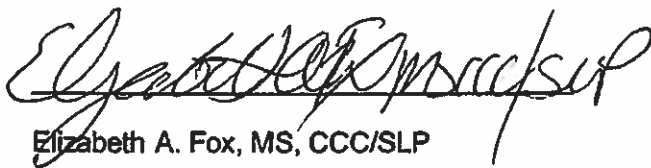
1. Provider will provide speech therapy services to students with speech-language-hearing impairments as assigned by the District.
2. The Provider will complete any required documentation for students seen for therapy and/or intervention in accordance with District procedures.
3. The Provider will follow all on-site COVID health, safety and cleaning protocols.
4. Speech services will be provided by a New York State licensed Speech Language Pathologist, New York State Certified Teacher of the Speech and Hearing Handicapped or Teacher of Students with Speech and Language Disabilities.
5. The Provider will participate in required meetings and conferences as requested by the District.
6. The Provider will submit and maintain practitioner liability insurance coverage.
7. The Provider will assure credentials. A copy of the Provider's Certification and/or state licensure will be provided to the District upon request.
8. The Provider will submit a completed timesheet to the District on a monthly basis.

II. Responsibilities of the District

1. The District agrees to pay Contract Services \$125.00 per hour for time spent rendering services. Billable time includes evaluation/therapy; and any paperwork, consults or meetings required.
2. Minimal billing of ½ hour is required for a day that service is rendered (e.g. attending a CSE meeting by phone).
3. Travel time in/out for missed sessions will be charged if Provider staff arrives at the session location and the student is absent.
4. A minimal billing of 1/2 hour for travel (both in/out) and paperwork will be billed for each therapy session rendered (e.g. .5 in, .5 out, .5 paperwork, .5 therapy = 2.0 hours of service billed).
5. The District agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.

III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Provider, and as such, the Provider will undertake all employer obligations under federal and state laws.
2. Either party may terminate this agreement with written notification sixty (60) days prior to actual termination.
3. This contract will be in effect starting July 1, 2025, through June 30, 2026, and will be reviewed by both parties on an annual basis.


Elizabeth A. Fox, MS, CCC/SLP

5/2/2025
Date

Wyoming Central School District Official

Date

2025-2026 Service Provision Contract

Clinical Associates of the Finger Lakes ("CAFL") will abide by the following terms:

- Will provide Evaluations, Speech-Language Pathology, Assistive Technology, Occupational Therapy, Physical Therapy and/or PNT services as needed from 7/7/25 through 6/26/26, as requested by district and based on provider availability.
- Will supervise and compensate assigned staff.
- Will assure appropriate and adequate certification and malpractice insurance requirements for staff, in amounts acceptable to the school district.
- Will complete a daily log &/or a comprehensive written report for each client.
- Will protect the confidentiality of student records.
- Will bill for Evaluations, Direct and Indirect services provided as outlined on the attached rate sheet.
- Will make every effort to make up appointments missed due to either child or therapist absence.
- Will obtain appropriate scripts, upon district request.
- Will submit an invoice to Wyoming Central School District reflecting Evaluations and Services provided.

Wyoming Central School District will abide by the following terms:

- Will provide to CAFL the names, IEP goals, previous evaluations, and relevant information on each student to be evaluated or to receive services.
- Will pay for Evaluations, Direct and Indirect services provided as outlined on the attached rate sheet.
- Will not directly or indirectly retain the services of any CAFL staff members during this agreement or within one year after its termination, except through CAFL.
- Will provide appropriate and necessary materials, including tests & test protocols, when applicable.

This agreement will be in effect until the end date of 6/26/26. Both parties agree to provide 30 days written notice if the contract needs to be ended prior to that date.

Wyoming Central School District
Authorized Representative

CAFL Director/CEO

Name: _____

Laura Fenn _____

Signature: _____

Laura Fenn _____

Date: _____

5/12/25 _____





VICTOR: 590 Fishers Station Dr., Suite 130
Victor, New York 14564

GATES: 2765 Buffalo Rd., Suite 1B
Rochester, New York 14624

Phone: (585) 924-7207
Fax: (585) 924-7049
www.clinassoe.com

2025–2026 CSE Service Provision Individual Rate Structure

Direct & Indirect Services

	Individual
Special Education (SEIT)	\$75 per ½ hour
Speech Therapy (SLP)	\$75 per ½ hour
Occupational Therapy (OT)	\$75 per ½ hour
Physical Therapy (PT)	\$75 per ½ hour
Assistive Technology (AT)	\$75 per ½ hour
Parent Training (PNT)	\$75 per ½ hour

Evaluations

	Regular	Bilingual
Psychological & Social	\$590	\$590
Psychological	\$450	\$450
Social	\$140	\$140
FBA & BIP	\$325	\$450
Physical Therapy (PT)	\$375	\$450
Occupational Therapy (OT)	\$375	\$450
Special Education (SEIT)	\$375	\$450
Speech Therapy (SLP)	\$375	\$450
Assistive Technology (AT)	\$450	\$450
Triennial Review Evaluation	\$300	

Wyoming Central School District
Authorized Representative

Name: _____

Signature: _____

Date: _____

CAFL Director/CEO

Laura Fenn

Laura Fenn
5/12/25



RESOLUTION OF BOARD OF EDUCATION

WHEREAS, four (4) BOCES (Onondaga-Cortland-Madison BOCES, Albany-Schoharie-Schenectady-Saratoga BOCES, Madison-Oneida BOCES and Broome-Tioga BOCES) have collaborated and entered into an Article 5 General Municipal Law intermunicipal arrangement for the purpose of improving vendor management and data security and privacy practices for school districts and/or BOCES statewide known as the RIC ONE Risk Operations Center (the "ROC");

WHEREAS, the Board of Education of the Wyoming CSD, through its affiliation with a locally based Regional Information Center, participates with the ROC and desires, for the 2025-2026 fiscal year, to authorize the ROC to enter into Data Privacy Agreements and related exhibits (DPAs) with vendors and third-party contractors that include the requirements of, and compliance with, New York State Education Law Section 2-d and Part 121 Regulations (collectively, "Ed Law 2d") related to student personally identifiable information (PII) and certain Teacher and Principal APPR data;

WHEREAS, the ROC also partners with NYSED, the Access4Learning Student Data Privacy Consortium (SDPC) and The Education Cooperative (TEC), to negotiate and approve Ed Law 2-d compliant DPAs;

WHEREAS, the DPAs are presented to school districts and/or BOCES for final execution and do not require the expenditure of funds beyond those budgeted; and

BE IT RESOLVED, Board of Education of the Wyoming CSD authorizes the attorneys designated by the ROC to negotiate and approve of DPAs for software and/or technology resources; and,

BE IT FURTHER RESOLVED, the Wyoming CSD Board of Education grants the ROC and its designated attorneys the authority to negotiate the terms and conditions of DPAs and take such actions so as to effectuate the purposes and intent of this resolution.

CERTIFICATION

It is hereby certified that the above motion was approved by the
_____ Board of Education at its meeting, duly noticed, held on
_____.

Dated _____, 2025

Board Clerk

Necole Marie Hubbard, OTR/L
Occupational Therapist
License # 011386



Occupational Therapy
Independent Contractor

OCCUPATIONAL THERAPY SERVICES AGREEMENT

This Agreement is between Necole M. Hubbard, OTR/L (licensed occupational therapist, registered to practice in New York State) and Wyoming Central School District (1225 State Route 19, Wyoming, NY).

1. Purpose

The purpose of this Agreement is for Necole M. Hubbard, OTR/L to provide occupational therapy services in accordance with the Individualized Education Programs (IEPs) of students enrolled in the Wyoming School District for 2025 summer services, as required by applicable federal and state special education laws and in accordance with occupational therapy regulations.

2. Scope of Services

The Provider agrees to provide direct occupational therapy services, planning, and documentation as outlined in each student's IEP. Services will be provided during the summer school year according to the dates outlined in each student's plan.

3. Compensation

The District shall pay the Provider **\$62.00 per 30-minute session**, which includes 30 minutes of direct occupational therapy services along with its corresponding planning and documentation. This rate is commensurate with the current Wyoming County reimbursement rate for such services in New York State.

4. Term

This Agreement is for services to be rendered in the summer 2025 school year based on the student's IEP.

5. Independent Contractor

The Provider is an independent contractor and not an employee of the District. The Provider shall be responsible for all taxes, insurance, and other benefits.

6. Licensure, Insurance, and Compliance

The Provider affirms that their occupational therapy license is current and in good standing in the State of New York, maintaining active professional liability insurance coverage, and is in compliance with all continuing education requirements as mandated by state law and professional standards.

7. Confidentiality and Records

The Provider shall maintain confidentiality of all student records and information in compliance with the Family Educational Rights and Privacy Act (FERPA) and other applicable laws.

8. Termination

Either party may terminate this Agreement with 10 days' written notice. Upon termination, the District shall pay the Provider for services rendered up to the termination date.

Nicole M. Hubbard, OTR/L 05/13/2025
Necole M. Hubbard, OTR/L

Wyoming School District is in Agreement with these Terms:

Signature: _____
Printed Name: _____

Date: _____
Title: _____



AIA® Document A132® – 2019

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

AGREEMENT made as of the Eighth day of April in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:

(Name, legal status, address, and other information)

Wyoming Central School District
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591
585-495-6222

and the Contractor:

(Name, legal status, address, and other information)

Holdsworth Klimowski Construction, LLC
101 Victor Heights Parkway
Victor, NY 14564
585-924-4800

General Trades (GC)

for the following Project:

(Name, location, and detailed description)

2023 Capital Improvements Project
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591

The Construction Manager:

(Name, legal status, address, and other information)

Watchdog Building Partners, LLC
3445 Winton Place, Suite 102
Rochester, NY 14623
585-760-7855

The Architect:

(Name, legal status, address, and other information)

CPL Architects, Engineers and Landscape Architect, D.P.C. d/b/a CPL
201 West Third Street, Suite 320
Jamestown, NY 14701
CPL Project #: R23.01161.00

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A132 – 2019 Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:45:43 ET on 04/25/2025 under Order No. 2114502925 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(724913220)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: October 30, 2025.

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

October 30, 2025

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: October 30, 2025

...

October 30, 2025
PAGE 3

☒ By the following date: October 30, 2025

...

☒ Stipulated Sum, in accordance with Section 4.2 below

...

§ 4.2.1 The Contract Sum shall be ~~Three Hundred Ninety Five Thousand Three Hundred Dollars~~ (\$ ~~395,300.00~~), subject to additions and deductions as provided in the Contract Documents.

...

Alternate No. 2 \$ 18,400.00
PAGE 4

PC-1 \$15,000.00

...

N/A

Any work to be performed under a unit price in excess of the estimated quantities of the unit price work approved by the Owner is acknowledged to be a change in the Work and will require a Change Order based upon an agreement among the Owner, Construction Manager, Architect and Contractor. Compensation and final unit price costs for any such work shall be subject to negotiation and approval by the Owner through a Change Order prior to the work being performed.

PAGE 6

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

PAGE 9

Five Percent (5%)
PAGE 10

2 % per annum simple interest

...

☒ Litigation in a court of competent ~~jurisdiction~~ jurisdiction located in the County where the project is located.

PAGE 12

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: October 30, 2025

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Two Million Thirty Thousand Dollars (\$ 2,030,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 2	\$163,000.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

Init.

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance)

Item	Price
GC-1	\$45,000.00
GC-2	\$8,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
GC-1	SF	0
GC-2	10 CY	ADD \$1,875/DEDUCT \$1,500
GC-3	10 SY	ADD \$3,200/DEDUCT \$2,560
GC-4	10 SF	ADD \$3,125/DEDUCT \$2,500
GC-5	100 SF	ADD \$10/DEDUCT \$8
GC-6	10 SF	ADD \$325/DEDUCT \$260

Any work to be performed under a unit price in excess of the estimated quantities of the unit price work approved by the Owner is acknowledged to be a change in the Work and will require a Change Order based upon an agreement among the Owner, Construction Manager, Architect and Contractor. Compensation and final unit price costs for any such work shall be subject to negotiation and approval by the Owner through a Change Order prior to the work being performed.

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

Int.

§ 4.4.3 The method of adjustment of the Contractor's fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance)

Item	Price
------	-------

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the

Init.

Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;

Init.

- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has

used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

Int.

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2 % per annum simple interest

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232-2019, the method of binding dispute resolution shall be as follows:

Init.

(Check the appropriate box)

- ☐ Arbitration pursuant to Article 15 of AIA Document A232-2019.
- ☒ Litigation in a court of competent jurisdiction located in the County where the project is located.
- ☐ Other: *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum Is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the Owner shall then only pay the Contractor an amount as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232-2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts,

Init.

purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232-2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Emily Herman, Superintendent
Wyoming Central School District
1225 State Route 19 / P.O. Box 244
Wyoming, NY 14591

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Ted R. Holdsworth II, President
Holdsworth Klimowski Construction, LLC
101 Victor Heights Parkway
Victor, NY 14564
585-924-4800

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™-2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

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

§ 8.8.2 The Owner and Contractor, respectively, bind themselves, their agents, successor, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the written consent of the other.

§ 8.8.3 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 Contractor.

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

§ 8.8.5 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Owner.

§ 8.8.6 Contractor agrees to comply with all Federal and New York State laws and regulations which may be applicable to this Agreement, and to require similar compliance from its subcontractors.

§ 8.8.7 Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the Owner, and that it will not by reason hereof, make any claims, demand or application for any right or privilege applicable to an officer or employee of the Owner, including but not limited to workmen's compensation coverage, unemployment insurance benefits, Social Security coverage and retirement membership or credit.

§ 8.8.8 Contractor agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. Contractor agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the Owner, and further agrees to provide necessary staff support in the performance of such audit. Contractor agrees to maintain for a period of five (5) consecutive years following termination of this Agreement, any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond five years for any and all records with information pertaining to unresolved questions which have been brought to Contractor's attention by written notice.

§ 8.8.9 Contractor agrees to pay, when due, all claims for labor and/or materials furnished for Work, and to prevent the filing of any liens, attachments, garnishments or suits involving the title of the property on which the Work is performed or the Project contract funds. Contractor agrees to cause the effect of any such suit or lien to be removed from the premises within fifteen (15) days after written demand from the Owner.

§ 8.9.10 Unless the Owner specifically retains an architect to perform services for the Project before and/or after the effective date of this Agreement, the Owner shall perform all contract administration services under the Agreement customary for the project and those detailed A201-2017, including, but not limited to, contract administration services

related to Pay Applications, Certifications for Payment, submittals, change orders, inspections and determination of substantial and/or final completion.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™-2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Building Information Modeling Exhibit, if completed:

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date
Addendum No. 1	3/27/2025
Addendum No. 2	3/31/2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document A132™-2019, Exhibit B, Determination of the Cost of the Work

☐ AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample

forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Form
Table of Contents
List of Drawings

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



OWNER (Signature)

Emily Herman Superintendent
(Printed name and title)



CONTRACTOR (Signature)

Ted R. Holdsworth II President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:45:43 ET on 04/25/2025

PAGE 1

AGREEMENT made as of the Eighth day of April in the year Two Thousand Twenty-Five

...

Wyoming Central School District
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591
585-495-6222

...

Holdsworth Klimowski Construction, LLC
101 Victor Heights Parkway
Victor, NY 14564
585-924-4800

General Trades (GC)

...

2023 Capital Improvements Project
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591

...

Watchdog Building Partners, LLC
3445 Winton Place, Suite 102
Rochester, NY 14623
585-760-7835

...

CPL Architects, Engineers and Landscape Architect, D.P.C. d/b/a CPL
201 West Third Street, Suite 320
Jamesstown, NY 14701
CPL Project #: R23.01161.00

PAGE 2

☒ The date of this Agreement.

...

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: October 30, 2025.

...

October 30, 2025

PAGE 3

☒ By the following date: October 30, 2025

...

☒ Stipulated Sum, in accordance with Section 4.2 below

...

§ 4.2.1 The Contract Sum shall be Two Million Thirty Thousand Dollars (\$ 2,030,000.00), subject to additions and deductions as provided in the Contract Documents.

...

PAGE 4 Alternate No. 2 \$163,000.00

<u>GC-1</u>	<u>\$45,000.00</u>
<u>GC-2</u>	<u>\$8,000.00</u>

...

<u>GC-1</u>	<u>SF</u>	<u>0</u>
<u>GC-2</u>	<u>10 CY</u>	<u>ADD \$1.875/DEDUCT \$1.500</u>
<u>GC-3</u>	<u>10 SY</u>	<u>ADD \$3.200/DEDUCT \$2.560</u>
<u>GC-4</u>	<u>10 SF</u>	<u>ADD \$3.125/DEDUCT \$2.500</u>
<u>GC-5</u>	<u>100 SF</u>	<u>ADD \$10/DEDUCT \$8</u>
<u>GC-6</u>	<u>10 SF</u>	<u>ADD \$325/DEDUCT \$260</u>

Any work to be performed under a unit price in excess of the estimated quantities of the unit price work approved by the Owner is acknowledged to be a change in the Work and will require a Change Order based upon an agreement among the Owner, Construction Manager, Architect and Contractor. Compensation and final unit price costs for any such work shall be subject to negotiation and approval by the Owner through a Change Order prior to the work being performed.

PAGE 6

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

PAGE 9

Five Percent (5%)

PAGE 10

2 % per annum simple interest

PAGE 11

☒ Litigation in a court of competent jurisdiction-jurisdiction located in the County where the project is located.

PAGE 12

Emily Herman, Superintendent
Wyoming Central School District
1225 State Route 19 / P.O. Box 244
Wyoming, NY 14591

...

Ted R. Holdsworth II, President
Holdsworth Klimowski Construction, LLC
101 Victor Heights Parkway
Victor, NY 14564
585-924-4800

PAGE 13

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

§ 8.8.2 The Owner and Contractor, respectively, bind themselves, their agents, successor, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the written consent of the other.

§ 8.8.3 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 Contractor.

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

§ 8.8.5 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Owner.

§ 8.8.6 Contractor agrees to comply with all Federal and New York State laws and regulations which may be applicable to this Agreement, and to require similar compliance from its subcontractors.

§ 8.8.7 Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the Owner, and that it will not by reason hereof, make any claims, demand or application for any right or privilege applicable to an officer or employee of the Owner, including but not limited to workmen's compensation coverage, unemployment insurance benefits, Social Security coverage and retirement membership or credit.

§ 8.8.8 Contractor agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. Contractor agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the Owner, and further agrees to provide necessary staff support in the performance of such audit. Contractor agrees to maintain for a period of five (5) consecutive years following termination of this Agreement, any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond five years for any and all records with information pertaining to unresolved questions which have been brought to Contractor's attention by written notice.

§ 8.8.9 Contractor agrees to pay, when due, all claims for labor and/or materials furnished for Work, and to prevent the filing of any liens, attachments, garnishments or suits involving the title of the property on which the Work is performed or the Project contract funds. Contractor agrees to cause the effect of any such suit or lien to be removed from the premises within fifteen (15) days after written demand from the Owner.

§ 8.9.10 Unless the Owner specifically retains an architect to perform services for the Project before and/or after the effective date of this Agreement, the Owner shall perform all contract administration services under the Agreement customary for the project and those detailed A201-2017, including, but not limited to, contract administration services related to Pay Applications, Certifications for Payment, submittals, change orders, inspections and determination of substantial and/or final completion.

PAGE 14

Number	Date	Pages
--------	------	-------

<u>Number</u>	<u>Date</u>	
<u>Addendum No. 1</u>	<u>3/27/2025</u>	
<u>Addendum No. 2</u>	<u>3/31/2025</u>	

PAGE 15

Bid Form
Table of Contents
List of Drawings

...

Emily Herman Superintendent

Ted R. Holdsworth II President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Richard T. Tucker, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:45:43 ET on 04/25/2025 under Order No. 2114502925 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA Document A132[®] – 2019

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

AGREEMENT made as of the Eighth day of April in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

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

Wyoming Central School District
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591
585-495-6222

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

Concord Electric Corp.
305 Pinewild Drive, Suite 4
Rochester, NY 14606
585-436-6870
Electrical Work (EC)

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

2023 Capital Improvements Project
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591

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

Watchdog Building Partners, LLC
3445 Winton Place, Suite 102
Rochester, NY 14623
585-760-7855

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

CPL Architects, Engineers and Landscape Architect, D.P.C. d/b/a CPL
201 West Third Street, Suite 320
Jamestown, NY 14701
CPL Project #: R23.01161.00

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:37:54 ET on 04/25/2025 under Order No.2114502925 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1715751223)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: October 30, 2025.

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

October 30, 2025

Intt.

AIA Document A132 – 2019 Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:37:54 ET on 04/25/2025 under Order No. 2114502925 which expires on 05/31/2025. It is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1716751223)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: October 30, 2025

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box)

☒ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Six Hundred Ninety-Four Thousand Three Hundred Dollars (\$ 694,300.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 2	\$25,300.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

Int.

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
EC-1	\$15,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

Any work to be performed under a unit price in excess of the estimated quantities of the unit price work approved by the Owner is acknowledged to be a change in the Work and will require a Change Order based upon an agreement among the Owner, Construction Manager, Architect and Contractor. Compensation and final unit price costs for any such work shall be subject to negotiation and approval by the Owner through a Change Order prior to the work being performed.

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

Int.

/

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232- 2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232- 2019; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1** The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3** The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1** The aggregate of any amounts previously paid by the Owner;
- .2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5** The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

Init.

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

2 % per annum simple interest

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232-2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A232-2019.

☒ Litigation in a court of competent jurisdiction located in the County where the project is located.

Int.

[] Other: *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the Owner shall then only pay the Contractor an amount as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232-2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:

Int.

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232-2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Emily Herman, Superintendent
Wyoming Central School District
1225 State Route 19 / P.O. Box 244
Wyoming, NY 14591

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Kevin McDermott
Concord Electric Corp.
305 Pinewild Drive, Suite 4
Rochester, NY 14606
585-436-6870

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™-2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

Init.

interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

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

§ 8.8.2 The Owner and Contractor, respectively, bind themselves, their agents, successor, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the written consent of the other.

§ 8.8.3 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 Contractor.

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

§ 8.8.5 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Owner.

§ 8.8.6 Contractor agrees to comply with all Federal and New York State laws and regulations which may be applicable to this Agreement, and to require similar compliance from its subcontractors.

§ 8.8.7 Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the Owner, and that it will not by reason hereof, make any claims, demand or application for any right or privilege applicable to an officer or employee of the Owner, including but not limited to workmen's compensation coverage, unemployment insurance benefits, Social Security coverage and retirement membership or credit.

§ 8.8.8 Contractor agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. Contractor agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the Owner, and further agrees to provide necessary staff support in the performance of such audit. Contractor agrees to maintain for a period of five (5) consecutive years following termination of this Agreement, any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond five years for any and all records with information pertaining to unresolved questions which have been brought to Contractor's attention by written notice.

§ 8.8.9 Contractor agrees to pay, when due, all claims for labor and/or materials furnished for Work, and to prevent the filing of any liens, attachments, garnishments or suits involving the title of the property on which the Work is performed or the Project contract funds. Contractor agrees to cause the effect of any such suit or lien to be removed from the premises within fifteen (15) days after written demand from the Owner.

§ 8.9.10 Unless the Owner specifically retains an architect to perform services for the Project before and/or after the effective date of this Agreement, the Owner shall perform all contract administration services under the Agreement customary for the project and those detailed A201-2017, including, but not limited to, contract administration services related to Pay Applications, Certifications for Payment, submittals, change orders, inspections and determination of substantial and/or final completion.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1** AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2** AIA Document A132™-2019, Exhibit A, Insurance and Bonds Exhibit

Init.

- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date
Addendum No. 1	3/27/2025
Addendum No. 2	3/31/2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work
- ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(I list here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Form
Table of Contents
List of Drawings

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


OWNER (Signature)

Emily Herman Superintendent
(Printed name and title)



CONTRACTOR (Signature)

John Loiacono President
(Printed name and title)

Init.

AIA Document A132 - 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:37:54 ET on 04/25/2025 under Order No. 2114502925 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1715751223)

AIA Document A132[®] – 2019

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

AGREEMENT made as of the Eighth day of April in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

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

Wyoming Central School District
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591
585-495-6222

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

Landry Mechanical Contractors, Inc.
164 Flint Hill Road
LeRoy, NY 14482
585-538-6000

Mechanical (HVAC) Work (MC)

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

2023 Capital Improvements Project
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591

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

Watchdog Building Partners, LLC
3445 Winton Place, Suite 102
Rochester, NY 14623
585-760-7855

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

CPL Architects, Engineers and Landscape Architect, D.P.C. d/b/a CPL
201 West Third Street, Suite 320
Jamestown, NY 14701
CPL Project #: R23.01161.00

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A132 – 2019. Copyright © 1976, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:50:40 ET on 04/25/2025 under Order No. 2114502925 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aisacontracts.com.
User Notes:

(1934248278)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: October 30, 2025.

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

October 30, 2025

Int.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: October 30, 2025

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be ~~Five Hundred Sixty Six Thousand Seven Hundred Dollars~~ (\$ 566,700.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 2	\$0

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
MC	\$10,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

Any work to be performed under a unit price in excess of the estimated quantities of the unit price work approved by the Owner is acknowledged to be a change in the Work and will require a Change Order based upon an agreement among the Owner, Construction Manager, Architect and Contractor. Compensation and final unit price costs for any such work shall be subject to negotiation and approval by the Owner through a Change Order prior to the work being performed.

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

Init.

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

Init.

AIA Document A132 – 2019. Copyright © 1976, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:50:40 ET on 04/26/2025 under Order No.2114502925 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1934248278)

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Inlt.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum Is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

Init.

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

Init.

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2 % per annum simple interest

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232-2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A232-2019.

☒ Litigation in a court of competent jurisdiction located in the County where the project is located.

Init.

[] Other: *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the Owner shall then only pay the Contractor an amount as follows:

- .1** Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2** Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3** Subtract the aggregate of previous payments made by the Owner; and
- .4** Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232-2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

Init.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232-2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Emily Hertman, Superintendent
Wyoming Central School District
1225 State Route 19 / P.O. Box 244
Wyoming, NY 14591

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jason E. Drake, Vice President
Landry Mechanical Contractors
164 Flint Hill Road
LeRoy, NY 14482
585-538-6000

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™-2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with

Init.

the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

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

§ 8.8.2 The Owner and Contractor, respectively, bind themselves, their agents, successor, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the written consent of the other.

§ 8.8.3 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 Contractor.

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

§ 8.8.5 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Owner.

§ 8.8.6 Contractor agrees to comply with all Federal and New York State laws and regulations which may be applicable to this Agreement, and to require similar compliance from its subcontractors.

§ 8.8.7 Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the Owner, and that it will not by reason hereof, make any claims, demand or application for any right or privilege applicable to an officer or employee of the Owner, including but not limited to workmen's compensation coverage, unemployment insurance benefits, Social Security coverage and retirement membership or credit.

§ 8.8.8 Contractor agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. Contractor agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the Owner, and further agrees to provide necessary staff support in the performance of such audit. Contractor agrees to maintain for a period of five (5) consecutive years following termination of this Agreement, any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond five years for any and all records with information pertaining to unresolved questions which have been brought to Contractor's attention by written notice.

§ 8.8.9 Contractor agrees to pay, when due, all claims for labor and/or materials furnished for Work, and to prevent the filing of any liens, attachments, garnishments or suits involving the title of the property on which the Work is performed or the Project contract funds. Contractor agrees to cause the effect of any such suit or lien to be removed from the premises within fifteen (15) days after written demand from the Owner.

§ 8.9.10 Unless the Owner specifically retains an architect to perform services for the Project before and/or after the effective date of this Agreement, the Owner shall perform all contract administration services under the Agreement customary for the project and those detailed A201-2017, including, but not limited to, contract administration services related to Pay Applications, Certifications for Payment, submittals, change orders, inspections and determination of substantial and/or final completion.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:50:40 ET on 04/25/2025 under Order No.2114502925 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1934248278)

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™-2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date
Addendum No. 1	3/27/2025
Addendum No. 2	3/31/2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document A132™-2019, Exhibit B, Determination of the Cost of the Work

☐ AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

Bid Form
Table of Contents
List of Drawings

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



OWNER (Signature)

Emily Herman Superintendent
(Printed name and title)



CONTRACTOR (Signature)

Jason E. Drake Vice President
(Printed name and title)

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:50:40 ET on 04/25/2025 under Order No. 2114502025 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiscontracts.com.

User Notes:

(1934248278)

Additions and Deletions Report for AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:50:40 ET on 04/25/2025.

PAGE 1

AGREEMENT made as of the Eighth day of April in the year Two Thousand Twenty-Five

...

Wyoming Central School District
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591
585-495-6222

...

Landry Mechanical Contractors, Inc.
164 Flint Hill Road
LeRoy, NY 14482
585-538-6000

Mechanical (HVAC) Work (MC)

...

2023 Capital Improvements Project
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591

...

Watchdog Building Partners, LLC
3445 Winton Place, Suite 102
Rochester, NY 14623
585-760-7855

...

CPL Architects, Engineers and Landscape Architect, D.P.C. d/b/a CPL
201 West Third Street, Suite 320
Jamestown, NY 14701
CPL Project #: R23.01161.00

PAGE 2

☒ The date of this Agreement.

...

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: October 30, 2025.

...

October 30, 2025
PAGE 3

☒ By the following date: October 30, 2025

...

☒ Stipulated Sum, in accordance with Section 4.2 below

...

§ 4.2.1 The Contract Sum shall be Five Hundred Sixty Six Thousand Seven Hundred Dollars (\$ 566,700.00), subject to additions and deductions as provided in the Contract Documents.

...

<u>Alternate No. 2</u>	<u>\$0</u>
PAGE 4	
<u>MC</u>	<u>\$10,000.00</u>

...

N/A

Any work to be performed under a unit price in excess of the estimated quantities of the unit price work approved by the Owner is acknowledged to be a change in the Work and will require a Change Order based upon an agreement among the Owner, Construction Manager, Architect and Contractor. Compensation and final unit price costs for any such work shall be subject to negotiation and approval by the Owner through a Change Order prior to the work being performed.

PAGE 6

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

PAGE 9

Five Percent (5%)
PAGE 10

2 % per annum simple interest

...

☒ Litigation in a court of competent ~~jurisdiction~~ jurisdiction located in the County where the project is located.

PAGE 12

AIA® Document A132® – 2019

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

AGREEMENT made as of the Eighth day of April in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

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

Wyoming Central School District
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591
585-495-6222

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

Landry Mechanical Contractors, Inc.
164 Flint Hill Road
Leroy, NY 14482
585-538-6000

Plumbing Work (PC)

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

2023 Capital Improvements Project
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591

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

Watchdog Building Partners, LLC
3445 Winton Place, Suite 102
Rochester, NY 14623
585-760-7855

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

CPL Architects, Engineers and Landscape Architect, D.P.C. d/b/a CPL
201 West Third Street, Suite 320
Jamestown, NY 14701
CPL Project #: R23.01161.00

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

AIA Document A132 – 2019. Copyright © 1976, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:53:05 ET on 04/25/2025 under Order No.2114502925 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1184145752)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: October 30, 2025

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

October 30, 2025

Init.

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:53:05 ET on 04/25/2025 under Order No.2114502925 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1164145762)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: October 30, 2025

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be ~~Three Hundred Ninety Five Thousand Three Hundred Dollars (\$395,300.00)~~ subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 2	\$ 18,400.00

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

Init.

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
PC-1	\$15,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

Any work to be performed under a unit price in excess of the estimated quantities of the unit price work approved by the Owner is acknowledged to be a change in the Work and will require a Change Order based upon an agreement among the Owner, Construction Manager, Architect and Contractor. Compensation and final unit price costs for any such work shall be subject to negotiation and approval by the Owner through a Change Order prior to the work being performed.

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

Init.

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

Init.

/

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

init.

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:
(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 5.2.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2 % per annum simple interest

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232-2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A232-2019.

☒ Litigation in a court of competent jurisdiction located in the County where the project is located.

[] Other: (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the Owner shall then only pay the Contractor an amount as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232-2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

Init.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232-2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232-2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Emily Herman, Superintendent
Wyoming Central School District
1225 State Route 19 / P.O. Box 244
Wyoming, NY 14591

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jason E. Drake, Vice President
Landry Mechanical Contractors
164 Flint Hill Road
LeRoy, NY 14482
585-538-6000

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™-2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with

Int.

AIA Document A132 - 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:53:05 ET on 04/25/2025 under Order No.2114502925 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiscontracts.com.
User Notes:

(1184145752)

the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

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

§ 8.8.2 The Owner and Contractor, respectively, bind themselves, their agents, successor, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the written consent of the other.

§ 8.8.3 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 Contractor.

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

§ 8.8.5 Nothing contained in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the Owner.

§ 8.8.6 Contractor agrees to comply with all Federal and New York State laws and regulations which may be applicable to this Agreement, and to require similar compliance from its subcontractors.

§ 8.8.7 Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself in a manner consistent with such status, that it will neither hold itself nor its employees out as, nor claim to be an officer or employee of the Owner, and that it will not by reason hereof, make any claims, demand or application for any right or privilege applicable to an officer or employee of the Owner, including but not limited to workmen's compensation coverage, unemployment insurance benefits, Social Security coverage and retirement membership or credit.

§ 8.8.8 Contractor agrees to maintain sufficient on-site records and information necessary for the documentation of any and all facets of program operation specified by this Agreement. Contractor agrees to permit on-site inspection and auditing of all records, books, papers and documents associated with this Agreement by authorized representatives of the Owner, and further agrees to provide necessary staff support in the performance of such audit. Contractor agrees to maintain for a period of five (5) consecutive years following termination of this Agreement, any and all records, reports and other documentation arising from the performance of this Agreement; however, this period shall be extended beyond five years for any and all records with information pertaining to unresolved questions which have been brought to Contractor's attention by written notice.

§ 8.8.9 Contractor agrees to pay, when due, all claims for labor and/or materials furnished for Work, and to prevent the filing of any liens, attachments, garnishments or suits involving the title of the property on which the Work is performed or the Project contract funds. Contractor agrees to cause the effect of any such suit or lien to be removed from the premises within fifteen (15) days after written demand from the Owner.

§ 8.9.10 Unless the Owner specifically retains an architect to perform services for the Project before and/or after the effective date of this Agreement, the Owner shall perform all contract administration services under the Agreement customary for the project and those detailed A201-2017, including, but not limited to, contract administration services related to Pay Applications, Certifications for Payment, submittals, change orders, inspections and determination of substantial and/or final completion.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

Init.

AIA Document A132 – 2019. Copyright © 1976, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:53:05 ET on 04/25/2025 under Order No.2114502825 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiscontracts.com.

User Notes:

(1164145752)

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™-2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date
Addendum No. 1	3/27/2025
Addendum No. 2	3/31/2025

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document A132™-2019, Exhibit B, Determination of the Cost of the Work

☐ AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

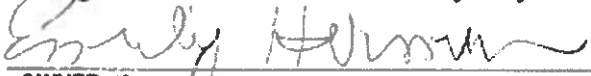
.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

Bid Form
Table of Contents
List of Drawings

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



OWNER (Signature)

Emily Herman Superintendent
(Printed name and title)



CONTRACTOR (Signature)

Jason E. Drake Vice President
(Printed name and title)

Int.

AIA Document A132 – 2019. Copyright © 1976, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:53:05 ET on 04/26/2025 under Order No.2114502925 which expires on 05/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aisacontracts.com.
User Notes:

(1184145752)

Additions and Deletions Report for AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:53:05 ET on 04/25/2025.

PAGE 1

AGREEMENT made as of the Eighth day of April in the year Two Thousand Twenty-Five

...

Wyoming Central School District
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591
585-495-6222

...

Landry Mechanical Contractors, Inc.
164 Flint Hill Road
Leroy, NY 14482
585-538-6000

Plumbing Work (PC)

...

2023 Capital Improvements Project
1225 State Route 19, P.O. Box 244
Wyoming, NY 14591

...

Watchdog Building Partners, LLC
3445 Winton Place, Suite 102
Rochester, NY 14623
585-760-7855

...

CPL Architects, Engineers and Landscape Architect, D.P.C. d/b/a CPL
201 West Third Street, Suite 320
Jamestown, NY 14701
CPL Project #: R23.01161.00

PAGE 2

☒ The date of this Agreement.

...