

**BYRON-BERGEN CENTRAL SCHOOL**  
**Board of Education Meeting**  
**Thursday, February 17, 2022**  
**6:00 p.m. – Professional Development Room**  
**GOVERNANCE TEAM NORMS**

No surprises \* We are prepared, on time, and on task \*  
We support each other to express our thoughts in a cohesive environment \*  
We are objective and open minded \* We always “check in”

**Our MISSION at Byron-Bergen is to...**

inspire, prepare, and support using the VALUES of compassion, humility, kindness, and persistence with the VISION to change the world.

<u>Page</u>	
	1. Call to Order/Pledge of Allegiance
	2. President’s Report
	3. Academic Focus – Elementary School
	4. Student Council Report –Jr./Sr. High School
	5. Principals’ Comments
	6. Director of Instructional Services Comments
	7. Business Administrator Comments
	8. Superintendent’s Comments and Agenda Review
	9. Consent Agenda (unless Board member requests removal of any item)
1-6	a. Approval of Previous Minutes January 20, 2022
7-28	b. Financial Matters General Fund Bills
29-31	School Lunch Fund Bills
32-33	Federal Fund Bills
34-39	Trust & Agency Fund Bills
40-52	Monthly Treasurer’s Report – January 2022
	c. Personnel Matters
	Resignations/Retirement:
	Sub Cleaner – Christine Lang (Eff. 1/18/22)
	Custodian – Rebecca Montgomery (Eff. 12/22/21)
	Approvals:
53-54	Appointment – Bus Driver – Tina Radel (Eff. 1/31/22)
55-56	Appointment – Bus Driver – Chris Mattison (Eff. 2/7/22)
57	Appointment – Occasional Driver – Rich Hannan
58	2021-2022 Spring Coach/Advisor and Volunteer Recommendations
59-60	Appointment – Substitute Bus Driver – Nicole Kochmanski
	d. Miscellaneous Matters
	Field Trip – Close Up – Washington, D.C. – 3/6-11/22
	e. CSE/CPSE Review
	10. Board Reports/Comments

**REPORTS:**      **Pre-K Report – Elementary Principal**  
**Instructional Services Report – Director of Instructional Services**  
**Elementary & Jr./Sr. High Goals Update – Principals**

- 11. Old Business
  - 11.1 Policy Committee Update
  - + 11.2 Facilities Committee Update – Meeting 2/17/22 at 5:00 p.m.
  - + 11.3 Budget Committee Update
  - 11.4 Audit Committee Update
  - + 11.5 SOAR Update
  - 11.6 Positive Recognition
  - + Designates Board will address issue at this meeting.
- 61-90 12. New Business
  - 12.1 Approval Construction Management Contract with Campus Construction Management Group Inc.
- 14. Information/Announcements/Reports
- 15. Requests Requiring Board Consideration
- 16. Review of Next Meeting's Agenda

DATES TO REMEMBER:

02/21-25/22 – February Recess

03/03/22 – Board of Education Meeting at 6:00 p.m. – Professional Development Room

**BYRON-BERGEN CENTRAL SCHOOL  
BOARD OF EDUCATION MEETING  
Thursday, January 20, 2022  
6:00 p.m. – Professional Development Room**

- Call to Order:** The meeting was called to order at 5:30 p.m. by President D. List.
- Members Present:** D. List, Y. Ace-Wagoner (left at 6:30 p.m.), K. Carlson, W. Forsyth, T. Menzie, A. Phillips (left at 6:47 p.m.), J. VanValkenburg
- Members Absent:** None
- Executive Session:** It was moved by W. Forsyth and seconded by Y. Ace-Wagoner to enter executive session at 5:30 p.m. to discuss the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.  
The motion passed 7 Yes, 0 No.
- Return to Public Session:** It was moved by T. Menzie and seconded by J. VanValkenburg to return to public session at 5:53 p.m.  
The motion passed 7 Yes, 0 No.
- Also Present:** P. McGee, L. Prinz, R. Stevens, A. Grillo, B. Meister, M. Marcello, B. Brown, and 23 members of the audience.
- President's Report:** D. List welcomed and thanked all the students and their families for coming out to the meeting tonight. She recently read in an article that a previous employee, Stryker-Ostafew, had a recent book release.
- Principals' Comments:**
- A. Grillo reported:
    - The Senior Trip is up for approval on the Consent Agenda. If approved they are headed to Baltimore and Ocean City, Maryland.
    - Prom is set for June 17<sup>th</sup> at Mill Creek; it will be an outdoor venue like last year.
    - Graduation is June 24<sup>th</sup> at 6:30 p.m. at the soccer stadium.
  - B. Meister reported:
    - The teachers that were out on maternity leave at the beginning of the school year have all returned and are getting back into the groove with their students.
    - Several teachers are braving the cold weather and taking their students outside for "snow days."
    - Benchmark assessments are wrapped up and now they are analyzing the data and closing the gaps.

Director Of  
Instructional  
Services  
Comments:

B. Brown stated at the next Superintendent's Conference Day, teachers will be focusing on time together. The mid-year benchmark data is being assessed now and it is showing that students are making progress. The Elementary School recently participated in a Learning Walk and it went very well. Curriculum writing is still being worked on for several grades.

Business  
Administrator  
Comments:

L. Prinz stated Administration is working on the upcoming 22-23 budget. The Governor released preliminary State Aid numbers showing an increase of 3% for Byron-Bergen. In addition, the Governor's proposed includes a one-time property tax credit, where the tax cap would not be a factor. For approval under New Business are 12.1 Approval of Preliminary Smart Schools Investment Plan Resolution; 12.2 Approval of 2022-2023 Lease Agreement for Western New York Tech Academy (P-TECH) for Education Classroom Space between Byron-Bergen and Genesee-Livingston-Steuben-Wyoming BOCES and; 12.3 Approval of 2022-2023 Support Services Contract for Western New York Tech Academy (P-TECH) between Byron-Bergen and Genesee-Livingston-Steuben-Wyoming BOCES. For the next meeting the construction management contract will be up for approval. The Smart School Bond Initiative Phase 2 for Byron-Bergen was presented to the Board. For Phase 2 the remaining Smart Bond allocation amount will be used on emergency classroom communication (phone system), upgrading video and door security (main entrances), and network upgrades (switches for connectivity). The total cost for this next phase will exceed the allocation, so other funding sources like the Federal Erate grant and New York Safe Schools Aid will be utilized.

Academic Focus:

The FFA presented to the Board a proposal for a Garden Project. The garden would be located on a 1.5 acre plot of land between the bus garage and Route 262. They are hoping to grow three crops early butternut squash, Indian corn, and soybeans. The FFA plans on using the information they have learned in class and working with community members to get the garden up and going. They have already taken soil samples; had it analyzed to determine that the soil is lacking many nutrients. Once the crops are harvested, the FFA plans on selling them to the community and local businesses.

Student Council  
Report:

Students from the Elementary Student Council came in to report on the Elementary School events. In November they collected food for people in the community who are less fortunate and the items were donated to the Bergen Presbyterian Church and Community Action Food Pantry. They had dress-up days in December before the holiday break. They worked with STEP Boosters to host a movie night on January 13<sup>th</sup>. The Elementary Student Council purchased a number of items; such as games, coloring books, and crayons to be used by students after they are finished eating their lunches. Grade level assemblies were held to go over the rules and expectations on how to use the new items. Their

upcoming project is "A Month of Kindness" which will run from January 24<sup>th</sup> through February 18<sup>th</sup> and they are asking for students to complete random acts of kindness each day.

**Superintendent's  
Comments:**

P. McGee stated that the monthly Capital Project planning meetings are going well and hopes to schedule a Facilities Committee meeting in February. The construction management team hopes to present an update at the March 3<sup>rd</sup> Board of Education meeting. Byron-Bergen received a TIG team award. A big shout out to the Building and Grounds Department for keeping on top of the snow earlier this week. There are two new items for approval under New Business 12.4 Approval of Cleaner – Jesse Bowman (Eff. 1/21/21) and 12.5 Approval of Cleaner – Thomas Davidson (Eff. 1/21/22).

**Consent Agenda:**

It was moved by W. Forsyth and seconded by J. VanValkenburg that the following consent agenda be approved:

Approval of Minutes

December 16, 2021

Financial Matters

General Fund Bills: Warrant A-41, Ck. # 21557-21566, \$20,668.71

Warrant A-43, Ck. # 21567-21662, \$153,574.58

Warrant A-45, Ck. # 21663-21695, \$

School Lunch Fund Bills: Warrant C-10, Ck. # 200833-200838, \$10,291.63

Warrant C-10, Ck. # 200560-200839, \$11,456.19

Federal Fund Bills: Warrant F-10, Ck. # 400366-400371, \$6,715.31

Warrant F-11, Ck. # 400372, \$2,261.84

Capital Fund Bills: Warrant H-6, Ck. # 2633, \$291.36

Debt Service Fund Bills: Warrant V-3, Wire # 99155, \$254,850.00

Trust & Agency Fund Bills: Warrant TA-14, Wire # 1455-1459,

Ck. # 300952-300961, \$438,416.08

Warrant TA-15, Wire # 1460-1463,

Ck. # 300962-300968, \$419,166.48

Monthly Treasurer's Report – December 2021

Donation – Sapienza-Hall Family

Personnel Matters

Resignations/Retirement:

Cleaner – Laurisa Dale (Eff. 12/15/21)

Driver (School) – Kimberlee Redinger (Eff. 12/23/21)

Approvals:

Building Maintenance Worker – Richard Smith (Eff. 1/3/22)

Long-Term Substitute Reading Teacher (Category II) –

Brittany Ramsay (Eff. 1/3/22)

Brittany Ramsay, who holds Initial certification in the Childhood Education (1-6) certification area in the public schools of New York State, is hereby appointed to the temporary position of

(Category II) Long-Term Substitute Reading Teacher commencing January 3, 2022 through June 24, 2022. (Brittany was previously a long-term substitute for J. Carney.) The salary during this appointment will be 1/200th of Step 1. She will earn pro-rated leave days. This is not a benefit eligible position.

Head Custodial Worker – Rebecca Montgomery (Eff. 12/23/21)

Substitute Teacher – Amaya Gunther (Grades 6-12)

Substitute Teacher Aide – Amaya Gunther (Grades 6-12)

Substitute Teacher Aide – Ashley Smith (Grades UPK-5)

Substitute Teacher Aide – Elizabeth Donnelly (Grades UPK-5)

#### Miscellaneous Matters

Field Trip – Senior Class – Baltimore and Ocean City, MD – 6/9-10/22

#### CSE/CPSE Review

CSE

Case # 3384, # 4433

CPSE

Case # 4774

The motion passed 5 Yes, 0 No

#### Reports:

SEL Report – Megan Wahl

M. Wahl presented a timeline on SEL happenings since September for the District. In September she and Chris Merle did a walk-through of the District. A staff survey was developed and administered in September and found faculty need to get proper resources and get SEL into their practices. In October a student survey was developed and administered. November the District Team met. In December a family survey was developed and administered. Starting in January, student focus groups were conducted. The District Team will meet again in February. Moving forward continued support will be given to teachers with resources, lessons, and set goals for next school year.

Policy Committee  
Update:

None

Facilities  
Committee  
Update:

Meeting set for February 17<sup>th</sup> at 5:00 p.m.

Budget Committee  
Update:

None

Audit Committee  
Update:

None

SOAR Update:

None

Positive  
Recognition:

None

Approval –  
Preliminary  
Smart Schools  
Investment  
Plan Resolution

Upon the recommendation of the Superintendent, it was moved by W. Forsyth and seconded by T. Menzie to approve the Preliminary Smart Schools Investment Plan Resolution.

BYRON BERGEN SCHOOL DISTRICT  
RESOLUTION APPROVING PRELIMINARY SMART SCHOOLS  
INVESTMENT PLAN

WHEREAS, The Smart Schools Bond Act (the "Act") was passed as part of the 2014-15 enacted state budget and was approved by voter referendum during the 2014 general election; and

WHEREAS, the Act authorizes New York State to issue \$2 billion in general obligation bonds to finance improved educational technology and infrastructure projects for public schools; and

WHEREAS, the District was allocated \$1,060,464 to finance improved safety and security and technology projects in the District; and

WHEREAS, the monies allocated are paid out as refunds to the District upon expenditure of funds under an approved Smart Schools Investment Plan ("SSIP"); and

WHEREAS, the District, pursuant to its allocation of funds through the Act, has developed a Preliminary Second SSIP to expend \$351,950 for district high tech safety and security projects and classroom connectivity.

WHEREAS, the Board of Education has reviewed the preliminary SSIP and determined that approval of the preliminary SSIP is in the best interest of the District.

NOW, THEREFORE, BE IT RESOLVED, that the proposed preliminary Smart Schools Investment Plan to expend \$351,950 for High Tech Safety and Security and Classroom Connectivity be approved.

The motion passed 5 Yes, 0 No.

Approval –  
2022-2023  
Lease Agreement  
For WNY Tech  
Academy (P-TECH)  
For Education  
Classroom Space  
Between Byron-

Upon the recommendation of the Superintendent, it was moved by J. VanValkenburg and seconded by K. Carlson to approve the 2022-2023 Lease Agreement for Western New York Tech Academy (P-TECH) for Education Classroom Space between Byron-Bergen and Genesee-Livingston-Steuben-Wyoming BOCES.

Bergen and Genesee-  
Livingston-Steuben-  
Wyoming BOCES

The motion passed 5 Yes, 0 No.

Approval –  
2022-2023  
Support Services  
Contract for WNY  
Tech Academy  
(P-TECH) between  
Byron-Bergen and  
Genesee-Livingston-  
Steuben-Wyoming  
BOCES

Upon the recommendation of the Superintendent, it was moved by K. Carlson and seconded by W. Forsyth to approve the 2022-2023 Support Services Contract for Western New York Tech Academy (P-TECH) between Byron-Bergen and Genesee-Livingston-Steuben-Wyoming BOCES.

The motion passed 5 Yes, 0 No.

Approval –  
Cleaner –  
Jesse Bowman  
(Eff. 1/21/22)

Upon the recommendation of the Superintendent, it was moved by W. Forsyth and seconded by J. VanValkenburg to approve Cleaner – Jesse Bowman (Eff. 1/21/22)  
The motion passed 5 Yes, 0 No.

Approval –  
Cleaner –  
Thomas  
Davidson  
(Eff. 1/21/22)

Upon the recommendation of the Superintendent, it was moved by J. VanValkenburg and seconded by K. Carlson to approve Cleaner – Thomas Davidson (Eff. 1/21/22)

The motion passed 5 Yes, 0 No.

Public Comment:      None

Information/Announcements/Reports:  
None

Requests Requiring Board Consideration:  
None

Review of Next Meeting's Agenda:

Policy Committee Update  
Facilities Committee Update  
Budget Committee Update  
Audit Committee Update  
SOAR Committee Update  
Positive Recognition

Adjournment:

It was moved by W. Forsyth and seconded by J. VanValkenburg to adjourn the meeting at 7:19 p.m.  
The motion passed 5 Yes, 0 No.



## BYRON BENSON CSD

Check Warrant Report For A - 46: Emplr Non Elective Cont &amp; HSA funding Disbursement For Dates 1/1/2022 - 1/31/2022

NATION

Check #	Account	Check Date	Vendor ID	Vendor Name	Check Description	Explanation	Invoice Number	PO Number	Check Amount	Liquidated
99156		01/28/2022	4247	OMNI GROUP						
A 2110.120-01-0000		REG ED - SALARIES K - 3			EMPLOYER NONELECTIVE CONTRIBUTION PER CONTRACT RETIREMENT INCENT		12/31/21		20,000.00	
99157		01/28/2022	6624	BENEFIT RESOURCE INC					20,000.00	
A 9060.800-14-0000		EMPLOYEE BENE - MEDICAL INSURANCE			R SMITH HSA EMPLOYER CONTR PER CONTRACT		HSA EMPLOYER CONTR		625.00	
Number of Transactions: 2										
Check Total:										20,000.00
Check Total:										625.00
Warrant Total:										20,625.00
Vendor Portion:										20,625.00

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 2 in number, in the total amount of \$ 20,625.00. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

1/20/22 Soreen Mankula claims auditor

Date

Signature

Title

## Check Warrant Report For A - 47: GENERAL FUND - 1/14/22 For Dates 1/14/2022 - 1/14/2022

DIVISION

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21696	A 5510.400-11-6104	01/14/2022		6886 EZ PASS				17639009592	210471	43.60	43.60
				CONTRACT - TOLLS							
21697		01/14/2022		7423 FIRST WESTERN EQUIPMENT						43.60	
				FINANCE							
									<b>Check Total:</b>		
A 1620.400-06-0000				CUST - CONTRACT OTHER				3198919	210135	1,758.03	1,758.03
									<b>Check Total:</b>	1,758.03	
21698		01/14/2022		5208 ROCHESTER GAS AND ELECTRIC							
				CUST - CONTRACT GAS				12/1/21-12/31/21	210034	2,467.50	2,467.50
A 5530.400-11-7012				CONTRACTUAL - NATURAL GAS				12/1/21-12/31/21	210341	157.50	157.50
									<b>Check Total:</b>	2,625.00	
21699		01/14/2022		6095 UGI ENERGY SERVICES LLC							
				CUST - CONTRACT GAS				G5195865	210365	10,069.82	10,069.82
A 5530.400-11-7012				CONTRACTUAL - NATURAL GAS				G5195865	210378	642.75	642.75
									<b>Check Total:</b>	10,712.57	
21700		01/14/2022		6398 VALLEY ENERGY SERVICES LLC							
				MAT & SUPPLY - DIESEL FUEL				387544	210342	1,382.12	1,382.12
A 5510.450-11-6406				MAT & SUPPLY - GASOLINE				387543	210343	863.53	863.53
A 5510.450-11-6400				MAT & SUPPLY - GASOLINE				385735	210343	1,248.80	1,248.80
A 5510.450-11-6406				MAT & SUPPLY - DIESEL FUEL				385736	210342	2,598.75	2,598.75
A 5510.450-11-6406				MAT & SUPPLY - DIESEL FUEL				388916	210342	427.64	427.64
A 5510.450-11-6400				MAT & SUPPLY - GASOLINE				388915	210343	636.55	636.55
									<b>Check Total:</b>	7,157.39	
21701		01/14/2022		3913 VERIZON WIRELESS							
				CONTRACTUAL - TELEPHONE				9896247989	210002	75.98	75.98
A 5530.400-11-7013											
									<b>Check Total:</b>	75.98	

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
Number of Transactions: 6											
										22,372.57	
										22,372.57	
										0.00	

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 60 in number, in the total amount of \$ 22,372.57. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

1/20/22 Soreen Mendel claims auditor  
 Date Signature Title

## BYRON BROWN GEN CSD

Check Warrant Report For A - 49: GENERAL FUND - 1/21/22 For Dates 1/21/2022 - 1/21/2022

VISION

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21702		01/21/2022		4898 **CONTINUED** A-VERDI STORAGE CONTAINERS			Voided During Printing				
21703		01/21/2022		4898 A-VERDI STORAGE CONTAINERS						0.00	
	A 1621.400-06-7007			MAINT - CONTRACT				1408548	210127	109.00 ✓	109.00
	A 1621.400-06-7007			MAINT - CONTRACT				1410758	210127	99.00 ✓	99.00
	A 1621.400-06-7007			MAINT - CONTRACT				1408549	210127	109.00 ✓	109.00
	A 1621.400-06-7007			MAINT - CONTRACT				1411215	210127	109.00 ✓	109.00
	A 1621.400-06-7007			MAINT - CONTRACT				1408550	210127	99.00 ✓	99.00
	A 1621.400-06-7007			MAINT - CONTRACT				1411216	210127	218.00 ✓	218.00
	A 1621.400-06-7007			MAINT - CONTRACT				1407448	210127	109.00 ✓	109.00
	A 1621.400-06-7007			MAINT - CONTRACT				1411641	210127	99.00 ✓	99.00
	A 1621.400-06-7007			MAINT - CONTRACT				1410280	210127	99.00 ✓	99.00
	A 1621.400-06-7007			MAINT - CONTRACT				1411642	210127	109.00 ✓	109.00
	A 1621.400-06-7007			MAINT - CONTRACT				1410281	210127	99.00 ✓	99.00
	A 1621.400-06-7007			MAINT - CONTRACT				1412654	210127	396.00 ✓	396.00
	A 1621.400-06-7007			MAINT - CONTRACT				1413194	210127	144.00 ✓	144.00
									Check Total:	1,798.00	
21704		01/21/2022		211 ATTICA CENTRAL SCHOOL							
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/29/22 WINTER CLASSIC	210619	100.00 ✓	100.00
21705		01/21/2022		7606 JASON BEST						100.00	
	A 5510.400-11-6107			CONTRACT - INSPECT, DMV FEES, FINGERPRINT				FINGERPRINT REIMBURSEMENT		106.75 ✓	
21706		01/21/2022		545 CALEDONIA MUMFORD CSD						106.75	
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/15/22 WRESTLING TOURNAMENT	210617	275.00 ✓	275.00
21707		01/21/2022		7555 COLLINS SPORTS MEDICINE						275.00	
	A 2855.450-10-5000			ATHLETIC - MAT & SUPPLY				397648	210476	1,138.55 ✓	971.74
									Check Total:	1,138.55	

## BYRON BROWN CSD

Check Warrant Report For A - 49: GENERAL FUND - 1/21/22 For Dates 1/21/2022 - 1/21/2022

NATION

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
	A 2855.450-10-5000			ATHLETIC - MAT & SUPPLY				399998	210476	28.64	0.00
21708		01/21/2022		771 CONNOR TIRE SERVICE					Check Total:	1,167.19	
	A 5510.450-11-6401			MAT & SUPPLY - TIRES		TIRES		4392	210322	400.00	400.00
	A 5510.450-11-6401			MAT & SUPPLY - TIRES		TIRES-STOCK		4401	210322	230.00	230.00
21709		01/21/2022		7602 GEMINI SIGN LETTERS					Check Total:	630.00	
	A 2855.450-10-5000			ATHLETIC - MAT & SUPPLY				63165	210618	75.71	75.71
21710		01/21/2022		6208 GENESEE COUNTY SHERIFF OFFICE					Check Total:	75.71	
	A 2110.400-00-0000			CONTRACTUAL				BBSRO-JAN22	210024	8,248.30	8,248.30
21711		01/21/2022		1476 GRAINGER					Check Total:	8,248.30	
	A 1620.450-06-7011			CUST - MAT & SUPPLY				9165441008	210051	27.05	27.05
	A 1620.450-06-7011			CUST - MAT & SUPPLY				9167812123	210051	2.94	2.94
	A 1620.450-06-7011			CUST - MAT & SUPPLY				9167913657	210051	40.74	40.74
	A 1620.450-06-7011			CUST - MAT & SUPPLY				9167921205	210051	6.53	6.53
	A 1620.450-06-7011			CUST - MAT & SUPPLY				916704956	210051	507.00	507.00
21712		01/21/2022		7094 HAUN WELDING SUPPLY					Check Total:	584.26	
	A 5510.450-11-6408			MAT & SUPPLY - TANKS & REFILLS				W233833	210327	75.56	75.56
21713		01/21/2022		1740 HURTUBISE TIRE					Check Total:	75.56	
	A 5510.450-11-6401			MAT & SUPPLY - TIRES		TIRES		1014414	210381	3,337.12	3,337.12
21714		01/21/2022		6982 I D BOOTH INC					Check Total:	3,337.12	
	A 1621.450-06-7011			MAINT - MAT & SUPPLY				S1232918.001	210148	12.87	12.87
21715		01/21/2022		1782 INTEGRATED THERAPY SERVICES					Check Total:	12.87	
	A 2250.400-01-0000			SPEC ED - CONTRACT ELEM				BB12.2021	210056	14,173.50	14,173.50
	A 2250.400-03-0000			SPEC ED - CONTRACT HS				BB12.2021	210056	2,276.50	2,276.50
									Check Total:	16,450.00	

## BYRON B GEN CSD

Check Warrant Report For A - 49: GENERAL FUND - 1/21/22 For Dates 1/21/2022 - 1/21/2022

VISION

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21716	A 5510.450-11-6407	01/21/2022	258	JIM BARNARD	CHEVROLET			24000	210383	179.95	179.95
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS		#87 CONTROL MODULE					
21717	A 2855.450-10-5000	01/21/2022	6674	LAKESTREET FLORIST & GIFT SHOP						179.95	
	A 2855.450-10-5000			ATHLETIC - MAT & SUPPLY			2012	210086		36.00	36.00
21718	A 2855.400-10-5000	01/21/2022	2029	DIANNE J LAZENBY						36.00	
	A 2855.400-10-5000			ATHLETIC - CONTRACT		12/30/21 SWIMMING REFEREE				139.00	
21719	A 5510.450-11-6407	01/21/2022	2047	LEONARD BUS SALES INC						139.00	
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS		DEF		99874B	210328	769.16	769.16
21720	A 2110.450-01-MUSI	01/21/2022	2183	MAKE MUSIC INC						769.16	
	A 2110.450-01-MUSI			MAT & SUPPLY - MUSIC			INV-MM6865600	210222		79.98	79.98
21721	A 5510.450-11-6407	01/21/2022	2233	MATTHEWS BUSES INC						79.98	
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS		#83 CLAMP/BOLT		X600022617:01	210382	44.70	44.70
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS		#78 BATTERY CORE, BATTERY		X600022692:01	210382	352.41	352.41
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS		#81 VISOR		X600022636:01	210382	263.07	263.07
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS		#86 BELT BRIB		X600022643:02	210382	47.13	47.13
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS		#86 BELT		X600022643:01	210382	47.13	47.13
21722	A 2855.400-10-5000	01/21/2022	2362	VINCENT MISIT						754.44	
	A 2855.400-10-5000			ATHLETIC - CONTRACT			1/7/22 VARSITY BOYS BBALL			105.00	
21723	A 2855.400-10-5000	01/21/2022	6969	GREG MULHERN						105.00	
	A 2855.400-10-5000			ATHLETIC - CONTRACT			1/4/22 VARSITY GIRLS BBALL			105.00	

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Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21724		01/21/2022		4625 MUSIC AND ARTS						105.00	
	A 2110.450-03-MUSI			MAT & SUPPLY - MUSIC				INV029301895	210226	34.76	34.76
	A 2110.450-01-MUSI			MAT & SUPPLY - MUSIC				INV029596861	210225	63.53	63.53
	A 2110.450-01-MUSI			MAT & SUPPLY - MUSIC				INV029870634	210225	36.00	36.00
									Check Total:	134.29	
21725		01/21/2022		5408 MUSIC THERAPY PATHWAYS							
	A 2250.400-01-0000			SPEC ED - CONTRACT ELEM				21-DEC	210057	255.00	255.00
									Check Total:	255.00	
21726		01/21/2022		7172 NAPA WEST RIDGE							
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS				49077	210331	293.37	293.37
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS				49974	210331	22.84	22.84
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS				49467	210331	103.32	103.32
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS				49783	210331	30.16	30.16
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS				49773	210331	266.08	266.08
	A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS				49842	210331	16.49	16.49
									Check Total:	732.26	
21727		01/21/2022		2591 NORMAN HOWARD SCHOOL							
	A 2250.472-03-0000			SPEC ED TUITION - PRIVATE - HS				2022-0103	210059	13,485.85	13,485.85
									Check Total:	13,485.85	
21728		01/21/2022		7169 NORTHERN STAR MEDICAL BILLING AND COLLECTIONS							
	A 5510.400-11-6300			CONTRACT - DRIVER PHYSICALS				6006	210335	827.00	827.00
									Check Total:	827.00	
21729		01/21/2022		2600 DEAN NORTON							
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/7/22 VARSITY BOYS BBALL		105.00	
									Check Total:	105.00	
21730		01/21/2022		2870 PEPPER MUSIC							

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21731	A 2110.450-01-MUSI	01/21/2022	5787	KIMBERLY PFENNINGER	MAT & SUPPLY - MUSIC			363925489	210235	292.63	292.63
									Check Total:	292.63	
21732	A 2855.400-10-5000	01/21/2022		ATHLETIC - CONTRACT				1/4/22 JV GIRLS BBALL		84.60	
									Check Total:	84.60	
21733	A 1670.450-07-0000	01/21/2022		POSTAGE - DISTRICT				N9213740	210053	319.80	280.80
				POSTAGE - DISTRICT				CREDIT	210053	-39.00	0.00
									Check Total:	280.80	
21734	A 2250.480-01-0000	01/21/2022		SPEC ED TEXTBOOKS - ELEM				31937	210573	319.20	319.20
									Check Total:	319.20	
21735	A 2855.400-10-5000	01/21/2022		ATHLETIC - CONTRACT				1/4/22 GIRLS VARSITY BBALL		105.00	
									Check Total:	105.00	
21736	A 2020.450-01-0000	01/21/2022		PRIN OFF - MAT & SUPPLY ELEM				4346	210512	285.00	285.00
									Check Total:	285.00	
21737	A 2250.400-01-0000	01/21/2022		SPEC ED - CONTRACT ELEM				3282	210021	150.00	150.00
				SPEC ED - CONTRACT HS				3282	210021	150.00	150.00
									Check Total:	300.00	
21738	A 2855.400-10-5000	01/21/2022		ATHLETIC - CONTRACT				540	210620	9.44	9.44
									Check Total:	9.44	
21739	A 2815.450-01-0000	01/21/2022		HLTH - MAT & SUPPLY ELEM				736457373659	210610	18.69	62.36
				ATHLETIC - MAT & SUPPLY				736354864766	210588	234.60	246.30
				TECH COMPUTER EQUIP - ES				639688349575	210616	129.00	129.99
				MAT & SUPPLY - OFFICE SUPPLIES, FORMS, ETC				759576454434	210602	42.14	42.14



## BYRON BRYAN GEN CSD

Check Warran... Report For A - 49: GENERAL FUND - 1/21/22 For Dates 1/21/2022 - 1/21/2022

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Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21739	A 2110.450-01-1002	01/21/2022	6374	TEACHER SYNERGY LLC						424.43	
				MAT & SUPPLY - 2ND GRADE				161081402	210348	240.81	237.82
21740	A 2855.400-10-5000	01/21/2022	6970	JEFF TOOLE						240.81	
				ATHLETIC - CONTRACT				17/22 JV BBALL		84.60	
21741	A 2855.200-10-5000	01/21/2022	3769	TOTH'S SPORTS						84.60	
				ATHLETIC - EQUIPMENT				37477	200665	27,401.30	27,401.30
				ATHLETIC - CONTRACT				37557	210540	6,285.00	6,285.00
21742	A 5510.450-11-6400	01/21/2022	6398	VALLEY ENERGY SERVICES LLC						33,686.30	
				MAT & SUPPLY - GASOLINE				392009	210343	981.51	981.51
				MAT & SUPPLY - DIESEL FUEL				392010	210342	1,552.24	1,552.24
21743	A 2855.400-10-5000	01/21/2022	7184	MATTHEW VANDETTA						2,533.75	
				ATHLETIC - CONTRACT				17/22 JV BOYS BBALL		84.60	
21744	A 1621.450-06-7011	01/21/2022	3540	VJ STANLEY INC						84.60	
				MAINT - MAT & SUPPLY				432500	210132	310.10	310.10
21745	A 1620.400-06-7009	01/21/2022	3962	WASTE MANAGEMENT OF NY LLC						310.10	
				CUST - CONTRACT WASTE REMOVAL				0502179-2225-6	210123	551.07	551.07
				CUST - CONTRACT WASTE REMOVAL				0502178-2225-8	210123	294.64	294.64
				CUST - CONTRACT WASTE REMOVAL				0502177-2225-0	210123	624.24	624.24
21746	A 1420.400-05-0000	01/21/2022	5736	WEBSTER SZANYI LLP						1,469.95	
				LEGAL - CONTRACTUAL				47754	210019	3,922.00	3,922.00
21747		01/21/2022	7024	WESTERN NEW YORK MEDICAL PRACTICE PC						3,922.00	

## BYRON B GEN CSD

Check Warrant Report For A - 49: GENERAL FUND - 1/21/22 For Dates 1/21/2022 - 1/21/2022

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Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21748	A 2855.400-10-5000	01/21/2022	7608	ORION WILKERSON	ATHLETIC - CONTRACT			1239	210479	301.00	301.00
	A 2855.400-10-5000				ATHLETIC - CONTRACT			1547	210479	1,515.75	1,515.75
	A 2855.400-10-5000				ATHLETIC - CONTRACT			1315	210479	1,123.38	1,123.38
	A 2855.400-10-5000				ATHLETIC - CONTRACT			1377	210479	1,440.50	1,440.50
	A 2855.400-10-5000				ATHLETIC - CONTRACT			1448	210479	1,134.13	1,134.13
									Check Total:	5,514.76	
21749	A 1621.450-06-7011	01/21/2022	6149	WILLIAM L WATSON CO INC	MAINT - MAT & SUPPLY			5221	210294	60.84	60.84
									Check Total:	84.60	
21750	A 2855.400-10-5000	01/21/2022	7349	TODD YUNKER	ATHLETIC - CONTRACT			12/30/21 SWIMMING STARTER		136.00	
									Check Total:	136.00	
									Warrant Total:	100,798.10	
									Vendor Portion:	100,798.10	
									Payroll Portion:	0.00	

Number of Transactions: 49

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 49 in number, in the total amount of \$ 100,798.10. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

1/20/22 Leresa Mendillo Claims auditor  
 Date Signature Title

Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21751	01/21/2022		6187 ENERGY COOPERATIVE OF AMERICA						
A 1620.400-06-7015			CUST - CONTRACT ELECTRIC			957472	210041	8,022.57	8,022.57
21752	01/21/2022		4868 MUGS AND MORE				Check Total:	8,022.57	
A 2855.450-10-5000			ATHLETIC - MAT & SUPPLY			17624	210632	1,054.00	1,054.00
21753	01/21/2022		2488 NATIONAL GRID				Check Total:	1,054.00	
A 1620.400-06-7015			CUST - CONTRACT ELECTRIC			12/13/21-1/12/22	210043	5,612.45	5,612.45
A 5530.400-11-7015			CONTRACTUAL - ELECTRIC			12/9/21-1/10/22	210052	553.80	553.80
21754	01/21/2022		4463 MICHELE SMITH				Check Total:	6,166.25	
A 1620.400-06-7007			CUST - CONTRACT WATER			1535	210631	1,610.40	1,610.40
21755	01/21/2022		6398 VALLEY ENERGY SERVICES LLC				Check Total:	1,610.40	
A 5510.450-11-6400			MAT & SUPPLY - GASOLINE			393793	210343	1,377.47	1,377.47
21756	01/21/2022		3962 WASTE MANAGEMENT OF NY LLC				Check Total:	1,377.47	
A 5530.400-11-7006			CONTRACTUAL - WASTE DISPOSAL			0502180-2225-4	210344	88.40	88.40
21757	01/21/2022		4463 MICHELE SMITH				Check Total:	88.40	
A 1620.400-06-7007			CUST - CONTRACT WATER			1535	210631	30.00	30.00
							Check Total:	30.00	

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
Number of Transactions: 7											
										18,349.09	
										18,349.09	
										0.00	

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 7 in number, in the total amount of \$ 18,349.09. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

2/2/22 Lorena Mendez claims auditor  
 Date Signature Title

Check #	Account	Check Date	Vendor ID	Vendor Name	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21758	A 5530.400-11-7015	01/28/2022		6187 ENERGY COOPERATIVE OF AMERICA		957471	210048	409.02	409.02
				CONTRACTUAL - ELECTRIC			Check Total:	409.02	
21759	A 1621.450-06-7011	01/28/2022		1694 HOME DEPOT CREDIT SERVICES			210121	254.14	254.14
				MAINT - MAT & SUPPLY			210121	58.14	58.14
				MAINT - MAT & SUPPLY			Check Total:	312.28	
							Warrant Total:	721.30	
							Vendor Portion:	721.30	
							Payroll Portion:	0.00	

Number of Transactions: 2

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 2 in number, in the total amount of \$ 721.30. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

2/2/22 Sereon Mendez Claims Auditor  
 Date Signature Title

## BYRON BENEFIT CSD

Check Warrain. Report For A - 53: GENERAL FUND - 2/4/22 For Dates 2/4/2022 - 2/4/2022

N 510N

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21760		02/04/2022		4898 A-VERDI STORAGE CONTAINERS							
	A 1621.400-06-7007			MAINT - CONTRACT				1415090	210127	218.00	218.00
	A 1621.400-06-7007			MAINT - CONTRACT				1414180	210127	218.00	218.00
	A 1621.400-06-7007			MAINT - CONTRACT				1414181	210127	144.00	144.00
									Check Total:	580.00	
21761		02/04/2022		6983 SEAN BAYLOR							
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/25/22 VARSITY WRESTLING		105.00	
									Check Total:	105.00	
21762		02/04/2022		8624 BENEFIT RESOURCE INC							
	A 9060.800-14-0000			EMPLOYEE BENE - MEDICAL INSURANCE				659375	210022	50.00	50.00
									Check Total:	50.00	
21763		02/04/2022		360 STEVEN BIBLER							
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/18/22 WRESTLING STARTER		127.75	
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/17/22 WRESTLING STARTER		111.25	
									Check Total:	239.00	
21764		02/04/2022		5938 DAVID BUDD							
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/26/22 JV GIRLS BBALL		84.60	
									Check Total:	84.60	
21765		02/04/2022		6228 JEFF CLARK							
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/12/22 JV GIRLS BBALL		84.60	
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/14/22 JV GIRLS BBALL		84.60	
									Check Total:	169.20	
21766		02/04/2022		6516 KEVIN CLYBURN							
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/12/22 JV BBALL		84.60	
									Check Total:	84.60	
21767		02/04/2022		5927 WAYNE DONNELLY							
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/22/22 VARSITY GIRLS BBALL		105.00	

## BYRON BROWN SEN CSD

Check Warrant Report For A - 53: GENERAL FUND - 2/4/22 For Dates 2/4/2022 - 2/4/2022

N 510N

Check # Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21768	02/04/2022	5236	ENERGY ENTERPRISES INC						105.00	
A 1621.400-06-7007			MAINT - CONTRACT				190911	210038	300.00	300.00
21769	02/04/2022	4992	CHUCK FAISST						300.00	
A 2855.400-10-5000			ATHLETIC - CONTRACT				1/20/22 VARSITY GIRLS BBALL		105.00	
21770	02/04/2022	1277	FOLLETT SCHOOL SOLUTIONS INC						105.00	
A 2610.450-01-0000			LIBRARY MAT & SUPPLIES - ELEM				364123	210452	624.76	624.76
A 2610.450-01-0000			LIBRARY MAT & SUPPLIES - ELEM				364123F	210452	115.49	115.49
A 2610.450-01-0000			LIBRARY MAT & SUPPLIES - ELEM				364123A	210452	450.13	480.13
21771	02/04/2022	6499	DAMON GARFIELD						1,190.38	
A 2855.400-10-5000			ATHLETIC - CONTRACT				1/26/22 JV GIRLS BBALL		84.60	
21772	02/04/2022	6126	GCASA						84.60	
A 2810.400-03-0000			GUIDANCE - CONTRACT HS				1442	210598	350.00	350.00
21773	02/04/2022	1351	GENESEE AREA HEALTHCARE PLAN						350.00	
A 9060.800-14-0000			EMPLOYEE BENE - MEDICAL INSURANCE				FEBRUARY 2022	210000	115,222.96	115,222.96
A 9060.800-14-0000			EMPLOYEE BENE - MEDICAL INSURANCE				FEBRUARY 2022	210000	104,320.43	104,320.43
A 9060.800-14-0000			EMPLOYEE BENE - MEDICAL INSURANCE				FEBRUARY 2022	210000	2,243.72	2,243.72
A 9060.800-14-0000			EMPLOYEE BENE - MEDICAL INSURANCE				FEBRUARY 2022	210000	2,871.09	2,871.09
A 9060.800-14-0000			EMPLOYEE BENE - MEDICAL INSURANCE				FEBRUARY 2022	210000	3,313.87	3,313.87
21774	02/04/2022	4401	GENESEE VALLEY FORD						227,972.07	
A 1622.450-00-0000			GROUNDS - MAT & SUPPLY				J102669	210635	72.76	72.76

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21775	A 1621.450-06-7011	02/04/2022		1425 GILLETTS HARDWARE					Check Total:	72.76	
	A 1621.450-06-7011			MAINT - MAT & SUPPLY				136835	210151	24.99	24.99
	A 1621.450-06-7011			MAINT - MAT & SUPPLY				136859	210151	49.95	49.95
	A 1621.450-06-7011			MAINT - MAT & SUPPLY				136874	210151	4.19	4.19
								Check Total:		79.13	
21776	A 1620.450-06-7011	02/04/2022		1476 GRAINGER							
	A 1620.450-06-7011			CUST - MAT & SUPPLY				9178329190	210051	190.86	190.86
								Check Total:		190.86	
21777		02/04/2022		1383 **CONTINUED** GV EDUCATIONAL PARTNERSHIP			Voided During Printing				
21778	A 1010.490-04-0000	02/04/2022		1383 GV EDUCATIONAL PARTNERSHIP					Check Total:	0.00	
	A 1010.490-04-0000			BOARD OF ED BOCES				FEBRUARY 2022	210001	846.10	846.10
	A 1310.490-05-0000			BUS ADMIN - BOCES				FEBRUARY 2022	210001	3,247.34	3,247.34
	A 1345.490-05-0000			BOCES SERVICES - PURCHASING				FEBRUARY 2022	210001	267.60	267.60
	A 1670.490-07-0000			BOCES SERVICES - PRINTING				FEBRUARY 2022	210001	2,380.96	2,380.96
	A 1680.490-07-0000			BOCES SERVICES - DATA PROCESSING				FEBRUARY 2022	210001	8,686.66	8,686.66
	A 1981.490-04-0000			BOCES SERVICES - ADMINISTRATIVE CHG				FEBRUARY 2022	210001	26,086.00	26,086.00
	A 2010.490-00-0000			BOCES SVCS - CURRICULUM DEV				FEBRUARY 2022	210001	9,413.80	9,413.80
	A 2020.490-08-0000			BOCES SERVICES				FEBRUARY 2022	210001	690.60	690.60
	A 2250.490-09-3000			BOCES SERVICES - SPEC ED				FEBRUARY 2022	210001	62,850.98	62,850.98
	A 2610.490-00-0000			BOCES SERVICES - AV				FEBRUARY 2022	210001	44,763.58	44,763.58
	A 2855.490-10-5000			BOCES SERVICES - ATHLETICS				FEBRUARY 2022	210001	664.06	664.06
	A 1420.490-00-0000			LEGAL - BOCES				FEBRUARY 2022	210001	2,837.70	2,837.70
	A 1320.490-05-0000			BOCES SERVICE - GASB 75				FEBRUARY 2022	210001	554.00	554.00
	A 2280.490-03-0000			BOCES - HS				FEBRUARY 2022	210001	55,701.97	55,701.97
	A 1480.490-00-0000			BOCES				FEBRUARY 2022	210001	6,421.04	6,421.04
	A 2110.490-01-0000			BOCES SERVICES - ELEM				FEBRUARY 2022	210001	18,978.65	18,978.65
	A 2110.490-03-0000			BOCES SERVICES - HS				FEBRUARY 2022	210001	42,713.02	42,713.02



## BYRON BROWN GEN CSD

Check Warra... Report For A - 53: GENERAL FUND - 2/4/22 For Dates 2/4/2022 - 2/4/2022

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Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
	A 1430.490-00-0000			BOCES - PERSONNEL COSERS				FEBRUARY 2022	210001	1,209.94	0.00
21779	02/04/2022	7589 INC. HAMERAY PUBLISHING GROUP								288,314.00	
A 2110.450-01-UPK		MAT & SUPPLY - UPK						133863	210611	530.94	530.94
21780	02/04/2022	7267 LORI HENRY-DRAPER								530.94	
A 5510.400-11-6107		CONTRACT - INSPECT, DMV FEES, FINGERPRINT						FINGERPRINT REIMBURSEMENT		102.00	
21781	02/04/2022	7605 HUMPHREY ELECTRICAL & SECURITY SYSTEMS, INC								102.00	
A 1622.400-00-0000		GROUNDS - CONTRACT						48550	210634	1,672.20	1,672.20
21782	02/04/2022	1843 JOES AWARDS & TROPHIES								1,672.20	
A 2855.450-10-5000		ATHLETIC - MAT & SUPPLY						7062	210102	307.00	307.00
21783	02/04/2022	6620 JOSTENS								307.00	
A 2110.450-03-0000		MAT & SUPPLY - HS						N002945972	210570	84.70	84.70
21784	02/04/2022	2233 MATTHEWS BUSES INC								84.70	
A 5510.400-11-6100		CONTRACT - REPAIRS TO BUSES						R600036796:01	210384	261.00	261.00
A 5510.450-11-6407		MAT & SUPPLY - BUS/EQUIP PARTS						X600022800:01	210382	458.80	458.80
A 5510.400-11-6100		CONTRACT - REPAIRS TO BUSES						R600036692:01	210384	130.50	130.50
A 5510.450-11-6407		MAT & SUPPLY - BUS/EQUIP PARTS						X600022850:01	210382	36.37	36.37
21785	02/04/2022	2248 JOHN MCCAFFREY								886.67	
A 2855.400-10-5000		ATHLETIC - CONTRACT						1/20/22 VARSITY GIRLS BBALL		105.00	
21786	02/04/2022	2397 MONROE COUNTY WATER AUTHORITY								105.00	

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21787	A 1620.400-06-7007	02/04/2022			CUST - CONTRACT WATER	ELEM		12/21/21-1/19/22	210049	1,008.33	1,008.33
	A 1620.400-06-7007				CUST - CONTRACT WATER	JR/SR HIGH		12/21/21-1/19/22	210049	221.16	221.16
									Check Total:	1,229.49	
21788	A 2110.450-03-MUSI	02/04/2022			MAT & SUPPLY - MUSIC			INV028824423	210468	1,480.75	1,480.75
	A 2110.450-03-MUSI				MAT & SUPPLY - MUSIC			INV0290007202	210226	114.18	71.27
	A 2110.450-03-MUSI				MAT & SUPPLY - MUSIC			INV029912238	210226	100.00	100.00
	A 2110.450-03-MUSI				MAT & SUPPLY - MUSIC			CN001096658	210226	-42.91	0.00
	A 2110.450-03-MUSI				MAT & SUPPLY - MUSIC			INV029955181	210226	55.86	55.86
									Check Total:	1,707.88	
21789	A 5510.450-11-6407	02/04/2022			MAT & SUPPLY - BUS/EQUIP PARTS		TPMS SENSOR	50664	210331	76.19	76.19
	A 5510.450-11-6407				MAT & SUPPLY - BUS/EQUIP PARTS		#84 LAMP, OIL FILTERS	50048	210331	125.60	125.60
	A 5510.450-11-6407				MAT & SUPPLY - BUS/EQUIP PARTS		#54 BLOWER MOTOR	50792	210331	35.36	35.36
	A 5510.450-11-6407				MAT & SUPPLY - BUS/EQUIP PARTS		WIPERBLADES - STOCK	50702	210331	270.25	270.25
									Check Total:	507.40	
21790	A 5530.400-11-6403	02/04/2022			CONTRACTUAL - OTHER			22172	210623	1,032.40	1,032.40
	A 5510.450-11-6407				MAT & SUPPLY - BUS/EQUIP PARTS		SEAT HARNESS, CAR SEATS	1079904	210332	354.30	354.30
									Check Total:	1,032.40	
21791	A 2855.400-10-5000	02/04/2022			ATHLETIC - CONTRACT			1/14/22 JV GIRLS BBALL		84.60	
	A 2855.400-10-5000				ATHLETIC - CONTRACT					84.60	
									Check Total:	84.60	
21792	A 2855.400-10-5000	02/04/2022			ATHLETIC - CONTRACT			1/22/22 MOD GIRLS BBALL		82.40	
	A 2855.400-10-5000				ATHLETIC - CONTRACT					82.40	
									Check Total:	82.40	

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21793	A 2855.400-10-5000	02/04/2022	4723	JOHN NITTI	ATHLETIC - CONTRACT		1/25/22 VARSITY GIRLS BBALL			105.00	
										105.00	
21794	A 5510.400-11-6300	02/04/2022	7169	NORTHERN STAR MEDICAL BILLING AND COLLECTIONS	CONTRACT - DRIVER PHYSICALS	RANDOM PROGRAM MGMT	6055	210335		75.00	75.00
										75.00	
21795	A 2855.400-10-5000	02/04/2022	5688	DOUG NORTON	ATHLETIC - CONTRACT		1/7/22 SIMMING REFEREE			113.50	
										113.50	
21796	A 1320.400-05-0000	02/04/2022	6737	NYSASPA	CONTRACTUAL - AUDIT EXPENSE		21-55 MEMBERSHIP - L.PRINZ	210633		90.00	90.00
										90.00	
21797	A 2855.400-10-5000	02/04/2022	7422	PASSENGER BUS CORP DBA NEW YORK TRAILWAYS	ATHLETIC - CONTRACT			21172	210531	2,573.00	4,654.00
										2,573.00	
21798	A 2110.480-03-MUSI	02/04/2022	2870	PEPPER MUSIC	TEXTBOOKS - MUSIC		363892772	210234		432.74	432.74
										432.74	
21799	A 2855.400-10-5000	02/04/2022	7594	DAVE PERO	ATHLETIC - CONTRACT		1/20/22 JV BBALL			84.60	
										84.60	
21800	A 2855.400-10-5000	02/04/2022	2889	DAVID PETRI	ATHLETIC - CONTRACT		1/14/22 VARSITY GIRLS BBALL			105.00	
										105.00	
21801	A 1620.400-06-0000	02/04/2022	6170	PHOENIX MACHINE REPAIR	CUST - CONTRACT OTHER		130653	210625		66.50	66.50
										66.50	
21802		02/04/2022	7611	CONSTANCE POST							

Check # Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
A 1620.400-06-0000				CUST - CONTRACT OTHER			FINGERPRINT REIMBURSEMENT		102.00	✓
21803	02/04/2022		4153 REL COMM INC					Check Total:	102.00	
A 1620.400-06-7013				CUST - CONTRACT TELEPHONE			141750	210592	247.50	✓
21803	02/04/2022		4153 REL COMM INC					Check Total:	247.50	
A 1620.400-06-7013				CUST - CONTRACT TELEPHONE			141749	210592	55.00	✓
21803	02/04/2022		4153 REL COMM INC					Check Total:	55.00	
A 2110.450-03-0000			6991 RESTAURANT SUPPLY LLC				INV-291314	210590	759.98	✓
21804	02/04/2022		6991 RESTAURANT SUPPLY LLC					Check Total:	759.98	
A 2855.400-10-5000			7383 JOEL RUDNICK				1/20/22 JV GIRLS BBALL		84.60	✓
21805	02/04/2022		7383 JOEL RUDNICK					Check Total:	84.60	
A 5510.400-11-6101			7104 RUSSELL PLUMBING & HOME SERVICE					Check Total:	84.60	
21806	02/04/2022		7104 RUSSELL PLUMBING & HOME SERVICE					Check Total:	84.60	
A 2855.400-10-5000			6721 NATHAN SCHIEDEL				1/27/22 VARSITY WRESTLING		126.00	✓
21807	02/04/2022		6721 NATHAN SCHIEDEL					Check Total:	126.00	
A 3305.400-01-1001			3305 SCHOOL SPECIALTY INC					Check Total:	126.00	
21808	02/04/2022		3305 SCHOOL SPECIALTY INC					Check Total:	126.00	
A 2110.450-01-1001				MAT & SUPPLY - 1ST GRADE			308103839025	210166	153.65	✓
21808	02/04/2022			MAT & SUPPLY - 1ST GRADE			208129312743	210166	29.02	✓
21808	02/04/2022			MAT & SUPPLY - 1ST GRADE				Check Total:	182.67	
A 5510.400-11-6101			6034 SEON SYSTEM SALES INC.					Check Total:	182.67	
21809	02/04/2022		6034 SEON SYSTEM SALES INC.					Check Total:	182.67	
A 1621.450-06-7011			3392 SHERWIN WILLIAMS					Check Total:	371.00	
21810	02/04/2022		3392 SHERWIN WILLIAMS					Check Total:	371.00	
A 1621.450-06-7011			MAINT - MAT & SUPPLY				2168-4	210146	13.99	✓
21810	02/04/2022		MAINT - MAT & SUPPLY					Check Total:	13.99	

## BYRON BREN CSD

Check Warrant Report For A - 53: GENERAL FUND - 2/4/22 For Dates 2/4/2022 - 2/4/2022

N 310N

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21811	A 2855.400-10-5000	02/04/2022	7373	CONNIE SMITH	ATHLETIC - CONTRACT		1/25/22 JV GIRLS BBALL		Check Total:	13.99	
21812	A 2110.480-03-0000	02/04/2022	3545	STAPLES BUSINESS ADVANTAGE	TEXTBOOKS - HS		3487394129	210429	Check Total:	3,288.60	3,288.60
21813	A 2855.400-10-5000	02/04/2022	3564	RICHARD STEIN	ATHLETIC - CONTRACT		1/14/22 VARSITY GIRLS BBALL		Check Total:	105.00	
21814	A 2855.400-10-5000	02/04/2022	6987	SCOTT STEPANEK	ATHLETIC - CONTRACT		1/18/22 SWIMMING REFEREE		Check Total:	130.50	
21815	A 2630.400-01-0000	02/04/2022	4801	SUNNKG INC	TECH CONTRACTUAL - ES		41964	210613	Check Total:	28.33	27.83
	A 2630.400-03-0000				TECH CONTRACTUAL - HS		41964	210613	Check Total:	28.32	27.82
21816	A 2110.451-00-2110	02/04/2022	117	SYNCSIA/AMAZON	MAT & SUPPLY - CENTRAL SUPPLIES		593357966479	210565	Check Total:	209.93	209.93
	A 2110.451-00-2110				MAT & SUPPLY - CENTRAL SUPPLIES		743599738344	210565	Check Total:	149.95	149.95
	A 2110.451-00-2110				MAT & SUPPLY - CENTRAL SUPPLIES		448958368495	210565	Check Total:	1,399.65	1,399.65
	A 2110.451-00-2110				MAT & SUPPLY - CENTRAL SUPPLIES		669693973655	210565	Check Total:	299.90	299.90
	A 2110.451-00-2110				MAT & SUPPLY - CENTRAL SUPPLIES		63454785743	210565	Check Total:	299.90	299.90
21817	A 5510.400-11-6400	02/04/2022	7200	TRANSFINDER CORPORATION	CONTRACT - ROUTING SOFTWARE		46892	210624	Check Total:	4,250.00	4,250.00
									Check Total:	4,250.00	

## BYRON BROWN SEN CSD

Check Warrant Report For A - 53: GENERAL FUND - 2/4/22 For Dates 2/4/2022 - 2/4/2022

NATION

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21818	A 5510.450-11-6406	02/04/2022		6398 VALLEY ENERGY SERVICES LLC							
	A 5510.450-11-6406			MAT & SUPPLY - DIESEL FUEL				395257	210342	3,718.13	3,718.13
	A 5510.450-11-6400			MAT & SUPPLY - GASOLINE				395255	210343	1,649.55	1,649.55
									Check Total:	5,367.68	
21819	A 1620.400-06-7009	02/04/2022		3962 WASTE MANAGEMENT OF NY LLC							
	A 1620.400-06-7009			CUST - CONTRACT WASTE REMOVAL				0527221-2225-7	210123	507.15	507.15
	A 1620.400-06-7009			CUST - CONTRACT WASTE REMOVAL				0527220-2225-9	210123	368.30	368.30
	A 1620.400-06-7009			CUST - CONTRACT WASTE REMOVAL				0527219-2225-1	210123	631.98	631.98
									Check Total:	1,507.43	
21820	A 2855.400-10-5000	02/04/2022		4117 JEF YOUNGS							
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/22/22 MOD GIRLS BBALL		82.40	
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/26/22 VARSITY GIRLS BBALL		105.00	
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/22/22 VARSITY GIRLS BBALL		105.00	
									Check Total:	292.40	
21821	A 2855.400-10-5000	02/04/2022		5192 JOSEPH ZEZNICK							
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1/25/22 VARSITY GIRLS BBALL		105.00	
									Check Total:	105.00	
									Warrant Total:	553,300.45	
									Vendor Portion:	553,300.45	
									Payroll Portion:	0.00	

Number of Transactions: 62

## Certification of Warrant

To The District Treasurer I hereby certify that I have verified the above claims, 62 in number, in the total amount of \$ 553,300.45. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

2/2/22 James McArthur James McArthur  
 Date Signature Title

## BYRON B GEN CSD

Check Warrant Report For C - 12: SCHOOL LUNCH FUND - 1/21/22 For Dates 1/21/2022 - 1/21/2022

VISION

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
200840	C 2860.410-00-0000	01/21/2022	5912	AMERICAN FRUIT & VEGETABLE CO							
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				0831946-IN	210061	32.15	32.15
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				0831918-IN	210061	118.05	118.05
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				0833200-IN	210061	141.00	141.00
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				0833239-IN	210061	165.40	165.40
200841	C 2860.410-00-0000	01/21/2022	5801	BEST INC						456.60	
	C 2860.400-00-0000			CONTRACTUAL EXPENSE				112615	210063	331.49	331.49
200842	C 2860.410-00-0000	01/21/2022	5909	HERSHEY'S ICE CREAM						331.49	
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				INVE0017342865	210066	264.24	264.24
200843	C 2860.410-00-0000	01/21/2022	6698	LATINA FOODS						264.24	
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				1320738B	210069	1,042.30	1,042.30
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				1321537D	210069	1,057.66	1,057.66
200844	C 2860.411-00-0000	01/21/2022	2178	MAID-RITE SPECIALTY FOODS INC						2,099.96	
	C 2860.411-00-0000			FOOD - COMMODITIES					210071	109.50	109.50
200845	C 2860.450-00-0000	01/21/2022	3079	REGIONAL DISTRIBUTORS INC						109.50	
	C 2860.450-00-0000			MATERIALS & SUPPLIES				S1876935.02	210074	1,018.18	1,018.18
	C 2860.450-00-0000			MATERIALS & SUPPLIES				S1877369.002	210074	1,093.95	1,093.95
200846	C 2860.410-00-0000	01/21/2022	3634	SYSCO FOOD SVCS OF SYRACUSE						2,112.13	
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				327560117	210076	2,082.72	2,082.72
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				327560118	210076	2,225.29	2,225.29
200847	C 2860.410-00-0000	01/21/2022	3870	UPSTATE NIAGARA COOPERATIVE						4,308.01	
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				138089	210080	869.22	869.22
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				138090	210080	498.37	498.37
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				151216	210080	729.42	729.42
	C 2860.410-00-0000			FOOD PURCHASE - LUNCH				151217	210080	325.57	325.57
										2,422.58	

Check #	Account	Check Date	Vendor ID	Vendor Name	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
200848	C 2860.410-00-0000	01/21/2022	4095	CH WRIGHT	FOOD PURCHASE - LUNCH		4338010	210081	381.60	381.60

Number of Transactions: 9

Check Total: 381.60

Warrant Total: 12,486.11

Vendor Portion: 12,486.11

Payroll Portion: 0.00

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 9 in number, in the total amount of \$ 381.60. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

1/20/22 Jessie A. Avelar claims auditor

Date

Signature

Title



Check #	Account	Check Date	Vendor ID	Vendor Name	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
200849	C 2860.490-00-0000	02/04/2022		BOCES SERVICES	1383 GV EDUCATIONAL PARTNERSHIP		FEBRUARY 2022	210370	11,478.14	11,478.14

Number of Transactions: 1

Check Total: 11,478.14  
Warrant Total: 11,478.14  
Vendor Portion: 11,478.14  
Payroll Portion: 0.00

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 1 in number, in the total amount of \$ 11,478.14. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

2/2/22 Barbara Muth claims auditor  
Date Signature Title

Check #	Account	Check Date	Vendor ID	Vendor Name	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
400373	F 2115.400-00-PTEC	01/21/2022		7585 JAMES E. JOHNSON JR.		7986172	210580	1,000.00	1,000.00
				PTECH - CONTRACTUAL				1,000.00	
400374	F 2115.400-00-PTEC	01/21/2022		2589 NOCO ENERGY CORPORATION					
				PTECH - CONTRACTUAL		SP12235470	210621	247.27	247.27
				PTECH - CONTRACTUAL		SP12247976	210621	273.87	273.87
							Check Total:	521.14	
							Warrant Total:	1,521.14	
							Vendor Portion:	1,521.14	
							Payroll Portion:	0.00	

Number of Transactions: 2

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 2 in number, in the total amount of \$ 1,521.14. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

1/20/22 Leresa Henderson claims auditor  
 Date Signature Title

## BYRON BENTEN CSD

Check Warrant Report For F - 13: FEDERAL FUND - 2/4/22 For Dates 2/4/2022 - 2/4/2022

NATION

Check #	Account	Check Date	Vendor ID	Vendor Name	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
400375	F 2115.400-00-PTEC	02/04/2022	7319	C & F TRANSPORTATION INC.		DECEMBER 2021	210546	5,250.00	5,250.00
							Check Total:	5,250.00	
400376	F 2510.400-00-UPK	02/04/2022	1422	GILLAM GRANT COMMUNITY CENTER		2022 UPK GRANT	210593	8,097.60	8,097.00
							Check Total:	8,097.60	
400377	F 2115.400-00-PTEC	02/04/2022	2589	NOCO ENERGY CORPORATION		SP12256389	210621	250.91	250.91
						SP12222175	210621	209.49	209.49
							Check Total:	460.40	
							Warrant Total:	13,808.00	
							Vendor Portion:	13,808.00	
							Payroll Portion:	0.00	

Number of Transactions: 3

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 3 in number, in the total amount of \$ 13,808.00. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

2/2/22 Lissa Mendenhall Claims Auditor  
 Date Signature Title

Check # Account	Check Date	Vendor ID	Vendor Name Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
1464	01/20/2022		NYS WITHHOLDING TAX	Trust & Agency Payment	Trust & Agency Payment			16,368.68	
1465	01/20/2022		2641 NYS EMPLOYEE RETIREMENT SYSTEM	Trust & Agency Payment	Trust & Agency Payment			16,368.68	
TA 018			NYS EMPLOYEES' RETIREMENT	Trust & Agency Payment	Trust & Agency Payment			2,942.61	
TA 018			NYS EMPLOYEES' RETIREMENT	Trust & Agency Payment	Trust & Agency Payment			42.14	
TA 018			NYS EMPLOYEES' RETIREMENT	Trust & Agency Payment	Trust & Agency Payment			870.00	
1466	01/20/2022		4247 OMNI GROUP	Trust & Agency Payment	Trust & Agency Payment			3,854.75	
TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment			125.00	
TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment			740.00	
TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment			4,284.40	
TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment			300.00	
TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment			1,800.00	
TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment			400.00	
TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment			5,889.19	
TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment			2,290.48	
TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment			265.00	
TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment			790.00	
1467	01/20/2022		5839 DEPARTMENT OF THE TREASURY	Trust & Agency Payment	Trust & Agency Payment			16,884.07	
TA 026			SOCIAL SECURITY WITHHOLDING	Trust & Agency Payment	Trust & Agency Payment			23,831.89	
TA 026			SOCIAL SECURITY WITHHOLDING	Trust & Agency Payment	Trust & Agency Payment			23,831.89	

## BYRON B GEN CSD

Check Warrant Report For TA - 16: PAYROLL 15 - 1/20/22 TA For Dates 1/10/2022 - 1/31/2022

N.Y. STATE

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
TA 022	FEDERAL WITHHOLDING TAX					Trust & Agency Payment				34,450.54	
TA 026	SOCIAL SECURITY WITHHOLDING					Trust & Agency Payment				5,573.51	
TA 026	SOCIAL SECURITY WITHHOLDING					Trust & Agency Payment				5,573.51	
1468	01/20/2022	6585 BANK OF CASTILE				Trust & Agency Payment				93,261.34	
TA 010	CONSOLIDATED PAYROLL					Trust & Agency Payment				276,632.45	
300969	01/20/2022	4420 AFLAC NEW YORK				Trust & Agency Payment - AFLAC-PR				276,632.45	
TA 050	AFLAC					Trust & Agency Payment - AFLAC-PR				602.16	
TA 050	AFLAC					Trust & Agency Payment - AFLAC-PR				695.44	
300970	01/20/2022	305 BB FACULTY ASSOCIATION				Trust & Agency Payment - TEACHDUE				1,297.60	
TA 024	DUES					Trust & Agency Payment - TEACHDUE				3,851.17	
300971	01/20/2022	1422 GILLAM GRANT COMMUNITY CENTER				Trust & Agency Payment - G-GRANT				3,851.17	
TA 096	DONATION - GILLAM GRANT CENTER					Trust & Agency Payment - G-GRANT				39.00	
300972	01/20/2022	6472 NYS CHILD SUPPORT PROCESSING				Trust & Agency Payment - STLAWSCU				39.00	
TA 023	GARNISHMENTS					Trust & Agency Payment - STLAWSCU				36.00	
300973	01/20/2022	2651 NYS TEACHER RETIREMENT SYSTEM				Trust & Agency Payment - TRSLN				36.00	
TA 027	TEACHERS' RETIREMENT SYSTEM LOAN					Trust & Agency Payment - TRSLN				2,269.00	
300974	01/20/2022	2690 NYSUT BENEFIT TRUST				Trust & Agency Payment - NYSUT				2,269.00	
TA 033	NYSUT BENEFIT TRUST					Trust & Agency Payment - NYSUT				148.67	
300975	01/20/2022	3356 SEIU 200 UNITED				Trust & Agency Payment - UNIONDUE				148.67	
TA 024	DUES					Trust & Agency Payment - UNIONDUE				195.00	
01/18/2022 10:15 AM										195.00	

## BYRON B GEN CSD

Check Warrant Report For TA - 16: PAYROLL 15 - 1/20/22 TA For Dates 1/10/2022 - 1/31/2022

NATION

Check #	Account	Check Date	Vendor ID	Vendor Name	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
300976	01/20/2022	3850 UNITED WAY GREATER ROCHESTER			Trust & Agency Payment - UNITWAY				
TA 019	UNITED WAY			Trust & Agency Payment - UNITWAY				10.00	
300977	01/20/2022	3936 VOTE - COPE			Trust & Agency Payment - V-COPE			10.00	
TA 034	VOTE/COPE DEDUCTION			Trust & Agency Payment - V-COPE				170.25	
Check Total:									170.25
Warrant Total:									415,017.98
Vendor Portion:									415,017.98
Payroll Portion:									0.00

Number of Transactions: 14

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 14 in number, in the total amount of \$ 415,017.98. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

2/2/22

Date

James Macdonald

Signature

Claims Auditor

Title

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
1469	TA 021	02/03/2022		NYS WITHHOLDING TAX	2559 NEW YORK STATE INCOME TAX	Trust & Agency Payment	Trust & Agency Payment			17,125.51	
										<b>Check Total:</b> 17,125.51	
1470	TA 029	02/03/2022		4247 OMNI GROUP	EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment			125.00	
	TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			740.00	
	TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			4,284.40	
	TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			300.00	
	TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			1,800.00	
	TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			400.00	
	TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			5,989.19	
	TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			2,290.48	
	TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			265.00	
	TA 029			EMPLOYEE TAX SHELTER ANNUITIES	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			790.00	
										<b>Check Total:</b> 16,984.07	
1471	TA 026	02/03/2022		5839 DEPARTMENT OF THE TREASURY	SOCIAL SECURITY WITHHOLDING	Trust & Agency Payment	Trust & Agency Payment			24,934.27	
	TA 026			SOCIAL SECURITY WITHHOLDING	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			24,934.27	
	TA 022			FEDERAL WITHHOLDING TAX	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			35,554.77	
	TA 026			SOCIAL SECURITY WITHHOLDING	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			5,831.40	
	TA 026			SOCIAL SECURITY WITHHOLDING	Trust & Agency Payment	Trust & Agency Payment	Trust & Agency Payment			5,831.40	
										<b>Check Total:</b> 97,086.11	
1472	TA 010	02/03/2022		6585 BANK OF CASTILE	CONSOLIDATED PAYROLL	Trust & Agency Payment	Trust & Agency Payment			290,413.62	

## BYRON B GEN CSD

Check Warrant Report For TA - 17: PAYROLL 16 - 2/3/22 TA For Dates 2/1/2022 - 2/4/2022

N SION

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
300978	TA 024	02/03/2022	DUES	305 BB FACULTY ASSOCIATION		Trust & Agency Payment - TEACHDUE			Check Total:	290,413.62	
										3,888.56	✓
300979		02/03/2022		1422 GILLAM GRANT COMMUNITY CENTER		Trust & Agency Payment - G-GRANT			Check Total:	3,888.56	
										39.00	✓
300980		02/03/2022		1361 NYS CHILD SUPPORT PROCESS CTR		Trust & Agency Payment - GENSCU			Check Total:	39.00	
	TA 023		GARNISHMENTS			Trust & Agency Payment - GENSCU				243.00	✓
									Check Total:	243.00	
300981		02/03/2022		6472 NYS CHILD SUPPORT PROCESSING CENTER		Trust & Agency Payment - STLAWSU				36.00	✓
	TA 023		GARNISHMENTS			Trust & Agency Payment - STLAWSU	BU40670J1 - RADEL, TINAM			36.00	
									Check Total:	36.00	
300982		02/03/2022		2690 NYSUT BENEFIT TRUST		Trust & Agency Payment - NYSUT				148.67	✓
	TA 033		NYSUT BENEFIT TRUST			Trust & Agency Payment - NYSUT				148.67	
									Check Total:	175.00	✓
300983		02/03/2022		3356 SEIU 200 UNITED		Trust & Agency Payment - UNIONDUE				175.00	
	TA 024		DUES			Trust & Agency Payment - UNIONDUE				175.00	
									Check Total:	175.00	
300984		02/03/2022		3850 UNITED WAY GREATER ROCHESTER		Trust & Agency Payment - UNITWAY				10.00	✓
	TA 019		UNITED WAY			Trust & Agency Payment - UNITWAY				10.00	
									Check Total:	140.25	✓
300985		02/03/2022		3936 VOTE - COPE		Trust & Agency Payment - V-COPE				140.25	
	TA 034		VOTE/COPE DEDUCTION			Trust & Agency Payment - V-COPE				140.25	
									Check Total:	140.25	



Check #	Account	Check Date	Vendor ID	Vendor Name	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
Number of Transactions: 12									
								426,289.79	
								426,289.79	
								0.00	

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 12 in number, in the total amount of \$ 426,289.79. You are hereby authorized and directed to pay to the claimants certified above the amount of each claim allowed and charge each to the proper fund.

2/2/22 Susan Mulvaney claims administrator

Date

Signature

Title

## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

40



Account: General Fund  
Cash Account(s): A 200

Ending Bank Balance:		1,587,898.94
Outstanding Checks (See listing below):	-	22,438.14
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance: 1,565,460.80

Cash Account Balance: 1,565,460.80

## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
06/18/2021	20877	MARK MAZZATTI	97.25
10/08/2021	21286	JACOB PROSPERO	80.80
10/08/2021	21288	DENISE RAMBALI	161.00
11/05/2021	21400	CREEKSIDE INC	270.00
11/19/2021	21478	BRITTANY KESSLER	13.44
11/19/2021	21492	RALPH AND ROSIES DELI	35.98
12/24/2021	21572	ASCD	89.00
12/24/2021	21579	PHILLIP DELAUS	105.00
12/24/2021	21582	ENCORE PIANO SERVICE	245.00
12/24/2021	21612	JOHN MCCAFFREY	105.00
12/24/2021	21626	MARIAN PARTRIDGE	463.87
12/24/2021	21636	ROCKLER WOODWORKING	5,299.97
12/24/2021	21641	VICKY SHALLENBERGER	209.50
12/24/2021	21643	STATEWIDE SCHOOL FINANCE	200.00
01/07/2022	21686	RONALD BOYCE	74.40
01/07/2022	21688	DAVID COHAN	105.00
01/07/2022	21691	MICHAEL SWEENEY	84.60
01/21/2022	21704	ATTICA CENTRAL SCHOOL	100.00
01/21/2022	21706	CALEDONIA MUMFORD CSD	275.00
01/21/2022	21712	HAUN WELDING SUPPLY	75.58
01/21/2022	21714	I D BOOTH INC	12.87
01/21/2022	21718	DIANNE J LAZENBY	139.00
01/21/2022	21724	MUSIC AND ARTS	134.29
01/21/2022	21729	DEAN NORTON	105.00
01/21/2022	21733	REALLY GREAT READING COMPANY, LLC	319.20
01/21/2022	21736	RUFFELL REIMBURSEMENTS	300.00
01/21/2022	21744	VJ STANLEY INC	310.10
01/21/2022	21747	WESTERN NEW YORK MEDICAL PRACTICE PC	5,514.78
01/21/2022	21753	NATIONAL GRID	6,166.25
01/28/2022	21758	ENERGY COOPERATIVE OF AMERICA	409.02
01/28/2022	21759	HOME DEPOT CREDIT SERVICES	312.28
01/28/2022	99157	BENEFIT RESOURCE INC	625.00

BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

41



Check Date

Check Number

Payee

Amount

Outstanding Check Total:

22,438.14

*Share*

Prepared By

*L. P. King*

Approved By

## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

42



Account: Gov't Premier Money Market  
Cash Account(s): A 202

Ending Bank Balance:		2,891,438.52
Outstanding Checks (See listing below):	-	0.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance: 2,891,438.52

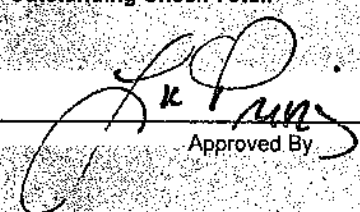
Cash Account Balance: 2,891,438.52

## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
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Outstanding Check Total: 0.00

  
Prepared By

  
Approved By

## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

43

NVISION

Account: General Svgs - Non BB

Cash Account(s): A 201

Ending Bank Balance:		482,664.27
Outstanding Checks (See listing below):	-	0.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

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Adjusted Ending Bank Balance:	482,664.27
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Cash Account Balance:	482,664.27
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## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
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Outstanding Check Total:	0.00
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Prepared By  
Approved By

## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

44



Account: Capital Fund  
Cash Account(s): H 200

Ending Bank Balance:		503,939.64
Outstanding Checks (See listing below):	-	0.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance: 503,939.64

Cash Account Balance: 503,939.64

## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
Outstanding Check Total:			0.00

Prepared By

Approved By

## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

45



Account: Trust & Agency  
Cash Account(s): TA 200

Ending Bank Balance:		2,269.00
Outstanding Checks (See listing below):	-	2,269.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance: 0.00

Cash Account Balance: 0.00

## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
01/20/2022	300973	NYS TEACHER RETIREMENT SYSTEM	2,269.00
Outstanding Check Total:			2,269.00

Prepared By

Approved By

## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

46



Account: School Lunch  
Cash Account(s): C 200

Ending Bank Balance:		236,706.39
Outstanding Checks (See listing below):	-	883.74
Deposits in Transit:	+	423.52
Other Credits:	+	0.00
Other Debits:	-	0.00

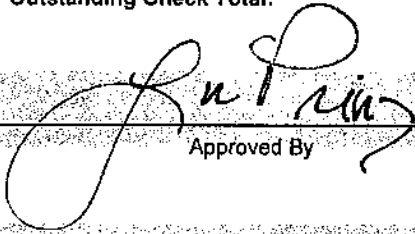
Adjusted Ending Bank Balance: 236,246.17

Cash Account Balance: 236,246.17

## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
06/30/2021	200735	ANN GELL BOGARDUS	9.60
06/30/2021	200736	WILLIAM BUELL	24.50
09/10/2021	200768	THERESA SNYDER	8.85
11/05/2021	200807	ERICA KULZER	10.45
01/21/2022	200840	AMERICAN FRUIT & VEGETABLE CO	456.60
01/21/2022	200842	HERSHEYS ICE CREAM	264.24
01/21/2022	200844	MAID-RITE SPECIALTY FOODS INC	109.50
Outstanding Check Total:			883.74

  
Prepared By

  
Approved By



## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

47



Account: Federal Fund  
Cash Account(s): F 200

Ending Bank Balance:		67,115.29
Outstanding Checks (See listing below):	-	0.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance: 67,115.29

Cash Account Balance: 67,115.29

## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
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Outstanding Check Total: 0.00

Prepared By

Approved By

## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

48

NVISION

Account: Payroll  
Cash Account(s): TA 200PP

Ending Bank Balance:		1,082.68
Outstanding Checks (See listing below):	-	1,082.68
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance: 0.00

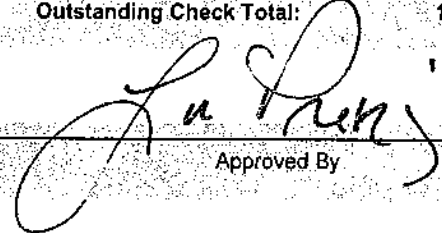
Cash Account Balance: 0.00

## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
01/06/2022	1502	CHRISTOPHER L. ZASTROCKY	173.15
01/06/2022	1503	SYDNEY M. ZASTROCKY	167.38
01/20/2022	1505	JOSHUA M. TARDY	504.44
01/20/2022	1507	SUSAN M. REDICK	45.71
01/20/2022	1508	CHRISTOPHER L. ZASTROCKY	97.52
01/20/2022	1509	SYDNEY M. ZASTROCKY	94.48

Outstanding Check Total: 1,082.68

  
Prepared By

  
Approved By

## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

Account: Tax Lockbox  
Cash Account(s): A 203

Ending Bank Balance:	0.00
Outstanding Checks (See listing below):	0.00
Deposits in Transit:	0.00
Other Credits:	0.00
Other Debits:	0.00

Adjusted Ending Bank Balance: 0.00

Cash Account Balance: 0.00

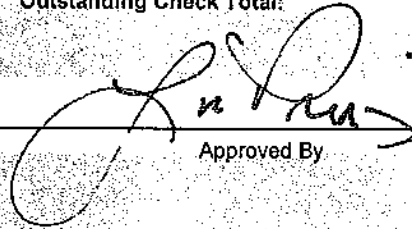
## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
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Outstanding Check Total: 0.00



Prepared By



Approved By

## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

50

NVISION

Account: Expendable Trust  
Cash Account(s): TE 200

Ending Bank Balance:		16,252.58
Outstanding Checks (See listing below):	-	250.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

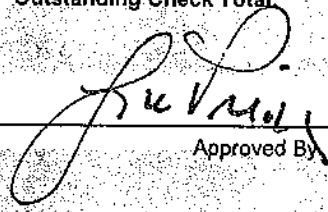
Adjusted Ending Bank Balance: 16,002.58

Cash Account Balance: 16,002.58

## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
06/04/2021	500155	SARA E GOODMAN	250.00
Outstanding Check Total:			250.00

  
Prepared By

  
Approved By

## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

51

NVISION

Account: Extra-Curricular  
Cash Account(s): TC 200

Ending Bank Balance:		19,917.71
Outstanding Checks (See listing below):	-	3,600.06
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance: 16,317.65

Cash Account Balance: 16,317.65

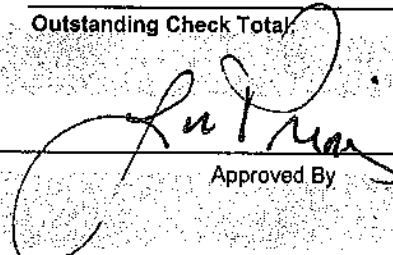
## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
05/14/2021	600542	VOOS, JENNA	10.24
06/10/2021	600568	SARAH SAELI	15.56
06/24/2021	600594	EMILY HOFFMAN	322.41
06/24/2021	600619	ALLSION SUTTON	100.00
06/24/2021	600636	JOANNE CZACHOROWSKI	605.00
06/25/2021	600677	NICHOLAS MUHLENKAMP	86.22
12/23/2021	600706	LARRY R TALLMAN	615.30
12/23/2021	600707	NEW YORK ASSOCIATION OF FFA	325.00
01/07/2022	600706	LARRY R TALLMAN	615.30
01/27/2022	600713	EXTREME STREETWEAR	915.00
01/27/2022	600715	MILL CREEK GOLF CLUB LLC	350.00
01/27/2022	600716	NICHOLAS MUHLENKAMP	60.63
01/28/2022	600717	EVELYN HUNT	810.00

Outstanding Check Total: 3,600.06



Prepared By



Approved By

## BYRON BERGEN CSD

Bank Reconciliation for period ending on 1/31/2022

Account: Debt Service Fund  
Cash Account(s): V 200

Ending Bank Balance:		909,887.41
Outstanding Checks (See listing below):	-	0.00
Deposits in Transit:	+	0.00
Other Credits:	+	0.00
Other Debits:	-	0.00

Adjusted Ending Bank Balance: 909,887.41

Cash Account Balance: 909,887.41

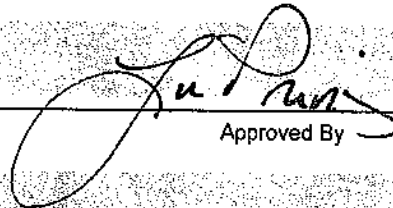
## Outstanding Check Listing

Check Date	Check Number	Payee	Amount
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Outstanding Check Total: 0.00



Prepared By



Approved By

# **CIVIL SERVICE POSITION RECOMMENDATION**

Upon my recommendation, Tina Badel (candidate name) is hereby recommended to be appointed to the ☐ provisional\* ☒ probationary\*\* ☐ permanent (check one) Civil Service ☐ substitute ☐ parttime ☒ full-time (check one) position of School Bus Driver (Civil Service job title).

\* The position is considered provisional if it is a Civil Service tested position and we did not hire from the list of eligibles. The candidate must take the test as soon as it is offered and be reachable on the eligible list to become a probationary employee.

\*\* If the position is probationary, please state what the probationary period will be. Probationary period is 52 weeks (max. 52 weeks).

The rate of pay will be \$ 25.00 per ☐ hour ☐ annum (will be pro-rated if hired after start of fiscal school year) (check one). All other terms and conditions are per the below applicable employment contract (check one):

☐ Office Personnel & Teachers' Aides Association

☒ Bus Driver's Association

☐ Service Employees International Union Local 200 United

☐ None Applicable

Additional Information/Comments: Tina Badel is currently a Subdriver with a CDL B license.

Jaime Verdigni  
Supervisor Signature

1/21/22  
Date

## **FOR BUSINESS/DISTRICT OFFICE USE ONLY**

For BOE Meeting on: 2/17/22 Candidate Start Date: 1/31/22

Replaces: \_\_\_\_\_ Payroll Budget Code: A 5510

### Attachments Required for Board Recommendation:

☐ Civil Service Application

☐ Reference Information

☐ Civil Service Approval

☐ Fingerprint Clearance

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BYRON-BERGEN CENTRAL SCHOOL DISTRICT  
OFFICE OF THE TRANSPORTATION COORDINATOR



January 20, 2022

Lori Prinz

RE: Tina Radel-School Bus Driver

Lori,

(4.5°/day)

I would like to recommend Tina Radel for the position of Full-time School Bus Driver starting January 31, 2022.

Tina is currently working for our department as a Sub Bus Driver. She is a huge asset to our department, jumping on any run that is available. With the CDL B, Tina can drive any vehicle on our fleet.

Let me know if you need any other information.

Jaime Vindigni



CIVIL SERVICE POSITION  
RECOMMENDATION

55

( on my recommendation, Chris Mattison (candidate name) is hereby recommended to be appointed to the ☐ provisional\* ☒ probationary\*\* ☐ permanent (check one) Civil Service ☐ substitute ☐ parttime ☒ full-time (check one) position of School Bus Driver (Civil Service job title).

\* The position is considered provisional if it is a Civil Service tested position and we did not hire from the list of eligibles. The candidate must take the test as soon as it is offered and be reachable on the eligible list to become a probationary employee.

\*\* If the position is probationary, please state what the probationary period will be. Probationary period is 52 weeks (max. 52 weeks).

The rate of pay will be \$ 25.00 per ☒ hour ☐ annum (will be pro-rated if hired after start of fiscal school year) (check one). All other terms and conditions are per the below applicable employment contract (check one):

☐ Office Personnel & Teachers' Aides Association

☒ Bus Driver's Association

☐ Service Employees International Union Local 200 United

☐ None Applicable

( ditional Information/Comments: Currently a sub driver since September 2021. Just got assigned a Contract run 2/7/22

Jaime Vudign  
Supervisor Signature

2/8/2022  
Date

FOR BUSINESS/DISTRICT OFFICE USE ONLY

For BOE Meeting on: 2/17/22 Candidate Start Date: 2/7/22

Replaces: \_\_\_\_\_ Payroll Budget Code: A5510

Attachments Required for Board Recommendation:

☐ Civil Service Application

☐ Reference Information

☐ Civil Service Approval

☐ Fingerprint Clearance

BYRON-BERGEN CENTRAL SCHOOL DISTRICT  
OFFICE OF THE TRANSPORTATION COORDINATOR



February 3, 2022

Lori Prinz

RE: Chris Mattison-School Bus Driver

Lori,

(5.5 hrs/day)

I would like to recommend Chris Mattison for the position of Full-time School Bus Driver starting February 7, 2022.

Chris is currently working for our department as a Sub Bus Driver. He is a huge asset to our department, jumping on any run that is available. With the CDL B, Chris can drive any vehicle on our fleet. Chris is also a 19-A Certified Examiner.

Let me know if you need any other information.

Jaime Vindigni

## OCCASIONAL BUS DRIVER

February 17, 2022

Upon the recommendation of the Superintendent and on motion of \_\_\_\_\_  
and seconded by \_\_\_\_\_, it is recommended that **Richard**  
**Hannan** be appointed as an **occasional driver** to drive passengers (utilizing a school  
van) to and from extracurricular activities sponsored by the school for the remainder of  
the 2021-2022 school year, when a Byron-Bergen bus driver is not available.

Aye \_\_\_\_\_

Nay \_\_\_\_\_

---

BYRON-BERGEN CENTRAL SCHOOL DISTRICT  
DEPARTMENT OF ATHLETICS



INTEROFFICE MEMORANDUM

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TO: PATRICK MCGEE; BOARD OF EDUCATION  
FROM: RICH HANNAN, ATHLETIC DIRECTOR; ASHLEY GRILLO HS PRINCIPAL *ag*  
SUBJECT: RECOMMENDATION MEMO  
DATE: FEBRUARY 8, 2022  
cc: Ashley Grillo, Brian Meister

I would like to recommend the following people to serve as coaches/advisors for the 2021-2022 school year.

Girls Track and Field  
Varsity Coach – Ken Rogoyski  
Assistant Coach – Ashley Hill

Boys Track and Field  
Varsity – Dave Bateman  
Assistant – pending

Baseball  
Varsity – Matt Ellis  
Modified – Pending

Softball  
Varsity – Jay Wolcott  
JV – Jessica Golino  
Modified – Claire Underwood  
Volunteers:  
Amy Phillips  
Rene Vurraro

Golf  
Varsity - Rich Hannan

Tennis –  
Varsity – Jason Blom  
Modified – Mike Conine

CIVIL SERVICE POSITION  
RECOMMENDATION

59

I, on my recommendation, Nicole Kochmanski (candidate name) is hereby recommended to be appointed to the ☐ provisional\* ☒ probationary\*\* ☐ permanent (check one) Civil Service ☒ substitute ☐ parttime ☐ full-time (check one) position of school bus driver (Civil Service job title).

\* The position is considered provisional if it is a Civil Service tested position and we did not hire from the list of eligibles. The candidate must take the test as soon as it is offered and be reachable on the eligible list to become a probationary employee.

\*\* If the position is probationary, please state what the probationary period will be. Probationary period is \_\_\_\_\_ weeks (max. 52 weeks).

The rate of pay will be \$ 20.50 per ☒ hour ☐ annum (will be pro-rated if hired after start of fiscal school year) (check one). All other terms and conditions are per the below applicable employment contract (check one):

☐ Office Personnel & Teachers' Aides Association

☐ Bus Driver's Association

☐ Service Employees International Union Local 200United

☐ None Applicable

( Additional Information/Comments: \_\_\_\_\_  
\_\_\_\_\_

Jaime Underly  
Supervisor Signature

2/8/22  
Date

FOR BUSINESS/DISTRICT OFFICE USE ONLY

For BOE Meeting on: 2/17/22 Candidate Start Date: 2/14/22

Replaces: \_\_\_\_\_ Payroll Budget Code: A5510

Attachments Required for Board Recommendation:

☐ Civil Service Application  
☐ Civil Service Approval

☐ Reference Information  
☐ Fingerprint Clearance

BYRON-BERGEN CENTRAL SCHOOL DISTRICT  
OFFICE OF THE TRANSPORTATION COORDINATOR



February 8, 2022

Lori Prinz

RE: Nicole Kochmanski-Sub Bus Driver

Lori,

I would like to recommend Nicole Kochmanski for the position of Sub Bus Driver starting February 14, 2022.

Nicole is comes to us with her CDL B license already. She came to us highly recommended from Pavilion School District, which she had been employed for 6 years.

Let me know if you need any other information.

Jaime Vindigni

BYRON-BERGEN CENTRAL SCHOOL DISTRICT  
OFFICE OF THE SCHOOL BUSINESS OFFICIAL



**TO:** PATRICK MCGEE  
**FROM:** LORI PRINZ  
**SUBJECT:** CONSTRUCTION MANAGEMENT CONTRACT  
**DATE:** JANUARY 20, 2021  
**CC:** ROGER CALDWELL, RACHEL STEVENS, PATRICIA GUNIO

Recommendation – The Board of Education approve the construction management contract with Campus Construction Management Group Inc. for their services to be provided for the duration of the 2021 capital project work (approximately 38 months).

Summary of contract – Fee commitments for construction management services with Campus Construction Management Group Inc. for the 2021 capital project work authorized by the voters in the amount of \$17,107,802. The construction manager shall provide the following professional services to assist with the renovation work at the Jr/Sr High School, Elementary, Natatorium and Bus Garage:

- Pre-construction
  - Budgeting & Budget Control
  - Scheduling
  - Constructability Reviews
  - Value Analysis
  - Pre-qualification and Contract Bidding
- Construction Administration
  - On-site administration of Contractors
  - Oversee safety programs
  - Assist with obtaining other professional services
  - Change order, RFI and submittal management
  - Schedules
  - Cost control, forecasting and reporting
  - Review and process pay applications
  - Punch list and Closeout

The following fees will be paid to Campus Construction Management Group Inc. for their services:

Pre-referendum Fee:	\$0
Pre-construction Fee:	\$100,100
Construction Fee:	\$661,894
Post Construction Fee:	\$30,006

Total estimated Cost: \$792,000 plus reimbursable expenses

# **AIA® Document C132™ – 2019**

## **Standard Form of Agreement Between Owner and Construction Manager as Adviser**

**AGREEMENT** made as of the Sixteenth day of December in the year Two Thousand Twenty One  
*(In words, indicate day, month and year.)*

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

Byron-Bergen Central School District  
 6917 W. Bergen Road  
 Bergen, NY 14416

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

Campus Construction Management Group Inc.

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

Byron-Bergen Central School District  
 2021 Capital Project

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

Clark Patterson Engineers Surveyor & Architect PC

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



## TABLE OF ARTICLES

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

## ARTICLE 1 INITIAL INFORMATION

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

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

## § 1.1.1 The

*(Paragraphs deleted)*

Owner issued a public request for proposal for retaining a Construction Manager to perform construction management services relating to the planning, design and construction for certain construction work for school facilities, including submission of that work to the New York State Education Department for review and approval.

## § 1.1.2 The Project's physical characteristics:

The project consists of two phases where renovation work will occur in four school buildings. The work will include but not be limited to window replacement, lighting replacements, sanitation line replacement, boiler and hot water system replacements, gymnasium renovation, locker room renovation, HVAC renovation, roofing replacement, site work, scoreboard replacement, masonry repointing, track resurfacing and other smaller items.

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

\$17,107,802 approved by voters 10/7/2021

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Phase I Design/District Review 11/1/2021-5/31/22

Init.

Phase I SED Review 6/1/22-9/30/22

Phase II Design/District Review 1/1/2022-8/31/2023

Phase II SED Review and Approval 9/1/2023-12/31/2023

.2 Construction commencement date:

Phase I -12/1/2022

Phase II -3/1/2024

.3 Substantial Completion date or dates:

Phase I - 8/31/2024

Phase II - 10/31/2024

.4 Other milestone dates:

Phase I and II Project Closeout as follows:

Phase I - 9/1/2024 through 10/31/24

Phase II - 11/1/2024 through 12/31/2024

§ 1.1.5 The Owner intends the following procurement method for the Project:  
(Identify method such as competitive bid or negotiated contract.)

Competitive bidding with multiple prime contracts in accordance with the NYS General Municipal Law

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)  
Project will consist of two phases.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:  
(List name, address, and other contact information.)

Patrick McGee, Superintendent of Schools

Init.

Lori Prinz, Business Administrator  
 Roger Caldwell, Director of Facilities  
 Byron-Bergen Central School  
 6917 West Bergen Road, Bergen, NY 14416  
 Telephone (585) 494-1220  
 Fax (585) 494-2613

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

*(List name, address, and other contact information.)*

§ 1.1.11 The Owner shall retain the following consultants and Contractors:

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

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:

*(List any other consultants retained by the Owner.)*

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:

*(List name, address, and other contact information.)*

Kevin Donaghue, Executive Vice President

Init.

1241 Pittsford-Victor Rd.  
Pittsford, NY 14534

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:  
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Kevin Donaghue, Project Executive  
Jason Hannon, Director of Project Development  
Connor Magiera, Project Manager  
Arthur Straub, Field Manager  
Johnathon Langdon, Sr. Estimator  
TBD, Administrative Assistant

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:  
(List name, legal status, address, and other contact information of any consultants.)

N/A

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

N/A

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

§ 1.5 The Construction Manager and Owner agree to proceed with the Project on the basis of mutual trust, good faith and fair dealing and shall cooperate with each other and with the Architect in furthering the Owner's interests. The Construction Manager shall exercise its skill and judgment in furnishing construction administrative and management services and shall perform its Services in an economical and timely manner. The Owner and Construction Manager shall endeavor to promote harmony and cooperation among all Project participants.

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## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

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

§ 2.2.1: The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services consistent with the applicable standard of care to have the Project completed in an expeditious and economical manner consistent with the interests of the Owner. The parties shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as the same may be amended by the Owner and the Architect, and a copy of which shall be provided to the Construction Manager. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than see attached insurance certificate attached hereto as Exhibit "A" (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than see attached insurance certificate attached hereto as Exhibit "A" (\$ ) per accident

for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than see attached insurance certificate attached hereto as Exhibit "A" (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than see attached insurance certificate attached hereto as Exhibit "A" (\$ ) per claim and (\$ ) in the aggregate.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:  
(List any items to be included that are not listed in Article 3 of E203-2013.)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

## ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

### § 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.1.1 Project Schedule It is recognize that Construction Manager cannot and will not be in control of the Architect's or Contractors' activities in connection with the Project, and therefore, Construction Manager cannot warrant or represent that the actual Project Schedule will be consistent with the estimated Milestone Schedule, nor does Construction Manager warrant or represent that the actual progress of design and construction will be consistent with the Milestone Schedule or any Project Schedule. The Construction Manager shall not be responsible for slippage

Init.

in the Project Schedule caused by Owner, its Architect or, its Contractors, nor for delays caused by Municipal or other authorities involved in the permitting and review process, or other factors not within the control of the Construction Manager.

### § 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect. It is recognized that although the Owner will provide information available regarding requirements for the Project, the Construction Manager is being retained to assist the Owner in developing the Project's requirements, objectives and schedule.

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

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and will work with the Owner, and any other professional they contract with, to assist with constructability reviews required by the State Education Department.

The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

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

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the

Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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

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

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

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. Such division of the Work shall comply with New York State General Municipal Law. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

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

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

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



§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.2.25: The scope of services that the Construction Manager shall provide during the pre-construction phase of the Project shall also include, but are not be limited to, the following:

Pre-Construction:

- Provide a schematic estimate of the proposed pre-referendum scope.
- Work with Architect and Owner to prepare project general conditions and phasing plans to be included in Contract Documents.
- Provide independent, in-house detailed project cost estimates at the completion of the following phases.
  - a) Schematic
  - b) Design Development
  - c) Construction Documents/Pre-bid
- Develop construction phasing schedule to be included in contract documents.
- Review construction documents and offer recommendations prior to establishing bid date.
- Sub-divide the scope of work by prime contract category to be included in the Contract Documents.
- Work with Architect and owner to determine the appropriate bid alternates for the project.

Bidding Phase:

- Work with Architect and Owner to determine the best bidding strategy for the Project.
- Recommend bidding schedule based on market conditions.
- Attend pre-bid walkthroughs.
- Attend bid opening(s).
- Thoroughly evaluate bids. Meet with bidders to review bids. Make recommendation of contract awards to the Board of Education.

### § 3.3 Construction Phase

#### § 3.3.1

The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect and the General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the projects and included in the bidding documents for the prime contractor's work on the projects.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in

accordance with the latest approved Project schedule and the Contract Documents. The Construction Manager's responsibility to coordinate shall not be construed as requiring Construction Manager to have control over the means, methods, techniques, sequences or procedures in connection with the Work of each of the Contractors, as these are solely the responsibility of the Contractors.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

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

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

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

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

1. Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
2. Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors'

Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified and that all necessary lien waivers and prevailing wage certifications have been duly received by the Construction Manager for the Contractors for the period covered by the Application for Payment.

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

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager, nor shall it relieve the Contractor of its obligations, duties and responsibilities for safety. The Construction Manager is not responsible for identifying unsafe practices of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager, and the Construction Manager's failure to stop unsafe practices shall not relieve the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager of its responsibility for safety. If the Construction Manager observes any unsafe practices by a Contractor or those for whom the Contractor is responsible, the Construction Manager shall immediately advise the Contractor of the practice the Construction Manager believes to be unsafe and, if not corrected by the Contractor, promptly notify the Owner for Owner action.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not

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conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors, it being understood that such review is not for the purpose of discovering design errors, omissions or inconsistencies in the submittals and that Construction Manager is not conducting such review in the capacity of a licensed design professional. To the extent Construction Manager discovers any design errors, omissions or inconsistencies, it shall promptly report such to the Owner, Architect, and Contractor in question. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

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

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§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

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

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

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

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

§ 3.3.22 The Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

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

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

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

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and

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Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

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

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 The scope of services that the Construction Manager shall provide during the construction phase of the Project shall also include, but are not be limited to, the following:

**Construction Phase and Closeout:**

- Establish and maintain an on-site office in office space provided by the Owner.
- Provide start-up assistance.
- Assist the Owner in procuring the necessary construction testing services for the Project.
- Notify Architect of any known deviation from Contract Documents.
- Coordinate all utility interruptions with School District administration.
- On-site inspection and supervision of all work in process including second shift, holiday and weekend work.
- Coordinate all site stored material locations and contractor staging.
- Coordination of all contractors' activities.
- Act as liaison between contractors and Owner and their designated representatives.
- Monitor the quality of the work for compliance with plans and specifications. Identify poor quality and non-conforming work for correction by contractors.
- Greet, escort and log all authorized visitors to the site. Prevent unauthorized visitors from entering the site.
- Review contractor safety procedures on an on-going basis.
- Solicit, review and approve construction schedules.
- Review and validate any time and material work.
- Collect, review, approve and distribute all contractor payment applications for progress verification.
- Review contractor change requests and proposals, negotiate as needed, and make recommendations to the Board of Education and Architect.
- With the Architect, prepare and issue Change Orders, Construction Directives and Allowance Access Authorizations for Construction Manager, Owner and Architect signature.
- Monitor construction schedules and initiate corrective action plans with contractors to remain on schedule.
- Prepare and maintain a master project schedule.
- Log and monitor all requests for information (RFIs).
- Maintain a daily log of activities on the jobsite.
- Log and maintain all project samples on site.
- Coordinate and monitor all required site and material testing during construction.
- Notify Architect in advance of required construction and testing observations to be witnessed by Architect or engineers.
- Coordinate and chair required contractor site meetings and distribute meeting notes.
- Coordinate and chair bi-weekly progress meetings and distribute meeting notes.
- Prepare and present progress reports to the School District Board of Education in a format agreed to by both parties.
- Maintain documentation and photographs of project progress.

- Monitor the progress of all project record drawings and initiate corrective actions with contractors to keep record drawings current.
- Maintain a file of all project documentation to be given to owner at project completion.
- Coordinate building occupancies and construction phasing to comply with the needs of the Board of Education.
- Coordinate punch list inspections and resolution of punch list items.
- Collect, review, approve, and distribute all closeout documentation for the project.
- Assist the Architect in preparing and issuing Certificates of Substantial Completion for the project.

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

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Architect/Owner
§ 4.1.1.2 Tenant-related services	Architect/Owner
§ 4.1.1.3 Commissioning	Architect/Owner
§ 4.1.1.4 Development of a commissioning plan	Architect/Owner
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Architect/Owner
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Architect/Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Architect/Owner
§ 4.1.1.8 Assistance with site selection	N/A
§ 4.1.1.9 Assistance with selection of the Architect	N/A
§ 4.1.1.10 Furnish land survey	N/A
§ 4.1.1.11 Furnish geotechnical engineering services	N/A
§ 4.1.1.12 Provide insurance advice	N/A
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	N/A
§ 4.1.1.14 Stakeholder relationships management	N/A
§ 4.1.1.15 Owner moving coordination	N/A
§ 4.1.1.16 Coordination of Owner's Separate Contractors	N/A
§ 4.1.1.17 Other Supplemental Services	N/A

##### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

*(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

To be determined based on the scope of work.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

#### § 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion



identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed by December 31, 2024, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

*(Paragraph deleted)*

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

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

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

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such

services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

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

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

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

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Owner and Architect shall include the Construction Manager in all communications that relate to or affect the Construction Manager's services or responsibilities. The Owner shall promptly notify the Construction Manager of the substance of any direct communications between the Owner and the Architect otherwise relating to the Project.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.16 The Construction Manager shall be furnished without charge all copies of drawings, specifications and other Construction Documents reasonably necessary for the execution of the Services.

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

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

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

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

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

#### § 6.5

*(Paragraphs deleted)*

In the event the estimated Cost of Work or the Cost of Work is exceeded at any time, Construction Manager as part of its Basic Services, shall recommend modifications as are necessary to eliminate such excess in order to bring costs within the budget. In the event the construction documents are completed and the actual bids for construction obtained by the Owner result in costs reasonably exceeding the latest established construction estimate, the Owner may approve the increased costs or cooperate with the Architect and Construction Manager if revising the scope of the Project is required to reduce the construction cost. Services for such revisions shall be considered part of Basic Services.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

### ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

### ARTICLE 8 CLAIMS AND DISPUTES

#### § 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with New York State Law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 Construction Manager shall indemnify and save harmless Owner and Owner's employees, officers, board members and agents from and against any and all liabilities, damages, and expenses, including attorneys' fees, of whatever kind or nature which Owner and Owner's employees, officers, board members and agents, may incur, or be required to pay, but only to the extent caused, in whole or in part, by the negligent acts, errors or omissions of Construction Manager, its agents or employees, regardless of whether or not such claim is caused in part by a party indemnified hereunder. Construction Manager's indemnity obligation shall not include indemnification of losses or claims resulting from the negligent acts, errors or omissions of any Contractor or Subcontractor on the Project.

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

## § 8.2 Mediation

§ 8.2.1 Subject to Section 8.2.1, All Claims, disputes, or other matters in controversy arising out of or related to this Agreement shall be subject to mediation at the sole discretion of the Owner. Upon the Construction Manager's notice of mediation, the Owner shall have 30 days to elect that the claims, disputes, or other matters in controversy noticed in the mediation demand not be subject to mediation as a precondition for the commencement of litigation. The Owner shall have no obligation to pay for and will not be responsible for any share of the mediator's fee and/or any filing fees for the mediation if the Owner elects to not proceed with the mediation as provided in this Section.

§ 8.2.2 Subject to Section 8.2.1, the Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 Subject to Section 8.2.1, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction in the County where the Project is located.
- ☐ Other: (Specify)

If the Owner and Construction Manager 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, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement through no

fault of the Construction Manager, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement.

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

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

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

§ 9.3.1 Owner's failure to make payments or its suspension of the Project shall not constitute grounds for the Construction Manager's termination of this Agreement or for additional compensation for payments so long as Owner's failure to make payments or its suspension of the Project is caused by or arises out of acts of God, weather, earth movement, lockout or labor shortages, restrictive governmental laws, regulations, recommendations, acts or omissions, executive orders, acts or directives of public officials or authorities, public declarations of emergency, epidemics, pandemics, or acts of war or terrorism which directly or indirectly affect the Project and/or the facilities and services of the Owner, without fault and beyond the reasonable control of the Owner (each, a "Force Majeure Event").

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:  
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

(Paragraph deleted)

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

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

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

#### § 10.6 HAZARDOUS MATERIALS

§ 10.6.1 A *Hazardous Material* is any substance or material identified now or in the future as toxic or hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up.

§ 10.6.2 **NOTIFICATION** If at any time prior to the commencement of or during the progress of the Work, the Owner is aware of the presence of any Hazardous Material at the project site, it shall promptly notify the Construction Manager in writing of the presence, location and composition of the Hazardous Material.

§ 10.6.3 **DISCOVERY** If any known or suspected Hazardous Material is discovered at the Project site, the Construction Manager shall immediately direct Contractor(s) to stop work in the immediate area of the condition and the Construction Manager shall immediately report the condition to the Owner.

§ 10.6.4 **REMEDATION** The Owner shall be solely responsible for corrective measures and/or remedial action. The Construction Manager shall not be required to resume its Services prior to receipt of certification by a mutually agreeable independent laboratory and approval by the appropriate government authority that the Hazardous Material has been removed or rendered harmless.

§ 10.6.5 **INDEMNIFICATION** To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Construction Manager and its subcontractors and suppliers, and the agents, officers, directors and employees, from and against any and all claims, damages, losses, fines, penalties, costs and expenses, whether direct, indirect or consequential, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with litigation or arbitration, arising out of or relating to the performance of the Services or the Work in any area affected by Hazardous Material. The Construction Manager shall defend, indemnify, and hold harmless the Owner and its agents, officers, directors and employees, from and against any claims, damages, losses, penalties, fines, costs and expenses, whether direct, indirect, or consequential, including reasonable attorneys' fees, but only to the extent caused by the Construction Manager's failure to report to the Owner or the Contractor(s) the existence of any Hazardous Material at the Project Site of which it knows or becomes aware.

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

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

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

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

.1 contains the following or equivalent language:

"To the fullest extent permitted by law, Contractor hereby agrees to indemnify and defend Owner, Construction Manager, their directors/trustees, officers, members, employees, agents and consultants ("Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, Contractor's subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. This provision shall survive the termination of this Agreement.

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

.3 contains the following or equivalent language:

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

In the event Contractor is unable to procure such coverage specifically naming the Construction Manager as an additional insured, Contractor shall notify the Owner and Construction Manager. Subject to the approval of Owner and Construction Manager, Contractor may provide a blanket additional insured endorsement in favor of the Construction Manager using ISO additional insured

endorsement form CG 20 38 (04/13) or an industry accepted endorsement with equivalent wording and coverage, provided that such coverage does not preclude coverage in favor of the Construction Manager based on its lack of privity with Contractor, nor limits such coverage to operations performed by Contractor for the Construction Manager. The Contractor shall provide the Construction Manager with a copy of said additional insured endorsement form."

**.4** contains the following language with respect to safety:

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

**§ 10.11** The Construction Manager shall not have any liability for or responsibility under any Owner-Contractor Contract executed by the Owner, or by the Construction Manager acting on behalf of the Owner; and the Construction Manager's activities as set forth in this Agreement shall imply no such liability or responsibility. Contractors and their subcontractors and suppliers are not intended to be and shall not be third-party beneficiaries of this Agreement.

**§ 10.12** 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.

**§ 10.13** Construction Manager agrees to comply with all New York State laws which may be applicable to this Agreement, and to require similar compliance from its subcontractors and consultants.

**§ 10.14** Construction Manager, 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.

**§ 10.15** Construction Manager 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. Construction Manager 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. Construction Manager 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 and information pertaining to unresolved questions which have been brought to Construction Manager's attention by written notice.

**§ 10.16** If at any time, any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions hereof shall, to the fullest extent permitted by the law, remain in full force and effect.

**§ 10.17** No failure on the part of either party to exercise and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

**§ 10.18** The Owner's approval, acceptance, use of or payment for all or any part of the Construction Manager's services hereunder shall in no way diminish or limit the Construction Manager's obligations and liabilities or the Owner's rights.



## ARTICLE 11 COMPENSATION

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

For Prerefendum services N/A.

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

For Preconstruction Services a total of One Hundred Thousand One Hundred Dollars (\$100,100) payable in Thirteen (13) equal monthly installments of \$7,700

§ 11.1.2 For Construction Phase Services in Section 3.3:

*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

For Construction Services a total of Six Hundred Sixty-One Thousand Eight Hundred Ninety Four Dollars (\$661,894) payable in Twenty Three (23) equal monthly installments of \$28,778.

For Post Construction Services a total of Thirty Thousand Six Dollars (\$30,006) payable in Two (2) equal monthly installments of \$15,003.

Total Lump Sum Contract amount Seven Hundred Ninety Two Thousand Dollars (\$792,000)

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

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

As may be mutually agreed, in writing between Owner and Construction Manager prior to performance

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

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

Construction Manager's Employee's time at a multiple of 2.25 times their direct personnel expenses plus reimbursable expenses, or as otherwise agreed between the parties. Additional Services may not be commenced without prior written approval of the Owner and, except as provided in Section 4.2.3, the Construction Manager shall have no obligation to provide Additional Services absent prior written approval of the Owner. Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, and insurance.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent ( %), or as follows:

*(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)*

N/A

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

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

N/A

Employee or Category

Rate (\$0.00)

#### § 11.6 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent ( 0 %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

*(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)*

#### § 11.8 Payments to the Construction Manager

##### § 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

##### § 11.8.2 Progress Payments

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

*(Insert rate of monthly or annual interest agreed upon.)*

Two percent (2%) per annum simple interest

§ 11.8.2.2 Should the Construction Manager or its consultants or subcontractors cause damage to the Project, or fail to carry out its services in accordance with this Agreement or otherwise be in default under the terms of this Agreement,

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the Owner, upon 30 days written notice to the Construction Manager specifying the claimed default or deficiency and providing an opportunity to cure, shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount reasonably sufficient to protect the Owner from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed. No such dispute or withholding shall relieve the Construction Manager of its responsibility to continue performing services pursuant to this Agreement, or the Owner of its responsibility to continue to make progress payments except to the extent withheld pursuant to this Section. The Owner shall not withhold amounts from the Construction Manager's compensation to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

*(Include other terms and conditions applicable to this Agreement.)*

§12.1 **Field Office** The Owner shall provide during the course of the Project a fully functional, equipped, and supplied field office for use by the Architect and Construction Manager; the field office shall include all furniture, equipment, telecommunication and data systems, mobile communications, and office supplies necessary to facilitated the construction process. At its option, the Owner may elect to require the Contractor for General Construction, as part of the Contract Documents requirements for that Construction Contract, to provide the fully functional, equipped, and supplied field office.

§ 12.2 **Construction Manager Signage** The Construction Manager may erect and maintain, at its own expense, its own corporate signage on the premises of the Project. The Construction Manager shall obtain the written approval of the Owner prior to the placement of any signage on or about the Project. The Owner shall have the right to review and approve, which approval shall not be unreasonably withheld, the format, content, amount, manner, and location of any signage by the Construction Manager on or about the Project.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

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

- .1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

☐ 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.)*

☐ Other Exhibits incorporated into this Agreement:

(  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

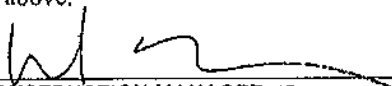
- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

| Exhibit "A" Campus Insurance Certificate

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

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

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

  
CONSTRUCTION MANAGER (Signature)

Mark Esposito, President

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

KD 1/14/22