

**BYRON-BERGEN CENTRAL SCHOOL**  
**Board of Education Meeting**  
**Thursday, April 7, 2022**  
**6:00 p.m. – Elementary Cafetorium**  
**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
	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 March 17, 2022
7-15	b. Financial Matters General Fund Bills
16	School Lunch Fund Bills
17-18	Federal Fund Bills
	c. Personnel Matters Resignations/Retirement: Resignation – Building Maintenance Worker – Ted Piendel (Eff. 4/30/22)
19	Approvals: 2021-2022 Spring Sport Coach/Advisor and Volunteer Recommendations
20	Additional Elementary 2021-2022 Extracurricular Activities Appointment
21	Permanent Appointment – Janet Copani (Eff. 4/19/22)
	d. Miscellaneous Matters None
	e. CSE/CPSE Review
	10. Board Reports/Comments
<b>REPORTS:</b>	<b>Final Draft Budget Presentation – Business Administrator &amp; Superintendent</b> <b>Winter Athletic Report – Athletic Director</b>
	11. Old Business
	11.1 Policy Committee Update
	11.2 Facilities Committee Update
+	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.

- |       |      |   |
|-------|------|---|
|       | 12.  | New Business  |
| 22-52 | 12.1 | Approval of Architects Contract with Clark Patterson Lee for the 2021 Capital Improvement Project |
| 53    | 12.2 | Approval of Changes to June 2022 Board of Education Dates   |
| 54-55 | 12.3 | Approval of 2022-2023 Budget and Propositions   |
|       | 13.  | Public Comment  |
|       | 14.  | Information/Announcements/Reports   |
|       | 15.  | Requests Requiring Board Consideration  |
|       | 16.  | Review of Next Meeting's Agenda   |

DATES TO REMEMBER:

04/11-18/22 – Spring Recess

04/25/22 – Board of Education Meeting at 6:00 p.m. – Professional Development Room

05/17/22 – B-B Budget/Proposition Vote & Board Candidate Election 12:00 p.m.-9:00 p.m. – Jr./Sr. High Wrestling Room

**BYRON-BERGEN CENTRAL SCHOOL  
BOARD OF EDUCATION MEETING  
Thursday, March 17, 2022  
6:00 p.m. – Professional Development Room**

**Tour of Bus Garage at 5:00 p.m.**

**Call to Order:** The meeting was called to order at 5:01 p.m. by President D. List.

**Members Present:** D. List, Y. Ace-Wagoner, K. Carlson (left at 5:54 p.m.), W. Forsyth, T. Menzie, A. Phillips (arrived at 5:27 p.m.), J. VanValkenburg

**Members Absent:** None

**Executive Session:** It was moved by W. Forsyth and seconded by K. Carlson to enter executive session at 5:28 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 and collective negotiations pursuant to Article 14 of the Civil Service Law.  
The motion passed 7 Yes, 0 No.

**Return to Public Session:** It was moved by W. Forsyth and seconded by Y. Ace-Wagoner to return to public session at 5:55 p.m.  
The motion passed 6 Yes, 0 No.

**Also Present:** P. McGee, L. Prinz, R. Stevens, A. Grillo, B. Brown, and 19 members of the audience.

**President's Report:** D. List welcomed all of families who came out to the Board meeting. She stated that the Board toured the Bus Garage and it was in acceptable condition.

**Academic Focus:** None

**Student Council Report:** Several students from the Elementary Student Council explained how Byron-Bergen Elementary School was certified as a Kindness Certified School through Kids for Peace. The Elementary Student Council decided to extend the week long Kindness Challenge to a full month. On Valentine's Day, student council members put red hearts on all vehicles in the faculty parking lots.

**Principals' Comments:** A. Grillo reported:  
- The Professional Development Room was recently updated and school colors were incorporated.

- With the nice weather, physical education classes have been able to go outdoors.
- Spring sports started on Monday.
- March is Women's History Month; everyday in March, a different woman in history is highlighted on the morning announcements. The highlight includes name, accomplishments, and background.
- "Learning with STEAM," the annual Tech Wars returned and was held at GCC. Several students from Byron-Bergen competed in the competition; Caleb Carlson was recognized as the Tech Wars Scholarship Award winner.

B. Brown reported:

- Two teams of eight students from C. Schroth's class also competed in the "Learning with STEAM" Tech Wars at GCC.
- Elementary students are having their own March Madness in a Tournament of Books. They are reading through a book bracket and voting for their favorite book.
- New York State assessments are coming up in the next few weeks.
- Elementary Open House is scheduled for April 5<sup>th</sup> at 6:00 p.m.

Director Of  
Instructional  
Services  
Comments:

B. Brown reported tomorrow is the last Superintendent's Conference Day; K-12 science teachers will all be collaborating together to work on the new curriculum guidelines. Training will be held on the new Ed Law 2-D. Annual reviews are being held for Special Education.

Business  
Administrator  
Comments:

L. Prinz stated that the architect contract will be up for approval at the next meeting. Both the Senate and Assembly endorsed the Governor's State Aid increase of 3% for school budgets. There is a proposal to increase capital outlay project thresholds from \$100,000 to \$250,000 and a proposal to increase money given for UPK programs. By 2035 all vehicles would need to be zero emission.

Superintendent's  
Comments:

P. McGee reported Happy St. Patrick's Day and he's hoping for spring to stay. There are three new items for approval under New Business 12.2 Approval of Appointment of Independent Hearing Officer (IHO) – Jeanne Keefe, 12.3 Approval of Impartial Hearing Officer Compensation Rates, and 12.4 Approval of LTS Category II (Grade 6) – Rebecca Kinsey (Eff. 3/21/22).

Consent Agenda:

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

#### Approval of Minutes

March 3, 2022

#### Financial Matters

General Fund Bills: Warrant A-57, Ck. # 21886-21887, \$20,669.76

Warrant A-58, Ck. # 21888-21893, \$11,488.40



Warrant A-60, Ck. # 21894-21940, \$545,946.56  
 School Lunch Fund Bills: Warrant C-15, Ck. # 200858-200862, \$22,181.79  
 Federal Fund Bills: Warrant F-15, Ck. # 400381-400382, \$754.79  
 Trust & Agency Fund Bills: Warrant TA-18, Wire # 1473-1477,  
 Ck. # 300986-300995, \$437,672.87  
 Warrant TA-19, Wire # 1478-1481,  
 Ck. # 300996-301003, \$430,670.98

Monthly Treasurer's Report – February 2022

Personnel Matters

Resignations/Retirement:

Retirement – Elementary Teacher – Kelly Heilemann (Eff. 6/30/22)

Approvals:

Substitute Teacher (Grades 6-12) – Lindsey Lovett

Cleaner – Noah Wallner (Eff. 3/18/22)

Part-Time Cleaner – Laurie Hopf (Eff. 3/18/22)

2021-2022 Spring Sport Coach/Advisor Recommendation

Track & Field

JV – Lindsey Lovett

Miscellaneous Matters

Field Trip – FFA – NYS FFA Convention, Syracuse, NY –  
 5/12-14/22

CSE/CPSE Review

CSE

Case # 3271, # 4795

CPSE

Case # 4771, # 4776

The motion passed 6 Yes, 0 No

Reports:

Transportation Update – Transportation Coordinator  
 J. Vindigni and J. Bridge toured the Bus Garage with the Board. They discussed the plan proposed by the State for electric buses, the new Federal guidelines for CDL licenses, Transfinder, and Byron-Bergen's current bus fleet, and bus driver/aide shortages.

Policy Committee  
 Update:

None

Facilities  
 Committee  
 Update:

None

Budget Committee  
 Update:

L. Prinz presented the first draft of the 2022-2023 Budget. The Budget Hearing is on May 10<sup>th</sup> at 6:00 p.m. in the Jr./Sr. High Auditorium. The Budget Vote is May 17<sup>th</sup> from 12:00 p.m. - 9:00 p.m. in the Jr./Sr. High Fitness Room.

Audit Committee  
Update: None

SOAR Update: P. McGee met with R. Molisani on March 16<sup>th</sup> to discuss current SOAR agreements and the possibility of extra-curricular SOAR agreements. A meeting will be scheduled in April/May to discuss these in more depth.

Positive  
Recognition: None

Approval –  
2022-2023  
Instructional  
Calendar Upon the recommendation of the Superintendent, it was moved by W. Forsyth and seconded by J. VanValkenburg to approve the 2022-2023 Instructional Calendar.  
The motion passed 6 Yes, 0 No.

Approval –  
Appointment of  
Independent  
Hearing Officer  
(IHO) – Jeanne  
Keefe Upon the recommendation of the Superintendent, it was moved by Y. Ace-Wagoner and seconded by A. Phillips to approve the Appointment of Independent Hearing Officer (IHO) – Jeanne Keefe. She was contacted utilizing the New York State Education Department IHO Rotational List and has submitted a Statement of IHO Availability.  
The motion passed 6 Yes, 0 No.

Approval –  
Impartial  
Hearing  
Officer  
Compensation  
Rates Upon the recommendation of the Superintendent, it was moved by W. Forsyth and seconded by T. Menzie to approve the Impartial Hearing Officer Compensation Rates.  
A Resolution of the  
Byron-Bergen Central School District  
Board of Education  
March 17, 2022

RESOLVED, that the Board of Education of the Byron-Bergen Central School District, upon recommendation of the Superintendent of Schools, shall compensate Impartial Hearing Officers who have been certified by the Commissioner of Education of the State of New York to serve as Impartial Hearing Officers in accordance with Education Law Section 4404(l) and 8 N.Y.C.R.R. Section 200.1(x), at the following rates for services and expenses:

- [1] Certified Impartial Hearing Officers shall be compensated at the rate of one hundred dollars (\$100) per hour for time spent in pre-hearing, hearing, and post-hearing activities of researching and writing a decision. The District does not and will not pay for hearing dates which are adjourned or cancelled, regardless of the reason, when the adjournment or cancellation is on two or more business day's notice.

- [2] Certified Impartial Hearing Officers will be reimbursed for reasonable and customary office expenses of photocopying, postage and facsimiles incurred, and for travel time to and from the hearing at the rate of forty (\$40) per hour.
- [3] Automobile travel shall be reimbursed at the then-current per mile rate which is established from time-to-time for travel by District employees and representatives.
- [4] Airline or train travel shall be reimbursed at the actual reasonable costs incurred by the Impartial Hearing Officer.
- [5] The District will reimburse Impartial Hearing Officers for the cost of their lodging up to eighty (\$80) per night with receipt submitted or fifty-five dollars (\$55) per night without receipt submitted for hearing dates that fall on consecutive days.

The motion passed 6 Yes, 0 No.

Approval –  
LTS Category  
II (Gr. 6) –  
Rebecca Kinsey  
(Eff. 3/21/22)

Upon the recommendation of the Superintendent, it was moved by J. VanValkenburg and seconded by Y. Ace-Wagoner to approve the Long-Term Substitute Category II (Grade 6) – Rebecca Kinsey (Eff. 3/21/22).

Rebecca Kinsey, who is eligible for initial certification in Childhood Education (Gr. 1-6) and Students with Disabilities (Gr. 1-6) (pending) in the public schools of New York State, is hereby appointed to the temporary position of (Category II) Long-Term Substitute Elementary Education Teacher (Gr. 6) commencing March 21, 2022 through June 24, 2022 (for M. Wahl). 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.

The motion passed 6 Yes, 0 No.

Public Comment: None

Information/Announcements/Reports:  
None

Requests Requiring Board Consideration:

D. List will not be at the April 7<sup>th</sup> meeting and Y. Ace-Wagoner will act on her behalf.

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 T. Menzie to adjourn the meeting at 7:05 p.m.

The motion passed 6 Yes, 0 No.

# BYRON BERGEN CSD

Check Wa... it Report For A - 61: GENERAL FUND - 3/11/22 For Dates 3/11/2022 - 3/11/2022



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21941	A 2110.450-03-0000	03/11/2022		MAT & SUPPLY - HS	644 CHASE CARD SERVICES	NASSP		2/11/22	210111	889.69 ✓	1,086.50
									<b>Check Total:</b>	<b>889.69</b>	
21942	A 1620.400-06-0000	03/11/2022		7423 FIRST WESTERN EQUIPMENT	FINANCE						
21943	A 1620.400-06-0000	03/11/2022		5208 ROCHESTER GAS AND ELECTRIC				3214738	210135	1,758.03 ✓	1,758.03
									<b>Check Total:</b>	<b>1,758.03</b>	
21944	A 1620.400-06-7012	03/11/2022		CUST - CONTRACT GAS				2/1/22-2/28/22	210034	2,517.04 ✓	2,517.04
	A 5530.400-11-7012			CONTRACTUAL - NATURAL GAS				2/1/22-2/28/22	210341	160.66 ✓	160.66
									<b>Check Total:</b>	<b>2,677.70</b> ✓	
21945	A 1620.400-06-7012	03/11/2022		6095 UGI ENERGY SERVICES LLC				G5253080	210365	13,174.01 ✓	13,174.01
	A 5530.400-11-7012			CONTRACTUAL - NATURAL GAS				G5253080	210378	840.89 ✓	840.89
									<b>Check Total:</b>	<b>14,014.90</b> ✓	
21946	A 5510.450-11-6406	03/11/2022		6398 VALLEY ENERGY SERVICES LLC				404471	210342	2,162.11 ✓	2,162.11
	A 5510.450-11-6400			MAT & SUPPLY - DIESEL FUEL				404469	210343	666.22 ✓	666.22
									<b>Check Total:</b>	<b>2,828.33</b>	
21947	A 5530.400-11-7013	03/11/2022		3913 VERIZON WIRELESS				9900740506	210002	75.98 ✓	75.98
				CONTRACTUAL - TELEPHONE					<b>Check Total:</b>	<b>75.98</b>	
21948	A 1620.400-06-7009	03/11/2022		3962 WASTE MANAGEMENT OF NY LLC				0556156-2225-9	210123	551.07 ✓	551.07
	A 5530.400-11-7006			CUST - CONTRACT WASTE REMOVAL				0556157-2225-7	210344	88.40 ✓	88.40
	A 1620.400-06-7009			CONTRACTUAL - WASTE DISPOSAL				0556155-225-1	210123	331.47 ✓	331.47
	A 1620.400-06-7009			CUST - CONTRACT WASTE REMOVAL				0556154-2225-4	210123	661.07 ✓	661.07
									<b>Check Total:</b>	<b>1,632.01</b>	

# BYRON BERGEN CSD

Check Warrant Report For A - 61: GENERAL FUND - 3/11/22 For Dates 3/11/2022 - 3/11/2022

Check #	Account	Check Date	Vendor ID	Vendor Name	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
Number of Transactions: 7									
								23,876.64	
								23,876.64	
								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 \$23,876.64. 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.

3/17/22 Seresia Mendenhall claims auditor  
 Date Signature Title

## BYRON PERGEN CSD

Check Wait Report For A - 63: GENERAL FUND - 3/18/22 For Dates 3/18/2022 - 3/18/2022



Check #	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21948	03/18/2022		4898 A-VERDI STORAGE CONTAINERS							
A 1621.400-06-7007			MAINT - CONTRACT			1431495	210127		99.00	99.00
A 1621.400-06-7007			MAINT - CONTRACT			1430122	210127		99.00	99.00
A 1621.400-06-7007			MAINT - CONTRACT			1428657	210127		109.00	109.00
A 1621.400-06-7007			MAINT - CONTRACT			1431496	210127		109.00	109.00
A 1621.400-06-7007			MAINT - CONTRACT			1430123	210127		99.00	99.00
A 1621.400-06-7007			MAINT - CONTRACT			1428234	210127		109.00	109.00
A 1621.400-06-7007			MAINT - CONTRACT			1430619	210127		99.00	99.00
A 1621.400-06-7007			MAINT - CONTRACT			1428235	210127		99.00	99.00
Check Total:									822.00	
21949	03/18/2022		6834 AMERICAN RED CROSS							
A 2855.450-10-5000			ATHLETIC - MAT & SUPPLY			22398206	210680		123.00	123.00
Check Total:									123.00	
21950	03/18/2022		6702 BATAVIAS ORIGINAL PIZZERIA							
A 2855.450-10-5000			ATHLETIC - MAT & SUPPLY			220309-01-50	210091		218.25	218.25
Check Total:									218.25	
21951	03/18/2022		508 BUS PARTS WAREHOUSE							
A 5510.450-11-6407			MAT & SUPPLY - BUS/EQUIP PARTS			IN143941	210698		75.32	75.32
Check Total:									75.32	
21952	03/18/2022		5927 WAYNE DONNELLY							
A 2855.400-10-5000			ATHLETIC - CONTRACT			3/8/22 MOD BOYS BBALL			74.40	
A 2855.400-10-5000			ATHLETIC - CONTRACT			3/8/22 MOD GIRLS BBALL			74.40	
A 2855.400-10-5000			ATHLETIC - CONTRACT			3/9/22 MOD BOYS BBALL			74.40	
A 2855.400-10-5000			ATHLETIC - CONTRACT			3/9/22 MOD GIRLS BBALL			82.40	
Check Total:									305.60	
21953	03/18/2022		7001 EMPIRE TRACTOR INC							
A 1622.450-00-0000			GROUNDS - MAT & SUPPLY			BC79409	210136		1,318.21	1,318.21
Check Total:									1,318.21	
21954	03/18/2022		1306 FULLERINO'S							
A 1620.450-06-7011			CUST - MAT & SUPPLY			11351	210396		62.79	62.79
Check Total:									62.79	



# BYRON BERGEN CSD

Check Worksheet Report For A - 63: GENERAL FUND - 3/18/22 For Dates 3/18/2022 - 3/18/2022



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21955	A 2110.400-00-0000	03/18/2022	6208	GENESEE COUNTY SHERIFF OFFICE	CONTRACTUAL			BBSRO-MARCH22	210024	62.79	✓
										8,248.30	✓
										8,248.30	
21956	A 2810.450-03-0000	03/18/2022	1366	GENESEE COUNTY YOUTH BUREAU	GUIDANCE - MAT & SUPPLY HS			2022 YOUTH RECOG BANQUET	210693	100.00	✓
								2022 YOUTH RECOG BANQUET	210691	25.00	✓
								2022 YOUTH RECOG BANQUET	210693	50.00	✓
										175.00	
21957	A 2855.400-10-5000	03/18/2022	5361	RICHARD HANNAN	ATHLETIC - CONTRACT			MILEAGE REIMBURSEMENT		285.48	✓
								MEAL REIMBURSEMENT		424.58	✓
										710.06	✓
21958	A 5510.450-11-6408	03/18/2022	7094	HAUN WELDING SUPPLY	MAT & SUPPLY - TANKS & REFILLS			W498562	210327	68.48	✓
										68.48	
21959	A 1620.450-06-7011	03/18/2022	6601	HILLYARD INC/ NY	CUST - MAT & SUPPLY			604659224	210047	32.65	✓
								604655514	210047	816.25	✓
										848.90	
21960	A 2855.400-10-5000	03/18/2022	7167	DEVIN HOUSEMAN	ATHLETIC - CONTRACT			3/2/22 MOD GIRLS BBALL		82.40	✓
								3/8/22 MOD BBALL		74.40	✓
								3/2/22 MOD BOYS BBALL		74.40	✓



# BYRON RERGEN CSD

Check Worksheet Report For A - 63: GENERAL FUND - 3/18/22 For Dates 3/18/22 - 3/18/2022



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
A 2855.400-10-5000				ATHLETIC - CONTRACT				3/8/22 MOD BBALL		74.40	✓
21961		03/18/2022		1782 INTEGRATED THERAPY SERVICES							
A 2250.400-01-0000				SPEC ED - CONTRACT ELEM				BB2.2022	210056	14,173.50	✓
A 2250.400-03-0000				SPEC ED - CONTRACT HS				BB2.2022	210056	2,276.50	✓
									Check Total:	16,450.00	✓
21962		03/18/2022		1843 JOES AWARDS & TROPHIES							
A 2855.450-10-5000				ATHLETIC - MAT & SUPPLY				7118	210102	255.00	✓
									Check Total:	255.00	
21963		03/18/2022		6620 JOSTENS							
A 2110.450-03-0000				MAT & SUPPLY - HS				27833581	210570	263.83	✓
A 2110.450-03-0000				MAT & SUPPLY - HS				28026171	210570	9.09	✓
									Check Total:	272.92	
21964		03/18/2022		1998 LAKESHORE LEARNING							
A 2110.450-01-READ				MAT & SUPPLY - READING				691370030822	210663	191.46	✓
									Check Total:	191.46	
21965		03/18/2022		6674 LAKESTREET FLORIST & GIFT SHOP							
A 2855.450-10-5000				ATHLETIC - MAT & SUPPLY				2054	210086	23.00	✓
									Check Total:	23.00	
21966		03/18/2022		2047 LEONARD BUS SALES INC							
A 5510.450-11-6402				MAT & SUPPLY - OIL, FLUIDS, LUBRICANTS, ETC				X103000625:01	210656	997.54	✓
											997.54
									Check Total:	997.54	
21967		03/18/2022		2088 LINSTAR INC							
A 1310.450-05-0000				BUS ADMIN - MAT & SUPPLY				106131	210694	209.36	✓
									Check Total:	209.36	
21968		03/18/2022		7626 MARCELLO, MORGAN							
A 2110.450-03-0000				MAT & SUPPLY - HS				REIMBURSEMENT		49.56	✓
									Check Total:	49.56	
21969		03/18/2022		2233 MATTHEWS BUSES INC							
A 5510.450-11-6407				MAT & SUPPLY - BUS/EQUIP PARTS				X600022545:01	210382	932.18	✓
											705.48

# BYRON BERGEN CSD

Check Worksheet Report For A - 63: GENERAL FUND - 3/18/22 For Dates 3/18/22 - 3/18/2022



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21970	A 5510.450-11-6407	03/18/2022		5408 MUSIC THERAPY PATHWAYS	MAT & SUPPLY - BUS/EQUIP PARTS	#83 CLAMP, V BAND		X600022932:01	210382	151.04 ✓	151.04
	A 5510.450-11-6407				MAT & SUPPLY - BUS/EQUIP PARTS	CREDIT		X600022931:01	210382	-226.70 ✓	0.00
									<b>Check Total:</b>	<b>856.52</b>	
21971	A 2250.400-01-0000	03/18/2022		5408 MUSIC THERAPY PATHWAYS	SPEC ED - CONTRACT ELEM			22-FEB	210057	255.00 ✓	255.00
									<b>Check Total:</b>	<b>255.00</b>	
21972	A 5510.450-11-6407	03/18/2022		7172 NAPA WEST RIDGE	MAT & SUPPLY - BUS/EQUIP PARTS	#56 BRAKES		52717	210331	167.85 ✓	167.85
									<b>Check Total:</b>	<b>167.85</b>	
21973	A 2110.450-03-CORN	03/18/2022		7623 NATIONAL ASSOCIATION OF AGRICULTURAL EDUCATORS INC	MAT & SUPPLY - CORNELL AG OUTREACH			C210590	210713	1,515.00 ✓	1,515.00
									<b>Check Total:</b>	<b>1,515.00</b>	
21974	A 2855.400-10-5000	03/18/2022		2583 MATT NILSEN	ATHLETIC - CONTRACT			3/2/22 MOD BOYS BBALL		74.40 ✓	
	A 2855.400-10-5000				ATHLETIC - CONTRACT			3/9/22 MOD GIRLS BBALL		82.40 ✓	
	A 2855.400-10-5000				ATHLETIC - CONTRACT			3/2/22 MOD GIRLS BBALL		82.40 ✓	
	A 2855.400-10-5000				ATHLETIC - CONTRACT			3/9/22 MOD BOYS BBALL		74.40 ✓	
									<b>Check Total:</b>	<b>313.60</b>	
21975	A 2630.460-01-0000	03/18/2022		7584 NO TEARS LEARNING, INC. DBA LEARNING WITHOUT TEARS	TECH - SOFTWARE - ES			INV135452	210569	175.00 ✓	175.00
									<b>Check Total:</b>	<b>175.00</b>	
21976	A 2250.472-03-0000	03/18/2022		2591 NORMAN HOWARD SCHOOL	SPEC ED TUITION - PRIVATE - HS			2022-303	210059	13,804.70 ✓	13,804.70
	A 2250.472-03-0000				SPEC ED TUITION - PRIVATE - HS			2022-A303	210059	1,913.10 ✓	1,913.10
									<b>Check Total:</b>	<b>15,717.80</b>	

## BYRON BERGEN CSD

Check Worksheet Report For A - 63: GENERAL FUND - 3/18/22 For Dates 3/18/22 - 3/18/2022



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21977	A 5510.400-11-6300	03/18/2022		CONTRACT - DRIVER PHYSICALS	19A PHYSICAL & DRUG TEST			6200	210335	138.00 ✓	138.00
21978	A 1010.450-04-0000	03/18/2022	2857	PENFIELD TROPHIES	BOARD OF ED MAT / SUPP			2022 ALUMNI HALL OF FAME	210717	540.00 ✓	540.00
21978	A 5510.400-11-6100	03/18/2022	2861	PENN POWER SYSTEMS	CONTRACT - REPAIRS TO BUSES			4325289	210697	594.84 ✓	600.00
21979	A 2855.400-10-5000	03/18/2022	7594	DAVE PERO	ATHLETIC - CONTRACT			3/11/22 MOD GIRLS BBALL		74.40 ✓	
								3/11/22 MOD BOYS BBALL		74.40 ✓	
21980	A 2110.450-01-READ	03/18/2022	6494	PIONEER VALLEY BOOKS	MAT & SUPPLY - READING			1227854	210662	119.90 ✓	130.80
21981	A 1310.450-05-0000	03/18/2022	3017	QUILL CORPORATION	BUS ADMIN - MAT & SUPPLY			23636109	210696	320.32 ✓	345.54
21982	A 2250.450-01-0000	03/18/2022	7391	REALLY GREAT READING COMPANY, LLC	SPEC ED - MAT & SUPPLY ELEM			32662	210657	838.88 ✓	838.88
21983	A 2250.400-01-0000	03/18/2022	3220	RUFFELL REIMBURSEMENTS	SPEC ED - CONTRACT ELEM			3316	210021	150.00 ✓	150.00
21984	A 2110.480-03-ENGL	03/18/2022	3285	SCHOLASTIC	TEXTBOOKS - ENGLISH			M7175559 9	210683	109.89 ✓	109.89
	A 2110.480-03-MATH			TEXTBOOKS - MATH				M7117740 6	210714	573.75 ✓	573.75

# BYRON BERGEN CSD

Check Warrant Report For A - 63: GENERAL FUND - 3/18/22 For Dates 3/18/2022 - 3/18/2022



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
21985	A 2855.400-10-5000	03/18/2022	3349	SECTION V					Check Total:	683.64	
	A 2855.400-10-5000			ATHLETIC - CONTRACT			2/22/22 BOYS SECTIONAL			1,080.00	✓
	A 2855.400-10-5000			ATHLETIC - CONTRACT			2/26/22 GIRLS SECTIONAL			800.00	✓
21986	A 2815.400-03-0000	03/18/2022	4655	AMY STEVENS					Check Total:	1,880.00	✓
	A 2815.400-03-0000			HLTH - CONTRACT HS			MILEAGE REIMBURSEMENT			34.05	✓
21987	A 2110.451-00-2110	03/18/2022	3767	TOSHIBA BUSINESS SOLUTIONS					Check Total:	34.05	✓
	A 2110.451-00-2110			MAT & SUPPLY - CENTRAL SUPPLIES				5724807	210014	140.76	✓
21988	A 5510.450-11-6406	03/18/2022	6398	VALLEY ENERGY SERVICES LLC					Check Total:	140.76	
	A 5510.450-11-6406			MAT & SUPPLY - DIESEL FUEL				406328	210342	2,278.68	✓
	A 5510.450-11-6400			MAT & SUPPLY - GASOLINE				406327	210343	2,157.08	✓
21989	A 2855.450-10-5000	03/18/2022	2057	VILLAGE PHYSICAL THERAPY					Check Total:	4,435.76	
	A 2855.450-10-5000			ATHLETIC - MAT & SUPPLY				5030	210682	250.00	✓
21990	A 1420.400-05-0000	03/18/2022	5736	WEBSTER SZANYI LLP					Check Total:	250.00	
	A 1420.400-05-0000			LEGAL - CONTRACTUAL				48258	210019	132.50	✓
	A 1420.400-05-0000			LEGAL - CONTRACTUAL				48259	210019	424.00	✓
21991	A 2855.400-10-5000	03/18/2022	7024	WESTERN NEW YORK MEDICAL PRACTICE PC					Check Total:	556.50	
	A 2855.400-10-5000			ATHLETIC - CONTRACT				1649	210479	1,359.88	✓
21992	A 2855.400-10-5000	03/18/2022	4117	JEF YOUNGS					Check Total:	1,359.88	
	A 2855.400-10-5000			ATHLETIC - CONTRACT				3/11/22 MOD BOYS BBALL		74.40	✓
	A 2855.400-10-5000			ATHLETIC - CONTRACT				3/11/22 MOD GIRLS BBALL		74.40	✓

# BYRON BERGEN CSD

Check Warrant Report For A - 63: GENERAL FUND - 3/18/22 For Dates 3/18/22 - 3/18/2022



Check #	Account	Check Date	Vendor ID	Vendor Name	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
Number of Transactions: 45										
Check Total: 148.80										
Warrant Total: 63,221.25										
Vendor Portion: 63,221.25										
Payroll Portion: 0.00										

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 45 in number, in the total amount of \$ 63,221.25. 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.

3/17/22 Date  
Jessica Mendelsohn Signature  
claims auditor Title

## BYRON BERGEN CSD

Check Voucher Report For C - 17: SCHOOL LUNCH FUND - 3/18/22 For Date 3/18/2022 - 3/18/2022



Check #	Account	Check Date	Vendor ID	Vendor Name	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
200863	C 2860.410-00-0000	03/18/2022	5912	AMERICAN FRUIT & VEGETABLE CO						
				FOOD PURCHASE - LUNCH		0836554-IN	210061		127.30	127.30
				FOOD PURCHASE - LUNCH		0836544-IN	210061		174.85	174.85
							Check Total:		302.15	
200864	C 2860.410-00-0000	03/18/2022	5909	HERSHEYS ICE CREAM						
				FOOD PURCHASE - LUNCH		INVE0017515439	210066		284.16	284.16
							Check Total:		284.16	
200865	C 2860.410-00-0000	03/18/2022	6698	LATINA FOODS						
				FOOD PURCHASE - LUNCH		1344524B	210069		1,332.85	1,332.85
							Check Total:		1,332.85	
200866	C 2860.411-00-0000	03/18/2022	2178	MAID-RITE SPECIALTY FOODS INC						
				FOOD - COMMODITIES		28319904	210071		163.20	163.20
							Check Total:		163.20	
200867	C 2860.400-00-0000	03/18/2022	7092	SHAWNA TUTTLE						
				CONTRACTUAL EXPENSE		MILEAGE REIMBURSEMENT			9.59	
							Check Total:		9.59	
200868	C 2860.410-00-0000	03/18/2022	3870	UPSTATE NIAGARA COOPERATIVE						
				FOOD PURCHASE - LUNCH		273299	210080		1,069.47	1,069.47
				FOOD PURCHASE - LUNCH		273300	210080		66.76	66.76
							Check Total:		1,136.23	
							Warrant Total:		3,228.18	
							Vendor Portion:		3,228.18	
							Payroll Portion:		0.00	

Number of Transactions: 6

## Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 6 in number, in the total amount of \$ 3,228.18. 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.

3/17/22 Susan Markula Claims Auditor

Date

Signature

Title



# BYRON BERGEN CSD

Check W...nt Report For F - 16: FEDERAL FUND - 3/18/22 For Dates 3/18/22 - 3/18/2022



Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
400383	F 2115.400-00-PTEC	03/18/2022		7556 INC. AVI FOODSYSTEMS	PTECH - CONTRACTUAL			CTR000325616	210687	13.50	13.50
									<b>Check Total:</b>	<b>13.50</b>	
400384	F 2115.400-00-PTEC	03/18/2022		7319 C & F TRANSPORTATION INC.	PTECH - CONTRACTUAL			FEBRUARY 2022	210546	4,900.00	4,900.00
									<b>Check Total:</b>	<b>4,900.00</b>	
400385	F 2250.401-18-0611	03/18/2022		4486 CP ROCHESTER	CONTRACTUAL-FLOW THRU			21-22 FLOW THROUGH 611	210408	743.04	743.04
								21-22 ARP FLOW THROUGH 611	210689	497.00	497.00
								21-22 ARP FLOW THROUGH 619	210689	536.00	536.00
								21-22 FLOW THROUGH 619	210408	343.04	343.04
									<b>Check Total:</b>	<b>2,119.08</b>	
400386	F 2115.400-00-PTEC	03/18/2022		1353 GENESEE COMMUNITY COLLEGE	PTECH - CONTRACTUAL			1220	210685	792.00	792.00
									<b>Check Total:</b>	<b>792.00</b>	
400387	F 2250.401-18-0611	03/18/2022		2221 MARY CARIOLA CHILDREN'S CENTER	CONTRACTUAL-FLOW THRU			21-22 FLOW THROUGH 611	210410	743.04	743.04
								21-22 ARP FLOW THROUGH 611	210667	497.00	497.00
									<b>Check Total:</b>	<b>1,240.04</b>	
400388	F 2115.400-00-PTEC	03/18/2022		2589 NOCO ENERGY CORPORATION	PTECH - CONTRACTUAL			SP12295967	210621	209.49	209.49
									<b>Check Total:</b>	<b>209.49</b>	
400389	F 2250.401-18-0611	03/18/2022		2591 NORMAN HOWARD SCHOOL	CONTRACTUAL-FLOW THRU			I2021-903	210407	2,972.16	2,972.16
								21-22 ARP FLOW THROUGH 611	210668	497.00	497.00
									<b>Check Total:</b>	<b>3,469.16</b>	
400390	F 2115.450-00-PTEC	03/18/2022		117 SYNCB/AMAZON	PTECH - MATERIALS & SUPPLIES			936664689998	210690	3,370.40	3,495.52

# BYRON BERGEN CSD

Check Warrant Report For F - 16: FEDERAL FUND - 3/18/22 For Dates 3/18/22 - 3/18/2022

Check #	Account	Check Date	Vendor ID	Vendor Name	Account Description	Explanation	Check Description	Invoice Number	PO Number	Check Amount	Liquidated
	F 2115.450-00-PTEC				PTECH - MATERIALS & SUPPLIES			867973875385	210707	289.50	289.50
	F 2115.450-00-PTEC				PTECH - MATERIALS & SUPPLIES			778484374375	210655	237.92	237.92
	F 2115.450-00-PTEC				PTECH - MATERIALS & SUPPLIES			893554366745	210655	118.00	128.00
	F 2115.450-00-PTEC				PTECH - MATERIALS & SUPPLIES			976533475678	210655	-29.00	0.00
	F 2115.450-00-PTEC				PTECH - MATERIALS & SUPPLIES			589558974664	210655	-14.00	0.00

400391	03/18/2022	7323 VILLA OF HOPE								3,972.82	
F 2250.401-18-0611		CONTRACTUAL-FLOW THRU						21-22 FLOW THROUGH 611	210409	743.04	743.04
F 2250.400-03-A611		ARP 611 CONTRACTUAL - HS						21-22 ARP FLOW THROUGH 611	210669	497.00	497.00

Number of Transactions: 9

Check Total:	1,240.04
Warrant Total:	17,956.13
Vendor Portion:	17,956.13
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 \$ 17,956.13 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.

3/17/22 Charesa Manibell Claims Auditor  
 Date Signature Title



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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 *agb*  
SUBJECT: RECOMMENDATION MEMO  
DATE: MARCH 29, 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.

Baseball:

Modified- Stephen George  
Volunteer- Matt Ellis Sr.

Tennis:

Volunteer- Elliot Flint



# BYRON-BERGEN CENTRAL SCHOOL DISTRICT

## Elementary School

6917 West Bergen Road  
Bergen, NY 14416-9747  
(585) 494-1220



Superintendent – Patrick McGee  
Business Administrator – Lori Prinz  
Director of Instructional Services – Betsy Brown  
Principal – Brian T. Meister

To: Patrick McGee  
Superintendent

From: Betsy Brown, Brian Meister *Bob*  
Director of Instructional Services, Principal

Re: Recommendations for Elementary Class Advisor 2021-2022

Date: March 17, 2022

I am requesting that Erin Varley be appointed as the 5<sup>th</sup> grade class advisor for the 2021-2022 school year as of September 7<sup>th</sup>. She has been acting as advisor since the start of school.

EB/BM/jm



## CIVIL SERVICE POSITION RECOMMENDATION

Upon my recommendation, Janet Copani (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 Teacher Aide (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 \$ 13.20 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: eff. 4/19/22

Elizabeth M Brown  
Supervisor Signature

4/4/22  
Date

### FOR BUSINESS/DISTRICT OFFICE USE ONLY

For BOE Meeting on: 4/11/22 Candidate Start Date: \_\_\_\_\_

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

#### Attachments Required for Board Recommendation:

- ☐ Civil Service Application  
☐ Civil Service Approval

- ☐ Reference Information  
☐ Fingerprint Clearance

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



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**TO:** PATRICK MCGEE  
**FROM:** LORI PRINZ  
**SUBJECT:** ARCHITECT CONTRACT  
**DATE:** MARCH 10, 2022  
**CC:**

---

Recommendation – The Board of Education approve the contract with Clark Patterson Lee as Architects for the 2021 Capital Improvement Project.

Background – Clark Patterson Lee (CPL) was the Architect for the 2016-17 Byron Bergen Central School capital project and knows the Byron Bergen school buildings very well. CPL has a very in depth understanding of HVAC needs/lack of ceiling space, window replacement needs, ground conditions for the work at the soccer field and many other areas of the project. This knowledge and understanding will greatly ease the design, scheduling and flow of the capital project work when it begins.



# AIA® Document B132™ – 2019

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

**AGREEMENT** made as of the 7 day of October in the year 2021  
(In words, indicate day, month, and year.)

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

Byron Bergen Central School District  
6917 West Bergen Road  
Bergen, New York 14416-9747  
Tel. 585-494-1220

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

CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C.  
d/b/a CPL  
205 St. Paul Street, Suite 500  
Rochester, NY 14604  
Tel: 800-274-9000

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

2021 Capital Improvement Project  
Byron Bergen Central School District

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

Campus Construction Management Group  
1241 Pittsford Victor Rd  
Pittsford, NY 14534

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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 C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

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

## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth 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 Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Refer to Exhibit A – Scope of Work

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

NA

§ 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.)*

\$12,790,880. (twelve million seven hundred ninety thousand eight hundred eighty dollars)

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

.1 Design phase milestone dates, if any:

Refer to Exhibit B

.2 Construction commencement date:

Refer to Exhibit B

.3 Substantial Completion date or dates:

Refer to Exhibit B

.4 Other milestone dates:

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

Competitive Bid

§ 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.)

Two design/submission/bidding/construction project 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.)

NA

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

Pat McGee, Superintendent  
6917 West Bergen Road  
Bergen, New York 14416-9747

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

Campus Construction Management Group

§ 1.1.10 The Owner shall retain the following consultants and Contractors:  
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

.2 Land Surveyor:

NA

.3 Geotechnical Engineer:

NA

.4 Civil Engineer:

NA

.5 Other consultants and Contractors:

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

Hazardous Materials - To Be Determined

Boundary Survey - To Be Determined

Geotechnical - To Be Determined

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other contact information.)*

Jason Benfante, Principal  
CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C.  
d/b/a CPL  
205 St. Paul Street, Suite 500  
Rochester, NY 14604

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

CPL

.2 Mechanical/Plumbing Engineer:

CPL

.3 Electrical Engineer:

CPL

.4 Civil Engineer:

CPL

§ 1.1.12.2 Consultants retained under Supplemental Services:



NA

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

NA

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

§ 1.3 The 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 Architect and Construction Manager. 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 Architect and Construction Manager.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.1.1 In conjunction with the necessary consultants, the Architect shall design the Project and perform its services in accordance with applicable SED regulations; the local Building Code and similar or related laws; rules; regulations, codes and ordinances which are applicable to the Architect's services pursuant to this Agreement and in effect at the time the Architect prepares its Design Documents.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect acknowledges that the Owner is relying on the Architect's professional skill and judgment in connection with the Architect's services for the Project. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect has visited the Project site and reasonably familiarized itself with the local conditions under which the services required hereunder are to be performed and shall correlate its observations of same with all of the requirements of this Agreement and of the Construction Contract Documents.

§ 2.2.2 The Architect shall notify and assist the Owner in preparation of filings required to be made with and permits to be obtained from, governmental and quasi-governmental authorities having jurisdiction over the Project sufficiently in advance to permit such filings to be timely and fully made. The Architect shall make filings and obtain permits which shall be required of an architect in order to perform the architectural and engineering services provided for in this Agreement.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.4.1 The Architect will not replace any representative identified pursuant to this Section 2.4 without the Owner's prior consent in each instance, which consent will not be unreasonably withheld. The Owner will be entitled to assume the due authority of any representative identified pursuant to Section 2.4 until the Owner has received notice from the Architect of the replacement or removal of such representative.

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

§ 2.6 Throughout the term of this Agreement, the Architect shall maintain the following insurance of the types, having the minimum limits, and otherwise meeting the requirements of Section 2.6. Each policy of insurance shall be issued by a company reasonably acceptable to the Owner licensed to do business in the State of New York. All liability insurance, except for Professional Liability insurance, shall be written on an occurrence basis, and the Architect's insurance shall be primary and noncontributory. Architect's failure to maintain insurance in accordance with this section shall be a material breach of this Agreement.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000. ) for each occurrence and two million dollars (\$ 2,000,000. ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000. ) 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.

§ 2.6.3 The Architect 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 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000. ) each accident, one million dollars (\$ 1,000,000. ) each employee, and one million dollars (\$ 1,000,000. ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000. ) per claim and five million dollars (\$ 5,000,000. ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and Construction Manager as an additional insured for claims caused in whole or in part by the Architect'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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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

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

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants provided specifically for this Project, except to the extent that the Architect knows or reasonably should know such services and information to be inaccurate or incomplete. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.1.8 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project a reasonable time in advance of the date(s) when approvals or input from such authorities and entities will be required in order to ascertain their requirements for the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities and applicable laws.

§ 3.1.9 The Architect shall prepare all necessary applications and submittals and otherwise assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect will assist the Owner in revising such applications and submittals as may be necessary to address comments from governmental authorities and such entities, and will attend and participate in hearings and other appearances before governmental authorities pertaining to permits and approvals required in connection with the Project.

§ 3.1.10 As part of Basic Services, the Architect or designee shall attend meetings with the Owner's Board of Education as reasonably necessary and make formal presentations to the Board of Education, facilities committee and various other groups.

§ 3.1.11 Any known errors or omissions in the Drawings, Specifications or other documents furnished by the Architect shall be promptly corrected within those documents by the Architect without any additional compensation due the



Architect Nothing contained herein shall preclude a claim against the Architect by the Owner for damages arising from defective Drawings, Specifications or any other of the Contract documents furnished by the Architect. To Owner's approval, acceptance, use or payment for all or any part of the Architect's services for the Project shall not in any way alter the Architect's obligations or the Owner's rights hereunder.

### § 3.2 Schematic Design Phase Services

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

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

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

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

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

### § 3.3 Design Development Phase Services

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

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

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

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

§ 3.3.5 The Architect shall consult with Owner representatives relative to energy savings and cost effective design measures.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents and of public utilities providing service to the Project, and the requirements of applicable laws or regulations.

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

§ 3.4.3.1 The Architect shall include in the bidding information, plans, or specifications a requirement that the Contractors to provide a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data including, but not limited to location of water, sewer, telephone, electric, gas and any other utility lines as they relate to the Project.

§ 3.4.3.2 The Architect shall include in the bidding information, plans, or specifications a requirement that the Contractor(s) provide operation manuals and adequate training for the Owner in the operation of mechanical, electrical, heating and air conditioning systems installed by the Contractor(s).

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents. Construction drawings and specifications, or other construction or contract documents submitted to the Owner for approval will be, to the best of the Architect's knowledge and belief at the time Construction Documents were submitted to the Owner, unambiguous, and in compliance with applicable codes, ordinances, statutes, regulations, and laws, except to the extent expressly and specifically otherwise stated in writing by the Architect. Together with the documents submitted for the Owner's approval, the Architect will inform the Owner in writing, to the best of the Architect's knowledge and belief, of tests, inspections, studies, analyses, or reports, if any, that are necessary or advisable to be performed by or for the Owner at that point.

§ 3.4.5.1 The Owner's approval is limited to the general configuration of the building and the finishes used in the design and general design concept and scope of work. Such approval is not a waiver of the Owner's reliance on the professional expertise of the Architect and its agents with respect to the work encompassed within the contract documents including, but not limited to, the plans and specifications.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

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

#### § 3.5.2 Competitive Bidding

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

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- .5 in cooperation with the Construction Manager evaluating the qualifications of the lowest bidder for each bid to determine if the bidder is a responsive and responsible Contractor. If the Architect determines that the lowest bidder is not responsive and/or responsible, the Architect shall furnish to the Owner the reasons why in writing. The Architect shall then review the next lowest bidder until a responsive and responsible Contractor is identified. A written recommendation of the lowest responsible bidder shall be provided to the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™ 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, together with and as amended by, any amendments and documents included or incorporated into the Contract for Construction.



§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work. The Architect will have a duty to notify the Owner if the Architect observes or receives notice of any condition on the Project site that (a) the Architect knows constitutes a material violation of any applicable environmental, health, or safety law, or (b) poses an unusual risk of personal injury, death, or property damage.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect'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.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work. Written documentation shall be provided to the Owner for each site visit by the Architect providing a description of what was reviewed and noting any observed deviations, defects, and/or deficiencies with reasonable promptness. Urgent matters will be brought in a timely manner to the attention of the Owner and Construction Manager.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager or Owner, provided, however, that no such determination will be binding on the Owner or determinative of the Owner's rights or obligations under the Contract Documents or with respect to any Contractor or Subcontractor or other person engaged in the performance of any work in connection with the Project, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

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

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

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that 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 Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and 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.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.5 The Architect shall execute, as part of its Basic Services hereunder, any certificates or certifications customarily and reasonably required of an Architect on projects of this type, including, but not limited to the timely submission of a breakdown of actual construction costs incurred and related data to assist the Owner to submit the Final Cost Reports for the project to the State Education Department.

### § 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the



appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to reasonably rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

#### § 3.6.5 Changes in the Work

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

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

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

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.2.1 The Architect with the Construction Manager shall visit the Project and inspect the items of Work on the Architect's punch list after notice from the Contractor that the punch list items of Work have been completed. Upon determining that the items are properly completed, the Architect shall thereafter issue a certificate of final completion and a final project Certificate for Payment.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation: (1) conduct a meeting with the Owner inspect the Project and to review the facility operations and performance; and (2) prepare and furnish to the Owner a report detailing all deficiencies and defects to be corrected by the Contractor.

§ 3.7 The Architect shall prepare and issue certificates, forms and/or documents required by New York State Education Department pursuant to Part 155 of the Regulations of the Commissioner of Education, as part of Basic Services.

§ 3.8 The Architect will keep itself informed of changes to applicable Laws and to official interpretations of the same, promptly advise the Owner and the Contractor of those changes that will require modifications to the Instruments of Service of which the Architect becomes aware, and make recommendations to the Owner and the Contractor of modifications to the Instruments of Service required by such changes.

#### ARTICLE 4 Basic, SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Services

§ 4.1.1 The services listed below as "Architect - Basic Services" shall be performed by Architect as part of its Basic Services and compensation for performance of these services shall be included in Section 11. The services listed below that are not included in Basic Services but may be required for the Project are Supplemental Services. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect 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 (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	Owner - completed
§ 4.1.1.2 Programming	Architect – Basic Services
§ 4.1.1.3 Multiple preliminary designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Architect – Basic Services
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect – Basic Services
§ 4.1.1.10 Landscape design	Architect – Basic Services
§ 4.1.1.11 Architectural interior design	Architect – Basic Services
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided

§ 4.1.1.16	As-designed record drawings	Not Provided
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect – Basic Services
§ 4.1.1.22	Telecommunications/data design	Architect – Basic Services
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Not Provided
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Owner – see 4.1.2.2

#### § 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 Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

NA

§ 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.)*

Hazardous Materials  
Boundary Survey  
Geotechnical

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the

- Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  - .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
  - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
  - .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
  - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
  - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .10 Evaluation of the qualifications of entities providing bids or proposals;
  - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
  - .12 Assistance to the Initial Decision Maker, if other than the Architect.
  - .13 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
  - .14 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
  - .15 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service, unless such Change Orders or Construction Change Directives are necessitated because of the negligent acts, errors or omissions of the Architect.;
  - .16 Evaluating an extensive number of Claims as the Initial Decision Maker, unless the claims arise because of the negligent acts, errors or omissions of the Architect. ;
  - .17 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

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

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Bi-weekly (every other week) visits to the site by the Architect during construction
- .3 One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, 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 Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.



## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

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

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

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

§ 5.5 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.

§ 5.6 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 subsol conditions, with written reports and appropriate recommendations.

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

§ 5.8 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.

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

§ 5.10 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.

§ 5.11 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.

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

§ 5.13 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.

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

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

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

§ 5.17 The Owner's approvals under this Agreement shall not be interpreted to be a waiver of the Owner's reliance on the professional expertise and services of the Architect.

## ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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



granted herein to another party without the prior written agreement of the Architect, which will not be unreasonably withheld, conditioned, or delayed. However, by the license granted in Section 7.3, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work or for future additions or alterations to the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultant. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

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

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

§ 8.1.3 To the fullest extent permitted by law, the Architect shall indemnify and hold the Owner and the Owner's officers, directors, members, affiliates and employees (collectively, the "Indemnitees") harmless from and against claims, suits, actions, damages, losses, fines, penalties, costs, expenses, judgments, charges, expenses, including attorneys' fees and court costs, arising out of, relating to or resulting from the Architect's services, including, but not limited to, bodily injury to persons, death or damage to property, which the Indemnitees incur, suffer or are required to pay, but only to the extent caused by the fault, breach, negligent acts, negligent errors or negligent omissions of the Architect or its officers, directors, employees, consultants or subcontractors, regardless of whether or not such claim is caused in part by a party indemnified hereunder. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of 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 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 Architect 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.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of such a suspension of services through no fault of the Architect, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. The Architect is not entitled to anticipated profit on the value of the Services not performed by the Architect.

§ 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 Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 Owner's failure to make payments or its suspension of the Project under Sections 9.1 through 9.4 shall not constitute grounds for the Architect'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").

#### 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, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

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

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall promptly advise the Owner in writing of the presence and location of any suspected Hazardous Material of which the Architect becomes aware.

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

#### ARTICLE 11 COMPENSATION

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

- .1 Percentage Basis  
Eight percent ( 8 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.  
(\$1,023,270 Fee, broken down by phase)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:

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

NA.

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

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

As mutually agreed upon in writing between the Owner and the Architect. No Additional Services are to be provided without prior written agreement between The Owner and the Architect as to scope and terms for payment.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be as follows:



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

No added Compensation for Supplemental and Additional Services of the Architect's consultants shall be obtained without the Owner's prior written agreement as to scope of services and terms of payment.

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

Schematic Design Phase	ten	percent (	10	%)
Design Development Phase	fifteen	percent (	15	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	ten	percent (	10	%)
Construction Phase	twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Refer to Exhibit C

#### § 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, 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 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect'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 Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

#### § 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

NA

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments for amounts approved by the Owner are due and payable sixty (60) days from the date that the Owner approves the Architect's invoice for payment shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

5% simple interest per annum.

§ 11.10.2.2 Should the Architect or its consultants or subcontractors fail to carry out its services in accordance with the Contract Documents or otherwise be in default under the terms of this Agreement, the Owner, upon 30 days written notice to the Architect specifying the claimed default or deficiency and providing a reasonable opportunity to cure, shall have the right to withhold from any payment due or become due, or otherwise be reimbursed for, an amount 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 Architect 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.

§ 11.10.2.3 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 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.

§ 12.2 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.

§ 12.3 The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or for the Project itself shall in no way diminish or limit the Architect's obligations and liabilities or the Owner's rights.

§ 12.4 No consent, approval, instruction, or direction by the Owner will relieve the Architect of its responsibility for any error, omission, or deficiency in the Architect's performance of its obligations under this Agreement, including, without limitation, any error, omission, or deficiency in the preparation of the Instruments of Service, unless and to the extent that, in the case of an instruction or direction, the Architect has specifically advised the Owner that such instruction or direction is inconsistent with such obligations or will result in an error, omission, or deficiency in the Instruments of Service, and Owner has, after receipt of such advice, specifically directed the Architect to comply with such instruction or direction

§ 12.5 The Architect is engaged as an independent contractor, and therefore the Architect is solely responsible for the payment of Federal and State income taxes applicable to this Agreement. Neither the Architect nor any of its employees, consultants, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement, including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 Exhibits:  
Exhibit A – Scope of Work  
Exhibit B - Schedule  
Exhibit C - CPL Hourly Billing Rates

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

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Jason Benfante, AIA, Principal

(Printed name, title, and license number, if applicable)





ARCHITECTURE  
ENGINEERING  
PLANNING  
CPLteam.com

EXHIBIT A

Project E Site Summary

Byron-Bergen CSD

Conceptual Report Dated 7/8/2021

Capital Improvement Project Conceptual Scope Option 2 (Priority 1 and Some Priority 2)



CAMPUS  
CONSTRUCTION MANAGEMENT

	Unit Quantity	Type	Unit Cost	Initial Cost	Escalation 10%	Design Contingency 10%	Subtotal Construction Budget	Construction Contingency 7%	Incidental Budget 25%	Capitalized Interest/DASNY 0%	Total Scope of Work Value
<b>Jr/Sr High School Renovations</b>											
1. Window & Shade Replacement (1955 & 1963 Vintage) - Abatement Included	9,700	sf	\$150	\$1,455,000	\$145,500	\$160,050	\$1,760,550	\$123,239	\$470,947	\$0	\$2,354,736
2. High School Gym Kallwall Replacement	1,500	sf	\$70	\$105,000	\$10,500	\$11,550	\$127,050	\$8,894	\$33,986	\$0	\$169,929
3. Junior High School Gym Kallwall Replacement	700	sf	\$70	\$49,000	\$4,900	\$5,390	\$59,290	\$4,150	\$15,860	\$0	\$79,300
4. Masonry Restoration	1	ls	\$50,000	\$50,000	\$5,000	\$5,500	\$60,500	\$4,235	\$16,184	\$0	\$80,939
5. Roof Replacement (Areas D & E)	35,250	sf	\$40	\$1,410,000	\$141,000	\$155,100	\$1,706,100	\$119,427	\$456,382	\$0	\$2,281,909
6. HVAC Replacement (Area B)	5,770	sf	\$45	\$259,650	\$25,965	\$28,562	\$314,177	\$21,992	\$84,042	\$0	\$420,211
7. HVAC Replacement (Area C)	3,000	sf	\$45	\$135,000	\$13,500	\$14,850	\$163,350	\$11,435	\$43,696	\$0	\$218,481
8. HVAC Replacement (Area D)	3,000	sf	\$45	\$135,000	\$13,500	\$14,850	\$163,350	\$11,435	\$43,696	\$0	\$218,481
9. HVAC Replacement (Area F)	3,000	sf	\$45	\$135,000	\$13,500	\$14,850	\$163,350	\$11,435	\$43,696	\$0	\$218,481
10. HVAC Replacement (Junior High School Tech Rm 27 & 28)	4,525	sf	\$45	\$203,625	\$20,363	\$22,399	\$246,386	\$17,247	\$65,908	\$0	\$329,542
11. HVAC Replacement (Junior High School 128)	1,800	sf	\$45	\$81,000	\$8,100	\$8,910	\$98,010	\$6,861	\$26,218	\$0	\$131,088
12. Dust Collector (High School Tech Rm 28)	1	ls	\$150,000	\$150,000	\$15,000	\$16,500	\$181,500	\$12,705	\$48,551	\$0	\$242,756
13. Sanitary Improvements (District Office)	1	ls	\$50,000	\$50,000	\$5,000	\$5,500	\$60,500	\$4,235	\$16,184	\$0	\$80,939
14. Domestic Hot Water System Replacement	1	ls	\$170,000	\$170,000	\$17,000	\$18,700	\$205,700	\$14,399	\$55,025	\$0	\$275,124
15. High School Gym Equipment (Volleyball, Basketball, Wall Pads, Ceiling/Wall Paint)	1	ls	\$80,000	\$80,000	\$8,000	\$8,800	\$96,800	\$6,776	\$25,894	\$0	\$129,470
16. High School Gym Bleachers (400 Spectators)	400	seat	\$225	\$90,000	\$9,000	\$9,900	\$108,900	\$7,623	\$29,131	\$0	\$145,654
17. High School Gym Floor Replacement	7,250	sf	\$30	\$217,500	\$21,750	\$23,925	\$263,175	\$18,422	\$70,399	\$0	\$351,997
18. High School Gym Roll Down Curtain	1	ls	\$40,000	\$40,000	\$4,000	\$4,400	\$48,400	\$3,388	\$12,947	\$0	\$64,735
19. High School Gym Sound System	1	ls	\$25,000	\$25,000	\$2,500	\$2,750	\$30,250	\$2,118	\$8,092	\$0	\$40,459
20. High School Gym Locker Rm Renovation	4,250	sf	\$325	\$1,381,250	\$138,125	\$151,938	\$1,671,313	\$116,992	\$447,076	\$0	\$2,235,380
<b>Site</b>											
1. Sanitary Line Replacement	340	lf	\$30	\$10,200	\$1,020	\$1,122	\$12,342	\$864	\$3,301	\$0	\$16,507
2. Track Resurfacing	1	ls	\$134,750	\$134,750	\$13,475	\$14,823	\$163,048	\$11,413	\$43,615	\$0	\$218,076
3. Soccer Field (Grading, SOD, Drainage & Irrigation)	91,800	sf	\$5	\$459,000	\$45,900	\$50,490	\$555,390	\$38,877	\$148,567	\$0	\$742,834
4. Stadium Lighting	1	ls	\$450,000	\$450,000	\$45,000	\$49,500	\$544,500	\$38,115	\$145,654	\$0	\$728,269
5. Stadium Scoreboard Replacement	1	ea	\$200,000	\$200,000	\$20,000	\$22,000	\$242,000	\$16,940	\$64,735	\$0	\$323,675
6. Baseball/Softball Scoreboard	2	ea	\$40,000	\$80,000	\$8,000	\$8,800	\$96,800	\$6,776	\$25,894	\$0	\$129,470
7. Track Scoreboard	1	ea	\$175,000	\$175,000	\$17,500	\$19,250	\$211,750	\$14,823	\$56,643	\$0	\$283,216
<b>Site Subtotal</b>				\$1,508,950	\$150,895	\$165,985	\$1,825,830	\$127,808	\$488,409	\$0	\$2,442,047
<b>Renovations Subtotal</b>				\$6,222,025	\$622,203	\$684,423	\$7,528,650	\$527,006	\$2,013,914	\$0	\$10,069,570
<b>Subtotal Jr/Sr High School</b>				\$7,730,975	\$773,098	\$850,407	\$9,354,480	\$654,814	\$2,502,323	\$0	\$12,511,617

# EXHIBIT A

## Project Estimate Summary Byron-Bergen CSD Conceptual Report Dated 7/8/2021 Capital Improvement Project Conceptual Scope Option 2 (Priority 1 and Some Priority 2)



		Unit Quantity	Type	Unit Cost	Initial Cost	Escalation 10%	Design Contingency 10%	Subtotal Construction Budget	Construction Contingency 7%	Incidental Budget 25%	Capitalized Interest/DASNY 0%	Total Scope of Work Value
<b>Elementary School</b>												
<b>Renovations</b>												
1.	Boiler Replacement	1	ls	\$550,000	\$550,000	\$55,000	\$60,500	\$665,500	\$46,585	\$178,021	\$0	\$890,106
2.	Hot Water Heating System	1	ls	\$150,000	\$150,000	\$15,000	\$16,500	\$181,500	\$12,705	\$48,551	\$0	\$242,756
<b>Renovations Subtotal</b>												\$1,132,863
<b>Subtotal Elementary School</b>												\$1,132,863
<b>Natatorium</b>												
<b>Renovations</b>												
1.	Filter Rim Upgrades	1	ls	\$180,000	\$180,000	\$18,000	\$19,800	\$217,800	\$15,246	\$58,262	\$0	\$291,308
2.	Masonry Restoration	1	ls	\$50,000	\$50,000	\$5,000	\$5,500	\$60,500	\$4,235	\$16,184	\$0	\$80,919
3.	Boiler Plant Replacement	1	ls	\$500,000	\$500,000	\$50,000	\$55,000	\$605,000	\$42,350	\$161,838	\$0	\$809,188
4.	Water Heater System	1	ls	\$200,000	\$200,000	\$20,000	\$22,000	\$242,000	\$16,940	\$64,735	\$0	\$323,675
5.	Locker Rms (Included in Option 2)	2,800	sf	\$325	\$910,000	\$91,000	\$100,100	\$1,101,100	\$77,077	\$294,544	\$0	\$1,472,721
<b>Renovations Subtotal</b>												\$2,977,810
<b>Subtotal Natatorium</b>												\$2,977,810
<b>Bus Garage</b>												
<b>Site</b>												
1.	Bus Parking Spots Only - Concrete Paving	20,000	sf	\$15	\$300,000	\$30,000	\$33,000	\$363,000	\$25,410	\$97,103	\$0	\$485,513
<b>Site Subtotal</b>												\$485,513
<b>Subtotal Bus Garage</b>												\$485,513
<b>Total Option 2 (Priority 1 and Some Priority 2)</b>												\$17,107,802

BYRON BERGEN CENTRAL SCHOOL DISTRICT  
2021 CAPITAL PROJECT

DRAFT PRE-CON SCHEDULE 10/19/2021

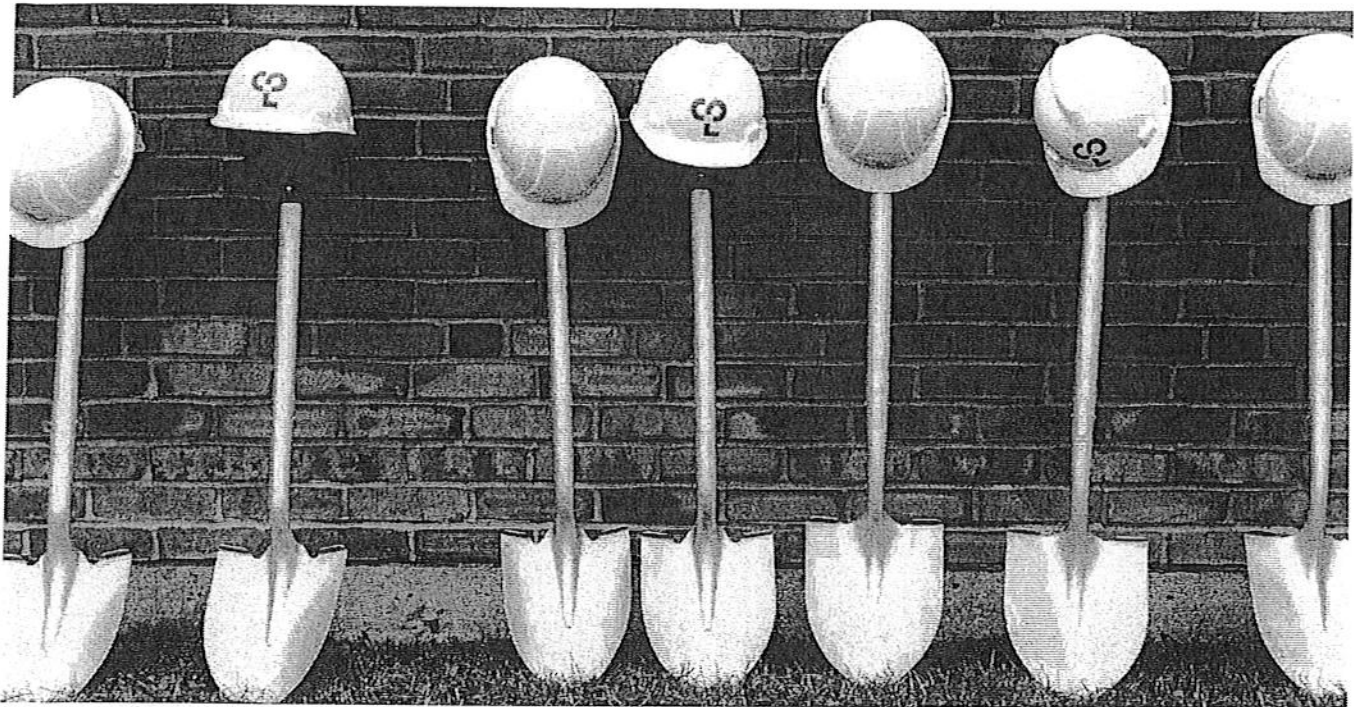
ID	Task Name	Duration	% Complete	Start	Finish	21	Half 2, 2021	Half 1, 2022	Half 2, 2022	Half 1, 2023	Half 2, 2023	Half 1, 2024	Half 2, 2024
1													
2													
21	PRE-CONSTRUCTION	900 days	0%	Mon 9/27/22	Thu 10/12/24								
22	Schematic Design Draft	55 days	0%	Mon 11/1/22	Fri 1/14/23								
23	SD Reconciliation/Report	10 days	0%	Mon 1/17/23	Fri 1/28/23								
24	Design Development Draft	35 days	0%	Mon 1/31/23	Fri 3/18/23								
25	DD Reconciliation/Report	10 days	0%	Mon 3/21/23	Fri 4/1/23								
26	Construction Documents Draft	30 days	0%	Mon 4/4/23	Fri 5/13/23								
27	SED Submission	1 day	0%	Mon 5/16/23	Mon 5/16/23								
28	SED Review	100 days	0%	Mon 5/16/23	Fri 9/30/23								
29	Bid Award	35 days	0%	Mon 10/9/23	Fri 11/18/23								
30	Construction	898 days	0%	Mon 12/5/23	Thu 10/31/24								
31	Construction Phase	455 days	0%	Mon 12/5/23	Fri 8/30/24								
32	Elementary School	455 days	0%	Mon 12/5/23	Fri 8/30/24								
33	Jr./Sr. High School	455 days	0%	Mon 12/5/23	Fri 8/30/24								
34	Natorium	455 days	0%	Mon 12/5/23	Fri 8/30/24								
35	Bus Garage	455 days	0%	Mon 12/5/23	Fri 8/30/24								
36	Close-out	44 days	0%	Mon 9/2/24	Thu 10/31/24								

PRE-REFERENDUM

PRE-CONSTRUCTION

SED Review



EXHIBIT C**2021 CPL Hourly Rates**

Title	Hourly Rate
Principal	\$200 - 270
Project Manager	\$150 - 180
Project Architect/Professional Engineer/Planner	\$110 - 150
Sr. Architect /Sr. Engineer/Sr. Interior Designer	\$100 - 135
Sr. Draftsperson/Jr. Engineer/Jr. Interior Designer	\$70 - 95
Jr. Draftsperson	\$75
Specification - Word Processor/Analyst	\$65
Clerical	\$65

## RECOMMENDATION TO THE BOARD OF EDUCATION

**April 1, 2022**

Upon the recommendation of the Superintendent and moved by \_\_\_\_\_ and  
seconded by \_\_\_\_\_, the Byron-Bergen Board of Education is hereby  
cancelling the June 9, 2022 and June 23, 2022 meetings. We will have only one meeting in  
June and that date will be June 15, 2022, at 6:00 p.m., to be held in the Professional  
Development Room.

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_

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



TO: PATRICK MCGEE, SUPERINTENDENT  
FROM: LORI PRINZ  
SUBJECT: 2022-23 PROPOSED BUDGET AND PROPOSITIONS  
DATE: MARCH 31, 2022  
CC: RACHEL STEVENS, PATRICIA GUNIO

The following are the proposed budget and proposition recommendations for the 2022-23 Annual Budget Vote and Board of Education election to be held on May 17, 2022. I ask that these be added to the agenda for the April 7, 2022 board meeting.

**Proposition #1** - RESOLVED that the proposed budget of expenditures of the Byron-Bergen Central School District for the school year 2022-23, totaling \$25,524,093 and for the purposes shown in the statement of estimated expenditures adopted by the Board of Education, be and the same hereby is approved and the amount thereof shall be raised by a levy of a tax upon the taxable property of the school district, after first deducting the monies available from State aid and other sources as provided by law.

**Proposition #2** – RESOLVED that the Board of Education of the Byron-Bergen Central School District is hereby authorized to acquire two (2) 66 passenger school buses and one (1) wheelchair bus at a cost not to exceed \$315,000, which is estimated to be the maximum cost thereof, expend such sums for such purpose, levy the tax necessary therefore, to be levied and collected in annual installments in such years and in such amounts as may be determined by the Board of Education, taking into account State aid received, and in anticipation of the collection of such tax, to issue bonds and notes of the District at one time or from time to time, or enter into a lease-purchase agreement to acquire said vehicles.

**Proposition #3** – RESOLVED that the Board of Education of the Byron-Bergen Central School District, Genesee, Monroe and Orleans Counties, New York (the “District”) is hereby authorized and directed to:

(A) establish a capital reserve fund pursuant to Education Law Section 3651, to be known as the “School Vehicle Reserve-2022” for the purpose of financing, in whole or in part, the purchase of school buses and vehicles by the District, with the ultimate amount of such reserve fund not exceeding One Million and 00/100 Dollars (\$1,000,000) plus any accrued earnings on amounts deposited in such reserve fund, the probable existence of said reserve fund being ten (10) years, but with such reserve fund continuing in existence for its stated purpose until liquidated in accordance with the Education Law, and the sources from which funds shall be obtained for said reserve fund being (i) current and future unappropriated fund balances from the School Vehicle

Fund-2019 of the District, as directed by the Board of Education, and (ii) any other appropriations authorized by the voters from time to time; and

(B) transfer to said capital reserve fund the entire balance on deposit in said District's existing School Vehicle Reserve-2019 established pursuant to Education Law Section 3651 pursuant to a proposition approved by the qualified voters of said District on May 21, 2019.