

BELLEVILLE HENDERSON CENTRAL SCHOOL

8372 County Route 75

Adams, New York 13605

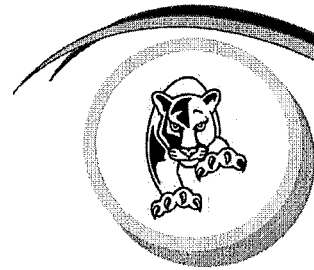
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"Home of the Panthers"



BELLEVILLE HENDERSON CENTRAL SCHOOL DISTRICT

BOARD OF EDUCATION

REGULAR MEETING MINUTES

December 6, 2021

President Allen opened the meeting with the Pledge of Allegiance and called to order in the auditorium at 7:02 p.m.

The following members were present (5): John Allen, Roger Eastman, Kyle Gehrke, Dennis Jerome, and Kristin Vaughn.

Others present: Jane Collins, Superintendent, Scott Storey, Building Principal, Stephen Magovney, Business Manager, Ashleigh Barnhart-Burto, Administrative Coordinator, and Sally Kohl, District Clerk.

Excused from Meeting: Board members, Anthony Barney, and Adam Miner, Building Principal, Scott Storey.

Members from the community/guests: Emily and Marc Baldwin, Michael Crowley, Pamela Halloran, members of the 2021 BH Boys' Varsity Soccer Team, their family members.

ACCEPTING/AMENDING THE AGENDA

Resolved that this Board of Education amend agenda to add resolutions #18 and #19.

Motion made by: Roger Eastman

Seconded by: Kristin Vaughn

Vote: 5-0

AMEND THE AGENDA

PRESENTATIONS

Michael Crowley and Pamela Halloran from Crowley and Halloran, CPA's ,P.C. presented the 2021 External Audit Report to the Board.

Mr. Crowley and Ms. Halloran exited the meeting after their presentation.

The Board and administration recognize the BH Boys' Varsity Soccer Team as being the 2021 Frontier League Champions.

Accolades for the team include:

- Record of 17-1 (loss was in State Regional ply to South Kortright 1-0)
- 2021-Frontier League Champions
- 2021 Sectional Champions
 - First time in BH history
 - Beat Cincinnati 4-3
- Frontier League All Stars
 - Kyle Moyer
 - Brayden Richmond
 - Jeremy McGrath

- Sheldon Spencer
- Teagan Costello
- Lucas Hess
- Benjamin Maurer-Honorable Mention
- Nicholas Flagg-Honorable Mention
- Frontier League Class D Boys Soccer MVP
 - Brayden Richmond
- All-North
 - Kyle Moyer-First Team All North
 - Jeremy McGrath-First Team All North MVP
- Team Captains
 - Kyle Moyer
 - Jeremy McGrath
 - Brayden Richmond

On behalf of the Board, President Allen congratulated the team, Coach Maloney and family members on these accomplishments. It was great to see the amount of family, community and school support at the sectional and regional games. The Board and administration presented each athlete with their soccer jersey for them to keep as a memento and a celebration of their accomplishments.

After the team received their jerseys, the team and family members exited the meeting.

PUBLIC PARTICIPATION

There was no public participation at this time.

CALENDAR OF EVENTS

12/6	7:00pm	Board of Education Meeting
12/7	3:05 pm	Technology Committee Meeting
12/8	3:05 pm	Curriculum Council Meeting
12/9	3:05 pm	Health and Wellness Meeting
12/10		No PM Pre-K (AM will be in session as usual)
12/10	11:45 am	Early Dismissal –Elementary K-6
12/13	3:05 pm	Grade Level Meeting
12/14	7:00 pm	BH Whiz Quiz Match vs Sackets Harbor-WPBS
12/15	3:05 pm	Safety Committee Meeting
12/15	7:00 pm	Christmas Concert-Chorus Only
12/15	7:00 pm	Art Show K-12
12/17		Superintendent's Day
12/22	7:00 pm	Christmas Concert-Band Only
12/22	7:00 pm	Art Show K-12
12/23		15-Week Progress Reports Distributed
12/24-31		Christmas Holiday
1/3		Modified Winter Sports Begin
1/5	3:05 pm	Curriculum Council Meeting
1/10	7:00pm	Board of Education Meeting
1/11	3:05 pm	Technology Committee Meeting
1/13	3:05 pm	Health and Wellness Meeting
1/17		Martin Luther King Jr. Holiday

1/19	3:05 pm	Safety Committee Meeting
1/24	7:00pm	Board of Education Meeting
1/25-28		Regents Exams
1/31	3:05 pm	Grade Level Meeting

COMMUNITY OF CARING UPDATE

There was no community of caring to report.

CONSENT AGENDA

1. Resolved that this Board of Education approve the following:

A. **MINUTES**

BHCS Board of Education Meeting Minutes from November 8, 2021.

B. **WARRANTS**

General Warrant #9

General Warrant #10

C. **CSE/CPSE RECOMMENDATION(S)**

Whereas the Board of Education received the following information and recommendations from the Committee on Special Education.

Student numbers; 99211307, 99211081, 99211452, 99211419, 99211212, 99211237, and 99211227.

This report is on file with Erica Pettit-Chairperson of the Committee on Special Education.

Motion made by: Roger Eastman

Seconded by: Kristin Vaughn

Vote: 5-0

PERSONNEL

2. **ACCEPT RESIGNATION**

Resolved, upon the recommendation of the Superintendent, that this Board of Education accepts, with regret, the resignation of Teachers' Assistant, Deborah Whelan effective end of day on December 31, 2021.

Motion made by: Kristin Vaughn

Seconded by: Kyle Gehrke

Vote: 5-0

3. **APPROVE OF SUBSTITUTE SUPPORT STAFF**

Resolved, upon the recommendation of the Superintendent, that this Board of Education approves **Alicia Lashway** as substitute support staff in addition to her duties as bus monitor.

Motion made by: Roger Eastman

Seconded by: Dennis Jerome

Vote: 5-0

**BH BOE MEETING
MINUTES FROM
11/8/2021**

**GENERAL WARRANTS
#9 AND #10**

**CSE/CPSE
RECOMMENDATIONS**

**ACCEPT RESIGNATION-
DEB WHELAN**

**APPROVE SUBSTITUTE
SUPPORT STAFF-
ALICIA LASHWAY**

4. APPROVE OF SUBSTITUTE TEACHER AND SUPPORT STAFF

Resolved, upon the recommendation of the Superintendent, that this Board of Education approves **Eden Vaughn** as substitute teacher and support staff. IT BEING UNDERSTOOD, that **Miss Vaughn's** appointment is contingent on a criminal history background check, including fingerprinting, performed by the State Education Department

Motion made by: Kyle Gehrke

Seconded by: Dennis Jerome

Vote: 4-0-1

Abstain: Kristin Vaughn

**APPROVE SUBSTITUTE
TEACHER AND
SUPPORT STAFF-EDEN
VAUGHN**

5. APPROVE OF SUBSTITUTE TEACHER AND SUPPORT STAFF

Resolved, upon the recommendation of the Superintendent, that this Board of Education approves **Jaelyn McKee** as substitute teacher and support staff. IT BEING UNDERSTOOD, that **Miss McKee's** appointment is contingent on a criminal history background check, including fingerprinting, performed by the State Education Department

Motion made by: Kristin Vaughn

Seconded by: Roger Eastman

Vote: 4-0-1

Abstain: John Allen

**APPROVE SUBSTITUTE
TEACHER AND
SUPPORT STAFF-
JAELYN MCKEE**

6. APPROVE MATH TEACHER

On the recommendation of the Superintendent, the Board of Education hereby approves **Amanda Bingle** to a four (4) year probationary appointment as follows:

Tenure Area: Mathematics Teacher

Effective Date: December 6, 2021

Expiration Date: December 5, 2025

Certification: Mathematics 7-12 Initial Certificate

Salary: \$43,049 (BA Step 3)

Motion made by: Roger Eastman

Seconded by: Kristin Vaughn

Vote: 5-0

**APPROVE MATH
TEACHER-AMANDA
BINGLE**

7. APPROVE MUSIC CLUB ADVISOR

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves Katie McGrath as the Music Club Advisor for the remainder 2021-2022 school year.

Motion made by: Kyle Gehrke

Seconded by: Kristin Vaughn

Vote: 5-0

**APPROVE MUSIC CLUB
ADVISOR-KATIE
McGRATH**

8. APPROVE MUSICAL DIRECTOR

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves Sara Gleason as the Musical Director for the remainder of the 2021-2022 school year.

Motion made by: Roger Eastman

Seconded by: Kristin Vaughn

Vote: 5-0

**APPROVE MUSICAL
DIRECTOR-SARA
GLEASON**

9. APPROVE CURRICULUM COUNCIL COMMITTEE MEMBER

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves Kathy Marlowe as a Curriculum Council Committee Member for the remainder of the 2021-2022 school year.

Motion made by: Roger Eastman

Seconded by: Dennis Jerome

Vote: 5-0

**APPROVE
CURRICULUM COUNCIL
COMMITTEE MEMBER-
KATHY MARLOWE**

10. APPROVE MODIFIED BOYS' BASKETBALL COACH

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves Jacob Hess as the Modified Boys' Basketball Coach for the 2021-2022 season.

Motion made by: Kyle Gehrke

Seconded by: Kristin Vaughn

Vote: 5-0

**APPROVE MODIFIED
BOYS' BASKETBALL
COACH-JACOB HESS**

11. APPROVE MODIFIED GIRLS' ASSISTANT BASKETBALL COACH

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves Sarah Fowler as the Modified Girls' Assistant Basketball Coach for the 2021-2022 season.

Motion made by: Kristin Vaughn

Seconded by: Roger Eastman

Vote: 5-0

**APPROVE MODIFIED
GIRLS' ASSISTANT
BASKETBALL COACH-
SARAH FOWLER**

12. APPROVE SICK LEAVE BANK REQUEST

Whereas, the Belleville Henderson Support Staff-CSEA has requested use of sick leave bank and, Whereas, the Superintendent is recommending the granting of up to ten (10) days of sick leave from the sick leave bank for Deborah Fargo, food service helper.

IT BEING UNDERSTOOD, that Mrs. Fargo's personal sick leave must expire first and the five-day (5) waiting period must be met.

RESOLVED, that this Board of Education approves up to ten (10) days of sick leave from the sick leave bank for Deborah Fargo.

IT BEING UNDERSTOOD, that any unused days will be returned to the CSEA sick bank.

**APPROVE SICK LEAVE
BANK FOR DEBORAH
FARGO**

Motion made by: Roger Eastman

Seconded by: Dennis Jerome

Vote: 5-0

NEW BUSINESS

13. APPROVAL EXTERNAL AUDIT

Resolved, that this Board of Education approves the financial report and extra classroom report performed by Crowley and Halloran CPAs, P.C. for the fiscal year ending June 2021.

Motion made by: Kristin Vaughn

Seconded by: Roger Eastman

Vote: 5-0

President Allen made note that the audit committee (Kristin Vaughn filling in for Adam Miner) met before the Board meeting to discuss the audit report.

**APPROVE EXTERNAL
AUDIT REPORT**

14. APPROVE SUBSTITUTE PAY

Resolved, that this Board of education approves the following substitute pay rates, effective January 1, 2022.

**APPROVE SUBSTITUTE
PAY RATES**

Substitute Position	First Twenty (20) Work Days	21st Work Day and Beyond
Long Term Substitute Teacher- Certified	\$110.00 per day	1/200th Step 1, Column BA
Per Diem Substitute Teacher-Certified	\$110.00 per day	\$120.00 per day
Per Diem Substitute Teacher-Uncertified (4 yr degree)	\$100.00 per day	\$110.00 per day
Per Diem Substitute Teacher-Uncertified (2 yr degree)	\$95.00 per day	\$100.00 per day
Per Diem Substitute Teacher- No Degree	\$95.00 per day	\$95.00 per day
Teacher Aide	\$13.20 per hour	\$13.20 per hour
Teacher Assistant	\$13.20 per hour	\$13.20 per hour
Bus Monitor	\$13.20 per hour	\$13.20 per hour
Cleaner	\$13.20 per hour	\$13.20 per hour
Food Service Helper	\$13.20 per hour	\$13.20 per hour
Nurse	\$20.00 per hour	\$20.00 per hour
Bus Driver		
<i>**approved by the Board January 30, 2019 **</i>	\$19.50 per hour	\$19.50 per hour
Cashier	\$13.20 per hour	\$13.20 per hour
Typist	\$13.20 per hour	\$13.20 per hour

Motion made by: Roger Eastman

Seconded by: Kristin Vaughn

Vote: 5-0

15. APPROVE MINIMUM WAGE RATE INCREASE

Resolved that this Board of Education acknowledges the Federal Minimum Wage increase to \$13.20 and therefore raises all employees below minimum wage to \$13.20 per hour effective January 1, 2022.

**APPROVE MINIMUM
WAGE INCREASE TO
\$13.20 PER HOUR**

Motion made by: Kristin Vaughn

Seconded by: Roger Eastman

Vote: 5-0

16. PERMISSION FOR SUPERINTENDENT TO SIGN

Resolved, that this Board of Education gives permission for the Superintendent to sign the AIA Document B101-2017 Standard Form of Agreement Between Owner and Architect with SEI Design Group for the Capital Outlay Project (#016).

Motion made by: Roger Eastman

Seconded by: Dennis Jerome

Vote: 5-0

17. ITEMS FOR DONATION, DISPOSAL AND/OR PUBLIC SALE

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves the following items to be considered for donation, disposal and/or public sale:

- 2009 Blue Bird 72 Passenger Bus (Bus #87)
- 2011 Blue Bird 72 Passenger Bus (Bus #91)
- 2013 Micro Bird 29 Passenger Bus (Bus # 94)

Motion made by: Kristin Vaughn

Seconded by: Roger Eastman

Vote: 5-0

Additional Resolution(s) Hand Carried in to Meeting

18. ITEMS FOR DONATION

Resolved, that upon the recommendation of the Superintendent, the Board of Education approves the varsity soccer jerseys to be considered for donation to the 2021 Belleville Henderson Boys' Soccer Team, in recognition of their Section III Championship win over Cincinnati on November 2, 2021.

Motion made by: Roger Eastman

Seconded by: Kristin Vaughn

Vote: 5-0

19. ACCEPT BIDS FOR WEIGHT ROOM EQUIPMENT

Resolved, that upon the recommendation of the Superintendent, the Board of Education accepts the following bids for weight room equipment:

Item	Bidder	Amount
Olympic Plates Set of 44 (2.5 lb-45 lb) as is	Matthew Bettinger	\$251.00
Tuff Stuff Squat Rack as is	Nathan Lucas	\$121.00
Dumbbell Set of 58 (3 lb to 45 lb) and 2 Three Tier Dumbbell Racks, as is	Jennifer Valley	\$80.00
Champion Barbell Bench Press, as is	Jennifer Valley	\$30.00

Motion made by: Roger Eastman

Seconded by: Dennis Jerome

Vote: 5-0

POLICY-

First reading of Policy #1510-Regular Board Meetings and Rules (Quorum and Parliamentary Procedure).

FOR THE BOARD'S REVIEW

- Jefferson Lewis BOCES Meeting Minutes from October 20, 2021

**PERMISSION FOR
SUPERINTENDENT TO
SIGN**

**ITEMS FOR DONATION,
DISPOSAL AND OR
PUBLIC SALE**

**ADDITIONAL
RESOLUTIONS HAND
CARRIED IN TO
MEETING**

**ITEMS FOR DONATION-
SOCCER JERSEYS**

**ACCEPT BIDS FOR
WEIGHT ROOM
EQUIPMENT**

- BH Curriculum Council Meeting Minutes from November 10, 2021
- BH Safety Committee Meeting Minutes from November 19, 2021

ADMINISTRATIVE REPORT(S)

- Business Manager's Update
 - Mr. Magovney reviewed the 2022-2023 budget calendar and the status of the current bus fleet.
- Administrative Coordinator's Update
 - Mrs. Barnhart-Burto reviewed with the Board on the trainings with the Science of Reading with teachers, aides and assistants.
- Principal's Update
 - Ms. Collins gave the Principal's report in Mr. Storey's absence. Mr. Storey's report included a plan for the December 17th Superintendent's Day that includes SchoolTool training, department meetings, possible school safety and security presentation and a review of the Cell Phone Policy. Other items that are in review are the Athletics Eligibility Policy and the Technology Committee with be previewing two monitoring systems (Go Guardian and Light Speed).
- Superintendent's Update
 - There was no Superintendent's report
- President Allen reported he attendant the JLSBA Workshop on Superintendent/Board Roles and Responsibilities at JL BOCES in Watertown. It was a good workshop and was well attended. They presented some very valuable information.

UPDATE TO BOARD OF EDUCATION QUESTIONS

PUBLIC PARTICIPATION

There was no public participation at this time.

ADJOURNMENT

Resolved, that at 7:53 p.m. that this meeting be adjourned.

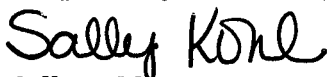
Motion made by: Roger Eastman

Seconded by: Kristin Vaughn

Vote: 5-0

ADJOURNMENT

Respectfully Submitted,



Sally Kohl,

District Clerk

BELLEVILLE HENDERSON CSD
ENC. #2

12/6/2021


Check Warrant Report For A - 17: General Warrant #9 For Dates 11/1/2021 - 11/30/2021

Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
18747	11/04/2021	80	John Allen Sanitatin Srv Inc.	TRASH REMOVAL	226	750.00
18748	11/04/2021	80	John Allen Sanitatin Srv Inc.	RESTROOM UNIT		125.00
18749	11/04/2021	4882	Bimbo Foods, Inc.	BREAD/ROLLS		275.78
18750	11/04/2021	5335	Beam Mack Sales & Service, Inc	DEF MATERIAL/SUPPLIES	289	275.00
18751	11/04/2021	305	BLICK ART MATERIALS	PHASE II FOWLER	104	24.12
18752	11/04/2021	305	BLICK ART MATERIALS	PHASE II HALDEMAN	117	8.54
18753	11/04/2021	4428	Blue Mountain Fruit & Produce	FRUIT/VEGGIES/WATER		688.90
18754	11/04/2021	310	Bob's Auto Supply	SUPPLIES/PARTS		1,195.96
18755	11/04/2021	6218	Boom Learning (a dba of Omega Labs Inc.)	MEMBERSHIP FOR DATA REPORTING	278	800.00
18756	11/04/2021	6137	BR Johnson, LLC	GYM DOOR INSPECTION	239	628.00
18757	11/04/2021	5836	BURR, TIMOTHY	MOD GIRLS SOCCER GAME VS COPENHAGEN		119.50
18758	11/04/2021	6109	CABVI	SERVICES RENDERED		337.50
18759	11/04/2021	420	Cascade School Supply	COOPERATIVE BIDDING-ART	4	946.95
18760	11/04/2021	3272	CDW-G	DISPLAY/WALL MOUNT	181	13,500.00
18761	11/04/2021	5800	Cengage Learning	PHASE II GREEN	115	750.00
18762	11/04/2021	5929	Century Linen & Uniform	UNIFORM SERVICES	262	96.61
18763	11/04/2021	4982	Christman Fuel Service	FUEL	255	1,552.10
18764	11/04/2021	810	Fisher Education EMD	COOPERATIVE BIDDING-SCIENCE	31	28.35
18765	11/04/2021	6298	FRAWLEY, KENT	MEAL ALLOWANCE		10.09
18766	11/04/2021	3787	Frontier	PHONE#5228 MAIN BUILDING	224	498.40
18767	11/04/2021	3588	Larry Gallo	V BOYS OFFICIAL VS MATER DEI/OTSELIC VALLEY		222.00
18768	11/04/2021	975	Inc., O.D. Greene Lumber Co.	GENERAL SUPPLIES	241	753.33
18769	11/04/2021	975	Inc., O.D. Greene Lumber Co.	SALT	250	1,880.43
18770	11/04/2021	5317	Hershey's Creamery Co.	ICE CREAM		291.00
18771	11/04/2021	3853	Jefferson County Real Property	SCHOOL TAX PROCESSING		1,787.90
18772	11/04/2021	3189	Jenner, Phil	V BOYS OFFICIAL VS MATER DEI		111.00
18773	11/04/2021	5527	CHAZ LOOMIS	V BOYS OFFICIAL VS MATER DEI		111.00
18774	11/04/2021	5310	Joseph Meyer	V BOYS OFFICIAL VS OTSELIC VALLEY		111.00
18775	11/04/2021	5038	AJ Missert Inc.	BEVERAGES		268.80
18776	11/04/2021	5226	Modular Mechanical Service	SERVICES RENDERED		14,809.88
18777	11/04/2021	1605	NASCO	PHASE II HALDEMAN	118	24.76
18778	11/04/2021	1635	NCE Environmental Consultants	SED FIRE INSPECTION		675.00
18779	11/04/2021	5962	Nickerson Corporation	SCOREBOARD	51	5,313.29
18780	11/04/2021	4878	North Branch Farms	APPLES		180.00

BELLEVILLE HENDERSON CSD

Check Warrant Report For A - 17: General Warrant #9 For Dates 11/1/2021 - 11/30/2021



Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
18781	11/04/2021	1680	NYS Dept. of Environmental Cons	SPDES FEES		330.00
18782	11/04/2021	6297	NYSSFA	MEMBERSHIP-OVERTON	301	125.00
18783	11/04/2021	1705	NYSSMA	CONFERENCE AREA ALL STATE REGISTRATION	218	550.00
18784	11/04/2021	1800	Mark Phillips	MOD BOYS SOCCER OFFICIAL VS COPENHAGEN		119.50
18785	11/04/2021	4832	Quill	FILING CABINETS/CHAIR	210	1,523.81
18786	11/04/2021	6299	RACE, TODD	MEAL ALLOWANCE		10.09
18787	11/04/2021	2492	Renzi Brothers Inc.	FOOD		9,360.51
18788	11/04/2021	2958	All American Sports Corp.	COOPERATIVE BIDDING-ATHLETICS	35	107.20
18789	11/04/2021	4464	Marisa Riordan	MILEAGE REIMBURSEMENT -OCTOBER		65.00
18790	11/04/2021	4464	Marisa Riordan	DENTAL REIMBURSEMENT		285.00
18791	11/04/2021	6204	Savvas Learning Company LLC	REVIEW BOOKS-BIBBINS	284	69.85
18792	11/04/2021	2716	School Specialty	RECORD FOLDERS-HESS	290	92.01
18793	11/04/2021	4064	SCHOOL SPECIALTY	FOSS SUPPLIES-BAILEY		31.76
18794	11/04/2021	5160	Sportsman's	COOPERATIVE BIDDING ATHLETICS	40	716.00
18795	11/04/2021	3067	Staples	SUPPLIES	281	594.50
18796	11/04/2021	3067	Staples	SUPPLIES	296	236.12
18797	11/04/2021	5769	SUBURBAN PROPANE	FUEL	256	670.80
18798	11/04/2021	5907	Teacher Synergy, LLC	TPT SCHOOL ACCESS MEMBERSHIP	209	3,500.00
18799	11/04/2021	2220	Tifco Industries	SUPPLIES	249	641.83
18800	11/04/2021	3973	Town of Ellisburg	WATER USAGE	228	399.00
18801	11/04/2021	3973	Town of Ellisburg	WATER USAGE	265	35.00
18802	11/04/2021	2991	United Arts & Education	PHASE II FOWLER	105	533.12

Number of Transactions: 56

Warrant Total: 69,146.29

Vendor Portion: 69,146.29

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 56 in number, in the total amount of \$ 69,146.29. 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.

11/4/2021
Date

Mary Fonesto
Signature

claims Auditor
Title

BELLEVILLE HENDERSON CSD
ENC. #3

12/6/2021


Check Warrant Report For A - 20: General Warrant #10 For Dates 11/1/2021 - 11/30/2021

Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
18803	11/22/2021	4567	AIRGAS USA, LLC	LEASE RENEWAL		342.50
18804	11/22/2021	5143	Ameritas Life Ins. Corp. of NY	NOV/DEC 2021 DENTAL PAYMENT		2,500.00
18805	11/22/2021	4627	Ashleigh Barnhart-Burto	MILAGE REIMBURSEMENT		196.00
18806	11/22/2021	4176	Benefit Services Group	FLEX PLAN		91.00
18807	11/22/2021	4882	Bimbo Foods, Inc.	BREAD/ROLLS-GRANDJEAN		121.66
18808	11/22/2021	4428	Blue Mountain Fruit & Produce	FRUIT/PRODUCE		376.35
18809	11/22/2021	310	Bob's Auto Supply	PARTS/SUPPLY		93.16
18810	11/22/2021	420	Cascade School Supply	GENERAL SCHOOL SUPPLIES	1	85.91
18811	11/22/2021	420	Cascade School Supply	ART COOPERATIVE BIDDING	4	49.09
18812	11/22/2021	5929	Century Linen & Uniform	UNIFORM SERVICES	262	197.92
18813	11/22/2021	5816	COLLINS, JANE	MEAL REMIBURSEMENT		42.24
18814	11/22/2021	5816	COLLINS, JANE	MILEAGE REIMBURSEMENT		360.64
18815	11/22/2021	535	Converse Laboratories Inc.	TESTING FEES		260.00
18816	11/22/2021	4167	Didax	PHASE II-RACE	144	14.80
18817	11/22/2021	5403	First National Bank of Omaha	CREDIT ENDING #6252		14.03
18818	11/22/2021	5403	First National Bank of Omaha	CREDIT ENDING #8753		7,149.81
18819	11/22/2021	6300	Freeman Bus Corp/Clarence Henry Coach	COACH BUS RENTAL-SOCCER TEAM	302	1,756.40
18820	11/22/2021	3787	Frontier	PHONE #5360	232	59.86
18821	11/22/2021	3787	Frontier	PHONE #5023	267	109.45
18822	11/22/2021	6151	GUERCIO & GUERCIO LLP	SERVICES RENDERED		380.00
18823	11/22/2021	1040	Haylor, Freyer & Coon Inc.	SERVICES RENDERED		5,200.00
18824	11/22/2021	5317	Hershey's Creamery Co.	ICE CREAM		138.24
18825	11/22/2021	4838	Houghton Mifflin Harcourt	READING-BAILEY	217	782.56
18826	11/22/2021	1310	Larry's Musical Instrument & Re	INSTRUMENT REPAIR	303	85.00
18827	11/22/2021	4696	Learning A-Z	LICENSE RENEWAL	313	3,359.00
18828	11/22/2021	6108	Literacy Education Services	PHASE II-COBB		89.00
18829	11/22/2021	5694	MASLA	REGISTRATION FOR MASLA		135.00
18830	11/22/2021	1465	McCabe's Mechanicals Inc.	SERVICES RENDERED/PARTS	240	12,326.41
18831	11/22/2021	1470	McCabe's Supply Inc.	DOMESTIC WATER LINE-KIBLIN	202	2,655.46
18832	11/22/2021	5744	MCGRAW-HILL SCHOOL EDUCATION	PHASE II-CEASTMAN/MLAWERENCE	97	696.00
18833	11/22/2021	5744	MCGRAW-HILL SCHOOL EDUCATION	PHASE II-MLAWERENCE	294	407.15
18834	11/22/2021	5038	AJ Missert Inc.	BEVERAGES		230.40
18835	11/22/2021	3184	Netto Fire Equipment	INSPECTION-MAIN BUILDING		366.74
18836	11/22/2021	495	New York Bus Sales, LLC	BUS SERVICES/PARTS	263	1,049.24

BELLEVILLE HENDERSON CSD

Check Warrant Report For A - 20: General Warrant #10 For Dates 11/1/2021 - 11/30/2021



Check #	Check Date	Vendor ID	Vendor Name	Check Description	PO Number	Check Amount
18837	11/22/2021	5518	NEW YORK STATE SCHOOL BOARD ASSOCIATION	MEMBERSHIP DUES 1/1/2022-12/31/2022		4,416.00
18838	11/22/2021	5962	Nickerson Corporation	SOCCER GOALS		3,975.00
18839	11/22/2021	4878	North Branch Farms	APPLES		120.00
18840	11/22/2021	6308	NORTHERN NY NEWSPAPER CORPORATION	PAPER ADVERTISING		614.81
18841	11/22/2021	6002	Parkview Cleaners	SOCCER UNIFORM CLEANING	319	172.50
18842	11/22/2021	2491	Pepsi-Cola	BEVERAGES		475.48
18843	11/22/2021	1780	Perma-Bound Books	LIBRARY BOOKS		166.25
18844	11/22/2021	4823	Pyramid School Products	CUSTODIAL SUPPLIES COOPERATIVE BIDDING	14	655.73
18845	11/22/2021	4823	Pyramid School Products	ATHLETICS SUPPLIES COOPERATIVE BIDDING	37	950.00
18846	11/22/2021	4823	Pyramid School Products	AUDIO VISUAL SUPPLIES COOPERATIVE BIDDING	146	129.44
18847	11/22/2021	4832	Quill	SCHOOL/OFFICE SUPPLIES	299	244.93
18848	11/22/2021	2492	Renzi Brothers Inc.	FOOD		7,317.59
18849	11/22/2021	5870	SANICO	PARTS/SUPPLIES		4,939.56
18850	11/22/2021	4064	SCHOOL SPECIALTY	FOSS SUPPLIES-BAILEY		53.53
18851	11/22/2021	4651	SPECTRUM BUSINESS	CABLE-BUS GARAGE	268	148.43
18852	11/22/2021	4651	SPECTRUM BUSINESS	CABLE-MAIN BUILDING	225	244.33
18853	11/22/2021	4649	Stanley Convergent Security	SERVICES RENDERED		38.56
18854	11/22/2021	4420	Scott Storey	MILEAGE REIMBURSEMENT		226.50
18855	11/22/2021	5769	SUBURBAN PROPANE	FUEL	256	2,772.83
18856	11/22/2021	5716	T&D Blacktop & Sealing	SERVICES RENDERED		520.00
18857	11/22/2021	2220	Tifco Industries	CLEANING SUPPLIES	249	278.79
18858	11/22/2021	3765	Tim's Auto Repair	INSPECTION		36.00
18859	11/22/2021	2355	WESCO	SUPPLIES/PARTS	248	1,063.00

Number of Transactions: 57

Warrant Total: 71,280.28

Vendor Portion: 71,280.28

Certification of Warrant

To The District Treasurer: I hereby certify that I have verified the above claims, 57 in number, in the total amount of \$ 71,280.28. 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.

11/22/2021
Date

Mary Forester
Signature

Claims Auditor
Title

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

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

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

Belleville Henderson Central School District
8372 County Road 75
Adams, NY 13605
(315) 846-5121

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

SEI Design Group Architects, D.P.C.
224 Mill Street
Rochester, NY 14614
(585) 442-7010

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

Belleville Henderson CSD
2020/2021 Capital Outlay Project
SEI Project #21-4043

Work includes providing air conditioning at the teacher's lounge and IT
offices. 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.

Init.

TABLE OF ARTICLES

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5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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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.)

NA

§ 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.)

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

.1 Design phase milestone dates, if any:

SED Submission: June 2021

Init.

2 Construction commencement date:

Fall 2021

3 Substantial Completion date or dates:

June 2022

4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bidding—single prime contract

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

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Jane Collins, Superintendent of Schools
Belleville-Henderson Central School District
8372 County Road 75
Adams, NY 13605

§ 1.1.8 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.)

NA

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

1 Geotechnical Engineer:

NA

2 Property (boundary and topographic) Survey:

NA

3 Other, if any:

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

Init.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Victor J. Tomaselli, AIA, Senior Principal
224 Mill Street
Rochester, NY 14614
(585) 442-7010
vjt@seidesigngroup.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

NA

.2 Mechanical Engineer:

IBC Engineering, P.C.
3445 Winton Place
Suite 219
Rochester, NY 14623
(585) 292-1590

.3 Electrical Engineer:

IBC Engineering, P.C.
3445 Winton Place
Suite 219
Rochester, NY 14623
(585) 292-1590

§ 1.1.11.2 Consultants retained under Supplemental Services:

.1 Civil / Landscape Design:

NA

.2 Telecommunications / Data Design:

NA

.3 Environmental (Hazardous Materials) Design:

NA

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

N/A

§ 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. Documents furnished in electronic format are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. The Architect makes no representations as to the compatibility or usability of documents supplied in electronic format.

§ 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.

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.

§ 2.2 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's obligation shall be to design the project in accordance with standards of care generally applicable to the provision of professional architectural services in the Upstate New York area. Such standard of care is not a warranty or guarantee, and the Architect shall have no such obligation.

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

§ 2.4 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.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 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.

§ 2.5.2 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.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

Init.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand dollars (\$ 500,000) each accident, Five Hundred Thousand dollars (\$ 500,000) each employee, and Five Hundred Thousand dollars (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million dollars (\$ 2,000,000) per claim and Three Million dollars (\$ 3,000,000) in the aggregate.

§ 2.5.7 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 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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 The Architect affirms adoption of a corporate sexual harassment policy and training, in accordance with New York State Labor Law, Section 201-G, Prevention of Sexual Harassment.

§ 2.7 The Architect acknowledges that the Owner is a central school district which is subject to various laws and regulations of the State of New York. The Architect will, in accordance with the professional standards prescribed by Section 2.2, comply with all laws and regulations as they pertain to the design, bidding and construction of the Project. The Architect will consult with the Owner or the Owner's legal counsel with respect to any questions concerning the applicability or interpretation of such laws and regulations.

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 and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. 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 not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall design the Project to respond to applicable design requirements imposed by those authorities and entities.

Init.

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

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and 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, 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 shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. 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 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 to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

§ 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 Owner's approval. The Design Development Documents 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 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. 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.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner 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 agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner 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 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 the bids, and subsequently documenting and distributing the bidding results, as directed by 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.

§ 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors;
3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

Init.

participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal 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 contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 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 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 (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work which, in the opinion of the Architect, does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect 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 Contractor, 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 either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 As used in this Agreement and on "inspection" reports and any certifications, the term "inspection" shall mean the visual, non-intrusive, observation of the Contractor's construction and materials used, performed for the purpose of enabling the Design Professional to give a professional opinion as to the general conformance of the Contractor's work, equipment and materials with the Contract Documents. Such "inspections" shall not be relied upon by any party (including persons not a party to this Agreement) as constituting an approval and acceptance by the Design Professional and shall not be deemed a release of any party from fulfilling the terms and conditions of their contract with the Owner.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is 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.

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals 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 Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The 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 rely upon, and

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shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect 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 supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. 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 to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (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 Contractor under the Contract Documents.

§ 3.6.6.5 Intentionally Omitted.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The 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. Supplemental Services indicated as Not Provided can be added after execution of this Agreement subject to the provisions of Section 4.2.

(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 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 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.)

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- 1 Civil Engineering & Landscape Design: Architect shall provide professional services associated with the final approved site design (applicable utilities, parking, grading, athletic fields, playgrounds, and landscaping).
- 2 Architectural Interior Design: Architect shall provide design services in connection with procurement and selection of interior building materials and finishes (not including furniture and equipment) associated with the final approved design.
- 3 Telecommunications/Data Design: Architect shall provide design services associated with the final approved renovated and new spaces. Telecommunications/Data Design shall be a modification/expansion of existing infrastructure and coordinated with systems requirements established by the Owner.
- 4 Multiple Bid Packages: Architect shall provide bid packages in accordance with Section 135 of the New York State Finance Law (Wick's Law).
- 5 Other Services Provided by Specialty Consultants: Architect shall provide professional services associated with the removal of Asbestos-Containing Building Materials (ACBM). Field identification surveys, based upon Owner-furnished AHERA report(s), and laboratory testing services required for same shall be retained by the Architect and compensated as a Reimbursable Expense as provided in Section 11.8.2.
- 6 Other Services Provided by Specialty Consultants: Architect shall provide professional services associated with stormwater pollution prevention and NYSDEC SPDES Permit (State Pollutant Discharge Elimination System) for Storm Discharge from Construction Activities. Architect shall provide a Stormwater Pollution Prevention Plan (SWPPP) Report with stormwater calculations and watershed analysis and submit Notice of Intent on behalf of the Owner. Periodic inspection reports and certification that the appropriate erosion and sediment controls are being implemented at the site during the applicable construction period shall be compensated as a Reimbursable Expense as provided in Section 11.8.2.

§ 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.)

None

(Paragraph deleted)

§ 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 approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 3 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;
- 4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

Init.

- 5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- 6 Preparation of design and documentation for excessive (construction value greater than 5% of anticipated cost of Base Bid Work) alternate bid or proposal requests proposed by the Owner;
- 7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- 8 Evaluation of the qualifications of entities providing bids or proposals;
- 9 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- 10 Assistance to the Initial Decision Maker, if other than the Architect.
- 11 Providing planning surveys, site evaluations or comparative studies of prospective sites;
- 12 Providing special surveys, studies or submissions for governmental authorities or others having jurisdiction over the Project;
- 13 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction;
- 14 Providing services to verify the accuracy of drawings or other information furnished by the Owner;
- 15 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner;
- 16 Providing analyses of owning and operating costs;
- 17 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment;
- 18 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities;
- 19 Providing detailed estimates of Construction Cost;
- 20 Preparing a set of reproducible (including electronic) record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect;
- 21 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation;
- 22 Providing services of consultants for other than architectural, site, civil, structural, mechanical and electrical engineering portions of the Project unless provided as a Supplemental Service in Section 4.1.2; or
- 23 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

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

- 1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- 2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- 3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- 4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- 5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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

- 1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 Bi-Weekly visits to the site by the Architect during construction through the date of Substantial Completion identified in Section 1.1.4
- 3 Two (2) inspections 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 initial date of Substantial Completion identified in the agreement between the Owner and Contractor, 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 Six (6) 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 establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall 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.

§ 5.4 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.

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

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

§ 5.7 Intentionally Omitted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. 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.

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.15 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.

§ 5.16 The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and Work of the Contractors.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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, Specifications, models and renderings, including those in electronic form, 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 Contractor, 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. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and

replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 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. However, 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 by license granted in Section 7.3. 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. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. 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 The Owner agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Architect pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Architect. The Owner further agrees to waive all claims against the Architect resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect.

§ 7.6 Under no circumstances shall delivery of electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either expressed or implied, of the merchantability and fitness for any particular purpose. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's use or reuse of the electronic files.

§ 7.7 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 7.8 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 requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 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 A201-2017, General Conditions of

the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. 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.

§ 8.1.4 The Architect and Owner, to the extent permitted by applicable law, shall each indemnify the other, and their respective officers and employees, with respect to any demand, claim, liability, cost, expenses, fine or penalties to the extent caused by such party's negligent act, error or omission in any way related to the Project or this Agreement. In the event of any claim, allegation or demand by a third party involving the negligent performance of the scope of services or responsibilities of either Party, such Party shall promptly assume responsibility for the investigation, defense and response to such issues. The duty to indemnify under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.5 In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution, with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, the dispute shall be submitted to mediation in accordance with Section 8.2.

§ 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.

§ 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

☐ Other: *(Specify)*

N/A

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.

Init.

§ 8.3 Arbitration

§ 8.3.1 Intentionally Omitted.

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Intentionally Omitted.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

§ 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 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.

§ 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:

Expenses directly attributable to termination for which the Architect is not otherwise compensated, including: reasonable costs incurred to assemble, distribute and close project files and documents; and termination penalties/expenses related to third parties retained by the Architect in regard to its obligations under this contract.

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

Fifteen percent (15%) of the value of the services not performed by the Architect.

§ 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.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, 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 or that would result in the Architect having to certify beyond the Architect's professional opinion or on information or conditions unknown to the Architect. The Owner also agrees not to make resolution of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect and Architect's consultants 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, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold, fungus, lead or other hazardous or toxic substances.

§ 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 by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except 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, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those

employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

§ 10.10 The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, Architect) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

§ 10.11 As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

§ 10.12 In the event that the Owner requests the Architect to specify a pre-engineered building, the Owner acknowledges that the Architect will not engineer, design, manufacture, assemble or erect said building and is not responsible for defects or deficiencies in the building. The Owner waives all claims against the Architect arising in any way from the specification of the building or for any defects, deficiencies, errors or omissions in the design, fabrication or erection of the building. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the specification, design, fabrication, erection or use of the buildings, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

§ 10.13 If the Architect becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Owner, the Owner's consultants or any other cause beyond the control of the Architect, which will result in the schedule for performance of the Architect's services not being met, the Architect shall promptly notify the Owner. If the Owner becomes aware of any delays or other causes that will affect the Architect's schedule, the Owner shall promptly notify the Architect. In either event, the Architect's schedule for performance of its services shall be equitably adjusted.

§ 10.14 The Owner agrees that any and all limitations of the Architect's liability and indemnifications by the Owner to the Architect shall include and extend to those individuals and entities the Architect retains for performance of the services under this Agreement, including but not limited to the Architect's officers, partners and employees and their heirs and assigns, as well as the Architect's subconsultants and their officers, employees, heirs and assigns.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

Basic Services fee to provide the District with professional services will be Ten Thousand Dollars and Zero Cents (\$10,000.00)

- .2
(Paragraphs deleted)
Intentionally Omitted.

Init.

(Paragraphs deleted)

Intentionally Omitted.

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

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

Compensation for the Architect's Supplemental Services described in Section 4.1.2.1 are included within the Compensation in Section 11.1.

§ 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 may mutually be agreed to, in writing, between Owner and Architect. Except as provided in Section 4.2.2, Additional Services shall not be provided without prior written agreement with Owner as to scope and terms for payment.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows:

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

§ 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	Twenty	percent (20	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Thirty-Five	percent (35	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
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 Intentionally Omitted.

§ 11.6.1 Intentionally Omitted.

§ 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.)

Reference Exhibit "A".

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

- 3 Permitting and other fees required by authorities having jurisdiction over the Project;
- 4 Printing, 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 Fifteen percent (15 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 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 2.5, and for which the Owner shall reimburse the Architect.)

As may mutually be agreed to, in writing, between Owner and Architect.

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

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

§ 11.10.1.2 **Intentionally Omitted**

§ 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 are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

Twelve percent Annual Percentage Rate (12%) APR.

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

§ 11.10.2.3 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.)

None

Init.

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 B101™-2017, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit,

(Paragraphs deleted)
if completed

- 3 Exhibits

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

XX]

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit "A": SEI Hourly Billing Rates

Exhibit "B": Proposal dated April 6, 2021

- 4 Other documents:

(List other documents, if any, forming part of the Agreement.)

None

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

BELLEVILLE-HENDERSON CENTRAL SCHOOL DISTRICT

SEI DESIGN GROUP ARCHITECTS, D.P.C.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Victor J. Tomaselli, AIA, Senior Principal

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



Hourly Billing Rates

Effective rates through December 2021

Senior Principal	\$233.00
Principal	\$196.00
Associate Principal	\$174.00
Senior Project Manager	\$163.00
Project Manager	\$157.00
Senior Architect	\$137.00
Architect	\$125.00
Graphics	\$118.00
Senior Designer	\$118.00
Marketing	\$109.00
Designer	\$90.00
Draftsperson/CAD Operator	\$81.00
Senior Construction Administrator	\$172.00
Construction Administrator	\$130.00
Clerical	\$74.00
Intern	\$43.00



April 6, 2021

Jane Collins
 Superintendent of Schools
 Belleville Henderson Central School District
 8372 County Rd 75,
 Adams, NY 13605

RE: 2020-2021 Capital Outlay Project

Dear Jane:

Thank you for allowing us the opportunity to submit this proposal for professional services for the above referenced project. The following outlines our understanding of the project and the proposed services required / requested.

PROJECT UNDERSTANDING:

The District wishes to undertake a new Capital Outlay Project to provide air conditioning at the teacher's lounge and IT offices.

SCOPE OF PROFESSIONAL SERVICES:

Our scope of professional services shall be as follows:

- o Meet with District representatives to evaluate and solidify project scope.
- o Review existing building drawings.
- o Perform field-observations to establish existing conditions.
- o Prepare construction documents and specifications for SED submission.
- o Prepare all SED paperwork necessary for project submission and completion.

OUR TEAM:

Victor Tomaselli AIA will be the Principal-in-Charge and Stephen J. Staveski AIA will be the Project Manager from SEI Design Group. Additionally, your project will be supported by experienced and competent professionals from our Rochester office.

In addition to SEI staff, we include highly competent, Mechanical-Electrical-Plumbing engineering sub-consultants as necessary for completion of these tasks. IBC Engineering will provide the MEP design.

Ms. Jane Collins
April 6, 2021

SCHEDULE

It is our understanding; the district would like SEI design group to begin design services prior to the May budget vote. Soon after the vote approval, we will issue drawings to SED for review and approval.

FEES FOR PROFESSIONAL SERVICES

For the above defined project, we propose a LUMP SUM fee Ten Thousand Dollars (\$10,000.00). We anticipate invoicing monthly, based on percentage of work complete.

EXCLUSIONS

For the purposes of this proposal, the following items are not included in the lump sum fee:

1. Reimbursable expenses such as printing, postage and handling, long distance travel.

CONTRACT FOR PROFESSIONAL SERVICES

If you are in agreement with this basic outline of our services, we will draft an AIA Standard Form of Agreement between Owner and Architect for your review and execution.

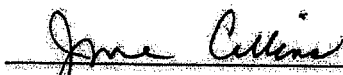
Thank you again for considering SEI Design Group. We look forward to the continued prospect of working with you this project. Please feel free to contact us if you have any questions or require any additional information.

Sincerely,



Victor J. Tomaselli, AIA
Senior Principal
SEI design group

Ms. Jane Collins
For Belleville Henderson Central School District


Signature

4/19/21

Date