

ADMINISTRATION

JASON A. MITCHELL

Superintendent

BRIAN J. LAELLA

*Director of Curriculum,
Instruction and Special
Education*

LARRY NICHOLS

Middle/High School Principal

LEEANN CUCCI

Elementary Principal

MELANIE BROUILLETTE

Treasurer



BOARD OF EDUCATION

JENNIFER LAVOIE

President

JONA SNYDER

Vice President

LAURA BILLINGS

JESSICA CLARK

MIKE FILIPOVICH

BRETT REITER

JENNAH TURNER

TRACEY LEWIS

District Clerk

Madison Central School District

7303 State Route 20, Madison, NY 13402

315-893-1878 • 315-893-7111 Fax

madisoncentralny.org

BOARD OF EDUCATION REGULAR MEETING

JULY 5, 2022

6:30 P.M. – AUDITORIUM

- I. Call to Order
- II. Agenda Additions
- III. Consent Agenda
 - a. Approval of Agenda for this meeting
 - b. Approval of Minutes
 1. June 21, 2022 Regular Meeting Minutes
- IV. Public Forum
- V. Reports
 - a. Treasurer
 1. Approval of Transfers
 - b. Superintendent – Information Items
 1. School Resource Officer
 2. Recent Parent Concern
 - c. Superintendent – Approval Items
 1. Approval to surplus list of books
 2. Approval of Bus Maintenance Contract for 2022-23
 3. Approval of contract between Madison Central School and MARCH Associates for the 2022-23 Capital Improvement Project
 4. Approval of updated 2022-23 Madison Central School Calendar
 5. Approval of Summer Bus Runs for summer 2022
- VI. Committee Reports
- VII. Policy
 - a. Second Reading of Policy # 5101 entitled “School Vandalism”
 - b. Second Reading of Policy # 5200 entitled “Automated External Defibrillation (AED) Policy
 - c. Second Reading of Policy # 8402 entitled “Education Support Materials Selection”
- VIII. Old Business
- IX. Board of Education Discussion Items

Commitment to Excellence

X. New Business

a. Personnel

1. Leave Requests
 - a. Christine Buschor - Leave without Pay for June 10, 2022 afternoon only
2. Appointments
 - a. Elizabeth Collins - Probationary Full-Time Special Education Teacher effective September 1, 2022 with tenure anticipated September 1, 2026 in the area of Education of Children with Handicapping Conditions - General Special Education at M1, Step 5, with Masters as per contract with Initial Certification in Students with Disabilities Generalist 7-12
3. Approval of Summer Bus Run Drivers
 - a. Sam Dapson
 - b. Kim Holic
 - c. Chad Billings
 - d. Scott Kelley
 - e. Gail Soule - Aide
4. 2022-23 Advisor Appointments
 - a. Senior Class - Molly Huttar
 - b. Junior Class - Megan Barnes and Jessica Mortensen
 - c. Sophomore Class - Amanda Barton and Darcy Schenk
 - d. Freshman Class - Amber Neiss and Kelly Diehl
 - e. MADKA Yearbook - Amber Barrett
 - f. Athletic Director - Mike Lee
 - g. SADD - Kurt Peavey
 - h. TAP Coordinator - Jennifer Buckley and Pat Hill
 - i. Instrumental Music - Ryan Hobart
 - j. Marching Band - Ryan Hobart
 - k. Choral Director - Nicole Winegard
 - l. FFA - Matt Bruno
 - m. Student Council - Amber Neiss
 - n. National Honor Society - Joseph Burdick
 - o. Foreign Language - Nichelle Suba
 - p. High School Art Club - TBD
 - q. Mathletics Team - TBD
 - r. Musical Director - TBD
 - s. Pit Band - Contingent TBD
 - t. Set Designer - Contingent TBD
 - u. Stage Manager - Contingent TBD
 - v. Play Director - TBD
5. Approval of Detention Monitors
 - a. Maxine Thurston
 - b. Amanda Hinman
 - c. Jessica Mortensen

b. CSE/CPSE Recommendations – in official packet

c. Principal / Director Reports

XI. Correspondence

XII. Question & Answer Opportunity

XIII. Adjournment

The Regular Meeting of the Board of Education of Madison Central School was held on June 21, 2022 at 6:30 pm in the auditorium.

MEMBERS PRESENT: Mrs. Laura Billings
Ms. Jessica Clark
Mrs. Jennifer Lavoie
Mr. Brett Reiter
Mr. Jona Snyder
Ms. Jennah Turner

MEMBERS ABSENT: Mr. Mike Filipovich

OTHERS PRESENT: Mr. Jason Mitchell, Superintendent
Mrs. LeeAnn Cucci, Elementary Principal
Mr. Larry Nichols, MS/HS Principal
Mr. Brian Latella, Director of Curriculum
Mrs. Melanie Brouillette, Treasurer
Ms. Tracey Lewis, District Clerk

- I. Call to Order
 - a. Mrs. Lavoie, president, called the meeting to order at 6:30 pm.
- II. Agenda Additions
- III. Consent Agenda
 - a. Approval of Agenda for this meeting

MOTION # 1 - APPROVAL OF AGENDA

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to approve the agenda for this meeting. Motion carried 6 yes, 0 no.

- b. Approval of Minutes
 1. June 7, 2022 Workshop Meeting Minutes

MOTION # 2 - APPROVAL OF MINUTES

ON THE MOTION of Ms. Clark, seconded by Mrs. Billings, the Board moved to approve the minutes from the June 7, 2021 Workshop Meeting. Motion carried 6 yes, 0 no.

- IV. Executive Session
 - a. To discuss confidential employee salary contracts

MOTION # 3 - ENTER EXECUTIVE SESSION

ON THE MOTION of Ms. Snyder, seconded by Mrs. Billings, the Board moved to enter into Executive Session at 6:32 pm to discuss confidential employee salary contracts. Motion carried 6 yes, 0 no.

- V. Adjourn Executive Session and resume regular meeting

MOTION # 4 - ADJOURN EXECUTIVE SESSION AND RESUME REGULAR MEETING

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to adjourn Executive Session and resume the Regular Meeting at 6:37 pm. Motion carried 6 yes, 0 no.

- VI. Public Forum
 - a. A parent shared his concerns over a conversation that occurred between a District employee and a student.

VII. Reports

a. Treasurer

1. Updated Internal Claims Auditor's Report

MOTION # 5 - APPROVAL OF INTERNAL CLAIMS AUDITOR'S REPORT

ON THE MOTION of Mr. Snyder, seconded by Mrs. Billings, the Board moved to approve the updated Internal Claims Auditor's Report. Motion carried 6 yes, 0 no.

2. Treasurer's Report dated May 31, 2022

MOTION # 6 - APPROVAL OF TREASURER'S REPORT

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to approve the May 31, 2022 Treasurer's Report. Motion carried 6 yes, 0 no.

3. Detail Warrants

MOTION # 7 - APPROVAL OF DETAIL WARRANTS

ON THE MOTION of Ms. Clark, seconded by Mrs. Billings, the Board moved to approve the Detail Warrants as follow: Warrant Number 51 - Fund A - 5/16/22 - 6 pages, Warrant Number 52 - Fund A - 5/27/22 - 5 pages, Warrant Number 49 - Fund A - 6/6/22 - 3 pages, Warrant Number 23 - Fund C - 5/16/22 - 2 pages, Warrant Number 24 - Fund C - 5/27/22 - 1 page, Warrant Number 17 - Fund FA22 - 5/16/22 - 1 page, Warrant Number 18 - Fund FA22 - 5/27/22 - 1 page. Motion carried 6 yes, 0 no.

4. Approval of Transfers

MOTION # 8 - APPROVAL OF TRANSFERS

ON THE MOTION of Ms. Clark, seconded by Mr. Snyder, the Board moved to approve the Transfers. Motion carried 6 yes, 0 no.

5. Approval to cancel outdated checks as provided

MOTION # 9 - APPROVAL TO CANCEL CHECKS

ON THE MOTION of Mrs. Billings, seconded by Ms. Turner, the Board moved to approve the cancellation of outdated checks as provided. Motion carried 6 yes, 0 no.

6. The Fund Balance was discussed.

b. Superintendent – Information Items

1. Mr. Mitchell reminded the Board that graduation will be Friday at 7 pm in the gym.

c. Superintendent – Approval Items

1. Tenure Recommendations

- a. Michelle Nolan effective September 4, 2022 in Elementary Education

MOTION # 10 - APPROVAL OF TENURE

ON THE MOTION of Ms. Turner, seconded by Mr. Snyder, the Board moved to approve the Tenure Recommendation for Michelle Nolan affection September 4, 2022 in Elementary Education. Motion carried 6 yes, 0 no.

2. Approval of Confidential Employee Contracts for July 1, 2022 through June 30, 2024
 - a. Melanie Brouillette, Treasurer
 - b. Tracey Lewis, Superintendent's Secretary/District Clerk
 - c. Jeff Pieters-Hayduke, Head Bus Driver
 - d. Amanda Barton, Learning Coach

MOTION # 11 - APPROVAL OF CONFIDENTIAL EMPLOYEE CONTRACTS FOR JULY 1, 2022 THROUGH JUNE 30, 2024

ON THE MOTION on Mr. Snyder, seconded by Ms. Clark, the Board moved to approve the Confidential Employee Contracts for July 1, 2022 through June 30, 2022 for Melanie Brouillette, Treasurer, Tracey Lewis, Superintendent's Secretary/District Clerk, Jeff Pieters-Hayduke, Head Bus Driver and Amanda Barton, Learning Coach. Motion carried 6 yes, 0 no.

3. Approval of District Wide Safety Plan for 2022-23

MOTION # 12 - APPROVAL OF DISTRICT WIDE SAFETY PLAN FOR 2022-23

ON THE MOTION of Mrs. Billings, seconded by Mr. Snyder, the Board moved to approve the District Wide Safety Plan for 2022-23. Motion carried 6 yes, 0 no.

4. Approval of using Section III rates for Shot Clock and Scoreboard wages for the current year (2021-22) and moving forward

MOTION # 13 - APPROVAL OF SECTION III RATES FOR SHOT CLOCK AND SCOREBOARD

ON THE MOTION of Mrs. Billings, seconded by Ms. Turner, the Board moved to approve the use of the Section III rates for Shot Clock and Scoreboard wages for the current year (2021-22) and moving forward. Motion carried 6 yes, 0 no.

5. Approval of creation of Matthew Crovella Memorial Award of \$100 to be given annually beginning in June 2022

MOTION # 14 - APPROVAL OF CREATION OF MATTHEW CROVELLA MEMORIAL AWARD

ON THE MOTION of Ms. Clark, seconded by Mrs. Billings, the Board moved to approve the creation of the Matthew Crovella Memorial Award of \$100 to be given annually beginning in June 2022. Motion carried 6 yes, 0 no.

6. Approval of creation of Darren L Masker Award of \$250 to be given annually beginning in June 2022

MOTION # 15 - APPROVAL OF CREATION OF DARREN L. MASKER AWARD

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to approve the creation of the Darren L. Masker Award of \$250 to be given annually beginning in June 2022. Motion carried 6 yes, 0 no.

7. Approval of additional 4.5 days for Robert Magee for 2021-22

MOTION # 16 - APPROVAL OF ADDITIONAL DAYS

ON THE MOTION of Mrs. Billings, seconded by Ms. Turner, the Board moved to approve 4.5 additional paid days for Robert Magee for the 2021-22 school year. Motion carried 6 yes, 0 no.

VIII. Committee Reports

- a. The Policy Committee met and the recommendations follow in the Policy Section.

IX. Policy

- a. Second Reading of Policy # 0010 entitled "Equal Opportunity and Prohibition of Discriminatuion and Harassment (Including Sexual Harassment)
- b. Second Reading of Policy # 0013 entitled "Title IX Grievance Process"

MOTION # 17 - APPROVAL OF POLICY

ON THE MOTION of Mrs. Billings, seconded by Mr. Snyder, the Board moved to approve the second readings of Policy # 0010 entitled "Equal Opportunity and Prohibition of Discrimination and Harassment "Including Sexual Harassment" and Policy # 0013 entitled "Title IX Grievance Process". Motion carried 6 yes, 0 no.

- c. The First Reading of Policy # 5101 entitled "School Vandalism" was done.
 - d. The First Reading of Policy # 5200 entitled "Automated External Defibrillation (AED) Policy was done.
 - e. The First Reading of Policy # 8402 entitled "Education Support Materials Selection" was done.
 - f. Notice of the Superintendent's Approval of Regulation # 0013.1 entitled "Title IX Grievance Process" was given.
 - g. Notice of the Superintendent's Approval of Regulation # 7002.1 entitled "Procedures for Achieving Education of Homeless Children" was given.
- X. Old Business
- a. None
- XI. Board of Education Discussion Items
- a. None
- XII. New Business
- a. Personnel
 - 1. Approval of Contract
 - a. Superintendent Jason A. Mitchell for July 1, 2022 through June 30, 2027

MOTION # 18 - APPROVAL OF SUPERINTENDENT'S CONTRACT

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to approve the Superintendent's Contract for Jason A. Mitchell for July 1, 2022 through June 30, 2027. Motion carried 6 yes, 0 no.

- 2. Resignations
 - a. Jonathan Silkowski - Special Education Teacher effective August 31, 2022

MOTION # 19 - ACCEPTANCE OF RESIGNATION

ON THE MOTION of Mrs. Billings, seconded by Mr. Snyder, the Board moved to accept the resignation of Jonathan Silkowski as Special Education Teacher, with regrets, effective August 31, 2022. Motion carried 6 yes, 0 no.

- 3. Summer School Appointments (19 days at the contractual rate)
 - a. Julianna Zegarelli - English
 - b. Amy Leahey - Math

MOTION # 20 - APPROVAL OF SUMMER SCHOOL APPOINTMENTS

ON THE MOTION of Ms. Turner, seconded by Mrs. Billings, the Board moved to approve the Summer School Appointments of Julianna Zegarelli for English and Amy Leahey for Math. Motion carried 6 yes, 0 no.

- 4. Leave Requests
 - a. Jennifer Fowler - Unpaid leave for June 13, 2022
 - b. Jamie Bruno - FMLA from mid-late November 2022 for the remainder of the 22-23 school year utilizing sick time during the disability period and then unpaid time through the remainder of the school year
 - c. Matthew Bruno - FMLA from mid-late November 2022 for a period of approximately 15 days utilizing sick time

MOTION # 21 - APPROVAL OF LEAVE REQUESTS

ON THE MOTION of Ms. Clark, seconded by Mr. Snyder, the Board moved to approve the leave requests as follow: Jennifer Fowler - Unpaid leave for June 13, 2022, Jamie Bruno - FMLA from mid-late November 2022 for the remainder of the 22-23 school year utilizing sick time during the disability period and then unpaid time through the remainder of the school year and Matthew Bruno - FMLA from mid-late November 2022 for a period of approximately 15 days utilizing sick time. Motion carried 6 yes, 0 no,

- b. CSE/CPSE Recommendations – in official packet

MOTION # 22 - APPROVAL OF CSE/CPSE RECOMMENDATIONS

ON THE MOTION Ms. Clark, seconded by Mr. Snyder, the Board moved to approve the CSE/CPSE Recommendations as found in the official packet. Motion carried 6 yes, 0 no.

c. Principal / Director Reports

1. Mrs. Cucci, Elementary Principal, shared that the Computer Based Testing for ELA for 3rd grade went smoothly, the Kindergarten celebration and 5th grade Moving Up ceremony went well and the PreK graduation is Wednesday. The last couple of weeks of school have been very busy with Field Days, lake days and trips to area zoos. PreK and Kindergarten screenings have been done and Amanda Barton is running the summer enrichment program for the elementary.
2. Mr. Nichols stated that Regents are well underway and that there is a new appeals process that is going to be causing scoring to take additional time. July 11th is the start of the summer school for middle school students and will run for four weeks. Senior Awards night is Wednesday with Graduation on Friday at 7 pm. Baccalaureate services were well attended this past Sunday.
3. Mr. Latella shared many new plans for summer professional development including Jody Popple, MTSS, training at Vernon Downs, Olivia Wahl and the new teacher orientation which will be planned for late summer.

XIII. Correspondence

- a. A thank you card from the family of Charles F. Cotter Jr. was shared.
- b. The MCS End of Year Library Report was shared.
- c. The Summer Reading Program flier was shared.

XIV. Question & Answer Opportunity

- a. None

XV. Executive Session

- a. To discuss the Superintendent's Evaluation

MOTION # 23 - ENTER EXECUTIVE SESSION

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to enter in Executive Session at 7:00 pm to discuss the Superintendent's Evaluation with Ms. Clark acting as clerk. Motion carried 6 yes, 0 no.

XVI. Adjourn Executive Session

MOTION # 24 - ADJOURN EXECUTIVE SESSION

ON THE MOTION of Mrs. Billings, seconded by Mr. Reiter, the Board moved to adjourn Executive Session at 7:18 pm. Motion carried 6 yes, 0 no.

XVII. Adjournment

MOTION # 25 - ADJOURNMENT

ON THE MOTION of Mr. Snyder, seconded by Ms. Turner, the Board moved to adjourn for the evening at 7:20 pm. Motion carried 6 yes, 0 no.

ADMINISTRATION**JASON A. MITCHELL***Superintendent***BRIAN J. LAPELLA***Director of Curriculum,
Instruction and Special
Education***LARRY NICHOLS***Middle/High School Principal***LEEANN CUCCI***Elementary Principal***MELANIE BROUILLETTE***Treasurer***BOARD OF EDUCATION****JENNIFER LAVOIE***President***JONA SNYDER***Vice President***LAURA BILLINGS****JESSICA CLARK****MIKE FILIPOVICH****BRETT REITER****JENNAH TURNER****TRACEY LEWIS***District Clerk*

Madison Central School District

7303 State Route 20, Madison, NY 13402

315-893-1878 • 315-893-7111 Fax

madisoncentralny.org

June 28, 2022

To: Board of Education

From: Melanie Brouillette

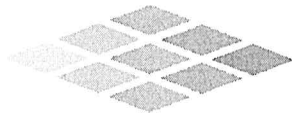
Re: Book Surplus

I am requesting that the Board of Education surplus the following list of books. These books are not being used or are old and missing pages.

36 – Pre Algebra – ISBN – 0-07-822873-5 Copyright 2006

17 – Pre Algebra – ISBN 0-07-822873-5 Copyright 2001

38 - Mathematics: Applications & Concepts – Course 3 Copyright 2004



BUSINESS OFFICE

Phone: 315.361.5514 ♦ Fax: 315.361.5595

TARA PAWLOWSKI, Director of Business Services

MEMORANDUM

TO: Dr. Ravo Root
Mr. Shawn Bissetta
Mr. William Dowsland
Mr. Corey Graves
Dr. Brian Bellair
Mr. Jason Mitchell
Mr. Peter Blake
Mr. Timothy Jenny
Mrs. Martha Group
Dr. Stephen Grimm
Mr. Matthew Carpenter

FROM: Michelle VanDreason, Sr. Account Clerk

SUBJECT: Bus Maintenance Contract (Form TC)

DATE: June 17, 2022

Attached you will find two copies of the 2022-2023 contract.

1. ~~print~~ and sign both copies of the attached contract in the bottom right,
2. have your Board President sign both copies of the contract,
3. please return all original copies to my attention.

I will secure the signature of the BOCES Board President, file the required number of copies with the State Education Department and return a fully executed copy for your files.

Please do not hesitate to contact us if you have any questions.

Thank you for your assistance.

Attachment: Form TC (2 copies)

2 / 5 / 19 / 10 / 10 / 10
(SED CODE)

The State Education Department
Transportation Unit, Room 876 EBA
Albany, New York 12234

Form TC
C / / / / / / / / / / /
Contract Number
(SED will fill in)

TRANSPORTATION CONTRACT
(Do not use for Addendums or Extensions - See Note on Reverse)

Lisa Decker			Tele (315) 361-5520
Contact Person			Fax (315) 361-5595
Madison-Oneida BOCES			
School District/BOCES			
P O Box 168, 4937 Spring Rd			
Street or P.O. Box			
Verona	New York	13478-0168	
City	State	Zip Code	

- Check if applicable:**
- Special Education Pupils - Transportation required as a related service.
 - Contract will begin part way through the school year and cost \$20,000 or less.
 - One-month emergency contract- 31 Calendar Days.
 - Contract for bus maintenance only.
- Specifications include:**
- District will supply contractor with fuel.
 - Provision for attendants, escorts or monitors.
 - Clause for increasing or decreasing service.

This AGREEMENT made this 1st day of July 20 22 by and between
Madison Central School District, County of Madison, N.Y.
(Name of School District or BOCES)
 party of the first part and Madison-Oneida BOCES, party of the second part.
(Contractor)

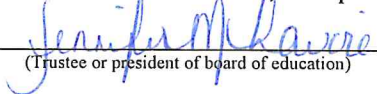
WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin

July 1st 2022 and to end June 30th 2023
Month Day Year Month Day Year

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ _____ or \$ _____ if on a per-bus, per-diem, per-mile or _____
*See Annual Cost: lump sum which is paid in 10 monthly installments through regular general fund billing
(If lump sum contract) (Unit Cost)

other unit cost basis for providing such transportation on a suitable conveyance.
 Total Anticipated Annual Cost \$ 87,000 (approx.).

If awarded through a request for proposals, date of request of such proposals ___ (see note on reverse)
 IN WITNESS WHEREOF, The parties have set their hands the day and year above written.

	Madison Central School District	Route 20, Madison NY 13402
<small>(Trustee or president of board of education)</small>	<small>(Party of the first part)</small>	<small>(Post Office Address)</small>
	Madison-Oneida BOCES	P O Box 168, Verona NY 13478
	<small>(Party of the second part)</small>	<small>(Post Office Address)</small>

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: 7/1/2022 Filed by: 
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator. And the party of the second part further covenants and agrees that the vehicle shall come to a full stop before crossing the tracks of any railroad and before crossing any State highway and that it shall at all times comply with the rules and regulations of the Department of Transportation applying to such vehicles.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be signed by the trustee or president of the board of education and the contractor. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second part will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening ___ Complete **BID TABULATION** below:

1. _____ (Name) (Amount of Bid)	3. _____ (Name) (Amount of Bid)
2. _____ (Name) (Amount of Bid)	4. _____ (Name) (Amount of Bid)

Was contract awarded to the lowest responsible bidder? Yes No If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons on a separate sheet and attach to this contract. If no bids are received, it is necessary for the district to re-advertise.

Attach Affidavits of Publication which you can secure from the newspapers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If detailed specifications were used, kindly forward a copy.

MULTI-YEAR CONTRACT: A separate line item shall be included in the Annual Budget and Budget Brochures. Also a footnote to that line item shall indicate: "___ year (first, second, etc.) of a ___ - year (two, three, etc.) contract, the total cost of which is \$___" (total cost of multi-year contract).

REQUEST FOR PROPOSALS: If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, and the scores used to assess each category of the criteria, in accordance with the provisions of Section 156.12 of Commissioner of Education Regulations.

EXTENSIONS AND ADDENDUMS: An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.

Update 6/14/2022

DISTRICT	BUS #	YEAR	CHASSIS	BODY	SEATING CAPACITY	W/C
MAD	104	2014	Dodge	Caravan	7	
MAD	105	2015	Chevy	Suburban	7	
MAD	107	2016	BLUEBIRD	Microbird	24	3
MAD	108	2017	Bluebird	Vision	65	
MAD	110	2018	Bluebird	VISION	71	
MAD	111	2019	Bluebird	VISION	71	
MAD	112	2019	Bluebird	VISION	71	
MAD	113	2020	Bluebird	VISION	59	3
MAD	114	2020	Girardin	Microbird	30	
MAD	115	2020	IC	CESB	72	
MAD	116	2020	IC	CESB	72	
MAD	117	2022	IC	CESB	77	

DRAFT

AIA® Document B132™ - 2019

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

AGREEMENT made as of the **Seventh** day of **June** in the year **Two Thousand Twenty-Two**

(In words, indicate day, month, and year.)

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

Madison Central School District
7303 State Route 20
Madison, New York 13402

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

MARCH Associates, Architects & Planners, PC
258 Genesee Street, Suite 300
Utica, New York 13502

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

2022/2023 Capital Improvements Project

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

GYMO Construction Management
18969 US Route 11
Watertown, New York 13601

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.

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

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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

EXHIBIT A: PROJECT SCOPE, SCHEDULE, AND BUDGET

EXHIBIT B: LIST OF AUTHORIZED CONSULTANTS AND SUPPLEMENTAL AND ADDITIONAL SERVICES

EXHIBIT C: ARCHITECT-CONSTRUCTION MANAGER COORDINATION MATRIX

EXHIBIT D: ARCHITECT'S DESIGN TEAM MEMBERS

ARTICLE 1 INITIAL INFORMATION

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

§ 1.1.1 The Owner's program for the Project:

See attached Exhibits

§ 1.1.2 The Project's physical characteristics:

See attached Exhibits

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1 is as set forth in Exhibit A.

§ 1.1.4 The Owner's anticipated design and construction milestone dates are set forth in Exhibit A.

§ 1.1.5 The Owner intends the following procurement method for the Project:

Competitive bidding with multiple Prime Contractors and/or procurement without competitive bidding in compliance with Owner's policies and procedure and applicable New York State Law and New York State Education Department Regulations, see §3.5.3

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

None

§ 1.1.7 Intentionally omitted.

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

Mr. Jason Mitchell, Superintendent of Schools
Madison Central School District
7303 State Route 20
Madison, New York 13402

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

The Construction Manager and, in some circumstances, the Board of Education

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

- .1 Construction Manager – identified on the cover page.

GYMO Construction Management
18969 US Route 11
Watertown, New York 13601

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

Mr. David D. Jadowski, AIA, Principal

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2 subject to Owner's prior written approval see Exhibits B-1 and B-2:

§ 1.1.12.1 Consultants retained under Basic Services, which may be changed by mutual written agreement of the Parties:

- .1 Structural Engineer:

Interactive Engineering Solutions (IES)
1721 Black River Boulevard N., Suite #L-1
Rome, New York 13440

- .2 Mechanical Engineer:

Towne Engineering
18 South Street
Utica, New York 13501

- .3 Electrical Engineer:

Towne Engineering

§ 1.1.12.2 Consultants retained under Supplemental Services:

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§ 1.1.13 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 or at the Owner's discretion terminate this Agreement without cause. 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. However, the parties agree that time is of the essence with respect to Architect's performance under this Agreement.

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 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.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, as amended by the parties to that agreement. The Architect shall not be responsible for actions taken by the Construction Manager. All references to AIA Document C132-2019, Standard Form of Agreement between Owner and Construction Manager, shall mean such Standard Form of Agreement as it may be modified by the Owner and Construction Manager in writing and coordinated with the Owner-Architect Agreement. The Owner will promptly provide a copy of the Construction Manager's Agreement to the Architect, including any modifications thereto.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of Architect with respect to the Project. If at any time during the Project any such representative becomes unacceptable to the Owner (on any lawful basis), the Architect shall replace him/her with another representative who is mutually acceptable to the Owner and Architect. The members of the Architect's Design Team working on this Project (including consultants), along with their responsibilities and qualifications are set out in attached Exhibit D.

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

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement and shall maintain Products and Completed Operations insurance coverage in effect for a period of two (2) years after Final Completion of the Work to be performed under the Contract Documents.

§ 2.6.1 Comprehensive General Liability Insurance naming the Owner as an Additional Insured on a primary and a non-contributory basis, containing an Additional Insured Endorsement and a Waiver of Subrogation Endorsement attached, both reasonably acceptable to Owner:

General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

§ 2.6.2 Commercial Automobile Liability Insurance covering owned and rented vehicles operated by the Architect with policy limits of not less than one million (\$1,000,000) combined single limit and aggregate for bodily injury and property damage. Including Bodily Injury and Property Damage for the operation of Any Auto (Symbol 1) used in connection with services to be completed by the Architect and all subcontractors and consultants, **with the Owner named as an Additional Insured on a primary and a non-contributory basis with an Additional Insured Endorsement and a Waiver of Subrogation Endorsement attached, both reasonably acceptable to Owner.**

§ 2.6.3 Umbrella Liability Insurance:

Each Occurrence Limit	\$4,000,000
Aggregate	\$4,000,000

The Umbrella Liability Insurance coverage shall provide additional limits of liability coverage over and above the General Liability and Automobile Liability coverages required by this Agreement, naming the Owner as an Additional Insured on a primary and a non-contributory basis, containing an Additional Insured Endorsement and a Waiver of Subrogation Endorsement attached, both reasonably acceptable to Owner.

§ 2.6.4 Workers' Compensation insurance covering the obligations of the Architect in accordance with applicable law at statutory limits and Employer's Liability Insurance with a policy limit of not less than required by applicable law, covering all operations under this Agreement, whether performed by the Architect, its subcontractors, or consultants.

§ 2.6.5 Professional Liability Insurance covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than two million (\$2,000,000) per occurrence and in the aggregate.

§ 2.6.6 At the request of the Owner, the Architect shall provide to the Owner for each of the insurance coverages required herein one original or one certified copy of the original policy of insurance, including all endorsements, plus one certificate of insurance, with a brief description of the project or service. The policies and certificates shall show the Owner as an Additional Insured on a primary and non-contributory basis on the Comprehensive General Liability, Automobile Liability, Umbrella or Excess policies. All such insurance shall be written without expense to the Owner by an insurance company authorized to provide insurance in the State of New York, shall be drawn on unmodified standard forms approved by the New York State Insurance Department by a Carrier rated A or better by Standard & Poor's or A.M. Best Rating Services or otherwise approved in writing by the Owner and shall protect the Architect, its subcontractors and consultants, and the Owner from liability for claims for personal injury, death and property damage which may arise from performance under this Agreement.

§ 2.6.6.1 At the request of the Owner, the issuing insurance company, agents and/or authorized representatives shall set forth in writing that there are no pending claims against the insured and/or that there is ample coverage remaining to cover the insured in the event of a claim.

§ 2.6.6.2 At the request of the Owner, the issuing insurance company, agents and/or authorized representatives shall set forth in writing that the insurance: (1) applies to all services of the Architect to be performed under this Agreement; (2) applies on the effective dates stated, whether or not the Agreement between the Architect and the Owner has been executed; and (3) is written in accordance with the company's regular policies and endorsements on standard forms approved by the New York State Insurance Department.

§ 2.6.6.3 Each policy must provide the Owner thirty (30) days advance written notice prior to cancellation, a reduction in coverage, and/or non-renewal of the policy.

§ 2.6.6.4 The Architect shall provide written notification to the Owner of the cancellation or expiration of any insurance Architect is required to provide under this Agreement. The Architect shall provide such written notice within five (5) business days of the date the Architect is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 2.7 The Architect acknowledges that the Owner is a school district which is subject to various laws and regulations of the State of New York. The Architect represents that it is familiar with such laws and regulations as they pertain to the design, bidding and construction of the Project including, but not limited to, the requirements of Article 5-A of the General Municipal Law (sections 100 & ff., "Public Contracts"); Article 9 of the Education Law (sections 401 & ff., "School Buildings and Sites"); and Sub Chapter J, Part 155 of Title 8, Chapter II of the Codes, Rules and Regulations of the State of New York (Regulations of the Commissioner of Education, "Educational Facilities"), to the extent that they pertain to the Project. The Architect will exercise professional care and judgment to perform services in accordance with the requirements of these and other applicable laws, rules, and regulations.

§ 2.8 The Architect hereby represents to Owner that Architect is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder in compliance with the schedule for the Architect's services; that Architect has visited the site for the Project and reasonable familiarized itself with the local conditions under which the services required hereunder are to be performed and shall incorporate the observations in the performance of its services.

§ 2.9 The Architect with the assistance of the Construction Manager, shall prepare, file, apply for and secure all licenses, approvals, permits and authorizations as may be required by the State Education Department and any other governmental authority or agency having any jurisdiction over or interest in the project, all within the required time limits, or shall where appropriate ensure that responsibility for the same is incorporated in the Construction Documents as an obligation of the appropriate Contractor. The Owner and Construction Manager shall provide all information in its possession, and provide such other assistance, requested and reasonable required by the Architect to perform its obligations under this Paragraph.

§ 2.10 The Architect and the Owner agree that this Agreement shall automatically terminate without notice if the voters of the Owner (School District) reject a referendum seeking authorization to proceed with the Project and the Owner will not be liable for any expenses or fees except as specifically set out herein.

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 necessary to accomplish the Owner's program and complete the Project. The Architect shall advise the Owner, at the earliest possible date, if it believes that any additional consultants are required to complete the Project. Moreover, the Architect will assist the Owner in the selection of consultants (e.g., a construction manager), where appropriate.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other 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 or if it will be unable to meet the agreed schedule for Architect's services.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services consistent with Section 1.1.4 and Exhibit A for inclusion in the Project schedule prepared by the Construction Manager. The schedule shall include design phase milestone dates, anticipated dates when cost estimates or design reviews will occur, and allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except with the written approval of the Owner, be exceeded by the Architect. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. Any adjustments to the schedule shall be void and of no force and effect until such adjustments are agreed to in writing by the Owner.

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

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents. The Construction Manager shall prepare a Schematic Design level estimate. The Architect and the Construction Manager shall agree to an estimate of the Cost of the Work prior to the Design Development Phase and shall report same in writing to the Owner. The Architect will present schematic plans to different levels of Owner's staff as reasonably requested by Owner.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and the completion of the cost estimate as provided in Section 3.2.6 at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

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

§ 3.3 Design Development Phase Services

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

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. It will then be determined whether there is enough information for an estimate by the Construction Manager.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. A meeting will be held between the Architect, Construction Manager and Owner to review the Construction Manager's findings. It will then be determined which items will be incorporated into the Construction Documents.

§ 3.4 Construction Documents Phase Services

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

§ 3.4.2 The Architect shall submit a complete set of Construction Documents to the New York State Education Department Office of Facilities Planning (“OFP”) for review and approval. The Architect shall also furnish a copy of that submission to the Owner and Construction Manager. The Architect will advise the Owner and Construction Manager of any necessary revisions to the Contract Documents mandated by OFP and any adjustments to the estimate of the Cost of the Work resulting from those revisions, seeing to it that the estimate does not exceed the Owner’s Budget for the Cost of the Work. Should the revised estimate exceed the Owner’s budget for the Cost of the Work, the Architect will develop and provide to Owner Construction Document alternatives which do not exceed that amount for review and approval by the Owner. Should this require a resubmittal of Construction Documents to OFP, Architect will be responsible for same, without additional compensation.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and the Construction Manager in the development and preparation of: (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms and suggested legal notices and/or assistance with alternative procurement methods as set out in §3.5.3; (2) the form of agreements between the Owner and Contractors (AIA/A132-2019); and (3) the Conditions of the Contracts for Construction (General Conditions of the Contract for Construction (AIA/A232-2019 version) and Supplemental Conditions as required); (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms; and (5) any documents, certifications, or other materials required by Section 3.5.3. Upon the request of the Owner, the Owner’s attorney shall review the proposed bidding and contract documents for legal sufficiency and the Architect shall make such modifications as the Owner’s attorney deems to be in the interest of the Owner. However, notwithstanding the foregoing, the Architect’s assistance and cooperation with the Construction Manager will not relieve the Construction Manager of responsibility to prepare the Invitation to Bidders, bid forms, General Conditions of the Contract for Construction and Supplemental Conditions and the form of Agreement between Owner and Contractor, which responsibility is primarily that of the Construction Manager.

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

§ 3.4.5 Upon receipt of the Construction Manager’s information and completion of the Construction Manager’s estimate of the Cost of the Work at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner’s approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids in accordance with New York General Municipal Law, including without limitation the preparation of all notices and advertisements required thereby, or completion of other procurement methods as set forth in Section 3.5.3; (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 described in Section 3.4.3.

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

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders. The Architect shall also advise the Owner on the acceptability of apparent low bidders.

§ 3.5.2.4 If the lowest responsible bid, or the aggregate of the lowest responsible bids in the case of multiple prime contracts, submitted by qualified contractor(s), exceeds the limits of the Owner's budget for Cost of the Work, the Owner at its option shall:

- .1 give written approval of an increase in the Owner's budget for the Cost of the Work (and any corresponding reduction of other elements of Project Cost) to the Architect and Construction Manager;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work; or
- .4 abandon the Project and terminate in accordance with Sections 9.5 and 9.6.

If the Project is bid in phases, then for purposes of this Section 3.5.2.4 the Owner's budget for the Cost of the Work shall mean the portion of the Cost of the Work which was established by the Owner for that part of the Project involved in such bid phase.

§3.5.2.5 If the Owner chooses to proceed under Section 3.5.2.4.3, the Architect shall make such modifications to the Construction Documents as may be necessary to bring the Contract Cost within the fixed limit, and shall perform such services with respect to approval of the State Education Department and to any rebidding processes as are required, all at no additional cost to the Owner. The Architect shall be entitled to compensation in accordance with this Agreement for all compensable services performed whether or not the Construction Phase is commenced.

§ 3.5.3 If the Owner chooses to procure any services or equipment through a method other than competitive bidding, including but not limited to New York State Contracts, Piggyback Purchasing pursuant to General Municipal Law 103(16), or Sole Source Purchasing, Architect shall assist Owner in completing such purchases including integration of work in Project design, provision of any certifications, document review, or other services reasonably requested by Owner.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified. If the Owner and Contractor modify AIA Document A232-2019, 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 and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates 90 days after issuance of the State Education Department Certificate of Substantial Completion of the final phase, which in no event shall occur prior to issuance by the New York State Department of Education of a final Certificate of Occupancy for the Project, for each building.

§ 3.6.1.4 The Architect shall review and reconcile the Construction Schedule prepared by the Construction Manager as to constructability.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site, at a minimum, of at least once every two weeks, or more often if necessary, during the construction, or as otherwise required 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 on-site observations as an Architect, and of other information received by the Architect, the Architect will exercise professional care and judgment in endeavoring to observe and report to the Owner defects or deficiencies in the work of any Contractor, Subcontractors, or their agents or employees, or any other person performing work on the Project. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or for the Project itself shall in no way alter the Architect's obligations or the Owner's rights under this Agreement.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, and based on the Architect's observations and on its evaluations of the Contractor's Application for Payment, the Architect shall review and certify, or give the reasons for its refusal to certify, the application as follows:

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

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The parties do not intend that the form or content of such Certificate shall in any way limit the obligations of the Architect or the rights of the Owner otherwise provided by this Agreement, unless specifically agreed in writing by the Owner.

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule. The Architect and Construction Manager shall review and revise as necessary the submittal schedule in order to adhere to the approved Project Schedule and Section 3.10 of the General Conditions. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall thoroughly and timely review and take appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents in accordance with the Project schedule. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component. Should a Contractor fail to make a required submittal or resubmittal (necessitated by the Architect's prior submittal rejection) and that failure could reasonably lead to a delay of the Work as set forth in the Project Schedule, the Architect shall notify the Owner of the facts and circumstances surrounding the matter and assist the Owner in taking steps necessary to compel the Contractor to make an acceptable submittal in a timely manner.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy and communicate such criteria to the professional. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall confirm conformance with information given and the design specifications contained in or consistent with the Contract Documents. To the extent permitted by New York State Law, the Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2.2, the Architect shall review and respond to requests for information about the Contract Documents with reasonable promptness. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents. The Architect is required to go back to the Contract Documents and update them in accordance with all Information Bulletins, Requests for Information and Change Orders, as a **Supplemental Service**.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The responsibilities associated with Change Order and Change Directive preparation and filing as between the Architect and the Construction Manager may be coordinated and determined and set out in a Coordination Matrix, if one is developed for this Project. The Architect shall review and sign, or take other appropriate action, on

Change Orders and Construction Change Directives prepared by the Construction Manager or Architect, as agreed (see the attached Coordination Matrix, if any) for the Owner's approval and execution in accordance with the Contract Documents and shall file same with the New York State Education Department as required.

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 On behalf of the Owner, the Architect, assisted by the Construction Manager, shall:

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

The Architect's issuance of a final Certificate for Payment shall constitute a representation by the Architect to the Owner that based on the Architect's information, belief and professional judgment that (1) each Contractor has submitted satisfactory evidence by way of affidavits and lien releases that all liens have been paid and that all claims of subcontractors, laborers, materialmen and suppliers of all Contractors and subcontractors and their agents have been paid in full (2) the Work has been completed and the quality of the Work is in accordance with the Contract Documents, in accordance with Section 3.6.3.2. Any exceptions to this representation must be set forth as such in writing signed by the Architect and by the Owner's Superintendent of Schools.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, required to complete or correct the Work plus the amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been resolved, settled, or discharged.

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

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance. When applicable, the Architect shall assist the Owner in having warranty work performed by the appropriate party or parties (e.g., contractors, manufacturers, etc.). Such assistance may include, but is not limited to, notifying the appropriate individuals or corporations of their warranty obligations.

§ 3.6.6.6 The Architect shall perform such other acts and services as may be reasonably requested by the Owner or as required by applicable law and regulations to constitute proper administration of the Project within the meaning of 8 NYCRR Chapter II, Subchapter J, Part 155, including but not limited to Part 155.2(b)(5)(i) of the Regulations of the Commissioner of Education.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES – Unless otherwise set forth herein or in an attached exhibit, TBD and approved by Owner in writing, in advance.

§ 4.1 All anticipated services not covered by the Basic Services lump-sum fee must be listed in the table below. The Architect shall not be entitled to any compensation for Supplemental Services unless agreed to in advance, in writing, by Owner. Notwithstanding anything to the contrary expressed elsewhere in this Agreement, no architectural services made necessary, in whole or in part, by the fault or omission of the Architect to perform its duties under this Agreement, shall be compensated as a Supplemental Service.

Supplemental Services – see Exhibit B-3	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Measured Drawings	Architect
§ 4.1.1.2 Site Survey	Architect
§ 4.1.1.3 Hazardous Materials Survey	Architect
§ 4.1.1.4 Stormwater Pollution Prevention Plan (SWPPP)	Architect
§ 4.1.1.5 Commissioning	Architect
§ 4.1.1.6 Furniture, Furnishings, and Equipment Design	Architect
§ 4.1.1.7 Geotechnical Services	Architect
§ 4.1.1.8 Updated Contract Documents	Architect

§ 4.2 Architect's Additional Services

A written amendment to this Agreement must be signed by the Architect and the Owner prior to the commencement of any Additional Services which addresses: 1) the scope of the work to be performed; 2) the Architect's fee for same; and 3) the impact of the Additional Service(s) on the Project Schedule. Notwithstanding anything to the contrary expressed elsewhere in this Agreement, no architectural services made necessary, in whole or in part, by the fault or omission of the Architect to perform its duties under this Agreement, shall be compensated as an Additional Service.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall with the assistance of the Architect provide information in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser as modified by the parties. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement. The Owner shall furnish the services of a Construction Manager. The Construction Manager shall be responsible for creating the overall Project schedule in consultation with the Architect.

§ 5.3 The Owner shall, with the assistance of the Architect and Construction Manager, 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 Construction Manager and Architect will work together and agree on the initial and all other estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.4 The Owner's representative authorized to act on the Owner's behalf with respect to the Project is set forth in §1.1.8 of this Agreement. 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. It is understood that there will be some decisions that will be beyond the authority of the designated representative that require review and/or action by the Owner's Board of Education in such circumstances it is understood that making the required decision may take a longer period of time.

§ 5.5 Upon the request of the Architect, the Owner shall furnish existing 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 may 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. If the surveys available from Owner are not sufficient for use by the Architect in connection with the Project, Architect shall obtain the required site survey(s) as a Supplemental Service.

§ 5.6 The Owner shall compensate the Architect (as an Additional Service) to perform geotechnical services, which may include but are not limited to 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.

§ 5.7 The Architect, with the assistance of the Construction Manager, shall notify the Owner when to test and inspect. After notification, the Architect 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 as a Supplemental Service.

§ 5.8 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.

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

§ 5.10 The Owner shall endeavor to facilitate communication between the Architect and the Construction Manager by participating in Project meetings. The Owner shall communicate with the Contractors through the Construction Manager. The Construction Manager will keep the Architect apprised of such communications.

§ 5.11 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress, subject to strict compliance with the District's facility access procedures and infection control protocols, and all applicable NYS Education Department and NYS Department of Health regulations and guidelines dealing with the COVID-19 Public Health Emergency.

§ 5.12 Notwithstanding anything to the contrary in this Article 5, the Owner shall be required to furnish information or services described in this Article 5 only to the extent that such information or service is both reasonably required and actually requested by Architect in order to perform Architect's services under this Agreement.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. In addition, a mutually agreed upon allowance for contingencies (both design and construction) shall be included for market conditions at the time of bidding and for changes in the Work during construction. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, compensation of Construction Manager and Construction Manager's consultants, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work (identified as such); or other costs that are the responsibility of the Owner.

§ 6.1.1 Pursuant to the Education Law, the Owner must obtain approval of the voters of the District for the Project, and for the maximum project expenditure (sometimes referred to herein as the "Referendum Amount"). This Referendum Amount constitutes a fixed-limit maximum expenditure for the Project.

§ 6.1.2 For purposes of this Agreement, the Project Cost shall be the total cost to the Owner of the Project, including, but not necessarily limited to, the Cost of the Work, the compensation of the Architect and the Architect's

Consultants, the compensation of the Construction Manager and Construction Manager's consultants, the cost of other project representation, costs of land, rights-of-way, financing costs, legal fees, and all other costs associated with the Project. The Architect acknowledges that the Owner is bound by law to maximum project expenditure not to exceed the approved Referendum Amount. In other words, the Project Cost may be less than the Referendum Amount, but may never exceed the Referendum Amount.

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

§ 6.3 The Owner shall require the Architect and the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services.

§ 6.3.1 The Architect shall collaborate with the Construction Manager, as a part of its Basic Service to assist with the preparation of detailed cost estimates prior to the award of Construction Contracts. If a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget (including, but not limited to, design alternatives, material choices, building systems, equipment, etc.) for the Owner's consideration and approval.

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

- .1 give written approval of an increase in the budget for the Cost of the Work, so long as the overall Project Cost does not exceed the Referendum Amount;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect, without additional compensation, shall make any required additional revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates or bids that exceed the Owner's budget for the Cost of the Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other documents or information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its intended use on the Project. If the Owner and Architect transmit Instruments of Service or any documents or information in digital form, they shall agree on protocols governing the development, use, transmission, and exchange of such digital data as set out in Section 1.3.

§ 7.2 Original drawings and specifications and other documents, including those in electronic form, are Instruments of Service which, upon full payment by Owner as required by this Agreement or Owner's termination of this Agreement for cause under Section 9.4, become the property of the Owner and Architect may not use the Instruments of Service for any purpose not relating to the Project without Owner's consent. Owner shall be furnished with such electronic (in the form requested by Owner) and print reproductions of the Instruments of Service : (1) at the time of State Education Department Submission; (2) upon completion of the bid specifications; and (3) as Owner may reasonably require.

§ 7.3 The Owner shall not use or authorize any other person to use the Instruments of Service on other projects involving other buildings or facilities. Any such use without the Architect's professional involvement or authorization will be at the Owner's sole risk and without liability to the Architect.

§ 7.3.1 In the event the Owner uses the Instruments of Service on other projects without retaining the authors of the Instruments of Service and without authorization from the Architect, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. In such event, 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.

§ 7.4 In the event the Owner chooses to complete the Work without the services of the Architect, the Owner shall be solely responsible thereafter for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies, or omissions. If the Owner authorizes any deviations, recorded or unrecorded, from the documents prepared by the Architect, the Owner shall not bring any claim against the Architect and shall indemnify and hold the Architect, its agents and employees harmless from and against claims, losses, damages, and expenses, including but not limited to defense costs and the time of the Architect, to the extent such claim, loss, damage, or expense arises out of or results in whole or in part from such deviations.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than as provided by law.

§ 8.1.2 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to commencing litigation. If either party will be prejudiced by waiting until the mediation has concluded, then either party may proceed in accordance with applicable law to comply with filing deadlines prior to resolution of the matter by mediation.

§ 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 governed by the American Arbitration Association's Construction Industry Mediation Procedures in effect on the date of this Agreement, but unless the parties mutually agree, the American Arbitration Association shall not administer or oversee the mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with a mutually agreeable person administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation, 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. Written 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 parties shall proceed to litigation with exclusive jurisdiction and venue in New York State Supreme Court for the County where the project is located. The School District shall be entitled to receive its reasonable attorneys' fees and expenses recoverable under applicable law, if it prevails in the litigation.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect through no fault of the Architect in accordance with this Agreement, then the Architect shall notify Owner of such failure, in writing, and Owner shall have 15 days to cure

such failure. After 15 days, 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 fifteen days' written notice and an opportunity to cure 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. 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.

§ 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 fifteen 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. In the event the Owner terminates for convenience and without cause, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, provided that the Architect delivers all existing Project records, including Instruments of Service, held in its files or otherwise to the Owner in a useful and organized manner.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, provided that the Architect delivers all existing Project records, including Instruments of Service, held in its files or otherwise to the Owner in a useful and organized manner.

§ 9.7 Intentionally omitted.

§ 9.8 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.

§ 9.9 In the event Architect fails to supply the Instruments of Service as set forth in Section 7.2, such failure shall constitute a material breach, and Owner shall be entitled to all resulting direct damages, consequential damages, and attorneys' fees.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of New York without regard to conflict of law principles.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as revised by the Owner and contained in the Contract Documents.

§ 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.

§ 10.4 Intentionally omitted.

§ 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 As a local educational agency, Owner must comply with the Asbestos Hazard Emergency Response Act (AHERA) enacted by 15 U.S.C. §2641-2656. The Architect is responsible to review the Owner's AHERA reports and to specify in the Design Documents the location of existing asbestos. Unless otherwise required in this

Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, however, that the Architect shall promptly advise the Owner in writing of the presence and location of any suspected hazardous materials or toxic substances of which the Architect becomes aware.

§ 10.6.1 In the event that during the course of the construction any material believed to contain asbestos is discovered, the Architect shall arrange for immediate testing of such material at the Owner's expense.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This Section 10.8 shall survive the termination of this Agreement.

§ 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, regulations or ordinances of any federal, state, or local governments to which this Agreement is subject, or is otherwise invalid or unenforceable, then such term or provision, or part thereof, shall be deemed severed from this Agreement and the remaining term(s) and provisions(s) shall remain unaffected thereby.

§ 10.10 This Agreement, nor any obligations hereunder, may not be assigned to any other party without the express written permission of the other party. A sale of all or a majority interest in the Architect or a material change in the executive leadership of the Architect without the prior written consent of the Owner may be deemed an assignment in violation of the terms and conditions of this Agreement, at the option of the Owner.

§ 10.11 The notice requirements set forth in this Agreement dealing with Claims and Disputes are in addition to and not a substitution or replacement of any and all notice requirements contained in applicable law.

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

ARTICLE 11 COMPENSATION

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

Stipulated sum of **Four Hundred Twenty Three Thousand and 00/100 Dollars (\$423,000.00)**

§ 11.2 Intentionally omitted.

§ 11.3 Intentionally omitted.

§ 11.4 Intentionally omitted.

§ 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	Fifteen	percent (15	%)
Design Development Phase	Fifteen	percent (15	%)

Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty-Five	percent (25	%)
<hr/>				
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.

§ 11.7 Intentionally omitted.

§ 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 Fees paid for securing approval of authorities having jurisdiction over the Project; and
- .2 Printing of plan approval set and bid set; and
- .3 Postage, handling, and delivery; and
- .4 Expenses approved by the Owner in advance, in writing.
- .5 **Asbestos Testing (Lab Costs and Project Air Monitoring).**
- .6 **Soil Borings and Geotechnical Reports.**
- .7 **Topographic Survey.**

§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Architect and the Architect's consultants.

§ 11.9 Architect's Insurance Intentionally omitted.

§ 11.10 Payments to the Architect

§ 11.10.1 Intentionally omitted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 The Architect shall invoice the Owner on a monthly basis. The dollar amount of each invoice will vary depending upon which phase the Project is in (as set forth in Section 11.5) and whether the phase has been completed on or before its anticipated completion date (as set forth in Section 1.1.4). For example, during the Schematic Design Phase, the Architect may only invoice the Owner (in equal monthly installments) up to 15% of its total fee for the Project (assuming the percentage set forth for that phase in Section 11.5 is 15%). As an example, if Section 1.1.4 states that the Schematic Design Phase will be completed in three (3) months, the Architect will be permitted to invoice the Owner three (3) times, in equal amounts, totaling 15% of its total Project fee. However, if any phase of the Project (as outlined in Paragraph 11.5) is extended beyond its corresponding anticipated completion date (as set forth in Section 1.1.4), the Architect shall not be permitted to invoice the Owner further until that phase is completed.

§ 11.10.2.2 Records of Reimbursable Expenses shall be attached to the Architect's monthly invoices.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

§ 12.1 It is understood that the Construction Manager is retained by the Owner and is to protect the interests of the Owner during construction. The use of a Construction Manager by the Owner shall not diminish the responsibilities and obligations of the Architect in any way.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as modified by the parties;
- .2 AIA Document A232™–2019, General Conditions of the Contract For Construction, Construction Manager as Adviser Edition, as modified by the parties; and
- .3 Exhibits if a listed exhibit is not attached Owner and Architect agree to add the exhibit as an amendment, subject to Owner’s prior written approval:

Exhibit A - Project Scope, Schedule, and Budget

Exhibit B - Architect’s lists:

B-1 authorized consultants under Basic Services

Exhibit C - Architect-Construction Manager Coordination Matrix. If not attached hereto, the Parties agree to work with the Construction Manager to reach mutual agreement on a Coordination Matrix and attach same as an exhibit to this Agreement and the Construction Management services agreement. If there is a conflict between this Agreement and the attached Coordination Matrix with respect to the allocation of responsibilities between the Architect and the Construction Manager, the Coordination Matrix shall be controlling.

Exhibit D - Architect’s Design Team

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of a signature page attached to this Agreement containing one or more signatures by facsimile or other electronic means shall be as effective as delivery of the original signature page to this Agreement. This Agreement shall not be binding until all Parties have signed.

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

OWNER (Signature)

Jason Mitchell, Superintendent of Schools

ARCHITECT (Signature)

David D. Jadowski, AIA, Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Burns Agency PO Box 363, 29 West Park Row Clinton, NY 13323 License #: PC-614584	CONTACT NAME: Wendy P. Lawlor	
	PHONE (A/C, No, Ext): (315)853-5052 FAX (A/C, No): (315)853-6356	
	E-MAIL ADDRESS: wplawlor@burnsagency.com	
INSURED March Associates Architects & Planners, PC 258 Genesee Street Ste 300 Utica, NY 13502	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Ins Co of the Midwest	37478
	INSURER B: Prop & Cas Ins Co of Hartford	34690
	INSURER C: ShelterPoint Life Insurance Company	81434
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00001353-2268814 REVISION NUMBER: 22

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		01SBAAM7017	04/02/2022	04/02/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		01SBAAM7017	04/02/2022	04/02/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		01SBAAM7017	04/02/2022	04/02/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	01WECDQ1483	04/02/2022	04/02/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	NY State DBL/PFL		DBL-175082	01/01/2022	01/01/2023	statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Architectural Firm - Madison Central School District is included as Additional Insured on a primary, non-contributory basis to the General Liability policy with Waiver of Subrogation, when required by contract - see form SS00080405. See coverage form SS01970909 for Hired & Non-owned Auto vicarious liability included in the General Liability coverage part. See coverage form SX80020405 for Additional Insured on Umbrella Liability. See coverage form SS12230611 for 30-day notice of cancellation.

CERTIFICATE HOLDER

CANCELLATION

Madison Central School District
7303 State Route 20
Madison, NY 13402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wendy P. Lawlor

(WPL)

EXHIBIT A

PROJECT SCOPE: Refer to Scope & Budget Worksheet dated, March 15, 2022 (attached)

SCHEDULE:

Referendum Vote	05/17/22
Schematic Design Phase	05/18/22 - 07/22/22
Design Development Phase	07/22/22 - 09/09/22
Contract Document Phase.....	09/09/22 - 11/11/22
SED Submission (on or about)	11/15/22
SED Review Period (subject to change)	11/15/22 - 02/07/23
Bid Phase	02/13/23 - 03/09/23
Construction Phase	04/03/23 - 08/15/24
Post Construction Phase.....	08/15/24 - 10/15/24

BUDGET:

Referendum Total	\$6,100,000.00
Estimated Construction Total	\$5,000,000.00 +/-

DRAFT

Madison Central School District
 Capital Project - Scope & Budget Worksheet
 MARCH No. 2196
 Last Updated: March 15, 2022

ITEM NO.	BCS NO.	ITEM DESCRIPTION	QUANTITY	CONTRACT	EST. CONSTR. COST	REMARKS	PRIORITY
K-12 BUILDING							
1.	46	Replace/reset storm structures in south driveway	1 LS	SC	\$2,500.00		
2.	55	Mill/top asphalt at south driveway, northwest parking lot and southwest parking lot	1 LS	SC	\$100,000.00	Confirm area.	
3.	N/A	Add stone access driveway for secondary exit from site	35,000 SF	SC	\$300,000.00	For asphalt, add \$140,000.	
4.	N/A	Top dress athletic fields	55,000 SF	SC	\$40,000.00	Need to review drainage.	
5.	69	Replace (3) HM exterior doors with FRP	3 EA	GC	\$18,000.00		
6.	69	Replace (7) sets of exterior aluminum doors	7 E ¹	GC	\$84,000.00		
7.	72	Replace windows in various locations	5,500 SF	GC	\$825,000.00		
8.	72	Replace exterior glass block in Gym with Kalwall translucent panels	780 SF	GC	\$39,000.00		
9.	73	Recover 2002/2003 roofs, replace skylights	36,000 SF	GC	\$815,000.00	Approximately 11 skylights.	
10.	N/A	Refinish cornice on original building	400 LF	GC	\$8,000.00		
11.	77	Replace corridor flooring	13,500 SF	GC	\$116,000.00	Includes moisture mitigation on first floor.	
12.	77	Replace flooring in '59 and '88 wing classrooms	11,000 SF	GC	\$150,000.00	Includes abatement in '59 rooms, includes moisture mitigation in all rooms.	
13.	88	Replace ceilings in '59 and '88 wing classrooms	11,000 SF	GC	\$66,000.00		
14.	N/A	Upgrade elementary classroom bathrooms, make ADA compliant	800 SF	GC/PC/MC/EC	\$280,000.00	12 Rooms.	
15.	N/A	Make structural repairs to floor construction below Room 214	1 LS	GC	\$30,000.00	Confirm scope and limits.	
16.	N/A	Renovate Library	2,500 SF	GC/PC/MC/EC	\$400,000.00		
17.	N/A	Renovate Nurse's suite	500 SF	GC/PC/MC/EC	\$60,000.00		
18.	92	Update temperature controls	99,410 SF	MC	\$520,000.00	Entire building.	
19.	N/A	Heat recovery ventilator upgrades	1 LS	MC/EC	\$16,000.00		
20.	N/A	Replace Library/District Office roof top unit	1 LS	MC/EC	\$52,000.00		
21.	N/A	Provide propane safety shut-off valve	1 LS	PC	\$6,000.00		
22.	102	Lighting Fixtures - Replace with LEDs		EC	\$220,000.00	Confirm area/quantity.	
23.	106	Upgrade and tie carbon monoxide detectors into fire alarm	1 LS	EC	\$10,000.00		
24.	N/A	Upgrade clocks/PA/Notification System	1 LS	EC	\$175,000.00		
25.	105	Provide new addressable fire alarm system	99,410 SF	EC	\$200,000.00		
26.	N/A	Provide new VoIP phone system	1 LS	EC	\$150,000.00		
27.	55 (BG)	Cut and patch heavy duty asphalt near Bus Garage	1 LS	SC	\$20,000.00	Confirm area.	
28.	N/A	Provide concrete slab for bus parking	7,000 SF	SC	\$100,000.00		

SUBTOTAL	\$4,802,500.00
SED REVIEW REQUIREMENTS (2%)	\$96,050.00
CONTINGENCY (10%)	\$480,250.00
ESCALATION (10%)	\$480,250.00
INCIDENTAL COSTS (20%)	\$960,500.00
TOTAL BUILDING COST	\$6,819,550.00

1 = Top Priority
 2 = Desired, Based on Funding
 3 = Low Priority

EXHIBIT B

SUBCONSULTANTS:

Landscape Architects

Appel Osborne
102 West Division Street
Suite 100
Syracuse, NY 13204

Structural Engineers

I.E. Solutions, PC
1721 Black River Blvd.
Suite L-1
Rome, NY 13440

M/E/P Engineers

Towne Engineering
18 South Street
Utica, NY 13501

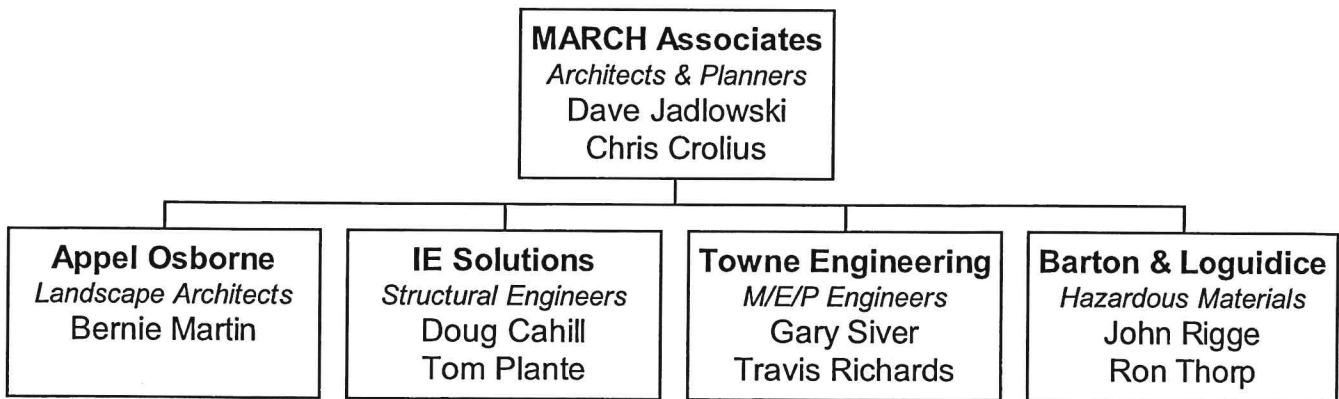
Hazardous Materials

Barton & Loguidice
443 Electronics Parkway
Liverpool, NY 13088

EXHIBIT D

ARCHITECT'S DESIGN TEAM:

Madison Central School District





First Day of School Sept. 7th
Last Day of School June 23rd

Madison Central School

2022-23

Updated 6/30/22

18 Student Days September						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				Supt Conf Day 1	2	3
	Labor Day 4	Supt Conf Day 5	First Day 6 of School	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Superintendent Conference Days

Sept. 1, 2022
Sept. 6, 2022
Oct. 7, 2022
Mar. 17, 2023

15 Student Days February						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	Half Day 3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

19 Student Days October						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	Supt Conf Day 7 No School	8
9	Columbus Day 10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Half Days Dismissal at 11:15 am

Nov. 18, 2022
Parent/Teacher Conf.
Nov. 22, 2022
Parent/Teacher Conf.
Dec. 9, 2022
Feb. 3, 2023
Apr. 28, 2023

22 Student Days March						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	Supt Conf Day 17 No School	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

18 Student Days November						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	Veterans Day 11	12
13	14	15	16	17	Half Day 18	19
20	21	Half Day 22	Thanksgiving Recess 23	24	25	26
27	28	29	30			

Holidays & Breaks No Classes

Labor Day Sept. 5, 2022
Columbus Day Oct. 10, 2022
Veterans Day Nov. 11, 2022
Thanksgiving Recess Nov. 23-25, 2022
Christmas Recess Dec. 23-Jan. 2, 2023

14 Student Days April						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	Good Friday 7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	Grades 6-8 ELA Test 25	26	27	Half Day 28	29

16 Student Days December						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	Half Day 9	10
11	12	13	14	15	16	17
18	19	20	21	22	Recess 23	24
25	26	27	28	29	30	31

MLK Jr. Day Jan. 16, 2023
Mid Winter Break Feb. 20-24, 2023
Spring Break April 7-14, 2023
Memorial Day, May 29, 2023

22 Student Days May						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		Grades 3-8 Math Test 1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	Memorial Day 29	30	31		

20 Student Days January						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	New Year's 1	Classes 2 Observed	3 Resume	4	5	6
7	8	9	10	11	12	13
14	MLK Jr. Day 15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Testing Dates

Jan. 24-27, 2023 (Regents)
Apr. 19-20, 2023 (3-5 ELA)
Apr. 25-26, 2023 (6-8 ELA)
May 2-4, 2023 (3-8 Math)
Jun. 5, 2023 (8 Science)
Jun. 14-23, 2023 (Regents)

16 Student Days June						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	Gr. 8 Science 5	6	7	8	9	10
11	12	13	14	15	16	17
18	Juneteenth 19	20	21	22	23	Class of 2023 24
25	26	27	28	29	30	

Summer Bus Runs 2022

LEAP/ Middle School:

North Bus AM
South Bus AM
North Bus PM
South Bus PM

BOCES:

AM
PM

High School: VVS:

AM
PM

BOCES bus aide:

AM
PM

This is just an estimate, not a guarantee of hours. If student numbers change or the run is taken away due to no students going, the time will reflect those changes.

SCHOOL VANDALISM

- I. The Board of Education of the Madison Central School District, recognizing that acts of vandalism are crimes against the school district and the community which supports our schools, hereby declares that all acts of vandalism against school property will be publicly prosecuted to the fullest extent possible under the law.
- II. It shall be the responsibility of the Superintendent to establish and carry out the written regulations which will:
 1. Identify those staff members who will be responsible for the effective administration of the regulations.
 2. Provide a basis for the fullest possible cooperation between the school district and those agencies responsible for the protection, apprehension, and prosecution of vandals.
 3. Provide ~~full and complete a reporting of all acts of vandalism~~ to the Board of Education, in public session, ~~both on an annual basis and in special cases~~ of unusual or costly acts of vandalism, without jeopardizing the responsible individual's right to a proper and legal defense when apprehended for such crimes.
 4. Recommend to the Board of Education any action which the Board may appropriately take to reduce the incidence of vandalism and protect the property of the district as well as the persons who lawfully occupy such property.

Madison Central School District

Legal Ref: Family Court Act 758-a; Section 2503 (18) New York State Education Law

Adopted: 1984

Revised: 02/25/99, 03/04/14, _____

SUPPORT OPERATIONS

AUTOMATED EXTERNAL DEFIBRILLATION (AED) POLICY

I. ~~Introduction~~-Statement of Policy-

- A. In order to enhance the safety of staff, students and visitors at our facilities, the Madison Central School District (the District) adopts this policy governing the placement and use of Automated External Defibrillators (AEDs) on District property and at certain District functions.
- B. This policy and its accompanying regulations are designed to assure that the District personnel who operate Automated External Defibrillators (“AED”) are properly trained, that all AED equipment is maintained in good operating condition, and that all New York Laws, rules and regulations are strictly adhered to by the District.
- C. This policy and its accompanying regulations are deemed to be incorporated into each collaborative agreement to which the District becomes or is a party.

II. A. Training

1. Only those District employees who are trained to use AED’s in accordance with the laws of the State of New York shall be authorized to use the District AEDs. All authorized personnel shall be familiar with and trained to use the specific model of AED Units owned by the District.
2. All authorized personnel must successfully complete a training course in the operation of AED designed by a nationally recognized organization approved by the New York State Department of Health for the purpose of training people in the use of AEDs.
3. The District shall select an approved training course for designated AED users.

B. Location of AED Unit(s)

1. The New York State Education Law and Commissioner’s Regulations require that each school district or board of cooperative educational services, shall provide and maintain on-site in each instructional school facility functional cardiac automated external defibrillator equipment for use during emergencies. Each such facility shall have sufficient automated external defibrillator equipment available to ensure ready and appropriate access for use during emergencies.

POLICY

SUPPORT OPERATIONS

Draft 06/09/22
5200

AUTOMATED EXTERNAL DEFIBRILLATION (AED) POLICY

2. In determining the quantity and placement of automated external defibrillators, consideration shall be given to:
 - a. the number of students, staff and other individuals that are customarily or reasonably anticipated to be within such facility; and
 - b. the physical layout of the facility, including but not limited to:
 - i. locations of stairways and elevators;
 - ii. number of floors in the facility;
 - iii. location of classrooms and other areas of the facility where large congregations of individuals may occur; and
 - iv. any other unique design features of the facility.
3. The District has two (2) AED Units, which are to be available at the following locations:
 1. the foyer of gym area; and
 2. sports mobile unit
4. The District shall post a sign or notice at the main entrance to the facility or building in which the AED is stored, indicating the location where any such AED is stored or maintained in such building or facility on a regular basis.
5. The District shall notify the Mid-State Regional EMS Council of the existence, location and type of any automated external defibrillator it possesses. If the District elects to change the location or number of AEDs, this Policy shall be amended to reflect such changes and the notice of such change will be sent to the Mid-State Regional EMS Council.

III. AED Requirements

- A. The New York State Education Law requires public school officials and administrators responsible for public school facilities to ensure the presence of at least one staff person who is trained pursuant to Public Health Law Section 3000-b(3) (a), in the operation and use of an AED:
 1. Whenever an instructional school facility is used for a school-sponsored or school-approved curricular or extracurricular event or activity, or

POLICY

SUPPORT OPERATIONS

Draft 06/09/22
5200

AUTOMATED EXTERNAL DEFIBRILLATION (AED) POLICY

2. Whenever a school-sponsored athletic contest or school-sponsored competitive athletic event is held at any location.
 - B. Where a school-sponsored athletic contest or competitive athletic event is held at a site other than a public school facility, the public school officials must assure that AED equipment is provided on-site.
 - C. Each automated external defibrillator device shall be approved by the Food and Drug Administration for adult use and/or for pediatric use, as appropriate for the population reasonably anticipated to be served by such device, and shall be used according to the manufacturer's instructions with due attention provided to operating procedures, maintenance and expiration date.
- IV. Emergency Health Care Provider
- A. As an AED provider, the District must identify a physician or hospital knowledgeable and experienced in emergency cardiac care to serve as an emergency health care provider (EHCP) and participate in a collaborative agreement. In many instances, the District's school physician may serve as the emergency health care provider.
 - B. The District has entered into a collaborative agreement with the following Medical Director:

Dr. Robert Burdick ~~316-363-0550~~
Dr. Jennifer Meyers 315-824-4600
 - C. If the identity of the Medical Director changes, the District shall enter into a collaborative agreement with the new Medical Director, and shall submit the new collaborative agreement to the Mid-State Regional EMS Council.

V. Liability

Pursuant to Section 917 of the Education Law and Sections 3000-a and 3000-b of the Public Health Law, any public access defibrillation provider, or any employee or other agent of the provider who, in accordance with the law, voluntarily and without expectation of monetary compensation renders emergency medical or first aid treatment using an AED to a person who is unconscious, ill or injured shall be liable only pursuant to Section 3000-a of the Public Health Law.

POLICY

SUPPORT OPERATIONS

Draft 06/09/22
5200

AUTOMATED EXTERNAL DEFIBRILLATION (AED) POLICY

VI. Written Notices

- A. The School District will provide written notice to 911 and/or community equivalent ambulance dispatch entities of the availability of AED services at the District.
- B. The School District will file a copy of the "Notice of Intent to Provide PAD" (DOH 4135, Regulation #5200.2 with the Mid-State Regional Emergency Medical Services Council (REMSCO), along with a copy of the collaborative agreement with the EHCP.

VII. Quality Improvement Program

- A. As required by the New York State Health Department, the _____ School District will participate in a regionally approval quality improvement program, the details of which can be obtained from the following location:

MidState Regional Emergency Medical Services Council
Faxton-St. Luke's Healthcare
14 Foery Drive
~~1750 Genesee Street~~
Utica, New York 13501
(315) 738-8351
(315) 738-8981 fax
Email: www.midstateems.org

Madison Central School District

Legal Ref: NYS Education Law §~~207~~ and 917; 8 NYCRR 136.4; Public Health Law §§
3000-a, 3000-b

Adopted: 03/04/14, _____

INSTRUCTION

EDUCATIONAL SUPPORT MATERIALS SELECTION

I. Statement of Philosophy

The Board of Education holds ultimate legal responsibility for the selection and use of all instructional materials. However, the Board of Education delegates to the professional personnel of the district authority to select and reconsider instructional materials within the policy guidelines outlined below. These guidelines will govern the selection and use of library books, textbooks, workbooks, films, filmstrips, electronic or other media, and other instructional materials.

II. Criteria for Selection of Learning Materials

- A. Needs of the school based on knowledge of the curriculum and the existing collection are given first consideration.
- B. Materials for purchases are considered on the basis of:
 - 1. Overall purpose
 - 2. Timeliness or permanence
 - 3. Importance of the subject matter
 - 4. Quality of the writing or production
 - 5. Readability and popular appeal
 - 6. Authoritativeness
 - 7. Reputation of the publisher/producer
 - 8. Reputation and significance of the author/artist/composer/producer, etc.
 - 9. Format and price
 - 10. Requests from faculty and students.

III. Principles for Selection of Instructional Materials

- A. Materials will be selected that will enrich and support the curriculum, taking into consideration the varied interests, abilities and maturity levels of the pupils.
- B. Materials will be selected that will stimulate growth in factual knowledge, literary appreciation, aesthetic values and ethical standards.
- C. Material will be selected that will provide a background of information which enables pupils to make intelligent judgments in their daily lives and foster attitudes which will carry into adult life.

INSTRUCTION

EDUCATIONAL SUPPORT MATERIALS SELECTION

- D. Materials will be selected that will present opposing sides of controversial issues so that young citizens may develop under guidance the practice of critical reading, thinking and judgment.
- E. Materials will be selected that will be representative of the many ethnic and cultural groups and their contributions to our society.
- F. Materials will be selected that present the many and varied aspects of our culture and society including some aspects that may be considered to be negative.
- G. The value and impact of any literary work will be judged as a whole, taking into account the author's intent rather than individual words, phrase or incidents out of which it is made.
- H. Educators, remembering the maturity level of a child, may recommend for individual reading, materials they feel will have educational significance for an individual student.
- I. Materials should be selected to provide a comprehensive collection appropriate for all patrons.
- J. Pursuant to Section 200.2 of the Commissioner's Regulations, the District shall give preference in the purchase of instructional materials to those vendors who agree to provide such instructional materials in alternative formats for students with disabilities.

IV. Selection Tools

- A. Reputable, unbiased, professional prepared selection aids shall be consulted as guides. The judgment of the professional staff must be respected as a valid source in the selection of materials.
- B. Upon the recommendation of the Superintendent of School, the Board of Educational shall designate the textbooks to be used.

V. Procedure for Reconsideration of Instructional Materials

- A. Criticisms of books or other material deemed objectionable should be brought to the attention of the Superintendent and/or Building Principal of the building concerned in writing. The attached request for Reconsideration of Instructional Materials form shall be used for this criticism.
- B. The following procedures will constitute a formal reconsideration:

POLICY

Draft 06/17/22
8402

INSTRUCTION

EDUCATIONAL SUPPORT MATERIALS SELECTION

1. A committee, including the librarian and Building Principal, and at least two (2) faculty members ~~appointed~~ selected by the ~~Board~~-Principal will be designated by the Superintendent of Schools to review the involved material.
2. The committee will review the involved material in light of the selection criteria noted above and make a written recommendation regarding use of the involved material to the Superintendent of Schools.
4. The Superintendent of Schools will review the committee's recommendation and inform the individual or group requesting review of the material of his/her decision.
5. The decision of the Superintendent of Schools may be appealed, in writing, to the Board of Education. The Board of Education will submit its decision in writing to the person or group asking for reconsideration.

Madison Central School District

Legal Ref: NYS Education Law Sections 701, 702 and 704; 8 NYCRR 21.1 and 21.4

Adopted: 1984

Revised: 05/19/99, 11/18/14, _____

To: Jason Mitchell, Superintendent

From: Larry Nichols, Principal

Date: June 27, 2022

Re: Extra-Curricular Appointments

I would like to recommend the following people for Extra-Curricular Appointments:

Senior Class Advisor:	Molly Huttar
Junior Class Advisor:	Megan Barnes and Jessica Mortensen
Sophomore Class Advisor:	Darcy Schenk and Amanda Barton
Freshman Class Advisor:	Amber Neiss and Kelly Diehl
MADKA:	Amber Barrett
Athletic Director:	Mike Lee
SADD Advisor:	Kurt Peavey
TAP Coordinator:	Jennifer Buckley and Pat Hill
Instrumental Music:	Ryan Hobart
Marching Band	Ryan Hobart
Choral Director:	Nicole Winegard
FFA Advisor:	Matt Bruno
Student Council Advisor:	Amber Neiss
National Honor Society:	Joe Burdick
Detention Monitors:	Maxine Thurston, Amanda Hinman, Jess Mortensen
Foreign Language Club:	Nichelle Suba
HS Art Club:	Vacant
Mathletics:	Vacant
Musical Director	Vacant
Pit Band	Vacant/Contingent
Set Designer	Vacant/Contingent
Stage Manager	Vacant/Contingent
Play Director	Vacant