



# AIA® Document C132® – 2019

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

**AGREEMENT** made as of the 4th day of May in the year Two Thousand Twenty-Three

**BETWEEN** the Owner:

Bainbridge-Guilford Central School District  
18 Juliand Street  
Bainbridge, NY 13733

and the Construction Manager:

LeChase Construction Services, LLC  
609 Erie Blvd. W  
Syracuse, NY 13204

for the following Project:

2022 Capital Improvement Project - \$15.4M as described herein

The Architect:

King + King Architects, LLP  
358 West Jefferson Street  
Syracuse, NY 13202

The Owner and Construction Manager agree as follows.

### ADDITIONS AND DELETIONS:

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

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

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

Init.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT
EXHIBIT A:	PROJECT SCOPE, SCHEDULE, AND BUDGET
EXHIBIT B:	CONSTRUCTION MANAGER'S STAFFING PLAN
EXHIBIT C:	ARCHITECT-CONSTRUCTION MANAGER COORDINATION MATRIX
EXHIBIT D:	PAYMENT SCHEDULE AND HOURLY RATES

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Exhibits A, B, C, and D.

§ 1.1.1 The Owner's program for the Project:

See attached Exhibit A

§ 1.1.2 The Project's physical characteristics:

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

See attached Exhibit A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

See attached Exhibit A

§ 1.1.4 The Construction Manager, in accordance with its professional skill and judgment, shall review the

Architect's Project Schedule set forth in the Architect's Agreement and prior to the submission of design to the State Education Department shall prepare its own Project Schedule which shall be a detailed Milestone Schedule showing dates for the following:

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- SED Submission
- SED Estimated Approval

Within two (2) weeks of receiving approval from the New York State Education Department, the Construction Manager and the Architect shall collaborate and create an updated and amended Project Schedule, as appropriate, including anticipated completion dates for:

- Bid Opening and Bid Awards:
- Construction Commencement:
- Construction Milestone Dates:
- Substantial Completion Date(s):

**§1.1.4.1** Within one (1) month of receiving approval from the New York State Education Department, the Construction Manager shall confirm or create a detailed, comprehensive Milestone Construction Schedule using critical path and predecessor logic (and phasing plan, if necessary) using the Construction Manager's professional skill and judgment, to be included in the Bid Documents, reasonably acceptable to the Owner and Architect.

*(Paragraph deleted)*

The Construction Schedule will account for the Owner's school building use and programmatic needs.

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

*(Paragraph deleted)*

Competitive bidding and/or procurement without competitive bidding in compliance with New York State law and New York State Education Department regulations.

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

*(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)*

TBD

**§ 1.1.7** The Owner's anticipated Sustainable Objective for the Project, if any:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

TBD

**§ 1.1.7.1** Intentionally omitted.

**§ 1.1.8** Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere.)*

The Owner has completed its Asbestos Hazard Emergency Response Act (AHERA) Report which is on file at the Owner's offices and available for use and consideration in connection with the Project. As a local educational agency, Owner must comply with the Asbestos Hazard Emergency Response Act (AHERA) 15 U.S.C. §2641-2656. The Construction Manager is responsible to review the Owner's AHERA reports. Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site not brought to the site by the Construction Manager, however, the Construction Manager shall promptly advise the Owner

in writing of the presence and location of any suspected hazardous materials or toxic substances of which the Construction Manager becomes aware.

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

Timothy R. Ryan, Superintendent of Schools or designee

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

The Architect  
and others TBD

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.5:  
(List name, address, and other contact information.)

Garry Herbert, Project Executive  
LeChase Construction Services, LLC  
609 Erie Blvd W  
(Paragraphs deleted)  
Syracuse, NY 13204

§ 1.1.12 The Construction  
(Paragraphs deleted)  
Manager's staffing plan as required under Section 3.3.3 is set forth in Exhibit B.

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

None unless approved by Owner in writing, in advance.

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

None unless approved by Owner in writing, in advance.

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

None

(Paragraphs deleted)

§ 1.2 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.

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

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

*(Paragraphs deleted)*

§ 1.4 The terms "Project Schedule", "Project Milestone Schedule", "Construction Schedule", "Construction Milestone Schedule", or similar terms refer to a schedule or the various schedules related to the Work of the Project, the services of the Architect and its consultants, and the services of the Construction Manager and its consultants.

## **ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

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

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project and the interests of the Owner, as made known to the Construction Manager. The Construction Manager shall visit the construction site(s) and familiarize itself with the requirements of the Project. The Construction Manager shall provide professional construction management services on the Project. The Construction Manager acknowledges that the Owner is relying on the Construction Manager's skill and care in connection with its services on the Project. The Construction Manager has represented, and the Owner agrees, that proper construction management services require a high degree of professional skill and experience to manage a school construction project of this size and type. The Construction Manager acknowledges that it will act as the Owner's agent, and in the Owner's best interest. The Construction Manager represents that it is knowledgeable in public school construction and shall furnish the Construction Manager's reasonable skill and judgment and agrees to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and construction management services and use its best efforts to have the Project completed in an expeditious and economical manner consistent with the interests of the Owner. As soon as possible after discovery, the Construction Manager shall notify Owner in writing if a Contractor fails to comply with, all applicable federal and state laws as well as rules, regulations and specifications adopted by the New York State Education Department and any other agency with authority over the construction or renovation of public school facilities in New York State, to include the rules and regulations of the Owner.

§ 2.2.1 The Construction Manager will provide the Basic Services set forth in this Agreement, through the Pre-Construction, Construction and Close-Out phases of the Project, to the extent that such services are applicable to any one or more of these phases.

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

§ 2.3.1 The Construction Manager shall supply and commit sufficient personnel on-site and off-site (both management and otherwise) to the Project to monitor the Work, record the condition(s) of the Project and the progress of the Work as set forth in Exhibit B. The Construction Manager shall be provided temporary office space by the Owner (if available) convenient to the Project in which progress meetings can be held. The office space will have access to the Owner's wi-fi system. Access to the temporary office space shall be subject to the Owner's policies and protocols for access.

§ 2.3.2 The Construction Manager shall have adequate clerical staff skilled in the construction field to maintain the Project Documents in an orderly manner and to provide timely and accurate correspondence, written meeting minutes, inspection records, daily logs, as well as organized photographic and audio/video documentation of the progress of the Work.

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

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

§ 2.6 If not set forth in Exhibit B, the Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager’s proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner’s prior written consent. If at any time during the Project any such representative becomes unacceptable to the Owner (on any lawful basis), the Construction Manager shall replace him/her with another representative who is mutually acceptable to the Owner and Construction Manager within ten (10) calendar days after receipt of written notification thereof from the Owner.

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

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement or beyond, if required herein.

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

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

§ 2.8.2 Commercial Automobile Liability Insurance covering owned and rented vehicles operated by the Construction Manager 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 Work to be completed by the Construction Manager and all subcontractors and consultants, with the Owner named as an Additional Insured on a primary and a non-contributory basis and a follow form basis, with Endorsement CA 2048 or equivalent attached.

§ 2.8.3 Umbrella Liability Insurance:

Each Occurrence Limit	\$5,000,000
Aggregate	\$5,000,000

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 with the Owner named as an Additional Insured on a primary and a non-contributory basis and a follow form basis, with a Waiver of Subrogation Endorsement reasonably acceptable to Owner.

**§ 2.8.4** Worker's Compensation Insurance covering the obligations of the Construction Manager 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 Construction Manager, its subcontractors, or consultants.

**§ 2.8.5** Professional Liability Insurance covering the Construction Manager'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.

**§ 2.8.6** At the request of the Owner, the Construction Manager shall provide 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 the Comprehensive General Liability, Automobile Liability, and umbrella or excess policies as set forth herein. 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 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 Construction Manager, 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.

*(Paragraphs deleted)*

**§2.8.6.1** 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.

**§2.8.6.2** 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 operations of the Construction Manager in connection with the Work to be performed under this Agreement; (2) applies on the effective dates stated, whether or not the Agreement between the Construction Manager 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.

**§ 2.8.6.3** 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.

**§ 2.8.6.4** The Construction Manager shall provide written notification to the Owner of the cancellation or expiration of any insurance Construction Manager is required to provide under this Agreement. The Construction Manager shall provide such written notice within five (5) business days of the date the Construction Manager 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.

**§ 2.9** Within thirty (30) days of the Contract awards, the Construction Manager shall collect each Contractor's Construction Schedule of its Work. In the event a Contractor fails to supply the Construction Manager with its Construction Schedule which meets the criteria set forth in the Contract Documents, then the Construction Manager shall notify the Owner, the Architect, and owner's legal counsel in writing of the Contractor's breach, and recommend a remedial course of action.

**§ 2.10** The Construction Manager, in accordance with its professional skill and judgment, shall create the Construction Schedule (using predecessor logic software) which integrates and coordinates each Contractor's schedule to meet the Construction Schedule included in the Bid Documents in such a manner as to allow for the orderly and timely completion of the Project.

**§ 2.11** In the event that the Construction Manager, based on its professional skill and judgment, determines that any Contractor fails to complete work beyond three (3) days after any deadline set forth in the Construction Schedule, then the Construction Manager shall notify the Owner, Architect and Owner's legal counsel in writing and make a recommendation on the manner in which the Contractor should recover the time and meet the Construction Schedule. Should this necessitate an update of the Construction Schedule, the Construction Manager shall provide a copy of the

updated Construction Schedule to the Contractors, the Architect, and the Owner. Absent an Owner approved Change Order, no changes to the Construction Schedule will be allowed.

**§ 2.12** The Construction Manager's Basic Services shall be extended throughout the following phases of the Project and durations:

- .1 **Schematic Design Phase Services:** The Construction Manager shall coordinate with the Owner and the Architect by providing cost estimates of Work, as needed, throughout the duration of the Schematic Design phase of the Project as a Basic Service.
- .2 **Construction Document Design Phase Services:** The Construction Manager shall coordinate with the Owner and the Architect by providing cost estimates of Work, and proposed schedules of the Work, as needed, throughout the duration of the Construction Document Design Phase of the Project as a Basic Service.
- .3 **Construction Phase Services:** The Construction Manager shall mobilize and establish its full-time construction management staffing prior to the commencement of construction and continue throughout the Construction phase as determined by the Construction Schedule and the Construction Phase Basic Services shall end thirty (30) days after the last Contractor has fully completed its punch list (with the Architect and Construction Manager having signed off on its punch list) and has submitted and been paid its final pay application with consent of surety. The Construction Manager shall hold weekly coordination meetings throughout the Construction Phase of the Project and, using its professional skill and judgment, shall coordinate the work of the Contractors, all consultants, and any testing or inspections for the Project.
- .4 **Post-Construction Phase Services:** The Construction Manager shall organize and deliver its files during the thirty (30) day time period following the Construction Phase. The Construction Manager shall meet with the Owner and turn over its indexed project files, warranties, operation manuals and as-built records. The Construction Manager shall participate in the post-construction inspection of the Work no later than eleven (11) months after completion of the Work, with the Architect to identify all warranty and non-conforming work.
- .5 The Construction Manager shall not be entitled to additional compensation for any services from the Owner unless agreed to in advance in writing by the Owner. The Construction Manager shall not be entitled to any additional service compensation due to the fault of the Construction Manager.
- .6 The Construction Manager and the Owner agree that this Project is contingent upon New York State Education Department approval. Once the Owner receives said approval, if necessary, the parties shall meet and confer and amend this Agreement in writing to reflect the agreed upon Milestone Construction Schedule and adjust the staffing plan and payments to the Construction Manager to align with the newly agreed upon Milestone Construction Schedule.

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

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

TBD

**§ 2.15** The Construction Manager shall retain all Project related documents and information it receives, and the Owner, Architect, and Owner's legal counsel shall have access to the documents and information through online



remote access to the centralized electronic document management system and the Project Management software and database. The Construction Manager shall transmit the documents and information to the Owner at final completion.

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

#### **§ 3.1 Definition**

The Construction Manager's Basic Services consist of those described in this Agreement, and include usual and customary Pre-Referendum, Preconstruction, Construction, Post Construction Phase Services, and Contract Closeout Services.

#### **§ 3.2 Preconstruction Phase**

**§ 3.2.1** The Construction Manager shall become fully familiar with the program developed by the Architect and Owner and the requirements necessary for the Project's timely completion.

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

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

*(Paragraphs deleted)*

**§ 3.2.4** The Construction Manager shall meet with the Architect to review the Schematic Design Documents. The Architect and the Construction Manager shall work together on and 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. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

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

**§ 3.2.6** The Construction Manager shall create and maintain the Construction Milestone Schedule agreed to by the Architect and approved by the Owner. The Construction Milestone Schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and establish all Project Critical Path milestones and deadlines, and shall incorporate the Architect's long lead item submittals which are necessary to complete the project on time. The Construction Manager shall also prepare, and deliver to the Owner, a written Construction Management Plan as set forth in §3.2.3.

**§ 3.2.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and deliver to the Owner and the Architect estimates of the Cost of the Work prior to the following phases: 1) the Design Development Phase; 2) the Construction Documents Phase; and 3) post-State Education Department submission and approval but prior to the completion of the Bid Documents. The Construction Manager shall include appropriate contingencies for design, bidding, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make written recommendations for corrective action, including but not limited to designation of one or more elements of the Work as "Alternates" for bidding purposes.

**§ 3.2.8** The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction

Manager shall make written recommendations to the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

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

*(Paragraph deleted)*

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

**§ 3.2.11** The Construction Manager shall provide written recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors. The Construction Manager shall review and become familiar with the New York State Department of Education Safety Regulations for the Project and all applicable safety regulations, guidelines or requirements that apply to the Project, including but not limited to all infectious disease exposure precautions. The Construction Manager's responsibility is limited to the coordination of safety programs. The Construction manager shall not have direct control over or charge of the acts or omissions of the Contractors.

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

**§ 3.2.13** The Construction Manager shall expedite, and coordinate the ordering and delivery of all materials in support of the Construction Schedule, identify critical path submittals, including those that must be ordered in advance of construction. The Construction Manager shall notify Contractors in writing (with copies to the Architect and Owner) of items Construction Manager has identified as critical path materials which Construction Manager knows require a long lead time to prompt Contractors to complete their work on schedule.

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

**§ 3.2.15** The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages. The Construction Manager shall review and break down each Contractor's schedule of values to show the value of materials and labor for each Contractor's work activity.

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

**§ 3.2.17** As set forth in Section 3.2.7, the Construction Manager shall update and submit the latest written estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval. If after review of Owner's incidentals and soft costs, the latest estimate of the Project Cost exceeds the Owner's budget for the Cost of the Work, the Construction Manger shall make written recommendations and provide its services as necessary to bring the estimate within that budget.

**§ 3.2.18** The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development

of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Milestone Schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

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

§ 3.2.20 With the assistance of the Architect, the Construction Manager shall receive bids and prepare bid analyses. The Construction Manager shall assist the Owner and Architect with the evaluation of the apparent lowest responsive and responsible bidders and together with the Architect shall make written recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

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

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

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

*(Paragraph deleted)*

### § 3.3 Construction Phase and Project Closeout

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified, which shall include but not be limited to:

- .1 coordinating any utility interruptions with the Owner;
- .2 on-site, day-to-day observation of work;
- .3 collecting all bonds and insurance certificates from Contractor and forward same to the Owner;
- .4 coordinating all on-site stored material locations and Contractor staging;
- .5 greeting, escorting, and logging all authorized visitors to the Project site and alerting security and/or the appropriate authorities of any known, unauthorized visitors entering or attempting to enter the Project site to the extent reasonably possible with on-site staff;
- .6 maintaining a daily log of activities on the jobsite;
- .7 logging and maintaining all project samples on site;
- .8 maintaining documentation and photographs of project progress;
- .9 coordinating punch list inspections and completion of punch list items;
- .10 conducting regular observations of the Work for purposes of insuring that the Work is being performed to the standard and quality required by the Contract Documents, including any Submittals.

§ 3.3.2 The Construction Manager's responsibility to provide Construction Phase Services commences and ends as set forth in Section 2.12.3

§ 3.3.3 The Construction Manager shall provide staff, at a minimum, as set forth in Exhibit B, with attendance at the Project site whenever the Work is being performed.

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

Manager, the Owner, and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Construction Schedule and the Contract Documents. The Construction Manager shall hold weekly construction meetings with all Contractors. The Construction Manager shall publish the fully integrated Construction Schedule to all Contractors.

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

**§ 3.3.6** The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, scheduling of the Work (including recovery schedules as necessary), and corrective action plans and to develop solutions to issues identified. The progress or lack thereof for all corrective action plans and recovery schedules shall be discussed and recorded in the minutes of the meetings. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors within three (3) business days of every meeting.

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

**§ 3.3.8** The Construction Manager shall schedule and coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and deliver test and inspection reports to the Owner and Architect. In the event any such tests or inspections fail the Construction Manager shall provide written notification of such failure to the Owner and Architect.

**§ 3.3.9** The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall, in writing, recommend courses of action to the Owner when requirements of a Contract are not being fulfilled, including but not limited to the failure of a Contractor to complete Work in compliance with the Construction Schedule. The Construction Manager shall advise Owner in writing regarding the performance by each of the Contractors. Disputes with a Contractor relating to the execution or progress of the Work or the interpretation of the requirements of the Contract Documents (except interpretations of the drawings and specifications which shall be referred to the Architect) shall be referred to the Construction Manager who may make such written recommendations to the Owner as Construction Manager may deem necessary for the proper execution and timely progress of the Project. Owner, at its discretion, shall take whatever action it deems necessary.

**§ 3.3.10** The Construction Manager shall maintain a budget for the Project, inclusive of construction cost, incidentals, and changes in the work, and include the most current version in the Construction Manager's progress reports and deliver it to the Owner as requested.

**§ 3.3.11** The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records. Additionally, the Construction Manager shall establish accounting procedures which coincide with the procedures utilized by the Owner. The Construction Manager shall also assist the Owner, upon request, with the development and completion of all reports required by the New York State Education Department with respect to the Project.

**§ 3.3.11.1** The Construction Manager shall, in conjunction with the Architect, develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

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

- .1 The Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.11.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's performance of all duties set forth in this Agreement, and professional evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, in accordance with the Construction Manager's professional opinion, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, including but not limited to completion and delivery of all tests and inspections, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to: (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications or exceptions by the Construction Manager listed in the Certificate for Payment. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

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

*(Paragraphs deleted)*

§ 3.3.13 The Construction Manager shall utilize its professional skill and judgment to determine whether the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents understanding that it is the Construction Manager's responsibility to guard the Owner against deficiencies and defects in the Work and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.2. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.13.1 The Construction Manager shall monitor and advise the Owner and Architect in writing of any material deviation from the sequence of construction in accordance with the Contract Documents and any material deviation from the Project Schedule.

§ 3.3.14 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents but is required to report in writing any material deviations upon discovery to the Architect and Owner. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. If, however, the Construction Manager observes any safety program or action at the site which it believes is improper (including any deviation from the Project or Construction Schedules) or in violation of applicable law or rules, it shall immediately advise the Owner, in writing.

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

§ 3.3.16 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit written recommendations to the Architect and Owner, including the impact, if any, on the cost of the Project or the Construction Schedule, and, if the proposed changes are accepted or required by the Owner, in conjunction with the Architect, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents. After Change Orders or Construction Change Directives are prepared and signed by the Construction Manager and the Contractor, the Construction Manager shall submit same to the Architect and Owner for approval and execution.

§ 3.3.17 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation, and documentation of Claims.

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

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

§ 3.3.19.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

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

§ 3.3.20.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.20.2.

§ 3.3.20.2 The Construction Manager shall record the progress of the Project and keep the centralized electronic management system required by this Agreement current. On a monthly basis, or more frequently as required by the

Owner, the Construction Manager shall submit written progress reports to the Owner, Owner's legal counsel, and Architect, showing percentages of completion and detailed corrective action plans and/or recovery schedules as appropriate, and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status, including recovery schedules by Contractor, as appropriate;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals and recovery schedules by Contractor, as appropriate;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports, if a test or inspection report reveals an unanticipated condition or other failure to satisfy a requirement of the Contract Documents, Construction Manager shall provide a corrective action plan designed to remedy the condition or correct the deficiency on a schedule that meets the applicable Substantial Completion date;
- .6 Status report of nonconforming and rejected Work with an initial or updated corrective action plan;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs and/or video recordings to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require;

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

*(Paragraphs deleted)*

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

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

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

§ 3.3.25 When the Work of all Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager together with the Architect shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers

of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

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

§ 3.3.28 Duties, responsibilities, and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified, or extended without written amendment to this Agreement signed by the Owner and Construction Manager.

§ 3.3.29 Prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance to determine if there are any deficiencies or non-conforming Work. In the event any deficiencies or non-conforming work is uncovered, then the Construction Manager shall contact the appropriate Contractor to have the deficiencies or non-conforming Work repaired prior to the expiration of the warranty.

*(Paragraph deleted)*

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

§ 4.1 Supplemental Services – Unless otherwise set forth herein or in an attached exhibit, TBD and approved by Owner in writing, in advance.

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project unless it's added by amendment of this Agreement.

*(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

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

Init.



**§ 4.1.2 Description of Supplemental Services– TBD and approved by the Owner in writing, in advance.**

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

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

TBD

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

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

TBD

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

**§ 4.2 Construction Manager’s Additional Services**

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

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

- .1 Services necessitated by a material change in the Scope of the Project, including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work. Services under sections 6.4 and 6.6 are not additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations, or official interpretations after the date of this Agreement;
- .3 Services

*(Paragraphs deleted)*  
as the Initial Decision Maker.

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

- .1 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage.

*(Paragraphs deleted)*

**ARTICLE 5 OWNER’S RESPONSIBILITIES**

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

**§ 5.2** 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

Init.

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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services. It is understood that there will be some decisions that will be beyond the authority of the designated representative and 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** Unless provided by the Construction Manager, the Owner upon request from the Construction Manager shall furnish surveys to describe physical characteristics, legal limitations, and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

**§ 5.12** The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities

under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

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

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

*(Paragraphs deleted)*

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, compensation of the Construction Manager and Construction Manager's consultants, the costs of the land, rights-of-way, financing, and 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 Construction Manager acknowledges that the Owner is bound by law to a maximum project expenditure not to exceed the approved Referendum Amount.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information (see Exhibit A) and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's professional judgement.

§ 6.3 If a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate written 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 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 terminate in accordance with Section 9.3;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 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 Notwithstanding the limits of any insurance coverage required by this Agreement, the Construction Manager shall indemnify and hold the Owner and the Owner's Board of Education, officers, administrators, volunteers, 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 a negligent act or omission of the Construction Manager, its employees and/or its consultants in the performance of services under this Agreement. This obligation shall survive the termination or expiration of this Agreement.

*(Paragraphs deleted)*

### § 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 Construction Manager shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be 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 or entity 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 the 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. 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

*(Paragraphs deleted)*

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 prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses recoverable under applicable law.

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

*(Paragraphs deleted)*

Init.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than fourteen (14) calendar days' written notice.

§ 9.2 Either party may terminate this Agreement for cause upon not less than seven (7) calendar days' written notice to the other party 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.

§ 9.3 The Owner may terminate this Agreement upon not less than seven (7) calendar days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.4 If the Owner terminates this Agreement for its convenience pursuant to Section 9.3, or the Construction Manager terminates this Agreement pursuant to Section 9.1, the Owner shall compensate the Construction Manager for services performed and Reimbursable Expenses incurred prior to the date of termination provided the Construction Manager delivers all existing Project records held in its files or under its control, in hardcopy and electronic format, to the Owner in a useful and organized manner..

§ 9.5 If, after notice of termination for cause by the Owner, it is determined for any reason that Construction Manager was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued without cause by the Owner pursuant to Section 9.3.

§ 9.6 Construction Manager represents and warrants to Owner that its services, the Project Schedule, and its compensation set forth herein contemplate compliance with all current and reasonably foreseeable federal, state, and local orders, regulations and guidance related to limiting the spread of the COVID-19 virus. Accordingly, the Construction Manager hereby waives any claim for an increase in compensation due to said compliance.

*(Paragraphs deleted)*

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law 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 as revised by the Owner and contained in the Contract Documents, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

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

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

§ 10.5 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project site by the Construction Manager or its employees. Notwithstanding the above limitations, the Construction Manager shall provide the same services for the Owner with respect to any asbestos removal activities or other environmental activities as are provided by the Construction Manager with respect to all other activities of the Project.

§ 10.6 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.6.1. This Section 10.6 shall survive the termination of this Agreement.

§ 10.6.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.6.

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

*(Paragraphs deleted)*

§10.8 This Agreement, including any obligations hereunder, may not be assigned to any other party without the express written permission of the other party to this Agreement. A sale of all or a majority interest in the Construction Manager, a material change in the executive leadership of the Construction Manager, or a change in the Construction Manager's on-site representative without the prior written consent of the Owner shall be deemed an assignment in violation of the terms and conditions of this Agreement, at the option of the Owner.

§10.9 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 notice requirements contained in applicable law.

§ 10.10 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 Construction Manager's Basic Services described herein, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:  
*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

As set forth herein

§ 11.1.2 For Construction Phase and Closeout Services in Section 3.3:  
*(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)*

As set forth herein

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

TBD

§ 11.3 If not covered in this Agreement, Additional Services shall be compensated only with the prior written approval of Owner, which shall include a description of the Additional Services, the amount of or the method of determining the compensation for such Additional Services, and the impact, if any, on the Project Schedule. For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as  
*(Paragraphs deleted)*

agreed by Owner in writing.

**§ 11.4** If not covered in this Agreement, compensation for Supplemental and Additional Services of the Construction Manager's authorized consultants when not included in Sections 11.2 or 11.3, with the prior written approval of Owner, shall be the amount invoiced to the Construction

*(Paragraphs deleted)*

Manager.

**§ 11.5** The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth in Exhibit D or as agreed in advance by Owner. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

*(Paragraphs deleted)*

*(Table deleted)*

**§ 11.6 Compensation for Reimbursable Expenses**

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

*(Paragraphs deleted)*

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, and standard form documents;
- .3 Postage, handling, and delivery;

*(Paragraph deleted)*

- .4 Professional photography, and presentation materials requested by the Owner; and

*(Paragraphs deleted)*.5 Expenses authorized by Owner in writing, in advance.

**§ 11.6.2** For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Construction Manager and the Construction Manager's consultants.

**§ 11.6.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed based on hourly rates shall be available for audit by Owner at mutually convenient times.

**§ 11.7**

*(Paragraphs deleted)*

**Payments to the Construction Manager**

*(Paragraphs deleted)*

**§ 11.7.1** The Owner shall pay the Construction Manager a fixed total lump sum fee of Nine Hundred Thirty-Seven Thousand dollars (\$937,000.00) for providing its Basic Services. The amount of the fee for Basic Services is fixed as set forth in this subsection regardless of the actual duration of the Project. No additional fees for services provided by the Construction Manager beyond the scheduled duration of the Project or any of its phases shall be paid. This Agreement is not based on units of service, but is instead based on a lump-sum fee for the Basic Services agreed to by the Parties that covers completion of the Project through and including Substantial Completion and Post Construction Phase services.

**§ 11.7.2** The compensation for Construction Manager's Basic Services shall be allocated, capped, and paid per each Phase of the Project as set forth in Exhibit D.

**§ 11.7.3** The Construction Manager shall invoice the Owner on a monthly basis. The dollar amount of each invoice will vary depending upon the phase of the Project, as set forth in Section 11.7.2 and whether the phase has been completed on or before its anticipated completion date as set forth in the Project Schedule. For example, during the Design Development Phase, the Construction Manager may only invoice the Owner (in equal monthly installments) up to 3% of its total fee for the Project (assuming that the percentage set forth for that phase in Section 11.7.2 is 3%). As an example, if the Project Schedule states that the Design Development Phase will be completed in three (3) months, the Construction Manager will be permitted to invoice the Owner three (3) times, in equal amounts, totaling 3% of its total Project fee. However, if any phase of the Project (as outlined in Section 11.7.2) is extended beyond its corresponding anticipated completion date (as set forth in the Project Schedule), the Construction Manager shall not

be permitted to invoice the Owner further until that phase is completed. Amounts unpaid thirty (30) days after the date due, shall bear interest at the rate required by New York State law from the date the payment was due.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

*(Paragraph deleted)*

§ 12.1 It is understood that the use of an Architect by Owner shall not diminish the responsibilities and obligations of the Construction Manager.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations, or agreements, either written or oral, dealing with the subject matter hereof, including but not limited to any consulting or pre-referendum agreements related to the Project defined herein. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

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

.1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser, as modified by the Parties.

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if applicable:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

NA

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

[ NA ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:  
*(Insert the date of the E235-2019 incorporated into this agreement.)*

[ XX ] Other Exhibits incorporated into this Agreement: if a listed exhibit is not attached, Owner and Construction Manager agree to add the exhibit as an amendment, subject to Owner's prior written approval.  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)*

a) Exhibit "A" – Project Scope, Schedule, and Budget

b) Exhibit "B" – Construction Manager's staffing plan.

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

d) Exhibit "D" – Payment Schedule and Hourly Rates

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

a) AIA Document A232-2019, General Conditions, as modified

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to

Init.

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User Notes:

(910451014)



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)*

\_\_\_\_\_  
Timothy R. Ryan, Superintendent of Schools  
*(Printed name and title)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

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



PROPOSED 2022 CAPITAL IMPROVEMENT PROJECT

February 16, 2023

Exhibit A

BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT

PROJECT SCOPE AND BUDGET SUMMARY

K+K Project: #23-44 7906

JUNIOR SENIOR HIGH SCHOOL										
Scope No.	Scope Name	Scope Description	Hard Costs	Hard Costs + Design & Construction Contingencies	Hard Costs + Contingencies & Escalation	Soft Costs	Project Cost	Comments	PH1/PH2	Priority
JSHS-09	Site - Athletic Field Drainage	Address drainage concerns along the northeast edge of the Soccer Field. Adding storm line and inlet.	\$ 25,000	\$ 28,750	\$ 35,750	\$ 6,250	\$ 42,000	8/11/20 District request. Left side of field.	PH1	H
JSHS-11	Site - Athletic Field Pavement	Reconstruct the asphalt pavement at the upper Athletic Field with mill and 1.5" overlay. 5-7 year solution.	\$ 120,000	\$ 138,000	\$ 171,600	\$ 30,000	\$ 201,600	Option 2: \$330,000 10-15 years. Option 3: \$533,000 20+ years.	PH1	M
JSHS-14	Exterior Door Replacement	Replace remaining exterior doors, frames and hardware that were not addressed in Phase 2 or previous projects. Use fiberglass doors and frames where appropriate.	\$ 25,000	\$ 28,750	\$ 35,750	\$ 6,250	\$ 42,000	Includes 3 locations equaling 5 leafs. Stage Doors (2), Band Room Corr Doors (2), Kitchen Receiving Door (1)	PH1	H
JSHS-22	Mens Locker Room Ceiling	District requested removal and replacement of the existing damaged ceiling system with a more durable product.	\$ 28,000	\$ 32,200	\$ 40,040	\$ 7,000	\$ 47,040	8/10/22 District Request - Includes removal of plaster ceiling above ACT.	PH1	M
JSHS-25	Interior Door Hardware Security Locksets	Expand upon 2020 Door and Hardware improvements by adding security locksets to remaining student occupied instructional spaces.	\$ 14,000	\$ 16,100	\$ 20,020	\$ 3,500	\$ 23,520	Assumes 25 locations including Main Office, Guidance and Conference Rooms 1/23 Possible NYSAFE Act work.	PH2	H
JSHS-36	Kitchen - Freezer / Cooler Replacement	Existing freezer/cooler is in poor condition, the cooler floor is warped, rusted and has open gaps between panels. Replace with new walk-in units.	\$ 60,000	\$ 69,000	\$ 85,800	\$ 15,000	\$ 100,800	Includes MEP connections, roof-top condensers and minimal architectural support. [CKC '20 Survey]	PH1	H
JSHS-37	Kitchen - Food Service Equipment Replacement	Replace missing, failing or outdated food service equipment including steamer, faucets, food slicer, conveyor toaster, breath protector at servery, disposer, reach-in refrigerator.	\$ 46,000	\$ 52,900	\$ 65,780	\$ 11,500	\$ 77,280	[CKC '20 Survey] 2/23 B-G purchasing \$120K of equipment through grant. CKC to coordinate with CIP.	PH1	H
JSHS-39	Kitchen - Ceiling System Replacement	Existing ceiling tiles are damaged and are not compliant with the Dept. of Health's Sanitation Code for cleanable and non-absorbency. Replace with new system.	\$ 18,000	\$ 20,700	\$ 25,740	\$ 4,500	\$ 30,240	Use DOH compliant acoustic tile. [CKC '20 Survey]	PH1	H
JSHS-43	Plumbing - Gas Fixture Requirement	Provide gas emergency shut-off buttons and reset switches at two science rooms.	\$ 5,000	\$ 5,750	\$ 7,150	\$ 1,250	\$ 8,400		PH1	H
JSHS-45	Electrical - Auditorium House Lighting	Reconstruct original incandescent house lighting using a energy efficient LED system. Includes new controls.	\$ 150,000	\$ 172,500	\$ 214,500	\$ 37,500	\$ 252,000	Assumes no hazardous material abatement costs.	PH1	H
JSHS-46	Site - Running Track Improvements	Resurface the existing running track, replace the continuous trench drain, reconstruct field events and replace the goal post. Includes adding the steeple chase event.	\$ 1,280,000	\$ 1,472,000	\$ 1,830,400	\$ 320,000	\$ 2,150,400	Nagle visited and assessed track in August 2019. Budget does not address site storage needs.	PH2	H
JSHS-47	Site - Athletic Field - Synthetic Turf and New Parking Lot	Provide a synthetic turf field in lieu of the existing natural grass. Incorporate adjacent parking lot for 102 passenger vehicles. 2 buses, drop-off, and stadium entrance site feature. 3/14/22 Increased cost for entrance arch element. 12/21/22 - Consider provisions (buried conduit) for future electric vehicle stations.	\$ 2,450,000	\$ 2,817,500	\$ 3,503,500	\$ 612,500	\$ 4,116,000	Adjust shot put and discuss placement as part of the scope. 8/10/22 District requests that a basketball court be incorporated into the parking lot design.	PH2	H
JSHS-51	Site - Fencing Near Track	Complete chain link fence termination at Storage Containers by track straight-away.	\$ 2,000	\$ 2,300	\$ 2,860	\$ 500	\$ 3,360	Previously Item GRNL-12 moved to JSHS listing.	PH2	L
JSHS-52	Site - Fencing Reconstruction	Reconstruct sections of broken chain link fencing / rails. Includes removal of cut-off post footing that projects above asphalt.	\$ 10,800	\$ 12,420	\$ 15,444	\$ 2,700	\$ 18,144	Previously Item GRNL-15 moved to JSHS listing.	PH2	M





**PROPOSED 2022 CAPITAL IMPROVEMENT PROJECT**

February 16, 2023

**BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT**

**PROJECT SCOPE AND BUDGET SUMMARY**

K+K Project: #23-44 7906

JSHS-48	ALTERNATE Architectural - Main Entry Canopy	Add a small entry canopy over the Main HS entry doors to provide some coverage for visitors at the secure entrance. SHPO Interest Expected.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	ALTERNATE Assumes light-weight decorative frame and radiused standing seam copper roof panel to reflect the historic façade. New wall sconce lighting included. (\$48,000 HC / \$80,640 PC)	PH2	L
JSHS-49	Server Room Air-Conditioning	Add air-conditioning to the existing Server Room which has a long history of overheating despite the presence of a residential-type wall unit.	\$ 24,800	\$ 27,600	\$ 34,320	\$ 6,000	\$ 40,320	8/10/22 - District Request		PH1	M
JSHS-50	ALTERNATE Gymnasium Coiling Door into Storage Room	8/10/22 - District requests that an overhead door be added to the Auxiliary Gym to allow stored materials to move more easily into the PE space.	\$ -	\$ -	\$ -	\$ -	\$ -	Requires a new masonry opening and lintel in original exterior wall.		PH2	L
JSHS-53	Stadium CAT 5 to Press Box	12/20/22 - District request to extend CAT 5 cabling from athletic field post to the Press Box	\$ -	\$ -	\$ -	\$ -	\$ -	12/20/22 Consider if funds allow.		PH2	M
<b>TOTAL - JUNIOR SENIOR HIGH SCHOOL</b>			<b>\$ 4,257,800</b>	<b>\$ 4,896,470</b>	<b>\$ 6,088,654</b>	<b>\$ 1,064,450</b>	<b>\$ 7,153,104</b>				

TECH. / STOR. ANNEX (JSHS)											
Scope No.	Scope Name	Scope Description	Hard Costs	Hard Costs + Design & Construction Contingencies	Hard Costs + Contingencies & Escalation	Soft Costs	Project Cost	Comments	PH1 / PH2	Priority	
ANNX-03	Mechanical - Tech Air Handling Units	Replace air handling units and make-up air units serving the Technology Rooms.	\$ 85,000	\$ 97,750	\$ 121,550	\$ 21,250	\$ 142,800	District expressed concern about mechanical noise levels which need to be addressed as part of the new work.	PH1	M	
<b>TOTAL - TECH. / STOR. ANNEX (JSHS)</b>			<b>\$ 85,000</b>	<b>\$ 97,750</b>	<b>\$ 121,550</b>	<b>\$ 21,250</b>	<b>\$ 142,800</b>				

GREENLAWN ELEMENTARY SCHOOL											
Scope No.	Scope Name	Scope Description	Hard Costs	Hard Costs + Design & Construction Contingencies	Hard Costs + Contingencies & Escalation	Soft Costs	Project Cost	Comments	PH1 / PH2	Priority	
GRNL-01	Site/Civil - Fuel Tank Replacement	Replace an existing underground 10,000 gallon, #2 fuel oil, steel tank which dates back to 1990 with a new fiberglass tank, piping, and monitoring system.	\$ 400,000	\$ 460,000	\$ 572,000	\$ 100,000	\$ 672,000	PBS Number 7-600241	PH1	H	
GRNL-02	Site - Sidewalk and Curb Reconstruction	Remove and replace existing sidewalks and curbs at the front of the building including bus loop.	\$ 310,000	\$ 356,500	\$ 443,300	\$ 77,500	\$ 520,800		PH2	H	





PROPOSED 2022 CAPITAL IMPROVEMENT PROJECT

February 16, 2023

BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT  
PROJECT SCOPE AND BUDGET SUMMARY

K+K Project: #23-44 7906

GRNL-03	Site - Front Parking Lot and Drop-off Loop Reconstruction	Remove and replace asphalt pavement at the front parking lot and student drop-off loop.	\$ 180,000	\$ 207,000	\$ 257,400	\$ 45,000	\$ 302,400	12/21/22 - Consider provisions (buried conduit) for future electric vehicle stations.	PH2	H
GRNL-07	Site - Handball Court Removal	Remove existing abandoned handball court and repair lawn.	\$ 25,000	\$ 28,750	\$ 35,750	\$ 6,250	\$ 42,000	Demolish as part of tennis court scope. 3/14/22 - AOLA investigating BB Court Options.	PH2	M
GRNL-08	Site - Main Parking Lot Reconstruction	Reconstruct main parking lot and provide drainage improvements. 25% full depth reconstruction and 75% modified medium duty asphalt.	\$ 540,000	\$ 624,000	\$ 772,200	\$ 135,000	\$ 907,200		PH2	M
GRNL-19	Site - Tennis Court Reconstruction	District continues to struggle with repair of court surface. Full reconstruction is necessary following Nagles' 2019 assessment. Reconfigure as SIX (6) courts and one (1) basketball.	\$ 805,000	\$ 925,750	\$ 1,151,150	\$ 201,250	\$ 1,352,400	Currently requires \$10,000 in temporary repairs. 3/14/22 AOLA investigatin options for BB Court.	PH1	H
GRNL-21	(ALTERNATE) Exterior Door Replacement	Replace Cafeteria door, frame and hardware which experiences high-use and is in need of updating. Frame is full height and extends to the roof.	\$ -	\$ -	\$ -	\$ -	\$ -	8/10/22 - District Request Possible ALTERNATE	PH2	H
GRNL-24	Corridor Locker Replacement	Replace existing 2-tier undersized and narrow lockers in the 5th Grade wing with full-height, 12-inch wide metal lockers. Sloped top and meeting ADA.	\$ 35,000	\$ 40,250	\$ 50,050	\$ 8,750	\$ 58,800	Reuse masonry base. Provide additional lockers at existing Corridor recesses. (5 banks to 7). Assume 147 new lockers.	PH1	H
GRNL-25	Main Office and Faculty Room Floor Abatement and Replacement	Remove existing vinyl asbestos tile within the Main Office Suite and adjacent Faculty Room and install new floor finishes throughout. Replace dated casework and extend corridor walls to deck above. Replace non-rated Corridor storefront system and modify toilet room for accessibility.	\$ 160,000	\$ 184,000	\$ 228,800	\$ 40,000	\$ 268,800	Assumes 1680 SF, floor preparation and new resilient flooring. (8/10/22 Carpet is not desired for maintenance and hygiene reasons.)	PH2	L
GRNL-37	Mechanical - T-wing HVAC	Replace HVAC system when 1967 "T- Wing" is renovated - assuming UV's, piping back to boiler rooms, controls.	\$ 250,000	\$ 287,500	\$ 357,500	\$ 62,500	\$ 420,000	Associated with Renovation of "T" wing scope. Must include with Item GRNL-20.	PH2	H
TOTAL - GREENLAWN ELEMENTARY SCHOOL			\$ 2,705,000	\$ 3,110,750	\$ 3,868,150	\$ 676,250	\$ 4,544,400			

GUILFORD ELEMENTARY SCHOOL										
Scope No.	Scope Name	Scope Description	Hard Costs	Hard Costs + Design & Construction Contingencies	Hard Costs + Contingencies & Escalation	Soft Costs	Project Cost	Comments	PH1 / PH2	Priority
GLFD-01	Site/Civil - Fuel Tank Replacement	Replace an existing underground 10,000 gallon, #2 fuel oil, fiberglass tank which dates back to 1992 with a new fiberglass tank, piping, and monitoring system.	\$ 400,000	\$ 460,000	\$ 572,000	\$ 100,000	\$ 672,000	PBS Number 7-182656	PH1	H
GLFD-05	Site - Storm Water Swale at Rear of Building	Provide defined cut-off site swale at rear of building to carry surface water away from the structure.	\$ 19,000	\$ 21,850	\$ 27,170	\$ 4,750	\$ 31,920	12/21/22 - JR reports excessive water near tank and in basement. AOLA to investigate more intensive solution.	PH1	H
GLFD-09	Site - Street Drainage and Walk	Reconstruct School Street drainage and provide new curbed sidewalk. Includes investigation/repair to the storm line out the back of Guilford.	\$ 173,000	\$ 198,950	\$ 247,390	\$ 43,250	\$ 290,640	All walks to be concrete and curbs to be granite from lower garage to front steps.	PH1	M





**PROPOSED 2022 CAPITAL IMPROVEMENT PROJECT**

February 16, 2023

**BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT**

**PROJECT SCOPE AND BUDGET SUMMARY**

K+K Project #23-44 7906

GLFD-20	Main Office Carpet Replacement	Existing carpet has served its useful life and should be replaced with <b>new resilient flooring.</b>	\$ 5,000	\$ 5,750	\$ 7,150	\$ 1,250	\$ 8,400	Assume 630SF / Investigate partition. Include removal, floor prep and new base. (8/10/22 Carpet is not desired for maintenance and hygiene reasons.)	PH1	H
GLFD-21	Pre-Kindergarten Ceiling Abatement	The existing plaster ceiling has tested positive for asbestos and presents an ongoing maintenance and renovation concern. Remove as asbestos friable containing material and replace with new suspended system.	\$ 88,000	\$ 101,200	\$ 125,840	\$ 22,000	\$ 147,840	Assumes 1,200SF and includes new lighting. Due to ACM, this scope item should be tied to adjacent Kitchen abatement.	PH1	H
GLFD-22	Exterior Door Replacement	Replace remaining exterior door, frame and hardware that was not addressed in Phase 2 or previous projects. Use fiberglass doors and frames where appropriate. [Includes 1 location equaling 1 leaf.]	\$ 12,000	\$ 13,800	\$ 17,160	\$ 3,000	\$ 20,160	Rear Custodian's Door near Loading Area - Existing door experiences high use and is in poor condition. 8/10/22 - District Request - Exterior door leading to Boiler Room.	PH1	M
GLFD-25	Kitchen - Code Concerns and Equipment Replacement	Kitchen equipment and finishes are very old and need of updating. Several Code and Dept. of Health concerns exist which should be addressed. Replace vinyl tile (some suspect ACM) flooring, wood shelving, non-compliant ceiling, and dated equipment including double-deck oven, hood/fire suppression, cooling door.	\$ 185,000	\$ 212,750	\$ 264,550	\$ 46,250	\$ 310,800	[CKC '20 Survey].	PH1	H
GLFD-26	Kitchen - Equipment Replacement	Replace missing, failing or outdated food service equipment including three-door refrigerator, three-bay sink, serving line, reach-in freezer, milk coolers, and general reconfiguration of space.	\$ 210,000	\$ 241,500	\$ 300,300	\$ 52,500	\$ 352,800	[CKC '20 Survey].	PH1	H
GLFD-28	Mechanical - Kitchen Ventilation	Provide kitchen make-up air unit, exhaust, piping and Code compliant ductwork.	\$ 120,000	\$ 138,000	\$ 171,600	\$ 30,000	\$ 201,600	Routing and equipment placement will be challenging.	PH1	H
GLFD-34	Plumbing - Piping Replacement	Remove and replace domestic water supply piping in crawlspaces. Replace outdated piping within walls and above ceilings. District request due to pipe corrosion and pressure issues. (Extensive galvanized piping still in use.)	\$ 180,000	\$ 207,000	\$ 257,400	\$ 45,000	\$ 302,400	May require architectural removals and patching to access some lines.	PH1	H
<b>TOTAL - GUILFORD ELEMENTARY SCHOOL</b>			<b>\$ 1,392,000</b>	<b>\$ 1,600,800</b>	<b>\$ 1,990,560</b>	<b>\$ 348,000</b>	<b>\$ 2,338,560</b>			

BUS GARAGE (YALEVILLE)										
Scope No.	Scope Name	Scope Description	Hard Costs	Hard Costs + Design & Construction Contingencies	Hard Costs + Contingencies & Escalation	Soft Costs	Project Cost	Comments	PH1 / PH2	Priority
BG-01	Site - Asphalt Drive and Parking Reconstruction	Remove and reconstruct asphalt pavement per 2017 design. Provide heavy-duty asphalt, concrete pads, and restore lawn. Scope includes new accessible parking space and associated signage.	\$ 500,500	\$ 575,575	\$ 715,715	\$ 125,125	\$ 840,840	District has been patching with the help of the municipality asphalt as a temporary measure. 12/21/22 - Consider provisions (buried conduit) for future electric vehicle stations.	PH1	H
BG-02	Site - Chain Link Fencing	Replace existing failing perimeter fencing and provide mow strip.	\$ 90,000	\$ 103,500	\$ 128,700	\$ 22,500	\$ 151,200		PH1	H



**PROPOSED 2022 CAPITAL IMPROVEMENT PROJECT**

February 16, 2023

**BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT  
PROJECT SCOPE AND BUDGET SUMMARY**

K+K Project: #23-44 7906

Item ID	Item Description	Scope/Notes	Estimate	Approved	Actual	Change	Remaining	Notes	Phase	Impact
BG-03	Roof System Replacement	Existing Firestone roof is out of warranty and shows signs of failure including delamination from rigid insulation. Replace with single-ply system, including edge metal and accessories with 30-year warranty.	\$ 124,000	\$ 142,600	\$ 177,320	\$ 31,000	\$ 208,320	Includes roof drains but not metal standing seam roof over storage area.	PH1	H
BG-04	Selective Exterior Painting	Paint selective exterior finishes including exterior doors, frames, bollards, steel jambs, and other miscellaneous surfaces.	\$ 15,000	\$ 17,250	\$ 21,450	\$ 3,750	\$ 25,200	Change paint (and roof metal) color from red to BGCSO blue. 3/15/22 Increased to include selective painting to one building masonry elevation and provide a new sign.	PH1	H
BG-08	Electrical - Ceiling Fans	Replace existing Service Bay ceiling fans with heavy-duty commercial models.	\$ 2,000	\$ 2,300	\$ 2,860	\$ 500	\$ 3,360		PH1	M
BG-09	Mechanical - Replace infrared heat	Replace infrared heaters and remove abandon piping	\$ 35,000	\$ 40,250	\$ 50,050	\$ 8,750	\$ 58,800	District reports that units are too loud, failing, and are in need or replacement.	PH1	H
BG-16	Plumbing - Water Heater	Water heater and tank are original and past useful life. Replace with combination heater and tank.	\$ 10,000	\$ 11,500	\$ 14,300	\$ 2,500	\$ 16,800		PH1	H
BG-17	Exterior Door Replacement	12/21/22 - District requests that the team investigate replacement of three exterior doors due to corrosion and operational issues.						TR - "If funds allow, consider replacement" FRP doors and frames.	PH1	M
			\$ -	\$ -	\$ -	\$ -	\$ -			
<b>TOTAL - BUS GARAGE (YALEVILLE)</b>			<b>\$ 776,500</b>	<b>\$ 892,975</b>	<b>\$ 1,110,395</b>	<b>\$ 194,125</b>	<b>\$ 1,304,520</b>			

SUMMARY					
Building	Hard Costs	Hard Costs + Design & Construction Contingencies	Hard Costs + Contingencies & Escalation	Soft Costs	Project Cost
JUNIOR SENIOR HIGH SCHOOL	\$ 4,257,800	\$ 4,896,470	\$ 6,088,654	\$ 1,064,450	\$ 7,153,104
TECH. / STOR. ANNEX (JSHS)	\$ 85,000	\$ 97,750	\$ 121,550	\$ 21,250	\$ 142,800
GREENLAWN ELEMENTARY SCHOOL	\$ 2,705,000	\$ 3,110,750	\$ 3,868,150	\$ 676,250	\$ 4,544,400
GUILFORD ELEMENTARY SCHOOL	\$ 1,392,000	\$ 1,600,800	\$ 1,990,560	\$ 348,000	\$ 2,338,560
BUS GARAGE (YALEVILLE)	\$ 776,500	\$ 892,975	\$ 1,110,395	\$ 194,125	\$ 1,304,520
<b>TOTALS</b>	<b>\$ 9,216,300</b>	<b>\$ 10,598,745</b>	<b>\$ 13,179,309</b>	<b>\$ 2,304,075</b>	<b>\$ 15,483,384</b>





EXHIBIT "A"

**PROJECT SCHEDULE**

BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT  
FEBRUARY 16, 2023

**2022 CAPITAL IMPROVEMENT PROJECT - \$15.4M**  
DISTRICT WIDE

- SED Project No.: 08-02-01-04-0-001-029 (High School – Phase 1)
- SED Project No.: 08-02-01-04-0-002-016 (Greenlawn Elementary – Phase 1)
- SED Project No.: 08-02-01-04-0-003-015 (Guilford Elementary – Phase 1)
- SED Project No.: 08-02-01-04-0-004-006 (Technology / Storage Building (HS Annex) – Phase 1)
- SED Project No.: 08-02-01-04-5-012-003 (Bus Garage / Yaleville – Phase 1)

King + King Project No.: 23-44-7906 & 23-44-7960

Project Phase	Start Date	End Date	Duration
<i>Project Budget / Referendum VOTE</i>	----	<b>December 7, 2022</b>	---
<i>Contract Development</i>	<i>December 12, 2022</i>	<i>February 15, 2022</i>	<i>2 Months</i>
<b>PHASE 1 – High School, Greenlawn Elem., Guilford Elem., Tech./Storage Annex, Bus Garage</b>			
<i>Ph 1 - Schematic Design Phase</i>	<i>December 8, 2022</i>	<i>March 10, 2023</i>	<i>3 Months</i>
<i>Ph 1 - Design Development Phase</i>	<i>March 11, 2023</i>	<i>April 30, 2023</i>	<i>1.5 Months</i>
<i>Ph 1 - Construction Documents Phase</i>	<i>May 1, 2023</i>	<i>July 31, 2023</i>	<i>3 Months</i>
<i>Ph 1 - SED Submission</i>	---	<b>July 31, 2023</b>	---
<i>Ph 1 - SED Review</i>	<i>August 1, 2023</i>	<i>November 15, 2023</i>	<b>** 3.5 Months</b>
<i>Ph 1 - Bidding</i>	<i>November 16, 2023</i>	<i>December 15, 2024</i>	<i>4 Weeks</i>
<i>Ph 1 - Award/Start Up/Submittals &amp; Construction Phase / Close-out</i>	<i>January 1, 2024</i>	<i>October 31, 2024</i>	<i>10 Months</i>

<b>PHASE 2 – High School Athletic Site and Greenlawn Elementary</b>			
<i>Ph 2 - Schematic Design Phase</i>	<i>July 1, 2023</i>	<i>July 31, 2023</i>	<i>1 Month</i>
<i>Ph 2 - Design Development Phase</i>	<i>August 1, 2023</i>	<i>August 31, 2023</i>	<i>1 Month</i>
<i>Ph 2 - Construction Documents Phase</i>	<i>September 1, 2023</i>	<i>December 31, 2023</i>	<i>4 Months</i>
<i>Ph 2 - SED Submission</i>	---	<b>February 12, 2024</b>	<b>HOLD for MCA Reset</b>
<i>Ph 2 - SED Review</i>	<i>February 13, 2024</i>	<i>May 30, 2024</i>	<b>** 3.5 Months</b>
<i>Ph 2 - Bidding</i>	<i>June 1, 2024</i>	<i>June 30, 2024</i>	<i>4 Weeks</i>
<i>Ph 2 - Award/Start Up/Submittals &amp; Construction Phase / Close-out</i>	<i>July 1, 2024</i>	<i>August 30, 2025</i>	<i>14 Months</i>

Phase 1 SED Submission must be any time after **March 9, 2023**.

Phase 2 SED Submission must be any time after **February 12, 2024** due to maximum cost allowance resetting.

\*\* Project is expected to receive a traditional SED review. As of 2/9/2023, the Facilities Planning website indicates that the average architectural review period is taking 10-12 weeks while engineering review period is taking approximately 12-14 weeks; exclusive of the SED Fiscal Associate sign-off. A 3.5-month review period is anticipated.





## EXHIBIT C

### Architect-CM Coordination Matrix

**Responsibilities Key:****C = Contribute L = Lead A = Assist**

<b>SCHEMATIC DESIGN</b>		<b>Owner</b>	<b>A/E</b>	<b>C/M</b>	<b>Fiscal</b>	<b>Legal</b>
SD-01	Complete Responsibility Matrix for Design	C	C	C	C	C
SD-02	Facilitate and Record/Document Stakeholder Meetings		L			
SD-03	Schematic Drawings		L			
SD-04	Schematic Estimate			L		
SD-05	Reconcile Schematic Design Estimate		A	L		
SD-06	Evaluate Budget vs. Estimate	C	C	C	C	
SD-07	Presentation of S.D. Estimate to Owner		C	C		
SD-08	Conduct Environmental Study	C	C			
SD-09	Schematic Planning Report to Board		C	C		
SD-10	Pre-Construction Testing -Surveying and Soil Boring	L	A			
SD-11	Pre-Construction Environmental Testing		L			
SD-12	Preliminary NYSED Approval					
SD-13	Sign Off of SD Documents	L				

<b>DESIGN DEVELOPMENT</b>		<b>Owner</b>	<b>A/E</b>	<b>C/M</b>	<b>Fiscal</b>	<b>Legal</b>
DD-01	Facilitate and Record/Document Stakeholder Meetings		L			
DD-02	Design Development Drawings		L			
DD-03	Outline Spec/Quality		L			
DD-04	Design Development Estimate			L		
DD-05	Reconcile DD Estimate		A	L		
DD-06	Evaluate Budget vs. Estimate	C	C	C	C	
DD-07	Presentation of DD Estimate to Owner		C	C		
DD-08	Value Engineering	C	C	C		
DD-09	Identify Long-Lead Purchase Items			C		
DD-10	Logistical Planning		A	L		
DD-11	Phasing Planning		C	C		
DD-12	Contractor Staging Area			L		
DD-13	Delineate Allowances/Unit Prices		L			
DD-14	Create Preliminary Phasing & Logistics Plan	A	A	L		
DD-15	Establish Alternates	C	C	C		
DD-16	Sign Off of DD Documents	L				

<b>CONTRACT DOCUMENTS</b>		<b>Owner</b>	<b>A/E</b>	<b>C/M</b>	<b>Fiscal</b>	<b>Legal</b>
CD-01	Facilitate and Record/Document Stakeholder Meetings		L			
CD-02	Construction Document Drawings		L			
CD-03	Construction Document Specifications		L			
CD-04	Construction Document Estimate		A	L		
CD-05	Reconcile CD Estimate		A	L		
CD-06	Value Engineering Ideas	C	C	C		
CD-07	Evaluate Budget vs. Estimate	C	C	C	C	
CD-08	Establish and Maintain Cash Flow	A		L	A	
CD-09	Finalize Logistics Plan		A	L		
CD-10	Finalize Phasing Plan		C	C		

Responsibility Matrix

07/14/22

<b>CONTRACT DOCUMENTS (Continued)</b>		<b>Owner</b>	<b>A/E</b>	<b>C/M</b>	<b>Fiscal</b>	<b>Legal</b>
CD-11	Finalize Contractor Staging Areas			L		
CD-12	Scope of Work/Contract Plan		L	A		
CD-13	Master Construction Schedule			L		
CD-14	Specification Front Ends		L	A		
CD-15	Quality Review		L			
CD-16	Constructability Review			L		
CD-17	Author General Conditions		L	A		A
CD-18	Author Supplemental General Conditions		L	A		A
CD-19	Owner Sign Off of Contract Documents	L				
CD-20	Submit Documents to SED		L			
CD-21	Final NYSED Approval		L			

<b>BIDDING</b>		<b>Owner</b>	<b>A/E</b>	<b>C/M</b>	<b>Fiscal</b>	<b>Legal</b>
B-01	Complete Responsibility Matrix for Bid, Const. & Closeout	C	C	C	C	C
B-02	Bid Solicitation and Legal Ad	C	C	C		
B-03	Print Contract Documents	L	A			
B-04	Distribute Contract Documents	L	A			
B-05	Prebid Meeting		A	L		
B-06	Technical Interpretations		L			
B-07	Scope Interpretations		L	A		
B-08	Building Inspections/Walkthroughs	A		L		
B-09	Coordinate Addenda		L			
B-10	Bid Opening		A	L		
B-11	Bid Evaluation		A	L		
B-12	Bid Recommendation		C	C		
B-13	Contract Award	L				
B-14	Contract Preparation		C			C

<b>CONSTRUCTION</b>		<b>Owner</b>	<b>A/E</b>	<b>C/M</b>	<b>Fiscal</b>	<b>Legal</b>
C-01	Review & Administer Bonds/Insurance	C				C
C-02	Schedule, Conduct & Record Precon Meeting			L		
C-03	Schedule, Conduct & Record Job Meetings			L		
C-04	Attend Job Meetings	C	C	C		
C-05	Coordinate Work			L		
C-06	Review Shop Drawings		L			
C-07	Approve Shop Drawings		L			
C-08	Distribute Shop Drawings		L			
C-09	Keep Shop Drawing Log			L		
C-10	Establish RFI Protocol			L		
C-11	Issue RFIs			L		
C-12	Answer RFIs		L			
C-13	Distribute Response to RFIs		L			
C-14	Keep RFI Log			L		
C-15	Issue ASIs		L			
C-16	Distribute ASIs		L			
C-17	Keep ASI Log			L		

# Responsibility Matrix

07/14/22

<b>CONSTRUCTION (Continued)</b>		<b>Owner</b>	<b>A/E</b>	<b>C/M</b>	<b>Fiscal</b>	<b>Legal</b>
C-18	Issue Proposal Requests/RFP's			L		
C-19	Review Proposals		C	C		
C-20	Recommend Proposals		C	C		
C-21	Approve Proposals	C	C	C		
C-22	Write Change Orders		L			
C-23	Distribute Change Orders		L			
C-24	Write Agency Change Orders		L			
C-25	Distribute Agency Change Orders		L			
C-26	Approve Change Orders	C	C	C		
C-27	Monthly Owner Updates		C	C		
C-28	Conduct 50% Completion Inspections		L	A		
C-29	Conduct Above Ceiling Inspections		L	A		
C-30	Conduct Inspections		L	A		
C-31	Issue Construction Deficiency Reports (CDR)		L	A		
C-32	Monitor CDR Corrective Work Status			L		
C-33	Substantial Completion Inspections		C	C		
C-34	Issue Substantial Completion Inspection Report		L			
C-35	Issue Certificate of Substantial Completion		L			
C-36	Distribute Certificate of Substantial Completion		L			
C-37	Review Schedule of Values		C	C	C	
C-38	Approve Schedule of Values		L			
C-39	Review Payment Applications (Pencil Copies)			L		
C-40	Approve Payment Applications		C	C		
C-41	A/E Issue certificate payment		L			
C-42	Make Payments	L				
C-43	Monitor Budgets	C	C	C	C	
C-44	Issue Monthly Budget Updates			L		
C-45	Approve Allowance Authorizations		C	C		
C-46	Hire testing Agencies	L		A		
C-47	Environmental testing		L			
C-48	Direct Testing Agencies			L		
C-49	Receive Test Reports		C	C		
C-50	Monitor Budget Allocation for Aid ratios	C	C		C	
C-51	Review Safety Programs			L		
C-52	Collect Safety Programs for Record			L		
C-53	Create Master Schedule			L		
C-54	Monitor Master Schedule for Compliance			L		
C-55	Update Master Schedule			L		
C-56	Create Look Ahead Schedules			L		

<b>CLOSE-OUT</b>		<b>Owner</b>	<b>A/E</b>	<b>C/M</b>	<b>Fiscal</b>	<b>Legal</b>
CO-01	Final Completion Inspections		L	A		
CO-02	Final Completion Inspection Reports		L	A		
CO-03	Monitor Final Completion Status			L		
CO-04	Recommend Final Payments		C	C		
CO-05	Final Testing			L		

Responsibility Matrix

07/14/22

CLOSE-OUT (Continued)		Owner	A/E	C/M	Fiscal	Legal
CO-06	Budget Evaluations	C	C	C	C	
CO-07	Coordinate Owner Occupancy Schedule	C		C		
CO-08	Start-up/Training			L		
CO-09	Record Set Drawings		C	C		
CO-10	O&M Manuals/Warranties		C	C		
CO-11	Project Final Accounting	C		C	C	
CO-12	Monitor Project Closeout Requirements/Submittals			L		
CO-13	SED Final Cost Accounting	C			C	
CO-14	11 Month Warranty Inspection		A	L		



**Construction Manager- PAYMENT SCHEDULE**

Bainbridge-Guilford CSD CM 2022 CIP  
4/17/2023

## EXHIBIT D PAYMENT SCHEDULE

Phase of the project		Start Date	End Date	Duration (months)	CM Breakdown	CM Billing Per month
<b>Phase 1</b>						
Schematic Design Phase	3%	4/1/2023	7/1/2023	3	12,087	4,029
Design Development Phase	3%	7/1/2023	9/1/2023	2	12,087	8,058
Construction Documents Phase	11%	9/1/2023	11/16/2023	2	44,320	22,160
Bidding Phase	3%	11/16/2023	12/15/2023	1	12,087	12,087
Construction Phase	70%	1/1/2024	10/1/2024	9	282,037	31,337
Close out	10%	10/1/2024	10/31/2024	1	40,291	40,291
<b>Total Phase 1</b>					<b>402,910</b>	
<b>Phase 2</b>						
		7/1/2023	8/30/2025	26	534,090	\$ 20,526.34
Schematic Design Phase	3%	7/1/2023	7/31/2023	1	16,023	\$ 16,022.70
Design Development Phase	3%	8/1/2023	8/31/2023	1	16,023	\$ 16,022.70
Construction Documents Phase	11%	1/1/2024	4/1/2024	4	58,750	\$ 14,687.48
Bidding Phase	3%	6/1/2024	6/30/2024	1	16,023	\$ 16,022.70
Construction Phase	70%	7/1/2024	8/1/2025	13	373,863	\$ 28,758.69
Close out	10%	8/1/2025	8/30/2025	1	53,409	\$ 53,409.00
<b>Total Phase 2</b>					<b>534,090</b>	
<b>Total CM Contract</b>					<b>937,000</b>	
<i>Based on King and King Exhibit A dated 2/16/2023</i>						

Adjustments to the contract will be based on hourly rates for hours required if the schedule is changed from the K&K 2/16/23



**Construction Manager- Hourly Rates**

Bainbridge-Guilford CSD CM 2022 CIP

4/17/2023

# EXHIBIT D

## Hourly Rates

The hourly rates for LeChase employees/consultants are as follows:

Clerical	\$55.00
Scheduler	\$95.00
Estimator	\$95.00
Chief Estimator	\$125.00
Asst. Project Manager	\$85.00
Project Manager	\$115.00
Sr. Project Manager	\$125.00
Project Executive	\$150.00
Asst. Superintendent	\$85.00
Superintendent	\$120.00
Project Accountant	\$70.00
Financial Consultant	\$150.00