



**Brockport Central School District**  
40 Allen Street, Brockport, New York 14420-2296

## **Mission Statement**

*We engage and empower each student to achieve excellence as a learner and citizen.*

## **Board Members**

Terry Ann Carbone (2024)  
Jeffrey Harradine (2027)  
David Howlett (2025)  
Daniel Legault (2026)  
Robert Lewis (2023)  
Kathy Robertson (2024)  
Michael Turbeville (2023)

**December 6, 2022**

**6 p.m.**

**District Board Room**



# Brockport Central School District

40 Allen Street, Brockport, New York 14420-2296

We, the Board of Education, promise to:

- Put students first
- Set clear goals and focus on task at hand
- Be respectful
- Recognize and value differences
- Engage in honest communication
- Honor and maintain confidentiality
- Speak with one voice
- Work hard and have fun

**December 6, 2022 (Amended)**  
**Regular Board Meeting Agenda 6 p.m.**  
**District Board Room**

**Call to Order**  
**Pledge to the Flag**  
**Fire Exits**

**Motion to Approve the Order of the Agenda**

**Approval of Minutes**

- November 15, 2022 – Regular Board Meeting Minutes

**Board Presentations:**

- None

**Communications – Public Comments:**

Members of the audience wishing to speak must sign in no later than 5:55 p.m. A period of time, not to exceed 30 minutes, is set aside at regular meetings of the board for the purpose of hearing comments from interested individuals. Board of Education members will not engage in conversation or answer questions during this portion of the meeting.

- Each speaker is allowed up to five (5) minutes to present his/her remarks.
- Speakers must not give or defer their time slot to another person.
- All remarks must be addressed to the President of the Board, or the presiding officer. Please ensure remarks are respectful and dignified. Public comments must not single any individuals out by using names or identifiable information.

**Board Reports:**

<b>Committee</b>	<b>Last Meeting</b>	<b>Next Meeting</b>	<b>Committee Member(s)</b>
BOCES Board	November 16, 2022 6 p.m.	December 21, 2022 4:30 p.m.	Mr. Gerald Maar (BCSD Liaison)
MCSBA Information Exchange	November 9, 2022 Noon	January 11, 2023 Noon	Member Robertson
MCSBA Board Leadership Meeting	November 2, 2022 5:45 p.m.	March 1, 2023 5:45 p.m.	President Carbone
MCSBA Labor Relations Committee	November 16, 2022 Noon	January 18, 2023 Noon	Member Turbeville Superintendent Bruno
MCSBA Legislative Committee	November 2, 2022	January 4, 2023	President Carbone



# Brockport Central School District

40 Allen Street, Brockport, New York 14420-2296

	Noon	Noon	
MCSBA Executive Committee	November 30, 2022 5:45 p.m.	February 15, 2023 5:45 p.m.	President Carbone Superintendent Bruno
Diversity, Equity, and Inclusion (DEI) Committee	October 26 4 p.m.	December 14, 2022 4 p.m.	President Carbone Vice President Harradine Member Robertson Superintendent Bruno

## 1. New Business

None

## 2. Policy Development

None

## 3. Instructional Planning & Services

- 3.1 Verbal – Rachel Kluth, Ed.D., Assistant to the Superintendent for Secondary Instruction
- 3.2 Approval of Inspire! Learning and Childcare, Ready, Set, Grow! Preschool, Brockport Child Development Center and the Schoolhouse of Brockport to partner with the Brockport Central School District in providing the UPK program.
- 3.3 Verbal – Lynn Carragher, Assistant to the Superintendent for Inclusive Education and Instruction
- 3.4 Approval of CSE Recommendations
  - None

## 4. Personnel

### CERTIFIED

#### 4.1 Appointments

- 4.1.1 **UPDATE**, Kevin Guy, to be appointed as a long-term substitute Health/FACS Teacher (0.7 FTE) at Oliver Middle School, retroactive to August 31, 2022 through ~~November 30, 2022~~ **February 3, 2023**. Initial certificate in Social Studies grades 7-12. Annual salary \$40,800 (prorated ~~\$8,568~~ **\$14,708**).
- 4.1.2 **UPDATE**, James Wallington, to be appointed as a long-term substitute Special Education Teacher (0.5 FTE), at Oliver Middle School retroactive to August 31, 2022 through ~~November 30, 2022~~ **January 9, 2023**. Initial certificate in Social Studies grades 7-12. Annual salary \$40,800 (prorated ~~\$6,120~~ **\$9,075**).
- 4.1.3 Nathaniel Stevens, to be appointed as a Special Education Teacher at Oliver Middle School effective January 9, 2023. Initial certificates in Childhood Education grades 1-6 and Students with Disabilities grades 1-6. Probationary period January 9, 2023 through January 8, 2027. This expiration date is tentative and conditional only. In order to be eligible and considered for tenure the employee must meet all requirements of Educational Law and corresponding regulations. Annual salary \$39,780 (prorated \$23,072).

#### 4.2 Resignations

- 4.2.1 None

#### 4.3 Substitutes

- 4.3.1 Jennifer Miller
- 4.3.2 Matthew Campagna
- 4.3.3 Peter Lawrence, Director of Transportation, \$500 per day
- 4.3.4 Adam Comstock
- 4.3.5 Wesley Meadows, Contracted Building Substitute, \$135 per day
- 4.3.6 Scott Dauphin, \$400 per day



# Brockport Central School District

40 Allen Street, Brockport, New York 14420-2296

## 4.4 Teacher Immersion Fellowship Program Participants

4.4.1 None

## 4.5 Leaves of Absence

4.5.1 None

## 4.6 Other

4.6.1 Matt Schirmer, Wrestling Assistant, Level C – Off Step 1, \$4255.

4.6.2 Cody Anders, JV Wrestling Coach, Level C – Step 1, \$3051.

4.6.3 Sara Kaypak, Modified Winter Cheerleading Coach, Level E – Step 1, \$2441.

4.6.4 Matthew Dambra, Modified Boys Swimming Coach, Level G – Step 1, \$1980.

4.6.5 – 4.6.16 The following staff to be appointed as an AIS Sunrise Math Teacher at Barclay School effective January 4, 2023 through March 31, 2023, at a rate of \$53.00 per hour.

4.6.5 Gary Borrelli

4.6.6 Kelly Young

4.6.7 Tara Jackson

4.6.8 Kristina Kirchgraber

4.6.9 Aimee Mayer

4.6.10 Bridget Quigley

4.6.11 Jodie Shatzel

4.6.12 Michael Leschander

4.6.13 Melanie Macdonald

4.6.14 John Zelent

4.6.15 Shannon Patricelli

4.6.16 Michael DeLoria

4.6.17-4.6.21 The following staff to be appointed as an AIS Sunrise Math Substitute Teacher at Barclay School effective January 4, 2023 through March 31, 2023, at a rate of \$53.00 per hour.

4.6.17 Ashleigh Grant

4.6.18 Mackenzie Carter

4.6.19 Amy Forrest

4.6.20 Hannah Madden

4.6.21 Patricia Conant

4.6.22-4.6.26 The following staff to be appointed as a MTSS1 Coach, \$500 stipend.

4.6.22 Kelly Keenan

4.6.23 Alana Roberts

4.6.24 Lauren Combo

4.6.25 Michelle Guerrieri

4.6.26 David Iacchetta

4.6.27-4.6.31 The following staff to be appointed as a MTSS2 Coach, \$500 stipend.

4.6.27 Kelly Keenan

4.6.28 Alana Roberts

4.6.29 Lauren Combo

4.6.30 Michelle Guerrieri

4.6.31 David Iacchetta

4.6.32 Creation of one (1) Special Education Teacher position.

## CLASSIFIED

### 4.7 Appointments

4.7.1 Nancy Maier, to be appointed as a probationary School Aide/Cafeteria Monitor at Barclay School effective December 7, 2022. Rate is set at \$14.50 per hour. Probationary period begins on December 7, 2022 and ends on December 6, 2023.



# Brockport Central School District

40 Allen Street, Brockport, New York 14420-2296

## 4.8 Resignations

- 4.8.1 Paul Poduslo, Teacher Aide, Oliver Middle School, terminated effective November 18, 2022.
- 4.8.2 Victoria Santellanese, Bus Attendant, Transportation, resigned effective November 22, 2022.
- 4.8.3 Robin Lauth, Office Clerk IV, Ginther School, terminated effective December 6, 2022.
- 4.8.4 Jacob Vergari, School Aide/Hall Monitor, Oliver Middle School, resigned effective December 30, 2022.
- 4.8.5 Donna Dakin, Food Service Helper, Hill School, resigned effective December 2, 2022.

## 4.9 Substitutes

- 4.9.1 Peggy John, Bus Attendant
- 4.9.2 Shannon Keenan, Teacher Aide, pending fingerprint clearance
- 4.9.3 Valera Gers, Teacher Aide
- 4.9.4 Victoria Santellanese, Bus Attendant

## 4.10 Volunteers

- 4.10.1 Mahrya Bermedo-Moyer
- 4.10.2 Robyn Churchill
- 4.10.3 Deborah Congdon
- 4.10.4 Natalie Cuzzupoli
- 4.10.5 Andrew Dailey
- 4.10.6 Ashley Day
- 4.10.7 Dylan DiBattisto
- 4.10.8 John Einhiple
- 4.10.9 Natasha Geska
- 4.10.10 Gabriel Horton
- 4.10.11 Ashley Knight
- 4.10.12 Jason McCormick
- 4.10.13 Kelly Ryan
- 4.10.14 Patrick Steinmetz
- 4.10.15 Jacob Straub
- 4.10.16 Shauna Thomas
- 4.10.17 Angela Wollschlager
- 4.10.18 Josh Wood
- 4.10.19 Matthew Zimmer
- 4.10.20 Courtney Cochancela
- 4.10.21 Daryl Stalter
- 4.10.22 Rebecca Wallace

## 4.11 College Participants

None

## 4.12 Leaves of Absence

- 4.12.1 Jennifer Warner, Teacher Aide, effective May 5, 2023 through May 22, 2023.

## 4.13 Other

- 4.13.1 Lindsay Pajek has been appointed to a regular position for the Sports Study Hall at the Oliver Middle School (at her current regular hourly rate) for the 2022-2023 school year.
- 4.13.2 – 4.13.5 The following staff have been appointed to the Sunrise Program at Barclay School (at their current regular hourly rate) for the 2022-2023 school year.
- 4.13.2 Gloriann Jones (Regular)
- 4.13.3 Janet Reyes (Regular)



# Brockport Central School District

40 Allen Street, Brockport, New York 14420-2296

4.13.4 BonnieLou Haymon (Substitute)

4.13.5 Robin Wheeler (Substitute)

## 5. Financial

5.1 Verbal – Jill Reichhart, Director of Finance

5.2 Approval of the establishment of the Class of 1965 Scholarship.

5.3 Approval of the Architectural/Engineering Services contract for the 2021 Capital Improvement Project to LaBella Associates, D.P.C.

## 6. Physical Plant, Safety & Security, Transportation and Support Services

6.1 Verbal – Darrin Winkley, Assistant Superintendent for Business

## 7. Human Resources

7.1 Verbal – Jerilee Gulino, Assistant Superintendent for Human Resources

7.2 Approval of a Memorandum of Agreement between the Brockport Central School District and the Brockport Teachers Association.

## 8. Report of the Superintendent of Schools

8.1 Verbal – Sean C. Bruno, Superintendent of Schools

## 9. Board Operations

9.1 2022-23 Board of Education Meeting Schedule

9.2 2023-24 Budget Development Calendar

9.3 2022-23 MCSBA Calendar

## 10. Old Business

None

## 11. Other Items of Business

None

## 12. Round Table

## 13. Executive Session

13.1 It is anticipated that the Board will enter into Executive Session for the purpose of discussing the medical, financial, credit, or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or corporation.

## 14. Adjournment

**Next Board of Education Meeting:  
Tuesday, December 20, 2022, at 6 p.m., Hill School Cafetorium**

**BROCKPORT CENTRAL SCHOOL  
BOARD OF EDUCATION  
November 15, 2022**

These are the minutes of the Regular Board Meeting held on November 15, 2022. The meeting was called to order at 6 p.m. by President Carbone.

The following Board Members were in attendance:

Terry Ann Carbone, President  
Jeffrey Harradine, Vice President  
Daniel Legault, Board Member  
Robert Lewis, Board Member  
Kathy Robertson, Board Member

Also present were:

Sean Bruno, Superintendent of Schools  
Lynn Carragher, Assistant to the Superintendent for Inclusive Education and Instruction  
Jerilee DiLalla, Assistant Superintendent for Human Resources  
Darrin Winkley, Assistant Superintendent for Business  
Jill Reichhart, Treasurer and Finance Director  
Deb Moyer, District Clerk  
Jeannine Limbeck  
Lori Quinn  
Rosie Rich  
Jim Goetz, Jr.  
Jim Goetz, Sr.  
Catherine Goetz  
Sophia Edozien  
Cate Edozien  
Elizabeth Goetz  
Kelly Keenan  
Randall Yu  
Kristy Hart  
Jack Wahl  
Debbie Wahl  
David Stroup

Excused:

David Howlett, Board Member  
Michael Turbeville, Board Member  
Rachel Kluth, Ed.D. Assistant to the Superintendent for Secondary Instruction

**ORDER OF THE AGENDA**

Mr. Lewis moved, seconded by Mr. Legault, the Board of Education approved the order of the agenda. The motion carried 5-0.

**MINUTES**

Ms. Robertson moved, seconded by Mr. Lewis, the Board of Education approved the November 1, 2022, Regular Board Meeting minutes. The motion carried 5-0.

## BOARD PRESENTATIONS

- The Genesee Valley Region Pick A Reading Partner (PARP) Program Award was presented to Kelly Keenan, Ginther Assistant Principal and Randall Yu, Ginther Principal by PTSA President Tricia White.
- The Board of Education presented Brockport's Best awards to Dr. James Goetz, Kristy Hart, Rosie Rich, and Debbie Wahl for their volunteer efforts with Walk to School Day.

## COMMUNICATION – PUBLIC COMMENTS

- None

## BOARD REPORTS

- MCSBA Information Exchange: Ms. Robertson provided an update from the Nov. 9 meeting where there was a presentation by Regional Equity Network (REN) about how school boards can support district focus on Diversity, Equity, and Inclusion.

### 1. New Business

- None

### 2. Policy Development

Mr. Legault moved, seconded by Ms. Robertson, the Board approved the second reading of Board policies 2.1-2.7. It was noted that the Policy Committee meeting schedule has changed by consolidating some meetings. The motion carried 5-0.

- 2.1 5810 Facilities Planning (Remove Policy)
- 2.2 5820 Evaluating Existing Buildings (Remove Policy)
- 2.3 5830 Site Acquisition (Remove Policy)
- 2.4 5840 Closing of Facilities (Remove Policy)
- 2.5 5850 Naming School Facilities
- 2.6 6110 Complaints and Grievances by Employees
- 2.7 6120 Equal Employment Opportunity

### 3. Instructional Planning & Services

- 3.1 Verbal – Rachel Kluth, Ed.D., Assistant to the Superintendent for Secondary Instruction
  - None (excused)
- 3.2 Verbal – Lynn Carragher, Assistant to the Superintendent for Inclusive Education and Instruction
  - Ms. Carragher shared there is an uptick in McKinney Vento numbers due to financial hardship.
- 3.3 Ms. Robertson moved, seconded by Mr. Legault, the Board approved Consent Items (CSE) 3.3.1-3.3.7. The motion carried 5-0.
  - 3.3.1 On November 1, and 3, 2022, the District Committee on Special Education reviewed students and made recommendations for placement.
  - 3.3.2 On October 26, 27, November 3, and 4, 2022, the District Subcommittee on Special Education reviewed students and made recommendations for placement.
  - 3.3.3 On October 11, 27, November 1, 2022, the Committee on Preschool Special Education reviewed students and made recommendations for placement.
  - 3.3.4 On October 18, and 19, 2022, the Barclay Subcommittee on Special Education reviewed students and made recommendations for placement.
  - 3.3.5 On October 24, 27, and November 7, 2022, the Hill Subcommittee on Special Education reviewed students and made recommendations for placement.
  - 3.3.6 On October 19, 24, 28, and November 2, 2022, the Oliver Subcommittee on Special Education reviewed students and made recommendations for placement.
  - 3.3.7 On October 26, 27, October 31, and November 1, 2022, the High School Subcommittee on Special Education reviewed students and made recommendations for placement.

#### 4. Personnel

Ms. Robertson moved, seconded by Mr. Lewis, the Board approved Personnel items 4.1-4.13. The motion carried 5-0.

#### CERTIFIED

##### 4.1 Appointments

- 4.1.1 **UPDATE**, Morgan Smith to be appointed as a long-term substitute Elementary Teacher at Ginther School effective August 31, 2022, through ~~February 7, 2023~~ **June 30, 2023**. Initial certificate in Childhood Education grades 1-6. Annual salary \$39,000.
- 4.1.2 **UPDATE**, Kevin Guy, to be appointed as a long-term substitute Health/FACS Teacher (0.7 FTE) at Oliver Middle School, retroactive to August 31, 2022, through ~~November 30, 2022~~ **December 8, 2022**. Initial certificate in Social Studies grades 7-12. Annual salary \$40,800 (prorated ~~\$8,568~~ **\$9,424**).
- 4.1.3 **UPDATE**, James Wallington, to be appointed as a long-term substitute Special Education Teacher (0.5 FTE), at Oliver Middle School retroactive to August 31, 2022, through November 30, 2022, **December 8, 2022**. Initial certificate in Social Studies grades 7-12. Annual salary \$40,800 (prorated ~~\$6,120~~ **\$6,966**).
- 4.1.4 **UPDATE**, Andrew Cliver, to be appointed as a long-term substitute Elementary Teacher at Barclay School effective ~~November 16, 2022~~ **November 10, 2022**, through April 10, 2023. Initial certificate in Childhood Education grades 1-6. Annual salary \$39,000 (prorated ~~\$17,355~~ **\$18,330**).

##### 4.2 Resignations

- 4.2.1 Stacy Hurley, Special Education Teacher at the High School, to resign effective November 30, 2022.

##### 4.3 Substitutes

- 4.3.1 Scott Dauphin
- 4.3.2 Audrey Foos
- 4.3.3 Victoria Lesniak, pending fingerprint clearance
- 4.3.4 Matthew McGowan
- 4.3.5 Jacob Rogers, Contracted Building Substitute, \$135 per day
- 4.3.6 Skylor Wesley

##### 4.4 Teacher Immersion Fellowship Program Participants

- 4.4.1 None

##### 4.5 Leaves of Absence

- 4.5.1 Alyssa Stevens, Speech Teacher at Barclay School, to request an unpaid leave of absence effective December 10, 2022, through June 30, 2023.
- 4.5.2 Kylie Grillo, Kindergarten Teacher at Ginther School, to request an unpaid leave of absence effective December 3, 2022, through June 30, 2023.
- 4.5.3 **UPDATE**, Danielle DeLeo, Elementary Teacher at Ginther School to request an unpaid leave of absence effective August 31, 2022, through ~~February 3, 2023~~ **June 30, 2023**.
- 4.5.4 Sarah Luteyn, long-term substitute Reading Teacher at Ginther School to request an unpaid leave of absence effective November 14, 2022, through December 16, 2022.

##### 4.6 Other

- 4.6.1 Amy Dunn, Speech Department Chair, \$3393, (prorated \$2610.86, Nov 16- June 30).
- 4.6.2 Justin Jackson, Mentor Teacher, \$800 (prorated Nov – June)
- 4.6.3 Tara Jackson, Mentor Teacher, \$500 (prorated Nov – March)
- 4.6.4 Matt Schirmer, Mentor Teacher, \$800 (prorated Nov – June)
- 4.6.5 Karen Stein, Mentor Nurse, \$800 (prorated Nov – June)
- 4.6.6 Patricia Arnold, Mentor Teacher, \$800 (prorated Nov – June)
- 4.6.7 David Schickler, Mod B Wrestling Coach, Level F – Step 4 \$2447
- 4.6.8 Sean Dowdell, Mod B Wrestling Coach (Split W Davies), Level F – Step 1 \$1083.
- 4.6.9 Jacob Davies, Mod B Wrestling Coach (Split W Dowdell), Level F – Step 1 \$1083.

4.6.10 Nick Petitti, Girls Varsity Softball Coach, Level C -Step 3 \$3295.

4.6.11 Mark Mutton, Girls Softball Assistant, Level E – Step 4 \$2757.

## **CLASSIFIED**

### **4.7 Appointments**

- 4.7.1 Laurie Goltermann, to be appointed as a probationary School Aide/Cafeteria Monitor at Oliver Middle School effective November 16, 2022. Rate is set at \$14.50 per hour. Probationary period begins on November 16, 2022 and ends on November 15, 2023.
- 4.7.2 Crystal Sepaniak, to be appointed as a probationary Food Service Helper at the High School effective November 16, 2022. Rate is set at \$14.50 per hour. Probationary period begins on November 16, 2022 and ends on November 15, 2023.
- 4.7.3 Donna Dakin, to be appointed as a probationary Food Service Helper at the Hill School effective November 28, 2022. Rate is set at \$14.50 per hour. Probationary period begins on November 28, 2022 and ends on November 27, 2023. (pending fingerprint clearance)
- 4.7.4 Thomas McDonough, to be appointed as a probationary Bus Driver in the Transportation Department effective November 21, 2022. Rate is set at \$20.50 per hour. Probationary period begins on November 21, 2022 and ends on November 20, 2023.

### **4.8 Resignations**

None

### **4.9 Substitutes**

- 4.9.1 Kevin Slusher, Teacher Aide, pending fingerprint clearance

### **4.10 Volunteers**

- 4.10.1 Hannah Griffiths
- 4.10.2 Nicole Meney
- 4.10.3 M. Elizabeth Schuth
- 4.10.4 Aaron Wight

### **4.11 College Participants**

- 4.11.1 Elaina Brownell, Student Teacher, (Erin Reed)
- 4.11.2 Olivia Hayden, Student Teacher, (Erin Waite)

### **4.12 Leaves of Absence**

- 4.12.1 Karen Pahman, Food Service Helper, effective November 8, 2022, through the anticipated date of January 3, 2023.

### **4.13 Other**

- 4.13.1 None

## **5. Financial**

- 5.1 Verbal – Jill Reichhart, Director of Finance
- Ms. Reichhart shared that the following departments presented their budgets at the Budget Subcommittee meeting: Transportation, Security and Safety, Operations and Maintenance, and Buildings and Grounds. Minutes will be forthcoming.
- 5.2 Mr. Legault moved, seconded by Mr. Lewis, RESOLVED, that the Board of Education approve the Financial Statements of Extraclassroom Activity Funds for the Hill School, Oliver Middle School, and High School for September 2022. The motion carried 5-0.
- 5.3 Mr. Lewis moved, seconded by Mr. Legault, RESOLVED, that the Board of Education approve the Treasurer's Report for the month of September 2022. The motion carried 5-0.
- 5.4 Ms. Robertson moved, seconded by Mr. Legault, RESOLVED, that the Board approve the Financial Report for the month of September 2022. The motion carried 5-0.

- 5.5 Mr. Lewis moved, seconded by Mr. Legault, RESOLVED, that the Board of Education approve the Basic Financial Statements, Management Letter and Corrective Action Plan for the year ended June 30, 2022. The motion carried 5-0.

## **6. Physical Plant, Safety & Security, Transportation and Support Services**

- 6.1 Verbal – Darrin Winkley, Assistant Superintendent for Business
- Mr. Winkley shared the Capital Project is at the architect level and then will proceed to engineering before going to the Project manager. It will go out to bid soon and bids will be open in January. Plan includes a quick turnaround and bringing the winning contractors to the Board in January, with a goal of work done in the summer.

## **7. Human Resources**

- 7.1 Verbal – Jerilee DiLalla, Assistant Superintendent for Human Resources
- None

## **8. Report of the Superintendent of Schools**

- 8.1 Verbal – Sean C. Bruno, Superintendent of Schools
- Mr. Bruno provided the following updates:
    - December schedule for Board visits to the schools.
    - High school administration team will be touring SERC this month for graduation.
    - Technology Director shared Cyber Security Auditor rated us above average.
    - New District website expected to go live by January 1, 2023.
    - Board members who wish to attend meetings virtually and be a voting member must be in a public area and share address in advance. Erie 1 BOCES provided a sample policy for Board members wishing to attend meetings remotely. (Emergency rules from COVID have expired.)

## **9. Board Operations**

- 9.1 2021-22 Board of Education Meeting Schedule  
9.2 2022-23 Budget Development Calendar  
9.3 2021-22 MCSBA Calendar

## **10. Old Business**

- None

## **11. Other Items of Business**

- None

## **12. Round Table**

- Mr. Lewis shared he attended the play, and the students did a great job (from the actors, singers, pit orchestra, support crew and teachers). A lot of work went into the production, and they did a great job.
- Ms. Carbone also shared the students did a phenomenal job on the play and she was very proud to be in the audience. She shared that Summer Serenades is starting up again Feb. 5 and the winter series is at the Episcopal Church. Ms. Carbone read a thank you note from Jack Milner for receiving the James C. Fallon Distinguished Service Award. She also encouraged members to join the PTSA.

## **13. Adjournment**

- 13.1 Mr. Lewis moved, seconded by Mr. Legault, RESOLVED the Board of Education adjourned the meeting at 6:46 p.m. to enter into Executive Session for the purpose of discussing the medical, financial, credit, or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal, or removal of a particular person or corporation. The motion carried 5-0.

Ms. Robertson moved, seconded by Mr. Legault, the Board entered into executive session at 6:53 p.m. The motion carried 5-0.

Mr. Lewis moved, seconded by Mr. Legault, the Board adjourned executive session and entered into regular session at 7:45 p.m. The motion carried 5-0.

**Regular Session**

4.13.1 Mr. Harradine moved, seconded by Mr. Legault, RESOLVED that the Board of Education terminate Robert Manley, retroactive to November 8, 2022. The motion carried 5-0.

**14. Adjournment**

14.1 Mr. Legault moved, seconded by Ms. Robertson, the Board adjourned the meeting at 7:46 p.m. The motion carried 5-0.

Prepared by:

\_\_\_\_\_  
Debra S. Moyer, District Clerk

\_\_\_\_\_  
Date

# PRESENTATIONS TO THE BOARD



# COMMUNICATIONS



# 1.0 NEW BUSINESS



## 2.0 POLICY



# 3.0 INSTRUCTION PLANNING AND SERVICES



Regular Meeting  
December 6, 2022

Board of Education  
Brockport Central School District

Rachel Kluth, Ed.D.  
Assistant to the Superintendent for Secondary Instruction

Randall Yu  
Ginther School Principal

**SUBJECT: UPK Outside agencies**

The following four Outside Agencies have applied to participate in the UPK Program for 2023-2024 School Year and are being recommended for approval. All four outside agencies have previously partnered with the Brockport Central School District in providing the UPK program.

**Inspire! Learning and Childcare  
Ready, Set, Grow! Preschool  
Brockport Child Development Center  
The Schoolhouse of Brockport**

**RECOMMENDED**

**Motion by \_\_\_\_\_ Second by \_\_\_\_\_**

**RESOLVED**, that Inspire! Learning and Childcare, Ready, Set, Grow! Preschool, Brockport Child Development Center and The Schoolhouse of Brockport have been approved to partner with the Brockport Central School District in providing the UPK program.

## 4.0 CERTIFIED PERSONNEL



# BROCKPORT CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION MEETING

December 6, 2022

## PERSONNEL AGENDA – CERTIFIED

Office of the Superintendent of Schools  
Board Meeting of December 6, 2022

Sean C. Bruno  
Superintendent of Schools

Jerilee Gulino  
Assistant Superintendent for Human Resources

**RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approved action on the following Certified Personnel:

### 4.1 Appointments

- 4.1.1 **UPDATE**, Kevin Guy, to be appointed as a long-term substitute Health/FACS Teacher (0.7 FTE) at Oliver Middle School, retroactive to August 31, 2022 through ~~November 30, 2022~~ **February 3, 2023**. Initial certificate in Social Studies grades 7-12. Annual salary \$40,800 (prorated ~~\$8,568~~ **\$14,708**).
- 4.1.2 **UPDATE**, James Wallington, to be appointed as a long-term substitute Special Education Teacher (0.5 FTE), at Oliver Middle School retroactive to August 31, 2022 through ~~November 30, 2022~~ **January 9, 2023**. Initial certificate in Social Studies grades 7-12. Annual salary \$40,800 (prorated ~~\$6,120~~ **\$9,075**).
- 4.1.3 Nathaniel Stevens, to be appointed as a Special Education Teacher at Oliver Middle School effective January 9, 2023. Initial certificates in Childhood Education grades 1-6 and Students with Disabilities grades 1-6. Probationary period January 9, 2023 through January 8, 2027. This expiration date is tentative and conditional only. In order to be eligible and considered for tenure the employee must meet all requirements of Educational Law and corresponding regulations. Annual salary \$39,780 (prorated \$23,072).

### 4.2 Resignations

- 4.2.1 None

### 4.3 Substitutes

- 4.3.1 Jennifer Miller
- 4.3.2 Matthew Campagna
- 4.3.3 Peter Lawrence, Director of Transportation, \$500 per day
- 4.3.4 Adam Comstock
- 4.3.5 Wesley Meadows, Contracted Building Substitute, \$135 per day
- 4.3.6 Scott Dauphin, \$400 per day

### 4.4 Teacher Immersion Fellowship Program Participants

- 4.4.1 None

### 4.5 Leaves of Absence

- 4.5.1 None

### 4.6 Other

- 4.6.1 Matt Schirmer, Wrestling Assistant, Level C – Off Step 1, \$4255.
- 4.6.2 Cody Anders, JV Wrestling Coach, Level C – Step 1, \$3051.
- 4.6.3 Sara Kaypak, Modified Winter Cheerleading Coach, Level E – Step 1, \$2441.
- 4.6.4 Matthew Dambra, Modified Boys Swimming Coach, Level G – Step 1, \$1980.
- 4.6.5 – 4.6.16 The following staff to be appointed as an AIS Sunrise Math Teacher at Barclay School effective January 4, 2023 through March 31, 2023, at a rate of \$53.00 per hour.
- 4.6.5 Gary Borrelli

- 4.6.6 Kelly Young
- 4.6.7 Tara Jackson
- 4.6.8 Kristina Kirchgraber
- 4.6.9 Aimee Mayer
- 4.6.10 Bridget Quigley
- 4.6.11 Jodie Shatzel
- 4.6.12 Michael Leschander
- 4.6.13 Melanie Macdonald
- 4.6.14 John Zelent
- 4.6.15 Shannon Patricelli
- 4.6.16 Michael DeLoria
- 4.6.17-4.6.21 The following staff to be appointed as an AIS Sunrise Math Substitute Teacher at Barclay School effective January 4, 2023 through March 31, 2023, at a rate of \$53.00 per hour.
- 4.6.17 Ashleigh Grant
- 4.6.18 Mackenzie Carter
- 4.6.19 Amy Forrest
- 4.6.20 Hannah Madden
- 4.6.21 Patricia Conant
- 4.6.22-4.6.26 The following staff to be appointed as a MTSS1 Coach, \$500 stipend.
- 4.6.22 Kelly Keenan
- 4.6.23 Alana Roberts
- 4.6.24 Lauren Combo
- 4.6.25 Michelle Guerrieri
- 4.6.26 David Iacchetta
- 4.6.27-4.6.31 The following staff to be appointed as a MTSS2 Coach, \$500 stipend.
- 4.6.27 Kelly Keenan
- 4.6.28 Alana Roberts
- 4.6.29 Lauren Combo
- 4.6.30 Michelle Guerrieri
- 4.6.31 David Iacchetta
- 4.6.32 Creation of one (1) Special Education Teacher position.

## 4.0 CLASSIFIED PERSONNEL



**BROCKPORT CENTRAL SCHOOL DISTRICT**  
**BOARD OF EDUCATION MEETING**  
**DECEMBER 6, 2022**

**PERSONNEL AGENDA – CLASSIFIED**

Office of the Superintendent of Schools  
Board Meeting of December 6, 2022

Sean C. Bruno  
Superintendent of Schools

Jerilee Gulino  
Assistant Superintendent for Human Resources

Resolved that, upon the recommendation of the Superintendent of Schools, the Board of Education approves action on the following **Classified, Exempt, Substitute, Volunteer, and College Participant** positions:

**4.7 Appointments**

- 4.7.1 Nancy Maier, to be appointed as a probationary School Aide/Cafeteria Monitor at Barclay School effective December 7, 2022. Rate is set at \$14.50 per hour. Probationary period begins on December 7, 2022 and ends on December 6, 2023.

**4.8 Resignations**

- 4.8.1 Paul Poduslo, Teacher Aide, Oliver Middle School, terminated effective November 18, 2022.  
4.8.2 Victoria Santellanese, Bus Attendant, Transportation, resigned effective November 22, 2022.  
4.8.3 Robin Lauth, Office Clerk IV, Ginther School, terminated effective December 6, 2022.  
4.8.4 Jacob Vergari, School Aide/Hall Monitor, Oliver Middle School, resigned effective December 30, 2022.  
4.8.5 Donna Dakin, Food Service Helper, Hill School, resigned effective December 2, 2022.

**4.9 Substitutes**

- 4.9.1 Peggy John, Bus Attendant  
4.9.2 Shannon Keenan, Teacher Aide, pending fingerprint clearance  
4.9.3 Valera Gers, Teacher Aide  
4.9.4 Victoria Santellanese, Bus Attendant

**4.10 Volunteers**

- 4.10.1 Mahrya Bermedo-Moyer  
4.10.2 Robyn Churchill  
4.10.3 Deborah Congdon  
4.10.4 Natalie Cuzzupoli  
4.10.5 Andrew Dailey  
4.10.6 Ashley Day  
4.10.7 Dylan DiBattisto  
4.10.8 John Einhiple  
4.10.9 Natasha Geska  
4.10.10 Gabriel Horton  
4.10.11 Ashley Knight  
4.10.12 Jason McCormick  
4.10.13 Kelly Ryan  
4.10.14 Patrick Steinmetz  
4.10.15 Jacob Straub

- 4.10.16 Shauna Thomas
- 4.10.17 Angela Wollschlager
- 4.10.18 Josh Wood
- 4.10.19 Matthew Zimmer
- 4.10.20 Courtney Cochancela
- 4.10.21 Daryl Stalter
- 4.10.22 Rebecca Wallace

**4.11 College Participants**

None

**4.12 Leaves of Absence**

- 4.12.1 Jennifer Warner, Teacher Aide, effective May 5, 2023 through May 22, 2023.

**4.13 Other**

- 4.13.1 Lindsay Pajek has been appointed to a regular position for the Sports Study Hall at the Oliver Middle School (at her current regular hourly rate) for the 2022-2023 school year.
- 4.13.2 – 4.13.5 The following staff have been appointed to the Sunrise Program at Barclay School (at their current regular hourly rate) for the 2022-2023 school year.
- 4.13.2 Gloriann Jones (Regular)
- 4.13.3 Janet Reyes (Regular)
- 4.13.4 BonnieLou Haymon (Substitute)
- 4.13.5 Robin Wheeler (Substitute)

## 5.0 FINANCIAL



Office of the Superintendent of Schools  
Regular Meeting of December 6, 2022

**5.2**

Sean Bruno  
Superintendent

Jill Reichhart  
Treasurer and Director of Finance

SUBJECT: Class of 1965 Scholarship

Submitted to the Board of Education for their approval is the establishment of the Class of 1965 Scholarship (see attached).

Motion by ..... Seconded by .....

RESOLVED, that the Board of Education approve the establishment of the Class of 1965 Scholarship.

## Scholarship Information Summary

Name of Scholarship: Class of 1965 Scholarship

Purpose of Scholarship: Annually provide a scholarship of \$3000 to a deserving graduate of Brockport High School

### Scholarship Award Criteria:

This \$3000 scholarship award is endowed by the members of the BHS Class of 1965. The recipient of this scholarship award must be a graduating senior who has attended BHS for four years, will be attending a college of their choice, be of high moral character with a well-rounded background in academics and activities outside the classroom indicative of leadership potential.

Type of Scholarship:      Endowed Trust       Expendable Trust  (The amount of the scholarship may be increased in \$100 increments if the returns from the trust exceed \$3000 in any one year.)

### Scholarship Coordinator Information:

Michael Myers

Brockport, Ny 14420

Sean C. Bruno  
Superintendent

Darrin Winkley  
Assistant Superintendent for Business

**SUBJECT: Architectural/Engineering Services – LaBella Associates, D.P.C**

WHEREAS, the Board of Education approve the Architectural/Engineering Services contract for the 2021 Capital Improvement Project to LaBella Associates, D.P.C. in the amount of \$672,000.00 plus allowable reimbursable expenses.

Recommendation: Motion by .....Seconded by.....

RESOLVED, that the Board of Education approve the Architectural/Engineering Services contract for the 2021 Capital Improvement Project to LaBella Associates, D.P.C. in the amount of \$672,000.00 plus allowable reimbursable expenses.

# DRAFT AIA® Document B132™ – 2009

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

**AGREEMENT** made as of the «10th» day of «January» in the year «2022»  
(In words, indicate day, month and year.) The above date intentionally applies  
retroactively to the above date and further applies to any work which may have been  
performed by LaBella prior to this date which is included in the scope of work covered by  
this Contract.

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

«Brockport Central School District»  
«40 Allen Street»  
«Brockport, NY 14420»

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

«LaBella Associates, D.P.C.»  
«300 State Street, Suite 201»  
«Rochester, NY 14614»  
«Telephone Number: 585-454-6110»  
«Fax Number: 585-454-3066»

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

«2021 Capital Improvement Project»  
«Brockport Central School District»  
«40 Allen Street»  
«Brockport, NY 14420»

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

«Turner Construction Company»  
«50 Lakefront Blvd., Suite 200»  
«Buffalo, NY 14202»

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

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

### ARTICLE 1 INITIAL INFORMATION

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

§ 1.1.1 The Owner's program for the Project:  
*(Identify documentation or state the manner in which the program will be developed.)*

« Architect will provide Architectural/Engineering Services for the 2021 Capital Improvements Project based on recommendations provided by the Owner and Turner Construction Company.

§ 1.1.2 The Project's physical characteristics:

« The Project includes, and is not limited to, work within the Owner's school district campus and involves renovations throughout the school district and multiple buildings. The project is generally referred to as the 2021 Capital Improvement Project. The work includes Various Sitework improvements, environmental assessments, exterior improvements, and interior renovations, including, but not limited to, mechanical, electrical, plumbing and finish upgrades and roof reconstruction. The work includes scope shown on the instruments of service prepared by Architect to date as well as those documents prepared by CM with regard to scheduling and anticipated project scope of work. »

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

« Estimated total Project Cost, including non-construction related cost, is \$11,335,000.00  
The Owner's total budget for "Construction costs" (which does not include Architect or CM fees) is: Eight Million Four Hundred Twenty Eight Thousand Three Hundred Twenty Eight Dollars and 00/100 (**\$8,428,328.00**)»

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

« See Brockport CSD 2021 Capital Improvement Project Schedule provided by Turner (“Master Schedule”). Dates of design phase completion should meet the schedule and be sufficiently in advance to allow required reviews and allow the project to continue on time pursuant to the schedule. »

.2 Commencement of construction:

« April 2023 »

.3 Substantial Completion date or milestone dates:

« » Pursuant to Master Schedule, unless material delays.

.4 Other:

« N/A »

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

*(Note that, if Multiple Prime Contractors are used, the term “Contractor” as referred to throughout this Agreement will be as if plural in number.)*

[  ] One Contractor

[  ] Multiple Prime Contractors

[  ] Unknown at time of execution

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

*(List number and type of bid/procurement packages.)*

« The construction project will utilize single phased construction during 2023 unless material shortages require work into 2024. Phased construction and bids will be used. Specifics shall be determined by Owner with assistance and coordination by Architect and Construction Manager. »

§ 1.1.7 Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

« The AD Oliver Middle School is a listed historic building. SHPO has been contacted and the renovations will be sensitive to SHPO requirements. »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:

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

«Darrin Winkley»  
«Assistant Superintendent for Business»  
«40 Allen Street»  
«Brockport, NY 14420»

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

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

« Various submittal must be submitted by Architect to the CM to allow the coordination and collaboration needed for the project. »

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

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

«Turner Construction Company  
50 Lakefront Blvd., Suite 200  
Buffalo, NY 14202 »

- .2 Cost Consultant (if in addition to the Construction Manager):

« N/A »« »

- .3 Land Surveyor:

« GdB Geospatial LS, P.C. »«GdB Geospatial LSPC»

- .4 Geotechnical Engineer:

« N/A »« »

- .5 Civil Engineer:

« LaBella»« »

- .6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

«Terracon for Testing»

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

«Kevin J. Rademacher, AIA»  
«Principal In Charge»  
«300 State Street, Suite 201»  
«Rochester, NY 14614»  
«Telephone Number: 585-295-6684»  
«Fax Number: 585-454-3066»  
«Kevin Rademacher shall act as the Principal In Charge and will oversee the design team.»  
«Stacy Welch shall act as the Project Manager and will be the Owner's primary contact with regard to daily needs of the project.»

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

« N/A »« LaBella to perform »

- .2 Mechanical Engineer:

« N/A »« LaBella to perform »

.3 Electrical Engineer:

« N/A » « LaBella to perform »

§ 1.1.12.2 Consultants retained under Additional Services:

« LaBella Associates, D.P.C.: Environmental Testing and Analysis  
LaBella Associates, D.P.C.: »

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

« N/A »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

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

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than « **Two Million** » (\$ « **2,000,000** » ) for each occurrence and **Two Million Dollars (\$2,000,000)** in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than « **One Million Dollars** » (\$ « **1,000,000** » ) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than « **One Million Dollars** » (\$ « **1,000,000.00** » ).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than « **Three Million Dollars** » (\$ « **3,000,000** » ) per claim and in the aggregate.

**§ 2.6.6** The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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

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

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

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project. Architect shall perform design services in a timely and sufficiently complete manner at each stage so as to minimize unnecessary costs to owner and to avoid inaccurate or incomplete drawings requiring unnecessary change orders.

**§ 3.1.4** The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

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

**§ 3.1.6** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval. The Owner shall also not be responsible for an Architect's directive, substitution or change made without the Owner's written approval.

**§ 3.1.7** The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Architect shall consider and incorporate such requirements into the design so as to minimize unnecessary costs to owner, to avoid inaccurate or incomplete drawings requiring change orders, and to provide owner with an accurate design within the Owner's budget thereby reducing unanticipated project costs.

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

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services. Architect shall apply such laws, codes and regulations into the design so as to design the project in compliance with such requirements, thereby avoiding subsequent design changes or additional construction costs to Owner.

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

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

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

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

**§ 3.2.5.1** The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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

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

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

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

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. All Construction Documents or drawings prepared by Architect shall be sufficiently accurate, detailed, and complete to adequately and sufficiently disclose the scope of work and details involved in the project to allow the construction of the project to occur, with only minimal expected Change Orders, or necessary design changes, resulting in additional costs to Owner.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. Architect shall consider and incorporate all such governmental requirements or codes into the design so as to minimize unnecessary costs to owner, to avoid inaccurate, incomplete or noncompliant drawings requiring future Change Orders, and to provide owner with an accurate design within the Owner's budget thereby reducing unanticipated project costs.

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

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

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

### **§ 3.5 Bidding or Negotiation Phase Services**

#### **§ 3.5.1 General**

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

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents. All design drawings, whether Construction Documents or other bidding documents prepared by Architect which are used for bidding the work shall be sufficiently detailed and complete to obtain accurate bids from all bidders and shall provide sufficient detail to obtain accurate bids containing the project's scope of work in a manner that avoids unnecessary Change Orders, or design changes resulting in additional costs to Owner.

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

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document C132™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document C132–2009, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement to the extent that such modifications affect or relate to this Agreement

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

**§ 3.6.1.3** Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, but not less than once every week to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall visit and inspect the site sufficiently to evaluate applications for payment before issuing certifications for payment and in order to approve or reject requested payments. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. Pursuant to the Responsibility Matrix agreed to between the parties, Architect shall perform its weekly site visits and inspections and prepare written site visit reports for the Owner and CM.

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

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

otherwise with reasonable promptness. It is understood by the parties that the Contract Documents are to be interpreted by the Architect in a manner that is consistent with the intent of the overall project and plans, and reasonably interprets the Contract Documents to include elements that will provide the Owner with a complete project containing the normal and required elements for such a project.

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

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

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

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

**§ 3.6.3.2** The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. If the Contractor's work is deficient, incomplete, non-conforming, or has not proceeded to the extent indicated on the application for payment, Architect shall reject the application to the extent of such incomplete or non-conforming work (where such incomplete or non-conforming work is a minor portion of the request for payment). If the incomplete or non-conforming work is more than a minor portion of the application for payment, the Architect shall reject the application for payment in its entirety and shall in coordination with the CM advise the Contractor that the work at issue was rejected and requires completion or correction. Where, in the Architect's judgment, corrective work might require or cause additional costs or expenses to the Owner, Architect will reject any applications for payment in an amount sufficient to cover possible costs to the Owner, until the work is corrected and any costs to the Owner have been determined and back charged to the Contractor creating such costs through improper work.

**§ 3.6.3.3** The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Architect shall, however, sufficiently review applications for payment and obtain lien releases, and verifications of payments to subcontractors, material suppliers, and employees sufficient to protect the interests of Owner, and shall inspect the project sufficiently to have an informed basis to issue the Certificate of Payment as stated section 3.6.2.1 above.

**§ 3.6.3.4** The Architect shall maintain a record of the applications and certificates for payment.

### **§ 3.6.4 Submittals**

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

**§ 3.6.4.2** In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect shall review and coordinate all submittals for the purpose of avoiding conflict with other design requirements, plans, or submittals, and shall require re-submission of submittals which conflict with other design elements and plans, or submittals by different contractors or sub-contractors.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals. The Architect shall review and coordinate all such professionally prepared submittals for the purpose of avoiding conflict with other design requirements or submittals, and shall require re-submission of submittals which conflict with other design elements and plans, or submittals by different contractors or sub-contractors.

**§ 3.6.4.4** After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

### **§ 3.6.5 Changes in the Work**

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

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

**§ 3.6.5.3** The Architect shall maintain records relative to all changes in the Work and the basis for each change.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor’s Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect’s inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected. If work is incomplete, defective, or non-conforming, Architect and CM shall cause the Contractor to be advised that the work is rejected and requires correction in conformance with the contract documents.

**§ 3.6.6.3** When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

**ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services listed below, where “Additional” is specifically indicated, are not included in Basic Services but may be required for the Project. Where basic is indicated, the service is included in basic services. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2 upon specific pre-approval by Owner, or as otherwise agreed to between Owner and Architect. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

<b>Services</b>	<b>Responsibility</b> <i>(Architect, Owner or Not Provided)</i>	<b>Location of Service Description</b> <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
<b>§ 4.1.1</b> Programming (B202™–2009)	Not Provided	
<b>§ 4.1.2</b> Multiple preliminary designs		Basic and primarily completed
<b>§ 4.1.3</b> Measured drawings	Not Provided	
<b>§ 4.1.4</b> Existing facilities surveys		Basic and completed
<b>§ 4.1.5</b> Site evaluation and planning (B203™–2007)	Architect	Basic
<b>§ 4.1.6</b> Building Information Modeling (E202™–2008)	Not Provided	
<b>§ 4.1.7</b> Civil engineering	Architect	Basic
<b>§ 4.1.8</b> Landscape design	Not Provided	
<b>§ 4.1.9</b> Architectural interior design (B252™–2007)	Not Provided	
<b>§ 4.1.10</b> Value analysis (B204™–2007)	Not Provided	
<b>§ 4.1.11</b> Detailed cost estimating		General cost analysis, discussions and collaboration with CM are basic services by Architect.
<b>§ 4.1.12</b> On-site project representation (B207™–2008)	Not Provided	
<b>§ 4.1.13</b> Conformed construction documents	Not Provided	
<b>§ 4.1.14</b> As-designed record drawings		Basic
<b>§ 4.1.15</b> As-constructed record drawings	Not Provided	

§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility support services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security evaluation and planning (B206™–2007)	Architect	Basic: General security evaluation and design is part of the project and constitutes a basic service.
§ 4.1.22 Commissioning (B211™–2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® certification (B214™–2012)	Not Provided	
§ 4.1.25 Historic preservation (B205™–2007)	Architect	Basic: General considerations and compliance with a historic building is part of the project and constitutes a basic service.
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)	Architect	Basic: General basis of design aspects relating to layout, furniture, furnishings, and equipment is part of the project and constitutes a basic service. FFE bid packages are not provided.
§ 4.1.27 Site Survey	GdB Geospatial	Additional (Hourly Rate) if approved by Owner.
§ 4.1.28 Regulated Building Material Testing and Inspections	LaBella	Additional (Lump Sum) if approved by Owner.
§ 4.1.29 Air Monitoring – Construction Phase	Architect	Additional (Hourly Rate) if approved by Owner.
§ 4.1.30 Storm Water Pollution Prevention Plan Development	Architect	Additional (Lump Sum) if approved by Owner.
§ 4.1.31 Storm Water Pollution Prevention Plan Inspection – Construction Phase	Architect	Additional (Hourly Rate) if approved by Owner.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

« Site Survey

- .1 Field and Office work associated with the Topographic Survey by GdB Geospatial

**Regulated Building Material Testing and Inspections**

- .1 Field and Office work associated with testing and sampling hazardous materials;
- .2 Limited Pre-Renovation Regulated Building Material Inspection Report

**Air Monitoring – Construction Phase**

- .1 Submittal review
- .2 Provide an Air / Project Monitor to conduct full time daily inspections and area air sampling during the abatement portion of the project. The Air / Project Monitor and the firm shall possess valid certifications and license issued by New York State Department of Labor (NYSDOL).
- .3 Collect air samples as required by NYSDOL including backgrounds, work in progress, and final clearance samples.
- .4 Conduct pre-abatement inspection of the work areas to ensure that the required work area preparation procedures have been followed. Conduct daily inspections during actual abatement operations and evaluate the Asbestos Abatement Contractor’s compliance with all applicable regulations, standards and the Contract Documents. Conduct final visual inspections per ICR 56 prior to clearance air sampling. Document and complete daily inspection reports.
- .5 Inspect Contractor’s certifications, licenses and required on-site paper work daily. Document and complete daily inspection reports.

- .6 Monitor cleaning, handling, and waste load out procedures and document all types and quantity of waste.
- .7 Collect required air samples and have samples analyzed at LaBella's New York State Department of Health (NYSDOH) approved analytical laboratory accredited under the Environmental Laboratory Approval Program (ELAP). All air samples shall be analyzed using Phase Contrast Microscopy (PCM) under National Institute of Occupational Safety and Health (NIOSH) Method 7400. The turnaround time for air sample analysis shall be equal to or less than 48 hours.
- .8 Provide an Abatement Completion letters with copies of project records upon the conclusion of abatement and demolition.
- .9 Provide Project Management that shall coordinate, supervise the Air/Project Monitor, review air-sampling results, oversee the preparation of required documentation related to the Project.
- .10 **The Architect and CM shall coordinate, advise Owner, and require that any labs or entities involved shall obtain and/or provide all required certifications or approvals as part of their basic services.**

#### **Storm Water Pollution Prevention Plan Development**

- .1 A SPDES general permit required by NYSDEC whenever an area over an acre is disturbed. The permit authorizes storm water discharge by regulating erosion and sediment control, soil stabilization and post-construction storm water management practice requirements.

#### **Storm Water Pollution Prevention Plan Inspection – Construction Phase**

.1 Inspections are required weekly during construction by the SPDES general permit until the site is stabilized. The weekly inspection report will describe the condition of the runoff at all points of discharge and identify erosion and sediment control practices that need repair or maintenance. If required.»

**§ 4.3** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation as stated above and pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule where not previously anticipated.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work materially exceeds the Owner's budget, requiring significant redesign to the project, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Intentionally Blank
- .7 Intentionally Blank
- .8 Intentionally Blank
- .9. Intentionally Blank
- .10. Intentionally Blank
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or

.12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 The Architect shall provide the following Services, as basic services to the Owner

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 Providing Construction Phase Services after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information whichever is later.

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

- .1 « Three » ( « 3 » ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 «
- .3 « Two » ( « 2 » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « Two » ( « 2 » ) inspections for any portion of the Work to determine final completion
- .5 **Architect shall also visit the site as frequently as required to view and inspect work that is defective or non-conforming and requires the Architect's attention to determine and oversee corrective action and completion. If said visits exceed three (3) visits, the hourly cost for said inspections shall be passed to the Contractor which performed the non-conforming work.**

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 Intentionally Blank

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner.

§ 5.6 If necessary for the project, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.

§ 5.7 If necessary for the project, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 5.9 If necessary for the project, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect will advise Owner as to all such necessary testing and will coordinate same to allow the project to proceed pursuant to its schedule.

§ 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 notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service but the Owner shall have no obligation to review or detect a fault or defect in the Architect's Instruments of Service. Owner's use, acceptance or payment for any or all instruments of service shall not alter or modify Architect's obligations, standard of care, or Owner's rights with regard to the Instruments of Service.

§ 5.12 The Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Upon executing the Contract for Construction, the Owner shall provide a copy of the contract to the Architect and the Architect shall begin to coordinate its duties with the Contractor's and responsibilities set forth in the Contract for Construction. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

## 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 contractor's general conditions costs, overhead and profit and approved changes to the project. The Cost of the Work does not include the compensation of the Construction Manager and Construction Manager's consultants. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be

entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services, however, the Architect shall report to the Owner and CM any inaccuracies, errors, or inconsistencies which it detects in the estimates by the CM or which could affect the cost of the project. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates if such estimate requires a material change.

**§ 6.3.1** While the CM shall be primarily responsible for cost estimating, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates so Construction Manager's estimates are accurate and allow the project to go forward as planned.

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

**§ 6.5** If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall, at its sole discretion and option:

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

**§ 6.6** If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, and as part of its Basic Services, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

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

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Architect shall provide Owner with all Instruments of Service, drawings and design work in the format of the Owner's choice, including CAD drawings and other formats as required by the Owner.

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

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service for any purpose, including, but not limited to, constructing, using, maintaining, altering, repairing, inspecting, and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement for the Owner. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Owner.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period of time specified by New York State law.

**§ 8.1.2** If property damage occurs to the project, to the extent said damages are entirely covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for said damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** To the fullest extent permitted by law, the Architect shall indemnify and hold the Owner and the Owner's officers 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, in whole or in part, by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

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

### **§ 8.2 Mediation**

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

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, shall be administered by an agreed upon neutral mediator. In the event that no neutral can be agreed upon, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request for mediation may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, only in the event that such proceeding must be commenced within the statute of limitations for the claim. In such event, mediation shall proceed in advance of any proceedings in the binding dispute resolution proceedings.

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

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

- Arbitration pursuant to Section 8.3 of this Agreement is not applicable
- Litigation in a court of competent jurisdiction located in Monroe County, State of New York
- Other: *(Specify)*

## ARTICLE 9 TERMINATION OR SUSPENSION

### § 9.1

If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. Before either termination or suspension, the Architect shall give thirty (30) day's written notice to the Owner to cure such non-payment before suspending or terminating services. If a genuine dispute exists between the parties regarding whether payment is due or whether an offset is allowed to the payment, the Architect shall not be able to suspend or terminate until such issue is fully resolved and payment is still not made after a final determination that payment is in fact due. In the event of a suspension of services due to continued nonpayment without a dispute as to whether payment is owed, after notice to cure has been given, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. In said event, however, the Architect shall be entitled only to receive a maximum of 15 hours at an agreed upon hourly rate, to review and re-familiarize itself with the project.

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

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

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

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, if the Architect detects any material that requires special handling or increases the cost of the project, Architect shall immediately advise Owner of the presence of said material and its resulting design shall take such material and its handling requirements into account.

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

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

§ 10.9 Architect agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Owner and its agents and employees, against any and all liabilities, damages, expenses and costs, including reasonable attorneys' fees, of whatever kind or nature which Owner, its agents and employees, may directly or indirectly incur, suffer or be required to pay, but only to the extent arising out of or caused by the negligent acts and/or omissions of Architect, and/or its agents, employees or subconsultants.

## ARTICLE 11 COMPENSATION

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

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

« The fee has been calculated as a lump sum equal to 7.5% of the total current "Construction Cost". The Owner's total budget for "Construction Costs" (which does not include Architect, or CM fees, or financing) is: Eight Million Four Hundred Twenty Eight Thousand Three Hundred Twenty Eight Dollars and 00/100 (\$8,428,328.00)

LaBella's maximum Design Budget (7.5% of 8,428,328) shall be:	\$632,000.00
Pre-Referendum Services	\$40,000.00
	\$672,000.00

In addition, a Total Additional Services and Reimbursable fee  
(If all of the work in section 11.2 is performed by Architect and the maximum Reimbursable expenses are reached in section 11.8.) shall not to exceed: \$122,000.00  
*(See Article 4, Section 11.2 and 11.8)*

**TOTAL: \$794,000.00**

**These sums shall constitute the total maximum price to be paid by Owner for Architect's basic and other services as stated herein, unless otherwise agreed to by the parties in writing.**

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

General Reimbursable ( As described in 11.8)	\$60,000.00
Regulated Building Material Testing and Inspections (Lump Sum) :	\$30,000.00
Storm Water Pollution Prevention Plan Development (Lump Sum) :	\$6,000.00
Storm Water Pollution Prevention Plan Inspection – Construction Ph. (Hourly Rate Estimate)	\$26,000.00
	\$122,000.00

\*All hourly rate fees are calculated based on estimated time to complete service. Fee may vary based on actual time expended.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

« Mutually agreed in writing in advance of performing additional services.  
See Article 11.7 for hourly rates. »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Zero » percent ( «0.0 » %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the construction cost, the allocated proportionate compensation for each phase of services shall be as follows:

Schematic Design Phase	«Ten »	percent (	«10 »	%)
Design Development Phase	«Twenty-Five »	percent (	«25 »	%)
Construction Documents Phase	«Forty »	percent (	«40 »	%)
Bidding or Negotiation Phase	«Five »	percent (	«5 »	%)
Construction Administration	«Twenty »	percent (	«20 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

§ 11.6 When compensation is based on a percentage of the construction cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the construction cost prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. Architect confirms that these rates will be used and applied during the project.

**«2017 Hourly Rate Schedule**

<u>Architectural / Engineering Services</u>	<u>Rate</u>	<u>Survey</u>	<u>Rate</u>
Principal-in-charge	\$ 150	Licensed Surveyor	\$ 100
Project Manager	\$ 130	Instrument Assistant	\$ 65
Sr. Engineer/Architect	\$ 110		
Project Engineer/Architect	\$ 100	<u>Program Management Services</u>	<u>Rate</u>

Engineer/Architect	\$ 90	Program Manager	\$ 135
Interior Designer	\$ 85	Program Responsible	\$ 100
Environmental Analyst/Tech III	\$ 85	Project Manager	\$ 85
Sr. Designer/Technician	\$ 85	Project Controller	\$ 60
Designer/Junior Engineer	\$ 75	Scheduler	\$ 90
Drafter/Tech II	\$ 65	Procurement Coordinator/Expeditor	\$ 90
Drafter/Tech I	\$ 55	Compliance Specialist	\$ 90
Administrative Support	\$ 45		
<u>Construction Administration / Inspection</u>		<u>Planning Services</u>	
Resident Engineer	\$ 90	Sr. Planner / Environmental Specialist	\$ 100
Construction Manager	\$ 90	Planner	\$ 95
Inspector III	\$ 80		
Inspector I / II	\$ 70		



**§ 11.8 Compensation for Reimbursable Expenses**

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

Actual Mileage, Postage, Printing and Miscellaneous Const. Cost with expense itemization required for reimbursement for the below expenses: Not to exceed \$50,000.00,

- .1 Transportation other than to and from the Project site and authorized out-of-town travel and subsistence;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, standard form documents;
- .4 Postage, handling and delivery;
- .5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner if the cost is approved by the owner prior to being incurred;
- .6 All taxes levied on reimbursable expenses;
- .7 and;
- .8 Other similar Project-related expenditures if approved by the Owner prior to being incurred.

**§ 11.8.1** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants which are not to exceed the maximum of Fifty Thousand Dollars (\$50,000.00).

**§ 11.9 Compensation for Use of Architect's Instruments of Service**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

«No additional fee shall be imposed or required. Payment to Architect to the point of termination shall entitle Owner to use and possess any developed instruments of service developed to the point of termination»

**§ 11.10 Payments to the Architect**

**§ 11.10.1** An initial payment of «Zero » (\$ «0.0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Unless otherwise agreed, payments for services shall be made monthly by Owner. The Architect shall invoice the Owner at the end of each month for Services provided during that month. Payment is due thirty (30) days later (by the end of the following calendar

month) after the submission of the invoice. If any invoice remains unpaid after its due date, interest shall be applied to the balance owed at the below stated annual rate.

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

«Three » % «3 » annually.

§ 11.10.3 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the dispute involves whether the Architect’s actions or omissions contributed or caused the additional costs incurred by the Owner. In said event, the Owner shall be entitled to withhold payment up to the amount at issue until there has been an agreement or a final determination pursuant to the binding dispute resolution proceeding selected under the agreement.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to Owner with any request for reimbursement and shall consist of all backup and detail documentation supporting the expenses.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

«N/A »

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

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

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 Exhibit B – Responsibility Matrix
- .3 Master Schedule

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

**OWNER**

**BROCKPORT CENTRAL SCHOOL DISTRICT**

**ARCHITECT**

**LABELLA ASSOCIATES D.P.C**

*(Signature)*

«Mr. Darrin Winkley»  
Assistant Superintendent for Business »

*(Printed name and title)*

*(Signature)*

«Kevin J. Rademacher, AIA»  
Vice President»

*(Printed name and title)*

## 6.0 PHYSICAL PLANT



# 7.0 HUMAN RESOURCES



Regular Meeting  
**December 6, 2022**

Board of Education  
Brockport Central School District

Sean C. Bruno  
Superintendent

Jerilee Gulino  
Assistant Superintendent for Human Resources

**SUBJECT:** Memorandum of Agreement between the Brockport Central School District and the Brockport Teachers Association

WHEREAS, the Board of Education approve the Memorandum of Agreement between the Brockport Central School District and the Brockport Teachers Association.

**RECOMMENDED**

**Motion by** \_\_\_\_\_ **Second by** \_\_\_\_\_

**RESOLVED**, that the Board of Education approve the Memorandum of Agreement between the Brockport Central School District and the Brockport Teachers Association.

# 8.0 SUPERINTENDENT REPORT



## 9.0 BOARD OPERATIONS





**BROCKPORT CENTRAL SCHOOL**  
**Brockport, NY 14420-2296**

---

Board of Education  
**2022-2023 Meeting Schedule**

<b>Day</b>	<b>Date</b>	<b>Time/Location/Notes</b>
Tuesday	July 12, 2022*	Reorganization Meeting 5 p.m. - District Office Board Room
Tuesday	July 19, 2022*	5 p.m. - District Office Board Room
Tuesday	August 2, 2022*	5 p.m. - District Office Board Room
Tuesday	August 16, 2022*	5 p.m. - District Office Board Room
Tuesday	September 6, 2022	6 p.m. - District Office Board Room
Tuesday	September 20, 2022	6 p.m. - District Office Board Room
Tuesday	October 4, 2022	6 p.m. - District Office Board Room
Tuesday	October 18, 2022	6 p.m. - District Office Board Room
Tuesday	November 1, 2022	6 p.m. - District Office Board Room
Tuesday	November 15, 2022	6 p.m. - District Office Board Room
Tuesday	December 6, 2022	6 p.m. - District Office Board Room
Tuesday	December 20, 2022	6 p.m. - District Office Board Room
Tuesday	January 3, 2023	6 p.m. - District Office Board Room
Tuesday	January 17, 2023	6 p.m. - District Office Board Room
Tuesday	February 7, 2023	6 p.m. - District Office Board Room
Monday	March 7, 2023	6 p.m. - District Office Board Room
Tuesday	March 28, 2023*	6 p.m. - District Office Board Room
Tuesday	April 18, 2023	6 p.m. - District Office Board Room
Tuesday	May 2, 2023	5:30 p.m. Budget Public Hearing 6 p.m. Board Meeting Hill School Cafetorium
Tuesday	May 16, 2023*	7 p.m. - District Office Board Room (Budget Vote)
Tuesday	June 6, 2023	6 p.m. - Hill School Cafetorium
Tuesday	June 20, 2023	6 p.m. - Hill School Cafetorium

*Regular meetings are typically held on the first and third Tuesday at 6 p.m.. Exceptions are marked with an asterisk (\*).*

**Note:** Meetings are subject to change. Updated information will be posted on the District's website at [www.bcs1.org](http://www.bcs1.org).

*Board of Education Approved: May 3, 2022*

**BROCKPORT CENTRAL SCHOOL  
BUDGET DEVELOPMENT CALENDAR  
2023-2024 BUDGET**

Date	Activity
September 6, 2022	Regular Board Meeting
<b>September 14, 2022</b>	<b>BUDGET COMMITTEE MEETING</b>
September 20, 2022	Regular Board Meeting
October – November	Meet with principals, review budget calendar, review forms, publish guidelines, parameters, and procedures – District-wide budget forms and guidelines are distributed.
October 4, 2022	Regular Board Meeting
<b>October 12, 2022</b>	<b>BUDGET COMMITTEE MEETING</b>
October 18, 2022	Regular Board Meeting
November 1, 2022	Regular Board Meeting
<b>November 9, 2022</b>	<b>BUDGET COMMITTEE MEETING</b>
November 15, 2022	Regular Board Meeting
December 6, 2022	Regular Board Meeting
<b>December 14, 2022</b>	<b>BUDGET COMMITTEE MEETING</b>
December 20, 2022	Regular Board Meeting
January 3, 2023	Regular Board Meeting
<b>January 11, 2023</b>	<b>BUDGET COMMITTEE MEETING</b>
January 17, 2023	Regular Board Meeting
<b>January 25, 2023</b>	<b>BUDGET COMMITTEE MEETING</b>
February 7, 2023	Regular Board Meeting – (Draft budget)
<b>February 15, 2023</b>	<b>BUDGET COMMITTEE MEETING</b>
<b>March 1, 2023</b>	<b>BUDGET COMMITTEE MEETING</b>
March 7, 2023	Regular Board Meeting – (presentation of proposed 2023-2024 budget)
<b>March 22, 2023</b>	<b>BUDGET COMMITTEE MEETING (IF NEEDED)</b>
March 28, 2023	Regular Board Meeting – (adopt 2023-2024 budget & publish first budget legal notice)
<b>April 12, 2023</b>	<b>BUDGET COMMITTEE MEETING</b>
April 17, 2023	Last day to file nominating petition for Board candidates
April 18, 2023	Regular Board Meeting
May 2, 2023	Regular Board Meeting – <b>Budget Hearing at 5:30 p.m.</b>
<b>May 10, 2023</b>	<b>BUDGET COMMITTEE MEETING</b>
May 16, 2023	Budget Vote and Election – 6:00 a.m. – 9:00 p.m.
June 6, 2023	Regular Board Meeting
<b>June 14, 2023</b>	<b>BUDGET COMMITTEE MEETING</b>
June 20, 2023	Regular Board Meeting

**Budget Committee Meetings held in the District Board Room  
8:45 – 11:00am**



## MCSBA 2022 - 2023 CALENDAR

JULY 2022			
	4	MON	Holiday (Office Closed) Independence Day
	14	THUR	NYSSBA Summer Law Conference, Hilton Garden Inn
*	26	TUES-8:00 am	Half Day District Clerk's Conference
AUGUST 2022			
*	10	WED-Noon	Steering Committee
SEPTEMBER 2022			
	5	MON	Holiday (Office Closed) Labor Day
*	7	WED-Noon	Legislative Committee Meeting
	7	WED-5:45pm	Board Leadership Meeting (Eastside Location)
*	14	WED	Information Exchange Committee
	18-20	SUN-TUES	NYSCOSS, Saratoga Springs, NY
*	21	WED-Noon	Labor Relations Committee Meeting
*	22	THUR-8:00am	MCSBA Fall Law Conference
	23	FRI	NYSSBA Board Officer's Academy, Rochester
OCTOBER 2022			
*	5	WED-Noon	Legislative Committee Meeting
	5	WED-5:45pm	Executive Committee Meeting
	6	THURS	NYSSBA District Clerk Workshop
	10	MON	Holiday (Office Closed) Indigenous Peoples' Day
*	12	WED-Noon	Information Exchange Committee Meeting
*	15	SAT-7:30am	MCSBA Finance Conference
	17-21	MON-FRI	Board Member Recognition Week
*	19	WED-Noon	Labor Relations Committee Meeting
	27-29	THURS-SAT	NYSSBA Convention - Syracuse
NOVEMBER 2022			
*	2	WED-Noon	Legislative Committee Meeting
*	2	WED-4:00PM	Association Social Hour for All MCSBA Members
*	2	WED-5:45 pm	Board Leadership Meeting (Westside Location)
	6	SUN	Daylight Savings Time
*	9	WED-Noon	Information Exchange Committee Meeting
	9	WED -4:00pm	Steering Committee Meeting - ZOOM
	11	FRI	Holiday (Office Closed) Veterans Day
*	16	WED-Noon	Labor Relations Committee Meeting
*	17	THUR-8:30am	District Clerks Conference
	24-25	THUR-FRI	Holiday (Office Closed) Thanksgiving
*	30	WED-Noon	Legislative Committee Meeting
	30	WED-5:45pm	Executive Committee Meeting
DECEMBER 2022			
	5	MON	MCSBA One Day Advocacy Trip to Albany
	22-23	THURS-FRI	Holiday (Office Closed) Christmas
	30	FRI	Holiday (Office Closed) New Year's

<b>JANUARY 2023</b>			
	2	MON	Holiday (Office Closed) New Year's
*	4	WED-Noon	Legislative Committee Meeting
*	11	WED-Noon	Information Exchange Committee Meeting
	16	MON	Holiday (Office Closed) Martin Luther King
*	18	WED-Noon	Labor Relations Committee Meeting
*	25	WED-Noon	Steering Committee Meeting

<b>FEBRUARY 2023</b>			
*	1	WED - Noon	Legislative Committee Meeting
*	4	SAT-9:00 am	MCSBA Legislative Breakfast
*	8	WED-Noon	Information Exchange Committee Meeting
*	15	WED-Noon	Labor Relations Committee Meeting
	15	Wed-5:45pm	Executive Committee Meeting
	20	MON	Holiday (Office Closed) President's Day
	20-24	MON-FRI	Winter Recess

<b>MARCH 2023</b>			
*	1	WED-Noon	Legislative Committee Meeting
	1	WED-5:45pm	Board Leadership Meeting (Eastside Location)
	6-7	MON-TUES	MCSBA Albany 2-day Advocacy Trip
	12	SUN	Daylight Savings Time
*	15	WED-Noon	Information Exchange Committee
*	22	WED-Noon	Labor Relations Committee Meeting
*	25	SAT	Prospective Candidate Seminar
*	29	WED-Noon	Steering Committee Meeting

<b>APRIL 2023</b>			
	2-4	SAT-MON	NSBA Annual Conference, Orlando, FL
	7	FRI	Holiday (Office Closed) Good Friday
	3-7	MON-FRI	Spring Break
*	12	WED-Noon	Legislative Committee Meeting
	12	WED	Monroe 2-Orleans BOCES Annual Meeting
	13	THURS	Monroe One BOCES Annual Meeting
*	19	WED-Noon	Information Exchange Committee Meeting
*	26	WED-Noon	Labor Relations Committee Meeting
	26	WED- 5:45pm	Executive Committee Meeting
*	27	THUR-8:00am	MCSBA Spring Law Conference

<b>MAY 2023</b>			
*	3	WED-Noon	Legislative Committee Meeting
*	2	WED-4:00PM	Association Social Hour for All MCSBA Members
*	3	WED -5:45pm	Board Leadership Meeting (Westside Location)
	16	TUES	BUDGET VOTE
	24	WED	MCSBA Annual Meeting
	29	MON	Holiday (Office Closed) Memorial Day

<b>JUNE 2023</b>			
*	10	SAT-7:30am	New Board Member Training

\* Meeting held at the DoubleTree Inn, 1111 Jefferson Rd., Rochester 14623, (475-1510)



# 10 OLD BUSINESS



# 11 OTHER ITEMS OF BUSINESS



# 12 EXECUTIVE SESSION



# 13 ADJOURNMENT

