

Regular meeting of the  
**Oneida City School District**  
**Board of Education**

January 12, 2021  
6:00 PM at Seneca Street Elementary



**District Mission:** To educate, inspire and empower.  
**District Vision:** Students reaching their fullest potential.

**Agenda**

- I. Meeting Called to Order**
- II. Pledge of Allegiance**
- III. Public Forum (20 Minutes)**
- IV. Presentation**
  - a. Highlights of Seneca Street Elementary
- V. Consent Agenda**
  - a. Meeting Minutes
    - i. December 8, 2020 Regular Meeting
    - ii. December 10, 2020 7:30 AM Special Meeting
    - iii. December 10, 2020 6 PM Special Meeting
    - iv. December 17, 2020 Special Meeting
  - b. Special Education
    - i. Committee on Special Education
    - ii. 504 Committee
    - iii. Committee on Preschool Special Education
- VI. Finance**
  - a. Financial Reports
  - b. Appropriation Transfers
- VII. Resolutions**
  - a. Personnel
  - b. Excessing Library Materials
  - c. Revised Corrective Action Plan: STAC
  - d. Correction of Teaching Assistant Appointments
  - e. Updated 2020-21 OCSD Safety Plan
  - f. OCSD 2021 Capital Improvement Project: A/E Contract
  - g. Agreement for Consultation Services
  - h. Textbook for Review: Harry Potter and the Sorcerer's Stone

**VIII. Communications**

- a. Committee Chair Reports
- b. BOE President Report
- c. Discussions
  - 1. Exchange students
  - 2. Construction Manager
- d. Superintendent Report
- e. Assistant Superintendent for Finance Report

**IX. Adjournment**

## Upcoming Events:

### Wednesday, January 20

- ✦ BOE Budget Work Session

5:00 PM at Costello Transportation Center

### Wednesday, January 27

- ✦ BOE Policy Committee Meeting

5:00 PM at Administrative Offices

### Wednesday, February 3

- ✦ BOE Budget Work Session

5:00 PM at Costello Transportation Center

### Tuesday, February 9

- ✦ BOE CIT Committee Meeting
- ✦ Board of Education Meeting

4:30 at North Broad Elementary School

6:00 PM at North Broad Elementary School

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: SENECA STREET SCHOOL**  
**DATE: JANUARY 12, 2021**

Presentation on the highlights of the Seneca Street Elementary School.

**PRESENTATION ONLY**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: CONSENT ITEMS**  
**DATE: JANUARY 12, 2021**

The following consent items are being submitted for your approval:

- Meeting Minutes
  - i. December 8, 2020 Regular Meeting
  - ii. December 10, 2020 7:30 AM Special Meeting
  - iii. December 10, 2020 6 PM Special Meeting
  - iv. December 17, 2020 Special Meeting
  
- Special Education
  - i. Committee on Special Education
  - ii. 504 Committee
  - iii. Committee on Preschool Special Education

**RECOMMENDED ACTION**

**Motion to approve consent items as submitted for January 12, 2021.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_

REGULAR MEETING OF THE  
ONEIDA CITY SCHOOL DISTRICT'S  
BOARD OF EDUCATION

December 8, 2020  
6:00 PM at the Durhamville Elementary School

**MEMBERS PRESENT:**  
Mr. Robert Group  
Ms. Heather Denby  
Mr. Martin Kelly  
Mr. James Maio  
Mr. Brad Myatt  
Ms. Jennifer Parker

**MEMBERS ABSENT:**

**ADMINISTRATORS PRESENT:**  
Ms. Mary-Margaret Zehr, Superintendent  
Mr. James Rowley, Assistant Superintendent for  
Finance and Clerk of the Board

**SPECTATORS PRESENT:**  
Mark Beaudette, Questar; Brian Gallagher;  
Jessica Poyer;

The regular meeting of the Oneida City School District's Board of Education for December 8, 2020 was called to order by President Mr. Robert Group at 6:00 PM. The Pledge of Allegiance was said. President Group then referred to the prepared agenda. Mr. Gallagher introduced Krystina Race who presented STEM in Kindergarten via Google Meet.

**CONSENT ITEMS**

**Consent Items**  
ACTION NO. 140

**MOVED BY Maio, SECONDED BY Myatt,** to approve the consent items for the December 8, 2020 Board of Education Meeting as submitted.

**VOTE ON THE MOTION**            **AYES 6 NAYS 0**  
**MOTION CARRIED**

**FINANCE**

**Finance**  
ACTION NO. 141

**MOVED BY Kelly, SECONDED BY Parker,** to approve the financial reports for the December 8, 2020 Board of Education Meeting as submitted.

**VOTE ON THE MOTION**            **AYES 6 NAYS 0**  
**MOTION CARRIED**

**PERSONNEL INCLUDING AGENDA ADDITION**

**Personnel w/agenda  
addition**  
ACTION NO. 142

**MOVED BY Denby, SECONDED BY Parker,** to approve the personnel items for the December 8, 2020 Board of Education meeting including Mrs. Zehr's letter of resignation; Diana D'Amico and Jeffrey Skibitski letters of retirement; E. Morgan, J. Siple and S. Terrier leave requests; K. Hicks volunteer swim coach; A. Calhoun student teacher placement; also including *agenda addition* of approval of additional sub teacher as submitted.

Mary-Margaret Zehr resignation;  
Diana D'Amico & Jeffrey  
Skibitski retirement; E. Morgan,  
J. Siple and S. Terrier leave  
requests; K. Hicks volunteer swim  
coach, A. Calhoun student teacher;  
Also agenda addition of add'l sub  
teacher approval;

**VOTE ON THE MOTION**            **AYES 6 NAYS 0**  
**MOTION CARRIED**

**INTERNAL AUDIT/RISK ASSESSMENT AND CORRECTIVE ACTION PLAN**

**MOVED BY *Maio*, SECONDED BY *Myatt***, to approve the Internal Audit Report and Corrective Action Plan as submitted.

**VOTE ON THE MOTION                      AYES 6 NAYS 0**  
**MOTION CARRIED**    \_\_\_\_\_

**POLICIES FOR APPROVAL**

**MOVED BY *Kelly*, SECONDED BY *Maio***, to approve policy numbers: 8002 School Calendar and School Day; 8011 Computing Final Grade Averages For Rank in Class; 8100 Grade Placement, Retention and Promotion and Recording and Recording Student Achievement; 8101 Graduation Credentials; 8103 Alternative Educational Programs; 8200 Home Instruction; 8201 Homebound Instruction; 8202 Courses Including Dissection of Animals; 8203 Limited English Proficiency Instruction English Language Learners; Recommended for deletion: 8001 Instructional Goals and Objectives; 8044 District Responsibilities Under Title I Programming; 8201.1 Homebound Instruction; 8203.1 Limited English Proficiency Instruction English Language Learners as submitted.

**VOTE ON THE MOTION                      AYES 6 NAYS 0**  
**MOTION CARRIED**    \_\_\_\_\_

**SUBSTITUTE RATES**

**MOVED BY *Denby*, SECONDED BY *Maio***, to approve the increase in sub rates effective January 1, 2021 as submitted.

**VOTE ON THE MOTION                      AYES 6 NAYS 0**  
**MOTION CARRIED**    \_\_\_\_\_

**RETURN TAX LIST**

**MOVED BY *Kelly*, SECONDED BY *Parker***, to approve the 2020-21 returned tax list as submitted.

**VOTE ON THE MOTION                      AYES 6 NAYS 0**  
**MOTION CARRIED**    \_\_\_\_\_

**DONATION TO ONEIDA CITY SCHOOL DISTRICT**

**MOVED BY *Denby*, SECONDED BY *Kelly***, to approve the donation of school supplies to the Oneida City School District from the Oneida Walmart as submitted.

**VOTE ON THE MOTION                      AYES 6 NAYS 0**  
**MOTION CARRIED**    \_\_\_\_\_

**Internal Audit/Risk Assessment and Corrective Action Plan**  
ACTION NO. 143

**Policies for Approval**  
ACTION NO. 144

**Substitute Rates**  
ACTION NO. 145

**Return Tax List**  
ACTION NO. 146

**Donation to Oneida City School District**  
ACTION NO. 147

School supplies from Oneida Walmart

APPR PLAN DISTRICT CERTIFICATION

MOVED BY *Myatt*, SECONDED BY *Maio*, to approve the APPR Plan District Certification as submitted.

VOTE ON THE MOTION           AYES 6 NAYS 0  
MOTION CARRIED

APPR Plan District  
Certification  
ACTION NO. 148

RESCIND OCSD 11 MONTH KEYBOARD SPECIALIST POSITION

MOVED BY *Denby*, SECONDED BY *Kelly*, to approve the rescinding of the 11 month Keyboard Specialist position at Otto Shortell Middle School as submitted.

VOTE ON THE MOTION           AYES 6 NAYS 0  
MOTION CARRIED

Rescind OCSD 11  
Month Keyboard  
Specialist position  
ACTION NO. 149

CREATION OF OCSD CIVIL SERVICE POSITION

MOVED BY *Maio*, SECONDED BY *Myatt*, to approve the creation of a 12 Month Keyboard Specialist position at Otto Shortell Middle School as submitted.

VOTE ON THE MOTION           AYES 6 NAYS 0  
MOTION CARRIED

Creation of OCSD Civil  
Service Position  
ACTION NO. 150

12 Month Keyboard Specialist

APPLICATIONS FOR CORRECTED TAX ROLL

MOVED BY *Denby*, SECONDED BY *Parker*, to approve the two applications for corrected tax roll as submitted.

VOTE ON THE MOTION           AYES 6 NAYS 0  
MOTION CARRIED

Applications for  
Corrected Tax Roll  
ACTION NO. 151

RESOLUTION APPOINTING INSPECTOR – AGENDA ADDITION

MOVED BY *Parker*, SECONDED BY *Myatt*, to approve the appointment of an inspector for the Capital Project vote as submitted.

VOTE ON THE MOTION           AYES 6 NAYS 0  
MOTION CARRIED

Resolution Appointing  
Inspector – agenda  
addition  
ACTION NO. 152

JUUL LITIGATION – AGENDA ADDITION

MOVED BY *Myatt*, SECONDED BY *Denby*, to approve the district joining the multidistrict class action lawsuit against JUUL Laboratories, Inc. as submitted.

VOTE ON THE MOTION           AYES 6 NAYS 0  
MOTION CARRIED

JUUL Litigation –  
agenda addition  
ACTION NO. 153



**COMMITTEE CHAIR REPORTS**

The Committee Chair Audit, Curriculum, Instruction & Technology, Finance & Facility, and Governance Reports were presented.

FOR INFORMATION ONLY

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**Committee Chair Reports**

NO ACTION

**BOE PRESIDENT REPORT**

Mr. Robert Group presented his BOE President Report.

FOR INFORMATION ONLY

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**BOE President Report**

NO ACTION

**DISTRICT BOUNDARY**

Discussion regarding district boundary lines.

FOR DISCUSSION ONLY

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**District Boundary**

NO ACTION

**YELLOW/ORANGE ZONES**

Discussion regarding yellow and orange zones.

FOR DISCUSSION ONLY

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**Yellow/Orange Zones**

NO ACTION

**BOE MEMBER RESIGNATION**

Discussion regarding BOE Member resignation.

FOR DISCUSSION ONLY

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**BOE Member Resignation**

NO ACTION

**SUPERINTENDENT REPORT**

Ms. Mary-Margaret Zehr presented her Superintendent's Report.

FOR INFORMATION ONLY

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**Superintendent Report**

NO ACTION

**ASSISTANT SUPERINTENDENT FOR FINANCE REPORT**

Mr. Jim Rowley presented his Assistant Superintendent for Finance Report.

FOR INFORMATION ONLY

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**Asst Supt Report**

NO ACTION

**EXECUTIVE SESSION**

**Executive Session**  
ACTION NO. 154

MOVED BY *Myatt*, SECONDED BY *Parker*, that the board of education meeting of December 8, 2020 move to executive session at 7:58 PM for purposes of the Employment History of a Particular Person, or Matters Leading to the Appointment, Employment, Promotion, Demotion, Discipline, Suspension, Dismissal or Removal of a Particular Person;

VOTE ON THE MOTION               AYES 6 NAYS 0  
MOTION CARRIED                       \_\_\_\_\_

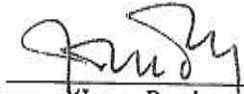
*The Board of Education returned to regular session at 8:13 PM*

**ADJOURNMENT**

**Adjournment**  
ACTION NO. 155

MOVED BY *Denby*, SECONDED BY *Maio*, that the Board of Education meeting of December 8, 2020 be adjourned at 8:13 PM.

VOTE ON THE MOTION               AYES 6 NAYS 0  
MOTION CARRIED                       \_\_\_\_\_

  
\_\_\_\_\_  
James Rowley  
Clerk of the Board

**SPECIAL MEETING OF THE  
ONEIDA CITY SCHOOL DISTRICT'S  
BOARD OF EDUCATION**

December 10, 2020  
7:30 AM via Zoom Meeting

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**MEMBERS PRESENT:**

Mr. Robert Group, President  
Mr. James Maio, Vice President  
Ms. Heather Denby  
Mr. Martin Kelly  
Mr. Brad Myatt  
Ms. Jennifer Parker

**MEMBERS ABSENT:**

**ADMINISTRATORS PRESENT:**

Ms. Mary-Margaret Zehr, Superintendent  
Mr. James Rowley, Assistant Superintendent for  
Finance and Clerk of the Board

**SPECTATORS:**

Genevieve Brauner

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The special meeting of the Oneida City School District's Board of Education for December 10, 2020 was called to order by President Mr. Bob Group at 7:31 AM. The Pledge of Allegiance was said and President Group referred to the agenda.

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President Mr. Bob Group announced the results of the Capital Project vote as certified by James Rowley, Clerk of the Board.

**CAPITAL PROJECT RESULTS**

**Capital Project  
Results**

MOVED BY *Myatt*, SECONDED BY *Parker*, to approve the Capital Project results as submitted.

ACTION NO. 156

**VOTE ON THE MOTION  
MOTION CARRIED**

**AYES 6 NAYS 0**

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**ADJOURNMENT**

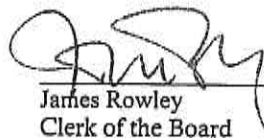
**Adjournment**  
ACTION NO. 157

MOVED BY *Kelly*, SECONDED BY *Maio*, that the Special Board of Education meeting of December 10, 2020 be adjourned at 7:34 AM.

**VOTE ON THE MOTION  
MOTION CARRIED**

**AYES 6 NAYS 0**

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James Rowley  
Clerk of the Board

**SPECIAL MEETING OF THE  
ONEIDA CITY SCHOOL DISTRICT'S  
BOARD OF EDUCATION**

December 10, 2020  
6:00 PM via Zoom Meeting

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**MEMBERS PRESENT:**

Mr. Robert Group, President  
Mr. James Maio, Vice President  
Ms. Heather Denby  
Mr. Martin Kelly  
Mr. Brad Myatt  
Ms. Jennifer Parker

**SPECTATORS:**

Scott Budelmann

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The special meeting of the Oneida City School District's Board of Education for December 10, 2020 was called to order by President Mr. Bob Group at 6:00 PM. The Pledge of Allegiance was said and President Group referred to the agenda.

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**EXECUTIVE SESSION**

**Exec Session**  
**ACTION NO. 158**

**MOVED BY Kelly, SECONDED BY Myatt**, to approve entering into executive session at 6:05 PM for the purpose of discussions regarding the employment history of a particular person, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person;

**VOTE ON THE MOTION            AYES 6 NAYS 0**  
**MOTION CARRIED**

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*The Board of Education returned to regular session at 7:50 PM*

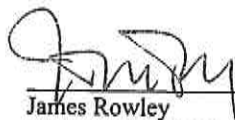
**ADJOURNMENT**

**Adjournment**  
**ACTION NO. 159**

**MOVED BY Parker, SECONDED BY Denby**, that the Special Board of Education meeting of December 10, 2020 be adjourned at 8:05 PM.

**VOTE ON THE MOTION            AYES 6 NAYS 0**  
**MOTION CARRIED**

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\_\_\_\_\_  
James Rowley  
Clerk of the Board

**SPECIAL MEETING OF THE  
ONEIDA CITY SCHOOL DISTRICT'S  
BOARD OF EDUCATION**

December 17, 2020  
6:00 PM via Zoom Meeting

**MEMBERS PRESENT:**

Mr. Robert Group, President  
Mr. James Maio, Vice President  
Ms. Heather Denby  
Mr. Martin Kelly  
Mr. Brad Myatt  
Ms. Jennifer Parker

**SPECTATORS:**

Scott Budelmann

The special meeting of the Oneida City School District's Board of Education for December 17, 2020 was called to order by President Mr. Bob Group at 6:00 PM. The Pledge of Allegiance was said and President Group referred to the agenda.

**EXECUTIVE SESSION**

**Exec Session**

**ACTION NO. 160**

**MOVED BY Denby, SECONDED BY Myatt**, to approve entering into executive session at 6:15 PM for the purpose of discussions regarding the employment history of a particular person, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person;

**VOTE ON THE MOTION**                      **AYES 6 NAYS 0**  
**MOTION CARRIED**

*The Board of Education returned to regular session at 8:05 PM*

**AUTHORIZING INDIVIDUAL EMPLOYMENT AGREEMENT  
AND APPOINTING INTERIM SUPERINTENDENT OF SCHOOLS**

**Authorizing Individual  
Agreement & Appointing  
Interim Superintendent  
of Schools-Agenda Addition**  
**ACTION NO. 161**

**MOVED BY Parker, SECONDED BY Myatt**, resolved the Authorizing Individual Employment Agreement and Appointing Interim Superintendent of Schools as submitted.

**VOTE ON THE MOTION**                      **AYES 6 NAYS 0**  
**MOTION CARRIED**

**ADJOURNMENT**

**Adjournment**  
**ACTION NO. 162**

**MOVED BY Denby, SECONDED BY Maio**, that the Special Board of Education meeting of December 17, 2020 be adjourned at 8:10 PM.

**VOTE ON THE MOTION**                      **AYES 6 NAYS 0**  
**MOTION CARRIED**



James Rowley  
Clerk of the Board

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: FINANCIAL REPORTS**  
**DATE: JANUARY 12, 2021**

Financial reports for the month of November 2020:

General Fund Revenue Report  
Treasurer's Report  
OHS Classroom Activity Funds  
OSMS Student Activity Accounts

**RECOMMENDED ACTION**

**Motion to approve the financial reports as submitted.**

**MOTION MADE BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

A \_\_\_ N \_\_\_

# ONEIDA CITY SCHOOL DISTRICT - GENERAL FUND REVENUE REPORT

Month Ending November 30, 2020

		<u>Budgeted</u> <u>Revenues</u>	<u>Revenues</u> <u>Received</u>	<u>Balance</u> <u>Unearned</u>
A1001	Real Property Tax	\$ 15,252,094.00	\$ 14,420,537.26	\$ 831,556.74
A1081	Payments in Lieu of Taxes	132,440.00	106,386.72	26,053.28
A1085	School Tax Relief Reimbursement	2,870,700.00	0.00	2,870,700.00
A1090	Interest & Penalties on Taxes	70,000.00	36,019.18	33,980.82
A1310	Day School Tuition (Includes Foster)	0.00	0.00	0.00
A1330	Textbook Charges from Individuals	300.00	0.00	300.00
A1410	Admissions	15,000.00	0.00	15,000.00
A1489	Other Charges/Services	0.00	854.00	(854.00)
A2280	Health Services-Other Districts	25,000.00	0.00	25,000.00
A2308	Transportation-BOCES	0.00	0.00	0.00
A2401.A	Interest and Earnings	4,000.00	2,224.73	1,775.27
A2410	Rental of Property	11,000.00	15,000.00	(4,000.00)
A2413	Rental of Property-BOCES	76,000.00	0.00	76,000.00
A2414	Rental of Buses	12,000.00	23.41	11,976.59
A2450	Commissions	0.00	28.69	(28.69)
A2650	Sale of Scrap and Excess	0.00	0.00	0.00
A2655	Minor Sales/Machine	0.00	0.00	0.00
A2660	Sale of Real Property	0.00	0.00	0.00
A2665	Sale of Equipment	3,500.00	0.00	3,500.00
A2666	Sale of Transportation Equipment	0.00	0.00	0.00
A2670-2	Sale of Instr. Supplies	0.00	0.00	0.00
A2680	Insurance Recoveries	0.00	0.00	0.00
A2690	Other Compensation for Loss	0.00	40.00	(40.00)
A2700	Reimb. Medicare Part D Expenditures	150,000.00	11,372.64	138,627.36
A2701	Refund-Prior Yrs. Expenditures/BOCES aided	150,000.00	186,439.85	(36,439.85)
A2703	Refund-Prior Yrs. Expenditures	100,000.00	44,894.43	55,105.57
A2705	Gifts and Donations	0.00	3,750.00	(3,750.00)
A2707	Special Program Revenue	0.00	0.00	0.00
A2725	VLT/Tribal Compact Monies	0.00	7,771.25	(7,771.25)
A2770	Miscellaneous Revenues	100,000.00	18.88	99,981.12
A3089	Star Program/Reimbursement/Admin.	0.00	0.00	0.00
A3101.A	Basic Aid & Building	16,358,207.00	385,863.93	15,972,343.07
A3101.E	Excess Cost Aid	2,674,279.00	0.00	2,674,279.00
A3102	Lottery Aid	2,604,567.00	3,058,890.10	(454,323.10)
A3103	BOCES	2,334,376.00	0.00	2,334,376.00
A3104	Tuition Aid/Students w/Disabilities	0.00	0.00	0.00
A3260	Textbooks	114,546.00	29,670.00	84,876.00
A3262	Computer Software Aid	70,011.00	0.00	70,011.00
A3263	Library Loan Program	12,858.00	0.00	12,858.00
A3289.A	Other State Aid-Incar. Youth	50,000.00	5,843.20	44,156.80
A3289	Other State Aid	0.00	0.00	0.00
A4286	Federal Aid - CARES Act Education Stabilization Fund	837,525.00	0.00	837,525.00
A4601	Medicaid Assistance	115,000.00	10,355.73	104,644.27
A5031	Interfund Transfers - Other than Debt	0.00	0.00	0.00
A5031.E	Transfers From Debt Service Fund	50,000.00	0.00	50,000.00
A5050	Interfund Transfer for Debt	0.00	0.00	0.00
	Subtotal	\$ 44,193,403.00	\$ 18,325,984.00	\$ 25,867,419.00
20-21	Appropriated Fund Balance	2,428,689.50	0.00	2,428,689.50
	Appropriated Reserves	32,500.00	0.00	32,500.00
	<b>TOTAL REVENUES</b>	<b>\$ 46,654,592.50</b>	<b>\$ 18,325,984.00</b>	<b>\$ 28,328,608.50</b>

# ONEIDA CITY SCHOOL DISTRICT

## TREASURER'S REPORT - GENERAL FUND

Cash Per Books:	November 1, 2020	\$	<u>17,375,091.12</u>	
Cash receipts - State/BOCES Aid			<u>520,241.90</u>	
- Other			<u>361,708.54</u>	
Receipts and Cash Balance			<u>18,257,041.56</u>	
Cash Disbursements		(	<u>3,618,582.16</u>	)
<b>Cash Per Books:</b>	<b>November 30, 2020</b>	<b>\$</b>	<b><u>14,638,459.40</u></b>	

### BANK RECONCILIATION

Balance as Per Statement:	Checking	\$	<u>704,400.75</u>	
	CD/Savings		<u>14,061,543.68</u>	
	subtotal		<u>14,765,944.43</u>	
<b>Less:</b>				
Outstanding Checks:		(	<u>127,485.03</u>	)
<b>Reconciled Balance:</b>	<b>November 30, 2020</b>	<b>\$</b>	<b><u>14,638,459.40</u></b>	



**TREASURER'S REPORT - SCHOOL LUNCH FUND**

Cash Per Books:	<b>November 1, 2020</b>	\$ <u>29,816.50</u>	
Cash receipts:		<u>50,304.24</u>	
Receipts and Cash Balance		<u>80,120.74</u>	
Cash Disbursements		( <u>62,092.40</u> )	
<b>Cash Per Books:</b>	<b>November 30, 2020</b>		<b>\$ <u>18,028.34</u></b>

BANK RECONCILIATION

Balance as Per Statement:	Checking	\$ <u>18,067.79</u>	
<b>Less:</b>			
Outstanding Checks		( <u>39.45</u> )	
<b>Add:</b>			
Lunch deposits		0.00	
MSB In-Transit		0.00	
Heartland In-Transit		<u>0.00</u>	
<b>Reconciled Balance:</b>	<b>November 30, 2020</b>		<b>\$ <u>18,028.34</u></b>

**TREASURER'S REPORT - SPECIAL AID FUND**

Cash Per Books:	<b>November 1, 2020</b>	\$ <u>237,231.01</u>	
Cash receipts:		<u>100,001.01</u>	
Receipts and Cash Balance		<u>337,232.02</u>	
Cash Disbursements		( <u>237,234.82</u> )	
<b>Cash Per Books:</b>	<b>November 30, 2020</b>		<b>\$ <u>99,997.20</u></b>

BANK RECONCILIATION

Balance as Per Statement:	Checking	\$ <u>101,454.20</u>	
	subtotal	<u>101,454.20</u>	
<b>Less:</b>			
Outstanding Checks		( <u>1,457.00</u> )	
<b>Reconciled Balance:</b>	<b>November 30, 2020</b>		<b>\$ <u>99,997.20</u></b>

**TREASURER'S REPORT - CAPITAL FUND**

<b>Cash Per Books: November 1, 2020</b>		\$ <u>1,041,033.15</u>	
Cash receipts:		<u>1,784.38</u>	
Receipts and Cash Balance		\$ <u>1,042,817.53</u>	
Cash Disbursements		<u>( 127,334.37 )</u>	
<b>Cash Per Books: November 30, 2020</b>			\$ <u><b>915,483.16</b></u>

BANK RECONCILIATION

Balance as Per Statement:	Checking	\$ <u>849,753.10</u>	
	CD/Savings	<u>193,064.43</u>	
	Subtotal	\$ <u>1,042,817.53</u>	
<b>Less:</b>			
Outstanding Checks		<u>( 127,334.37 )</u>	
<b>Reconciled Balance:</b>	<b>November 30, 2020</b>		\$ <u><b>915,483.16</b></u>

**TREASURER'S REPORT - TRUST AND AGENCY/SCHOLARSHIP FUNDS**


<b>Cash Per Books: November 1, 2020</b>		\$ <u>689,598.95</u>	
Cash receipts:		2,530,102.26	
Receipts and Cash Balance		\$ <u>3,219,701.21</u>	
Cash Disbursements		<u>( 2,546,964.69 )</u>	
<b>Cash Per Books: November 30, 2020</b>			\$ <u><b>672,736.52</b></u>

BANK RECONCILIATION

Balance as Per Statement:	Checking	\$ <u>657,350.85</u>	
	Payroll Checking	<u>6,852.58</u>	
	Scholarship Savings	<u>62,160.37</u>	
	Subtotal	\$ <u>726,363.80</u>	
<b>Plus:</b>			
Other - payroll check to incorrect person redeposited, transferred to SL Fund but should have stayed in this account. Will fix in December 2020		<u>256.18</u>	
<b>Less:</b>			
Outstanding Checks: Trust & Agency		<u>( 47,070.93 )</u>	
Payroll		<u>( 6,812.53 )</u>	
<b>Reconciled Balance:</b>	<b>November 30, 2020</b>		\$ <u><b>672,736.52</b></u>

**EXTRA CLASSROOM ACTIVITY FUNDS**  
**ONEIDA SENIOR HIGH SCHOOL**

**Report of Accounts**

<b>Month Ended</b>				<b>As of:</b>	<b>30-Nov-20</b>
	<b>Beginning</b>				<b>Ending</b>
<b>Activity</b>	<b>Balance</b>	<b>Receipts</b>	<b>Total</b>	<b>Disbursements</b>	<b>Balance</b>
Advanced Placement	5,427.15		5,427.15		5,427.15
Art Club	404.72		404.72		404.72
Banking Fees & Interest	168.16	3.26	171.42		171.42
Class of 2021	4,124.22		4,124.22		4,124.22
Class of 2022	4,661.64	13.00	4,674.64		4,674.64
Class of 2023	2,000.18		2,000.18		2,000.18
Class of 2024	-	2,500.00	2,500.00		2,500.00
Concert Choir	2,649.07		2,649.07		2,649.07
Drama Club--Fall Play	2,723.50		2,723.50		2,723.50
Drama Club--Spring Musical	10,324.21		10,324.21		10,324.21
Environmental Club	6.28		6.28		6.28
French Travel	164.68		164.68		164.68
Future Bus. Leaders of America	183.41	80.00	263.41		263.41
International Relations Club	2,170.75		2,170.75		2,170.75
Japanese Exchange Club	517.14		517.14		517.14
Marching Band	568.89		568.89		568.89
National Honor Society	588.84	40.00	628.84		628.84
NYS Sales Tax Due	(0.00)		(0.00)		(0.00)
Photography Club	80.39		80.39		80.39
Projects (Yearbook)	2,372.44		2,372.44		2,372.44
Retailers (Bookstore)	2,581.92		2,581.92		2,581.92
Ski Club	851.45		851.45		851.45
Spanish Club	42.61		42.61		42.61
Sports Club	1,206.11		1,206.11		1,206.11
Stage Band	2,992.90		2,992.90		2,992.90
Student Council	1,384.24		1,384.24		1,384.24
Technology	6,561.01		6,561.01		6,561.01
Technology Student Association	479.87		479.87		479.87
Teens For A Better World	31.17		31.17		31.17
Wind Ensemble	604.92		604.92		604.92
Z Club	2,150.98	180.00	2,330.98		2,330.98
<b>Total</b>	<b>58,022.85</b>	<b>2,816.26</b>	<b>60,839.11</b>	<b>-</b>	<b>60,839.11</b>
Checking Account ... 9146		22,178.16			
Money Market Account ... 4977		39,608.95			
Deposits in Transit		-			
Less Checks Outstanding		948.00			
Working Balance		<b>60,839.11</b>			
					 Laura J. Reff, Central Treasurer
<b>This report and supporting evidence examined and approved except as follows:</b>					
Date	Auditor				

**OTTO SHORTELL MIDDLE SCHOOL  
EXTRACLASROOM ACTIVITY FUND  
REPORT OF ACCOUNTS**

For the month

Nov-20

ACTIVITY	BEGINNING BALANCE	MONTHLY RECEIPTS	Total RECEIPTS	Monthly PAYMENTS	ENDING BALANCE
STUDENT COUNCIL	\$ 16,455.88	\$ 70.00	\$ 16,525.88	\$ 146.64	\$ 16,379.24
	\$ -		\$ -	\$ -	\$ -
MUSIC CLUB (Band/Chorus)	\$ 7,231.64		\$ 7,231.64		\$ 7,231.64
LIBRARY CLUB	\$ 862.31		\$ 862.31		\$ 862.31
FOREIGN LANGUAGE	\$ 1,225.19		\$ 1,225.19		\$ 1,225.19
DRAMA	\$ 6,628.98		\$ 6,628.98		\$ 6,628.98
ART	\$ 478.20		\$ 478.20		\$ 478.20
YEARBOOK	\$ 4,210.78		\$ 4,210.78		\$ 4,210.78
TOTALS	\$ 37,092.98	\$ 70.00	\$ 37,162.98	\$ 146.64	\$ 37,016.34

OUTSTANDING CHECKS

4375 \$ 15.00  
4525 \$ 70.00  
4538 \$ 62.59

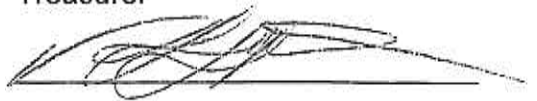
**\$147.59**

STATEMENT OF BANK BALANCE #614309154  
CHECKING \$ 37,163.93  
Less Outstanding Chks. \$ 147.59  
Plus Outstanding Deps. \$ -  
Working Balance \$ 37,016.34

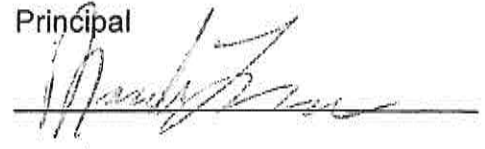
This report and supporting evidence examined and approved except as follows:

Auditor

Treasurer



Principal



12/11/20  
DATE

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: APPROPRIATION TRANSFERS**  
**DATE: JANUARY 12, 2021**

The attached Appropriation Transfers for December 2020 are submitted for your review and approval.

**RECOMMENDED ACTION**

**Motion to approve the appropriation transfers as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_

# ONEIDA CITY SCHOOL DISTRICT

## APPROPRIATION TRANSFER REQUEST FORM

GENERAL FUND  OTHER: \_\_\_\_\_  
 REQUESTED BY: J. Rowley  
 DATE: 12/30/2020  
 FOR BOARD APPROVAL  PRESENTATION: \_\_\_\_\_

#	FROM (BUDGET CODE)	TO (BUDGET CODE)	AMOUNT	COMMENTS
1	A 2110.500-21-2100	A 1621.500-00-0500	\$208.00	Transfer to Mat & Suppl to cover paint purchase
2	A 2250.500-00-0400	A 2250.200-00-0400	\$1,780.00	Transfer from Mat & Suppl to Equipment for purchase of required audiological equip
3	A 2610.500-00-3469	A 2110.200-00-0100	\$3,501.00	Transfer from Lib Mat & Suppl to Equipment DW
4	A 9020.800-00-0100	A 2630.220-00-0900	\$69,800.00	Transfer from TRS to Computer Assisted Equip - Chromebooks
5	A 1620.169-22-0100	A 1620.169-12-0100	\$61.00	Op Cust Sal OT HS to Op Cust Sal OT - DV (extra cleaning)
6	A 1620.169-22-0100	A 1620.169-13-0100	\$137.00	Op Cust Sal OT HS to Op Cust Sal OT - WP (extra cleaning)
7	A 1620.169-22-0100	A 1620.169-15-0100	\$58.00	Op Cust Sal OT HS to Op Cust Sal OT - NB (extra cleaning)
8	A 1620.169-22-0100	A 1620.169-16-0100	\$523.00	Op Cust Sal OT HS to Op Cust Sal OT - SS (extra cleaning)
9				
10				
11				
12				
13				
14				
15				
16				

Approved  Disapproved \_\_\_\_\_ Date 1/4/21  
 Assistant Superintendent for Finance  
 Approved  Disapproved \_\_\_\_\_ Date 1/4/21  
 Superintendent

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: PERSONNEL**  
**DATE: JANUARY 12, 2021**

We are recommending the approval of the attached personnel items for the January 12, 2021 Board of Education meeting.

**RECOMMENDED ACTION**

**Motion to approve the personnel items for the January 12, 2021 Board of Education meeting as presented.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_ N\_\_\_

Oneida City School District  
Personnel Report  
January 12, 2021  
Board of Education Meeting

**RECOMMENDED ADMINISTRATIVE RESIGNATION**

<b>Personnel</b>	<b>Building</b>	<b>Position</b>	<b>Effective</b>
Poyer, Jessica	DW	Administrator for Curriculum, Instruction & Assessment	January 18, 2021

**RECOMMENDED STUDENT TEACHERS**

<b>Personnel</b>	<b>Building</b>	<b>Effective</b>
Campanie, Jonathan	Otto Shortell Middle School with Mr. Ottaviano	January - March 2021
Deraway, Olivia	North Broad Elementary School in Grade 1 and Grade 5	January - March 2021
Bawolak, Emily	North Broad Elementary School with Mrs. Shene	January - March 2021

**RECOMMENDED SUBSTITUTE TEACHERS**  
AS ATTACHED

**CLASSIFIED PERSONNEL**  
AS ATTACHED



Oneida City School District  
January 12, 2021  
Board of Education Meeting

Recommended Substitute Teachers

<b>Substitute Name</b>	<b>Area(s) to Sub</b>	<b>Certification</b>
Emily Bawolak	K-5; Student Teacher	Non-Certified
Andrew Sayles	Any; College Student	Non-Certified

Oneida City School District  
Personnel Report  
January 12, 2021

Board of Education Meeting

**CLASSIFIED PERSONNEL**

**RECOMMENDED CLASSIFIED RESIGNATION**

<b>NAME</b>	<b>TITLE</b>	<b>LOCATION</b>	<b>EFFECTIVE</b>
Patricia Galway	Bus Driver	Trans. Center	1/8/21
Rhonda Bernert	Teacher Aide	HS	12/31/20

**RECOMMENDED CLASSIFIED RETIREMENT**

<b>NAME</b>	<b>TITLE</b>	<b>LOCATION</b>	<b>EFFECTIVE</b>
Patricia Miles	Teacher Aide	SS	6/30/21

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: EXCESSING LIBRARY MATERIALS**  
**DATE: JANUARY 12, 2021**

We are requesting approval to excess library records. These records are being deleted for the following reasons:

- Excessed books that are out of date or in poor condition
- Inaccurate records in database
- Multiple records in database
- Volume housed in another library or moved to another library
- Removed from library collection and placed in teacher's room

<b>Building</b>	<b>Weeded</b>
Oneida High School	491

**(The documents from each building listing the individual items are available in electronic form if you would like to review prior to the meeting.)**

**RECOMMENDED ACTION**

**Motion to approve the excessing of library materials as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: REVISED CORRECTIVE ACTION PLAN: STAC**  
**DATE: JANUARY 12, 2021**

We are recommending approval of the attached revised corrective action plan for the 2019-2020 Internal Audit for STAC as submitted.

**RECOMMENDED ACTION**

**Motion to approve the revised corrective action plan as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_



# ONEIDA CITY SCHOOL DISTRICT

## DISTRICT OFFICE

educate • inspire • empower

January 12, 2021

To: Oneida City Board of Education  
Fr: J. Rowley, Assistant Superintendent for Finance  
Re: 2019-20 Internal Audit – STAC (revised corrective action plan)

Observation 1: During our testing of parentally placed students, we noted that the district did not bill for the 16 students receiving special education related services in the two private schools located within the District's boundaries. The actual cost of Committee on Special Education (CSE) administration, evaluations and special education services provided to a student with a disability who is a resident of NYS, but a nonresident to the district of location, may be recovered from the student's school of residence. Please note that this condition extends beyond the 2018-19 test year.

Proposed Corrective Action Plan: The Assistant Superintendent for Finance will work with the CSE office to ensure that IEP's are in place and coordination takes place with private schools and parents, in order to be able to bill costs. The Assistant Superintendent of Finance will obtain reports from our Tracking system (ClearTrack) and coordinate with the Treasurer to bill costs to outside Districts for services provided to non-resident students attending private schools. As of this writing, it is unclear if the district can recoup prior year costs. Anticipated completion date: Billing will be completed by June 30, 2021 and subsequent June each year thereafter.

Observation 2: The District does not have a process in place to ensure that they bill other district's for foster children educated in the District. For the entire 2018-19 fiscal year, the District did not bill any districts for foster children reeducated in the Oneida District that have a district of origin elsewhere. The District was unaware of any students that this would apply to. District personnel stated that they did not receive any forms DSS-2999 for students with a district of origin other than Oneida.

Proposed Corrective Action Plan: NYS Counties run foster programs. The District is reliant on DSS-2999 in order to bill education for Foster Students. DSS-2999 is provided to both Oneida and the District of origin when a foster student is placed, and in this way both Districts can be assured of proper billing. The Assistant Superintendent for Finance will coordinate with the Registrar annually to obtain any students who may potentially be a foster student residing in the district and cross check with the appropriate county to determine if there is a DSS-2999. Anticipated completion date: The Assistant Superintendent for Finance will confirm with the Registrar by June 1, 2021 and subsequent June 1 each year thereafter.

Observation 3: During our testing of private placements, we noted that the district was billed for two months from a service provider for a student that was not entered into STAC for 2018-19. Tuition for students placed in a Children's Residential Project are 100% reimbursable. The District paid the two invoices in question without verifying these costs were going to be accounted for in STAC.

Proposed Corrective Action Plan: The District determined that the costs could not be entered into STAC because the costs were incurred prior to the intake meeting. The District believes this occurrence is an outlier as intake meetings are generally conducted before private placements. The CSE office was notified of this finding and they will ensure intake meetings are conducted timely.

Observation 4: During our testing of 12 homeless students, we noted that for one of these a STAC 202 was completed, but the student was never STAC'd nor verified. As a result, the District has not received any additional aid for this student.

Proposed Corrective Action Plan: The District determined that the student in question attempted to move into a condemned home, was given an eviction notice and never moved in. The district confirmed with the district of origin that the student never left.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: CORRECTION TO TEACHING ASSISTANT APPOINTMENTS**  
**DATE: JANUARY 12, 2021**

We are recommending approval of the correction to the four (4) Teaching Assistant appointments that were previously approved at a Board of Education Meeting. This correction is to reflect the tenure dates for these appointments as submitted.

Teaching Assistant Name	BOE Date Hired	First Date Worked	Tenure Area	Tenure Date
Aumell, Melissa	8/20/2019	9/1/2019	Teaching Assistant	9/1/2023
George, Lindsey	9/8/2020	9/1/2020	Teaching Assistant	9/1/2024
Reisman, Ashley	7/2/2019	9/1/2019	Teaching Assistant	9/1/2023
Trent, Melissa	9/10/2019	9/1/2019	Teaching Assistant	9/1/2023

**RECOMMENDED ACTION**

**Motion to approve the correction to the Teaching Assistant appointments as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_ N\_\_\_

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: UPDATED 2020-21 OCSD SAFETY PLAN**  
**DATE: JANUARY 12, 2021**

We are recommending approval of the updated 2020-2021 Oneida City School District Safety Plan as submitted.

**RECOMMENDED ACTION**

**Motion to approve the updated 2020-21 OCSD Safety Plan as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A \_\_\_ N \_\_\_



**PROJECT SAVE (Safe Schools Against Violence In Education)  
ONEIDA CITY SCHOOL DISTRICT SAFETY PLAN**

**INTRODUCTION**

This Oneida City School District Safety Plan is designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination with local and county resources in the event of such incidents or emergencies. The plan is consistent with the more detailed emergency response plans required at the district school building level.

**SECTION I: GENERAL CONSIDERATION AND PLANNING GUIDELINES - - - - Page 2**  
Identification of School Teams, Concept of Operations, Plan Review and Public Comment

**SECTION II: GENERAL EMERGENCY RESPONSE PLANNING- - - - - Page 5**  
Identification of Sites of Potential Emergency, Actions in Response, District Resources, Coordination Procedures, Training

**SECTION III: RESPONDING TO THREATS AND ACTS OF VIOLENCE - - - - - Page 9**  
Policies and Procedures, Appropriate Response

**SECTION IV: COMMUNICATION WITH OTHERS - - - - - Page 10**  
Coordination of Efforts

**SECTION V: PREVENTION AND INTERVENTION STRATEGIES - - - - - Page 11**  
Establishing a Safe Environment

**SECTION VI: RECOVERY - - - - - Page 13**  
After an Incident

**APPENDICES - - - - - Additional**  
Related Information

- Appendix 1** Oneida City School District-Level Incident Command -----Page 14-15
- Appendix 2:** Emergency Agency Contact Information ----- Page 16
- Appendix 3:** District Emergency Contact Information ----- Page 17
- Appendix 4:** District Data for Evacuations-----Page 18
- Appendix 5:** Notification and Activation ----- Page 19
- Appendix 6:** Oneida City School District Risk Determination ----- Page 20
- Appendix 7:** Public Health Emergencies-----Page 21-23
- Appendix 8:** Training for Staff and Students ----- Page 24

## ONEIDA CITY SCHOOL DISTRICT SAFETY PLAN

### SECTION I: GENERAL CONSIDERATION AND PLANNING GUIDELINES

#### Purpose

The Oneida City School District Safety Plan was developed pursuant to Commissioner's Regulation 155.17.

#### A. Identification of School Teams

The Oneida City School District has created a School Safety Team including the following persons:

Genevieve Brauner– Admin for Tech and Special Programs, (S.A.V.E. Coordinator)  
Matthew Ware – School Resource Officer (Co-Facilitator)  
James Rowley – Assistant Superintendent for Finance  
Jack Angrisano – Risk Management, Madison Oneida BOCES  
Kevin Healy – Executive Principal, Oneida High School  
Amanda Larson – Principal, Otto Shortell Middle School  
Eric Coriale -- Principal, North Broad Elementary  
Penny Houser - Principal, Seneca Street Elementary  
Bernie Sharlette – Maintenance Supervisor, Oneida School District  
Michael Klenotiz – Director of Transportation  
Rob Murano – Teacher, Oneida High School  
Thomas Collins– Teacher, Otto Shortell Middle School  
Katie Nestler - Teacher, Durhamville Elementary  
Megan Shene – Teacher, North Broad St. Elementary  
Mike Curro – Teacher, Willard Prior Elementary School  
Linda Buschatzke – Teacher, Seneca Street Elementary  
Margaret Schoeneck – Nurse, Oneida High School  
Sharon Bognaski – Nurse, Otto Shortell Middle School  
Melissa Dailey – Nurse, Durhamville Elementary  
Anna Collins - Nurse, North Broad Elementary  
Renee Fuller-Nurse, Willard Prior Elementary  
Lana Yates-Nurse, Seneca Street Elementary  
John Little – Police Chief, City of Oneida Police Department  
Dennis Fields– Fire Chief, City of Oneida Fire Department  
Lance Zaleski – Lieutenant, Madison County Sheriff's Office  
Neil Larrivey– Sergeant, Oneida County Sheriff's Office  
Brian DeRochie – Trooper, New York State Police  
Chief Designee – Wampsville Fire Department

## B. Concept of Operations

- The Superintendent of Schools or his/her designee will serve as the District Chief Emergency Officer. Responsibilities include: facilitate safety training for school district personnel, ensure the school's building-level emergency response plan is up-to-date each year, make sure drills (evacuation and lock down) occur as per Education Law §807, and aid in policy development and decision-making for security technology.
- The Oneida City School District Safety Plan shall be directly linked to the individual Building-level Emergency Response Plans for each district school building. This Oneida City School District Safety Plan will guide the development and implementation of individual building-level emergency response plans. Copies of confidential building-level plans will be maintained by the Oneida City School District Office.
- This Plan has been developed using the New York State Education guidance document. It has been reviewed and revised by members of the Oneida City School District School Safety Team prior to public comment.
- In the event of an emergency or violent incident, the initial response to all emergencies at an individual district school will be by the School Emergency Response Team.
- Upon the activation of the School Emergency Response Team, the District Superintendent of Schools or his/her designee will be notified and, where appropriate, local emergency officials will also be notified.
- Emergency response actions, including Crisis Response, may be supplemented by involving City, County and State resources through established protocols.
- In the event of a Pandemic, the district will collaborate with officials from the Department of Health to establish in-person learning requirements.

## C. Plan Review and Public Comment

- Pursuant to Commissioner's Regulation 155.17 (e)(3), this plan will be made available for public comment 30 days prior to its adoption. The Oneida City School District and building-level plans may be adopted by the School Board only after at least one public hearing that provides for the participation of school personnel, parents, students, and any other interested parties. The plan was originally adopted by the Board of Education on June 14, 2001.
- While linked to the Oneida City School District Safety Plan, Building Level Response Plans shall be confidential and shall not be subject to disclosure under Article 6 of the Public Officers Law or any other provision of law, in accordance with Education Law Section 2801-a.
- Full copies of the Oneida City School District Safety Plan and any amendments will be submitted to the New York State Education Department and NY State Police within 30 days of adoption. Building Level Response Plans will be supplied to both local and State Police within 30 days of adoption.
- This plan shall be reviewed and maintained by the Oneida City School District Safety Team and reviewed on an annual basis on or before July 1 of each year. A copy of the plan will be available at the District Office.

**D. District and Building-Level Plan Distribution**

8 NYCRR Section 155.17 (e)(3) mandates that a copy of the District and Building-Level ERP and any amendments shall be filed with the appropriate local law enforcement agency **and** with the New York State Police within thirty days of adoption. Building-Level ERP will be filed with the Oneida City School District Office. The District SAVE Coordinator will be responsible for filing District and Building-Level Plans with the appropriate agencies annually.

<b>Agency</b>	<b>Name of Receiving Party</b>
NY State Police	Trooper Brian DeRochie
Oneida City Police Department	Chief John Little
Madison County Sherriff's Dept	Lieutenant Lance Zeleski
Oneida County Sherriff's Dept	Sergeant Neil Larrivey

## SECTION II: GENERAL EMERGENCY RESPONSE PLANNING

### A. Risk Identification: Potential emergency sites and situations

Using the Risk Probability Checklist in Appendix 6, and the recommendations of local law enforcement and emergency response personnel, the Oneida City School District has determined the potential risks to each building with the district.

**Potential Risks include, but are not limited to:**

- Threats of Violence (including Weapons and Civil Disturbance)
- Suicide
- Hostage/Kidnapping
- Natural/Weather Related
- Gas, transformer leaks
- Systems Failure
- Fire/Explosion
- Intruder
- Explosive/Bomb Threat
- Hazardous Material
- Medical Emergency
- Death
- Pandemic

### B. Actions in response to an emergency

The Oneida City School District has identified the following general response actions to emergency situations:

- School cancellation
- School Building Closure
- Early dismissal
- Evacuation
- Lockdown
- Lockout
- Reunification
- Shelter In Place

#### For School Cancellation

- Monitor situation
- Communication with appropriate personnel and agencies
- Make appropriate determination
- Contact local media
- School Messenger and Email alerts

### **Pandemic**

- Establish in-school operating guidelines created by the Department of Health and government orders.
- Building Closure– academic year / iLearning activation / Hybrid Model - Cohort Learning
- Identify essential and non-essential personnel district wide
- Health Screening forms (staff and students)
- PPE building supplies
- Deep cleaning
- Dedicated isolation zone in each building
- Continuous staff updates by Superintendent
- Continuous student and parent updates by Superintendent or designee

### **Early Dismissal**

- Monitor situation
- Communicate with appropriate personnel and agencies
- Contact transportation supervisor
- Contact local media
- Set up an information center for parent inquiries
- Retain necessary district personnel until students have been accommodated and situation is resolved

### **Evacuation (before, during or after school hours)**

- Determine level of threat
- Communicate with appropriate personnel and agencies
- Contact transportation supervisor
- Insure evacuation route is secure
- Evacuate students and staff to pre-arranged site(s)
- Maintain accountability for students and staff through and following evacuation. Report any missing students or staff to Superintendent immediately
- Determine if dismissal is warranted
- In the event of early dismissal, contact local media
- Set up an information center for parent inquiries
- Retain necessary district personnel until students have been accommodated and situation is resolved

### **Lockdown**

- Determine level of threat
- Initiate building lockdown procedure
- Take necessary safety precautions
- Notify District Office and appropriate emergency response agencies
- Account for students and staff. Report any missing students or staff to Superintendent immediately.
- Identify other occupants in building
- Make necessary arrangements for human needs
- Set up information center for parent inquiries
- Retain necessary district personnel until students have been accommodated and situation is resolved

### **Lockout**

- Determine level of threat
- Initiate building lockout process
- All outdoor activities shall cease and be immediately moved indoors (i.e. gym classes, playground, etc.)
- Normal activity will continue within the building
- Report any suspicious activity observed either indoors or outdoors to the main office.

**Oneida City School District – SAVE Plan 2020-21**

- Alert District Office and appropriate emergency response agencies
- Account for students and staff. Report any missing students or staff to Superintendent.

**Reunification**

- Designate Reunification Site based on the incident, location and need

**Shelter-in-Place**

- Determine level of threat
- Take necessary safety precautions
- Notify District Office and appropriate emergency response agencies
- Determine location of sheltering based on nature of incident
- Account for students and staff. Report any missing students or staff to Superintendent immediately.
- Identify other occupants in building
- Make necessary arrangements for human needs
- Set up information center for parent inquiries
- Retain necessary district personnel until students have been accommodated and situation is resolved

**Note:** Identification of specific procedures for each emergency are outlined in the confidential BuildingLevel-Emergency-Response Plans.

**C. District resources and personnel available for use during an emergency**

The Oneida City School District has committed the full inventory of its resources to be available for use during an emergency. These resources will be utilized in line with the confidential Building Level Emergency Response Plans as deemed appropriate by the Incident Command Team.

Specific personnel and resources are identified in the confidential Building Level Emergency Response Plans.

<b>Staff Member</b>	<b>Role, Skill on Assignment</b>
Designated Bldg. Administrator(s) & Staff	Building Level Safety/Response Teams
School Nurse	First Aid/Medical
CPR/1 <sup>st</sup> Aid Trained Staff	First Responders
Head Custodian	Physical Plant
Transportation Supervisor	Bus Drivers/Transportation
Counselors/School Psychologist	Crisis Team

**Additional District Resources Available for Use in an Emergency** During an emergency, the District has the following resources available:

<b>Equipment</b>	<b>Location</b>
defibrillator	Each district building and athletics
smoke ejectors	Fire department – via 911
emergency lighting	Each building
portable fire extinguishers	Each building and each bus
spill cleanup/absorbent materials	Custodial Department and Maintenance
first aid supplies	Each building – Nurses Office
Stop the Bleed Kits	All buildings - every classroom

## D. Coordination of school resources during emergencies

The Incident Command System (ICS) will be used to manage all incidents and major planned events/drills. In the event of district-wide emergencies or a public health emergency involving a communicable disease the Incident Commander will be the School Superintendent or his/her designee. In building-level emergencies, the administrator-in-charge or his/her designee will act as the Incident Commander. The Incident Commander is authorized to activate such resources and personnel as are appropriate to the incident. The Incident Commander is empowered to render such decisions as may be necessary in keeping with the response actions as identified in the confidential Building Level Emergency Response Plan. Building Level Incident Command staff are identified in the confidential Building Level Emergency Response Plans.

See the following appendices for Incident Command and emergency contacts for district-wide emergencies. Appropriate Incident Command and emergency contacts for building level emergencies are contained in confidential building level plans.

- Appendix 1:** Oneida City School District-Level Incident Command-----Page14-15
- Appendix 2:** Emergency Agency Contact Information ----- Page 16
- Appendix 3:** District Emergency Contact Information ----- Page 17

## E. Annual multi-hazard school training for staff and students

The Oneida City School District will conduct annual training for both staff and students in school safety issues. Training will be planned and coordinated by the district Security Coordinator and district SAVE Coordinator in conjunction with local emergency responders and preparedness officials. Training may consist of classroom activities, general assemblies, tabletop exercises, full scale drills or other appropriate actions to increase the awareness and preparedness of staff and students. Existing plans will be revised in response to post-incident evaluations of these drills.

Training procedures and framework are included in Training for Staff and Students – Appendix 8.

## F. Staff development

All candidates applying for teacher certification as of February 2, 2001 will have completed two hours of training in school violence prevention and intervention prior to that application.

School violence prevention and intervention training as outlined in the district Professional Development Plan will be provided for all staff annually The Administrator for Technology and Special Programs will be responsible for planning and coordinating training.

Staff development resources and other related information are listed in Training for Staff and Students – Appendix 8.



## **SECTION III: RESPONDING TO THREATS AND ACTS OF VIOLENCE**

### **Policies and procedures for responding to implied or direct threats of violence, suicide or acts of violence by students, teachers, other school personnel and visitors to the school**

The Oneida City School District has enacted policies and procedures dealing with threats and acts of violence as outlined in the S.A.V.E. Plan and the Oneida City School District Code of Conduct, BOE Policy 1005. These policies and procedures deal with the safety of the school community as well as the range of discipline of those making the threat or committing the act of violence.

The S.A.V.E Plan outlines procedures for when to contact the district Incident Command and Incident Commander (District-Level Incident Command – Appendix 1) and appropriate law enforcement officials (Emergency Agency Contact Information – Appendix 2). Further contact information is contained in the individual Building Level Emergency Response Plans. In the event of an emergency, law enforcement agencies will be contacted through the 911 system, which will dispatch the appropriate agency.

The Oneida City School District will contact appropriate parents, guardians or persons in parental relation via media release, telephone contact or other appropriate means in the event of a violent incident or early dismissal. Conditions requiring such notification are outlined in the confidential Building Level Emergency Response Plans.

The Building Level Emergency Response Plans provide detailed response procedures to threats and acts of violence.

#### **B. Actions in response to Individual Acts of Violence**

- Determine level of threat
- Initiate appropriate procedure
- Contact trained de-escalation staff and/or building response team as appropriate
- Contact Superintendent or designee and appropriate emergency response agencies
- Monitor situation and adjust response as necessary

#### **C. Actions in response to Major Threats (Implied or Direct) or Acts of Violence**

- Initiate procedures to safeguard students and staff, lockdown etc.
- Contact Superintendent or designee and appropriate emergency response agencies
- Contact trained de-escalation staff and/or building response team as appropriate
- Determine level of threat
- Follow procedures for transportation if appropriate
- Follow procedures to notify parents and media if appropriate
- Monitor situation and adjust response as necessary
- Debrief situation

## SECTION IV: COMMUNICATION WITH OTHER AGENCIES

### Procedures for obtaining assistance during emergencies from emergency services organizations and local government agencies

During emergencies, local government agencies, including emergency services, can be obtained via the local emergency management office or through the local emergency communication center. The Incident Commander will authorize the procurement of these agencies. The local emergency management office information:

<b>Emergency Management Office</b>
Madison County Fire Coordinator 911
Oneida County Fire Coordinator 911
Additional Emergency Contacts: Appendix 2

Additional Agency Contact information is in Appendix 2: Emergency Agency Contact Information and is included in each Building ERP.

#### **B. Procedures for obtaining advice and assistance from local government officials including the county or city officials responsible for implementation of Article 2-B of the Executive Law**

The Oneida City School District will rely on the advice of the local emergency management office listed above.

#### **C. A system for informing all educational agencies within the District of a disaster**

The Oneida City School District will notify any appropriate educational agencies within its boundaries as well as adjacent to its boundaries in the case of a disaster that would affect any of these agencies. The Incident Commander will determine the extent of notification and delegate its delivery. A list of these agencies and the contact information is located in Emergency Agency Contact Information - Appendix 3.

#### **D. Maintaining accurate information about each educational agency of the Oneida City School District.**

The following information for each educational agency located within the district is included in Emergency Agency Contact Information - Appendix 3 as well as the confidential Building-level Safety Plans:

- School population
- Number of staff
- Transportation needs, and
- Business and home telephone numbers of key officials of each such educational agency

The Administrator for Technology and Special Programs will ensure that this information is current and accurate.

## **SECTION V: PREVENTION AND INTERVENTION STRATEGIES**

### **Policies and procedures related to school building security, including, where applicable, the use of school safety officers and/or security devices or procedures**

The Oneida City School District utilizes reference checks and fingerprinting according to SAVE requirements for all staff.

Each instructional building will maintain their respective security policies and procedures, as appropriate, that may be found in the confidential Building-level Plan.

#### **Security Measures:**

- All school building doors locked with proximity card reads and single point of entry in all buildings;
- Visitor Sign In: Identify & Log Visitors including the purpose & location of visit;
- Identification Badges – used at all school buildings to identify authorized visitors to the school building;
- ID Badges for all district staff;
- Substitute Badges;
- Full time armed District-wide School Resource Officer;
- Hall Monitoring – general expectation of staff to monitor halls, as needed;
- Security cameras (CCTV) – Cameras are installed throughout the district. All video feeds are recorded on site at each school building with all locations able to be monitored at HS Security Office, Maintenance Director's office and Administrator for Technology's office.
- Fingerprinting – background checks for all new hires after July 1, 2001;
- SchoolMessenger Emergency Alert System;
- Memorandum of Understanding among law enforcement agencies, the Madison-Oneida BOCES and its component school districts as of Summer 2011;
- Dignity for All Students Act;
- Code of Conduct and other appropriate policies;
- Protective Barriers added to certain areas of each school.

#### **B. Policies and procedures for the dissemination of informative materials**

The District recognizes that the most current data caution against profiling students who have the potential for violence. However, it also acknowledges the need to identify youth at risk and to provide the necessary support services to all students, beginning at an early age. The District therefore will maintain resources on the early detection of potentially violent behaviors, maintain a team of qualified staff to evaluate threats and other potentially violent behaviors.

The Oneida City School District is committed to the use of interpersonal violence prevention education for all students, when available. Annual Violence Prevention training is conducted for instructional and support staff. The Oneida City School District may distribute violence prevention information via newsletter, handouts, meetings and district website as appropriate.

#### **C. Prevention and intervention strategies**

The Oneida City School District currently provides, but is not limited to, the following programs to improve communication and increase violence prevention and intervention:

Revised: December 29, 2020; BOE Reviewed: TBD  
BOE Approved: TBD

**Oneida City School District – SAVE Plan 2020-21**

<ul style="list-style-type: none"><li><input type="checkbox"/> Character Education</li><li><input type="checkbox"/> School Services Program</li><li><input type="checkbox"/> Student Government</li><li><input type="checkbox"/> Counseling Services</li><li><input type="checkbox"/> Student Behavior Plans</li><li><input type="checkbox"/> Dignity For All Students Act</li><li><input type="checkbox"/> Elementary – Empower Me</li></ul>	<ul style="list-style-type: none"><li><input type="checkbox"/> Rachel's Challenge</li><li><input type="checkbox"/> CPI - Crisis Prevention Intervention</li><li><input type="checkbox"/> Conflict Resolution</li><li><input type="checkbox"/> Writing Behavior Plans</li><li><input type="checkbox"/> Counseling</li><li><input type="checkbox"/> At Risk Identification and Interventions</li><li><input type="checkbox"/> District-wide School Resource Officer</li></ul>
---	---

**D. Strategies for improving communication among students and between students and staff, and for the reporting of potentially violent incidents**

The Oneida City School District recognizes that communication is a vital key in the prevention and intervention of violence in schools. To that end, the Oneida City School District will continue to explore programs based on program needs. All requirements as outlined in the Dignity for All Students Act have been implemented.

The district referral process is utilized for the reporting of potentially violent incidents according to the building chain of command and following the Oneida City School District Code of Conduct. Additionally, student counselors are available each day for students to share information where the source can remain confidential.

## SECTION VI: RECOVERY

### A. Continuity of Operations Plan (COOP)

Ensure there is a Continuity Operations Plan (COOP) in place by the district to ensure primary essential functions, i.e. continuation of learning, staff protocols, core operations, payroll.

### B. Post-Incident Response

The Post-Incident/Crisis Response Team will meet within a reasonable time following an incident to evaluate and assess the response and make appropriate changes to the building level response plan. Any changes made to the building level response plan need to be updated on the district-level copy of the plan.

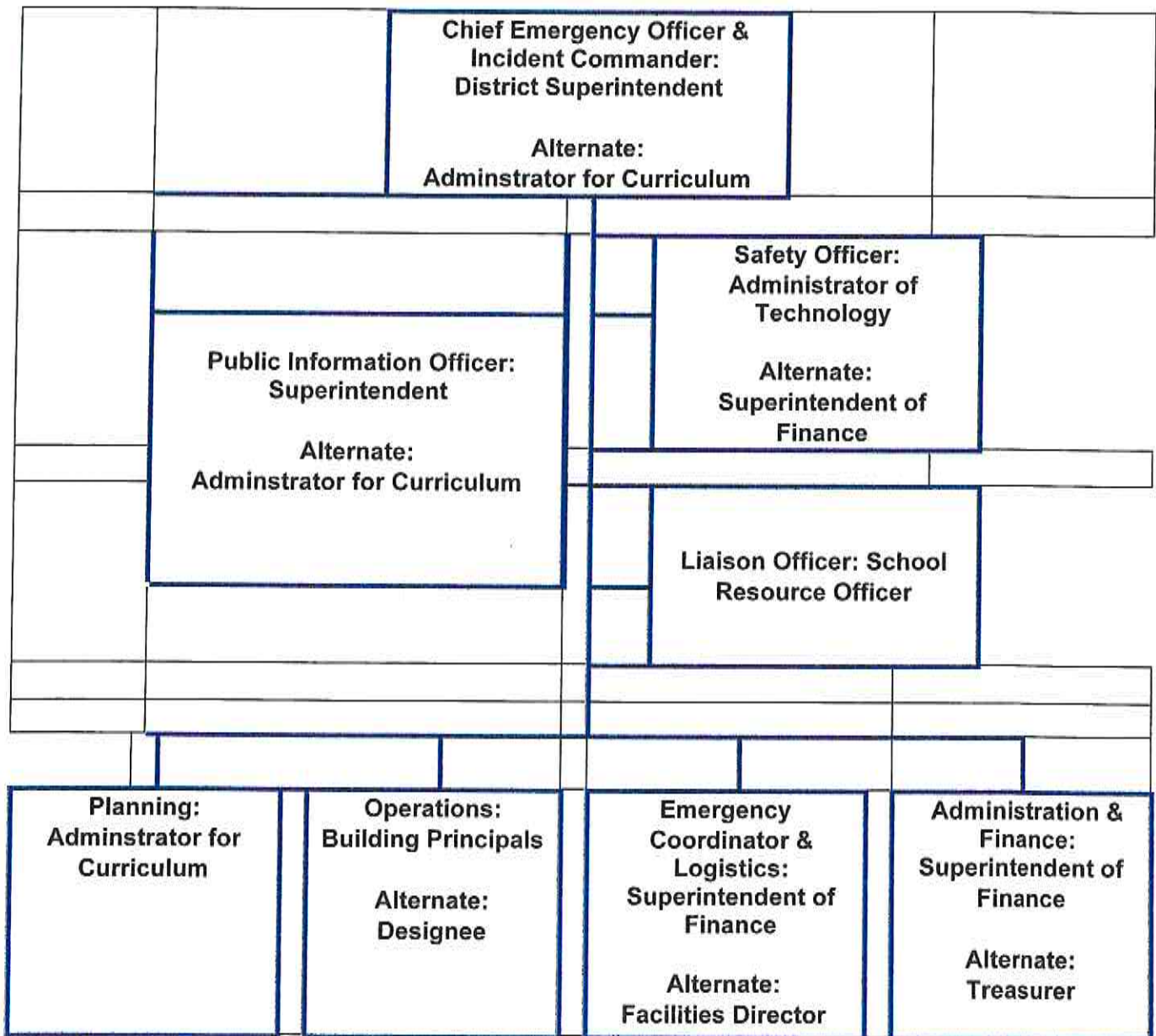
### C. Disaster Mental Health Services

The Superintendent, or his/her designee, will assist in the coordination of Disaster Mental Health Resources and the implementation of the Crisis Response Plan.

During the recovery phase of an incident, the District will reevaluate its current violence prevention and school safety activities and consider what the school can do to improve its plan.

## Appendix 1: District-Level Incident Command

In many ways, Incident Command has been in place since the formation of the first modern schools. In an emergency, the principal assumes control or management responsibility, and activates others as needed. For relatively small incidents, the principal may perform *all* the roles of the ICS structure. In a large-scale incident, the following chart describes the roles of district staff.



## Oneida City School District Incident Command

### **Chief Emergency Officer & Incident Commander — District Superintendent**

- Responsible for the direction of the District response in a district-wide emergency (District Superintendent) or the building response in a building-level emergency (Building Administrator). Facilitating training, ensuring build-level safety plans are updated and drills conducted annually, aid in security policy development and security technology decision-making.

### **Emergency Coordinator and Logistics – Superintendent of Finance**

- Responsible for providing all resources (personnel, equipment, facilities, and services) required for incident resolution and carrying out decisions of the Incident Commander.

### **Public Information Officer - Superintendent or designee**

- Compiles and releases information to the news media.

### **Safety Officer - Administrator for Technology and Special Programs or designee**

- Monitors the District response in an attempt to prevent injuries from occurring to both those involved in the incident and those trying to resolve it.

### **Liaison – School Resource Officer**

- Represents the District by working with responding agencies (law enforcement, fire EMS, utilities, etc.) and other school districts that may be involved in the incident.

### **Incident Log – Secretary to the Superintendent**

- Keeps a written log of all incident events and updates appropriate command post personnel on significant developments.

### **Operations - Building Principals**

- Responsible for directing the implementation of action plans and strategies for incident resolution.

### **Planning/Intelligence – Administrator for Curriculum**

- Responsible for collecting, evaluating and disseminating the information needed to measure the size, scope and seriousness of an incident and to plan a response.

### **Administration/Finance – Assistant Superintendent for Finance**

- Responsible for all cost and financial matters related to the incident.

### **Physical Plant – Maintenance Supervisor**

- Responsible for coordinating mechanical systems such as HVAC, power, etc.

## Appendix 2: Emergency Agency Contact Information

In an emergency, dial 911. They will dispatch the appropriate response agencies. In non-emergency situations, contact the following:

AGENCY	TELEPHONE NUMBERS	SECONDARY NUMBERS
Oneida City Police	911	315-363-2323
NYS State Police	911	315-366-6000
Oneida City Fire Department	911	315-363-1910
Oneida Castle Fire Department	911	315-363-4406
Oneida County Sherriff's	911	315-736-0141
Madison County Sherriff's	911	315-366-2318
Durhamville Fire Department	911	315-363-0851
Wampsville Fire Department	911	315-363-2090
Vineall Ambulance Service	911	315-361-1000
Oneida City Hospital	315-363-6000	
Madison County Mental Health	315-336-2215	
Poison Control	1-800-222-1222	
Verizon Telephone	315-890-7711	
National Grid Electric	1-800-867-5222	
National Grid Gas	1-800-867-5222	
Oneida Water Department	315-363-1490	
Department of Public Works	315-363-4800	315- 363-7222
City of Oneida Mayor's Office		315-363-4800 Ext. 137
Public Safety Commissioner		315-363-9111
Fire Chief		315-363-1910
Police Chief		315-363-9111
City Engineer		315-363-4800
Assistant City Engineer		315-363-4800
Sanitary Engineer		315-363-4800
Water Superintendent		315-363-1490
Madison-Oneida BOCES Risk Management Jack Angrisano	315-361-5573	
Madison County Health Department	315-366-2361	
Oneida County Health Department	315 - 798-5747	



### Appendix 3: District Emergency Contact Information

Listing of all school buildings covered by the Oneida City School District safety plan with names of buildings, contact names and telephones numbers of building staff. Home telephone numbers are maintained in the District Office for reasons of confidentiality.

<b>Oneida City Schools</b>			
<i>District Office</i>	<i>Mary-Margaret Zehr</i>	<i>Superintendent</i>	<i>315-363-2550 Ext 2001</i>
<i>District Office</i>	<i>Jessica Poyer</i>	<i>Adminstrator for Curriculum, Instruction and Assessment</i>	<i>315-363-2550 Ext 2002</i>
<i>District Office</i>	<i>Jim Rowley</i>	<i>Business Administrator</i>	<i>315-363-2550 Ext 2003</i>
<i>Technology Office Located at Oneida High School</i>	<i>Genevieve Brauner</i>	<i>Administrator for Technology and Special Programs</i>	<i>315-363-6901 Ext 2517</i>
<i>Main Office Oneida High School</i>	<i>Matthew Ware</i>	<i>School Resource Officer</i>	<i>315-363-6901</i>
<i>District Office</i>	<i>Peter Gleason</i>	<i>Psychologist</i>	<i>315-363-2550 Ext 2012</i>
<i>District Office</i>	<i>Jamie Cleveland</i>	<i>Psychologist</i>	<i>315-363-2550 Ext 2013</i>
<i>Maintenance Facility</i>	<i>Bernie Sharlette</i>	<i>Supervisor–Buildings &amp; Grounds</i>	<i>315-363-8555 Ext 2030</i>
<i>Costello Transportation Bldg.</i>	<i>Mike Klenotiz</i>	<i>Supervisor-Transportation</i>	<i>315-363-5470 Ext 2052</i>
<i>Oneida High School</i>	<i>Holly Ackerman</i>	<i>Supervisor-Food Service</i>	<i>315-363-6900 Ext 2580</i>
<i>Private Practice</i>	<i>Bassett Healthcare Network</i>	<i>School Physicians</i>	<i>315-231-5400</i>

### Appendix 4: District Data for Evacuations

<b>Building</b>	<b>Name</b>	<b>Title</b>	<b>Phone</b>
<b>Oneida High School</b> 591 Students/84 Staff 675 total 12 buses	Kevin Healy	<i>Executive Principal</i>	315-363-6901 Ext 2500
	Danielle Mullen	<i>Assistant Principal</i>	315-363-6901 Ext 2501
	Stacey Tice	<i>Assistant Principal</i>	315-363-6901 Ext 2506
<b>Otto Shortell Middle School</b> 438 Students/ 65 Staff 504 total 9 buses	Amanda Larson	<i>Principal</i>	315-363-1050 Ext 1500 315-363-1050 Ext 1502
<b>Durhamville Elementary</b> 240 Students/ 44 Staff 284 total 5 buses	Brian Gallagher	<i>Principal</i>	315-363-8065 Ext 3500
<b>North Broad Elementary</b> 220 Students/ 37 Staff 257 total 5 buses	Eric Coriale	<i>Principal</i>	315-363-3650 Ext 4500
<b>Seneca Street Elementary</b> 193 Students/ 35 Staff 228 total 4 buses	Penny Houser	<i>Principal</i>	315-363-3930 Ext 6500
<b>Willard Prior Elementary</b> 218 Students/ 49Staff 267 total 5 buses plus 1 w/c bus.	Moira Yardley	<i>Principal</i>	315-363-2190 Ext 7500

<b>NON-PUBLIC &amp; DAY CARE</b>			
<b>St. Patrick's School</b> 64 students/15 staff total 79 2 buses	Kristen Healt	<i>Principal</i>	315-363-3620
<b>Oneida Area Day Care</b> 70 students 25 staff 95 total 2 buses	Jill Mitchell	<i>Director</i>	315-363-0080
<b>Holy Cross Academy</b> 70 students 22 staff total 92 2 buses	Terry Maciag	<i>Principal</i>	315-363-1669

## APPENDIX 5: Notification and Activation

In the event of a disaster or an act of violence, the Oneida City School District Superintendent, or his designee, will be notified as appropriate.

In the event of a violent incident, the Superintendent will contact appropriate law enforcement officials through the 911 system. A list of local law enforcement agencies and of those individuals who are authorized to contact the law enforcement agencies is included in the appendix of each Building-level Emergency Response Plan.

The Superintendent will notify all educational agencies within the district in the event of an emergency by use of telephone, fax, email, or other appropriate communication. Parents, guardians or persons in parental relation to the students will be notified in the event of a violent incident or an early dismissal by means of local media including television channel(s) and radio station(s). When appropriate staff will contact parents using the information provided on students' emergency contact cards.

RADIO/TV STATION	TELEPHONE NUMBER
<b>UTICA:</b>	
WIBX 950/WLZW Lite 98.7/ WFRG 96 Frog/ODZ Oldies 96/WRUN	315-272-2846
WKTV Ch.2	315-793-3475
<b>SYRACUSE:</b>	
WIXT-TV - Channel 9	315-446-9999 Ext. 2277 or Ext. 2261 1-800-724-9498
News 10 Now	315-234-1010 Ext 2
WSTM-TV Ch. 3	315-477-9660 or 477-9446
WNTQ-93Q	315-472-0200

**Appendix 6: Oneida City School District Risk PROBABILITY CHECKLIST**

	YES	NO	COMMENT
1. Has your region ever been short of water due to drought conditions? Natural Hazard: Drought and Extreme Heat		X	
2. Have you ever felt an earthquake tremor while in your community? Natural Hazard: Earthquake	X		
3. Do you live in or adjacent to a major forest region? Natural Hazard: Forest Fire		X	
4. Have forest fires ever occurred within 25-mile radius of your district? Natural Hazard: Forest Fire		X	
5. Has your community ever experienced a winter storm? Natural Hazard: Winter Storms and Blizzards.	X		
6. Are severe winter storms a frequent occurrence? Natural Hazard: Severe Storms and Blizzards.		X	
7. Is your community in an area visited by thirty or more thunderstorms per year? Natural Hazard: Severe Thunderstorms		X	
8. Do you live in a state with a coastline on the Atlantic Ocean or Gulf of Mexico? Natural Hazard: Hurricane		X	
9. Has your state ever been crossed by the path of a hurricane? Natural Hazard: Hurricane		X	
10. Do tornadoes present a major or moderate risk to your region? Natural Hazard: Tornado		X	
11. Do you live in a western state that has been or might be affected by ash fall from a volcanic eruption? Natural Hazard: Volcanic Hazard		X	
12. Do you live in a state having great or moderate risk from landslides occurring? Natural Hazard: Landslide		X	
13. Is your district located in a valley downstream from a man-made dam? Natural Hazard: Mudflow	X		Earthen Dam behind Oneida Hospital
14. Is your district on or near a river or stream floodplain? Natural Hazard: Flood and Flash Floods	X		May affect transportation
15. Have floods or flash floods ever affected your home or community? Natural Hazard: Floods and Flash Floods	X		May affect transportation
16. Is your district within a few miles of a main highway, waterway or railroad line? Technological Hazard: Transportation Accident	X		Route 365, 5, 46, 13, 31, Conrail and NYS Thruway
17. Are there any factories, warehouses, or disposal areas near your community, which produce or use toxic chemicals or other hazardous materials? Technological Hazard: Hazardous Materials	X		Ammonia storage HP Hood
18. Have major transportation accidents ever disrupted traffic patterns in your community?		X	
19. Is your district within a fifty-mile radius of a nuclear power facility? Technological Hazard: Radiological Incident	X		9 Mile NPP, Scriba, NY
20. Are there any radioactive waste dump sites in your state? Technological Hazard: Radiological Incident		X	
21. Has your community ever experienced a Pandemic	X		COVID 19 March 2020

## Appendix 7: Public Health Emergencies

### **Oneida City School District Continuation of Operations Plan Site Essential Employees Protocols**

[In the event the NYS Governor declares a public health emergency involving a communicable disease as per NYS legislation S8617B/A10832]

#### **Definitions**

**Personal protective equipment** shall mean all equipment worn to minimize exposure to hazards, including gloves, masks, face shields, foot and eye protection, protective hearing devices, respirators, hard hats, and disposable gowns and aprons. (As required based on job duties and/or Public Health Department recommendations)

**Site-Essential** shall refer to a designation made that a public employee or contractor is **required to be physically present** at a work site to perform his or her job.

**Non-site-essential** shall refer to a designation made that a public employee or contractor is **not required to be physically present** at a work site to perform his or her job.

**Communicable disease** shall mean an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host.

**Retaliatory action** shall mean the discharge, suspension, demotion, penalization, or discrimination against any employee or other adverse employment action taken against an employee in the terms and conditions of employment.

#### **Telework for site-essential and non-site essential employees**

Employees not required to be on-site to perform their job functions will have the option to telework if approved by their supervisor. The District will provide hardware and software that will enable telework, to the greatest extent possible.

#### **Staggered work shifts**

If necessary, the District will assess in-person capacity and conditions to stagger work shifts to reduce workforce density at worksites.

#### **Personal Protective Equipment**

Employees and contractors are encouraged to provide their own personal protective equipment if appropriate for the situation (e.g., face masks). However, as necessary, the District will provide personal protective equipment (as appropriate to their job and exposure) to each site-essential employee and contractor during any given work shift. The District will procure and maintain a supply of PPE as availability permits, as well as cleaning supplies, signage, and other pandemic-related items. Principals, Directors and Department Heads may requisition for supplies.

### **Protocol**

The District will follow all procedures and protocols communicated by New York State, Madison County Department of Health and Oneida County Department of Health as appropriate, for preventing the contraction or spread of the communicable disease identified in the public health emergency. These procedures and protocols will be communicated through the District website, robo call/email, and/or other means as appropriate. Health screenings, including daily temperature checks, and completion of a screening questionnaire, are required for staff, students, and visitors to enter our buildings. Anyone who has a positive response on the screening questionnaire must not come to school/work or be isolated from others and sent home immediately. If a person is isolated, the school will supervise the student or staff member in the isolated area while awaiting transport home. Schools should refer such persons to a healthcare provider and provide resources on COVID-19 testing.

Students and staff exhibiting signs of COVID-19 with no other explanation for the symptoms should be sent to the school health office for an assessment by the school nurse. If a school nurse is not available, the school will contact the parent/guardian to come pick up their ill child or send the staff member home.

If an employee or contractor tests positive for such disease, school administrators will collaborate and coordinate with local health officials to assess levels of community transmission and the extent of close contacts (contact tracing) of the individual who tested positive.

The District will immediately and thoroughly disinfect the work area, common area surface and shared equipment of an area that was impacted by the public health emergency.

The District will share all available leave opportunities in the event of the need of an employee to receive testing, treatment, isolation, or quarantine.

### **Communication**

The District may need to implement short-term closure procedures regardless of community spread if an infected person has been in a school building. If this happens, the District will adhere to the prevailing CDC and DOH guidance for cleaning and disinfecting affected areas, and notify individuals impacted.

The District will follow the most current guidance from the health department in assessing when staff may report to work in person.

The District will comply with its policies and procedures as well as state and federal law pertaining to leave should an employee need to receive testing, treatment, isolation, or quarantine. Such protocol shall not involve any action that would violate any existing federal, state, or local law, including regarding sick leave or health information privacy.

### **Transit employees and contractors**

The District will utilize the mandated daily health screening questionnaire, building sign-in sheets, electronic door access records, and other protocols consistent with CDC and DOH guidelines.

### **Emergency housing**

Not applicable. District employees are not expected to remain at the worksite and may return home after work each day.

**List and Description of Site-essential Positions and Titles and Justification**

The following titles and positions are considered Site-essential in the event of a declared public health emergency.

Title/Position	Justification/Responsibility	Building
Superintendent	Manage District operations.	District Wide
Assistant Superintendent for Finance	Oversees payroll, transportation, buildings and grounds, and cafeteria.	District Wide
Director of Transportation	Provides necessary transportation.	District Wide
Director of Buildings and Grounds	Clean, disinfect and maintain building operations.	District Wide
Food Service Manager	Provide breakfast and lunch to students.	District Wide
Administrator for Technology & Special Programs	Technology and communications.	District Wide
Administrator for Curriculum, Instruction, & Assessment	Curriculum and Instruction.	District Wide
Building Principal as determined by Superintendent	Manages building operations and grade level instruction	District Wide
Food service, maintenance, nursing staff, and transportation employees as determined by director	Provides services necessary to continue operations.	District Wide
Technology department as determined by Administrator for Technology & Special Programs	Provides technology services necessary to continue operations.	District Wide
School Resource Officer	Provides safety, security, and student services support.	District Wide

## Appendix 8: Training for Staff and Students

The school understands the importance of training, drills, and exercises in being prepared to deal with an incident. To ensure that school personnel and community responders are aware of their responsibilities under the School ERP, the following training and exercise actions should occur.

Violence prevention, intervention, and response staff development programs for instructional and support staff will be included in Superintendent's Conference Day plans or as otherwise scheduled. Emergency steps and procedures will be reviewed with instructional and support staff at least annually.

At a minimum, the school will conduct the following exercises/drills annually:

1. The annual "Go Home" Drill will be conducted by May 1st of each year as determined by the District Superintendent in consultation with the superintendents of schools.
2. Incident Command System (ICS) Training (Recommended) – Training should be completed prior to assignment to an ICS role. Online training is available through the FEMA Independent Study Program at [www.training.fema.gov](http://www.training.fema.gov). ICS classes are offered through the NYS Division of Homeland Security and Emergency Services (DHSES) at [www.dhSES.ny.gov](http://www.dhSES.ny.gov). Or by contacting your local emergency management agency.
3. The Principal and Building Level Safety Team will: review ERP with staff; conduct full staff and student briefings on roles to perform during an emergency; ensure all staff have been briefed in the communications and notifications requirements set forth in the ERP
4. During each school year, the following exercise will be conducted with record maintained on Safety Training Log: Appendix H in the Building Response Plans:

Description of training, drill or exercise	Date
Building Level Safety/Response Team Meetings	Recommended Quarterly
Got to Go Bag Review	At Least Quarterly
"Go Home" drill – Students and Staff – Friday before Spring break	Spring
Fire drills	As required by law
Right-to-Know	Annually by December 1 <sup>st</sup>
Blood-borne Pathogens	Annually by December 1 <sup>st</sup>
FEMA Training	As needed
Tabletop Exercises – NYSP, Madison County Sherriff's	Annually by December 1 <sup>st</sup>
Lockdown Drills 4-minimum	As required by law
Elementary Lock Out	Annually by June 1 <sup>st</sup>
Emergency Response Training to Mental Health and Violence Prevention – All Staff	Annually by September 15th

By Regulation: Each building will practice at least one component of their emergency plan at least annually.



## Oneida City School District – SAVE Plan 2020-21

- [Section 807](#) of the Education Law mandates that pupils must receive instruction on how to exit the building in the shortest possible time without confusion or panic. The instruction must be in the form of drills or rapid dismissals and must include a minimum of eight drills each school year.
- [Section 807](#) of the Education Law mandates that pupils must receive instruction on lockdown drills. A minimum of four lockdown drills per building shall be conducted each school year.
- [Section 807](#) of the Education Law mandates that the person in charge of any after school event must notify attendees before of any event of the building's emergency procedures.
- [Section 807](#) of the Education Law mandates that one drill during lunch or assembly or instruction on how to evacuate during lunch or assembly be conducted.
- [8 NYCRR Section 155.17 \(e\)\(3\)](#) - each building level emergency response plan shall be tested including sheltering and early dismissal (no earlier than 15 minutes before normal dismissal).

At least once a year on a Superintendent's Day or other scheduled time, a tabletop drill for each instructional building will be implemented involving representative instructional and support staff. When appropriate, and at the discretion of the District-wide Team, the district will coordinate drills and/or exercises with local and county emergency response and preparedness officials.

The District will conduct emergency response training for staff and students by reviewing procedures appropriate to hazardous situations that may include those that are weather-related, criminal in nature, environmental, or failure of a building system. The procedures will be explained and practiced in a variety of ways including early go-home drill; tabletop exercise; live drill; and Emergency Management Team exercise.

The Building Level Response Team will evaluate the response along with the facilitators and determine if modifications to the plan are necessary. Evaluations may be conducted through post-drill debriefing or written evaluation summaries.

# Oneida City School District

## Continuation of Operations Plan

### Site Essential Employees Protocols

[In the event the NYS Governor declares a public health emergency involving a communicable disease as per NYS legislation S8617B/A10832]

#### Definitions

**Personal protective equipment** shall mean all equipment worn to minimize exposure to hazards, including gloves, masks, face shields, foot and eye protection, protective hearing devices, respirators, hard hats, and disposable gowns and aprons. (As required based on job duties and/or Public Health Department recommendations)

**Site-Essential** shall refer to a designation made that a public employee or contractor is **required to be physically present** at a work site to perform his or her job.

**Non-site-essential** shall refer to a designation made that a public employee or contractor is **not required to be physically present** at a work site to perform his or her job.

**Communicable disease** shall mean an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host.

**Retaliatory action** shall mean the discharge, suspension, demotion, penalization, or discrimination against any employee or other adverse employment action taken against an employee in the terms and conditions of employment.

#### Telework for site-essential and non-site essential employees

Employees not required to be on-site to perform their job functions will have the option to telework if approved by their supervisor. The District will provide hardware and software that will enable telework, to the greatest extent possible.

#### Staggered work shifts

If necessary, the District will assess in-person capacity and conditions to stagger work shifts to reduce workforce density at worksites.

#### Personal Protective Equipment

Employees and contractors are encouraged to provide their own personal protective equipment if appropriate for the situation (e.g. face masks). However, as necessary, the District will provide personal protective equipment (as appropriate to their job and exposure) to each site-essential employee and contractor during any given work shift. The District will procure and maintain a supply of PPE as availability permits, as well as cleaning supplies, signage, and other pandemic-related items. Principals, Directors and Department Heads may requisition for supplies.

#### Protocol

The District will follow all procedures and protocols communicated by New York State, Madison County Department of Health and Oneida County Department of Health as

appropriate, for preventing the contraction or spread of the communicable disease identified in the public health emergency. These procedures and protocols will be communicated through the District website, robo call/email, and/or other means as appropriate. Health screenings, including daily temperature checks, and completion of a screening questionnaire, are required for staff, students, and visitors to enter our buildings. Anyone who has a positive response on the screening questionnaire must not come to school/work or be isolated from others and sent home immediately. If a person is isolated, the school will supervise the student or staff member in the isolated area while awaiting transport home. Schools should refer such persons to a healthcare provider and provide resources on COVID-19 testing.

Students and staff exhibiting signs of COVID-19 with no other explanation for the symptoms should be sent to the school health office for an assessment by the school nurse. If a school nurse is not available, the school will contact the parent/guardian to come pick up their ill child or send the staff member home.

If an employee or contractor tests positive for such disease, school administrators will collaborate and coordinate with local health officials to assess levels of community transmission and the extent of close contacts (contact tracing) of the individual who tested positive.

The District will immediately and thoroughly disinfect the work area, common area surface and shared equipment of an area that was impacted by the public health emergency.

The District will share all available leave opportunities in the event of the need of an employee to receive testing, treatment, isolation, or quarantine.

### **Communication**

The District may need to implement short-term closure procedures regardless of community spread if an infected person has been in a school building. If this happens, the District will adhere to the prevailing CDC and DOH guidance for cleaning and disinfecting affected areas, and notify individuals impacted.

The District will follow the most current guidance from the health department in assessing when staff may report to work in person.

The District will comply with its policies and procedures as well as state and federal law pertaining to leave should an employee need to receive testing, treatment, isolation, or quarantine. Such protocol shall not involve any action that would violate any existing federal, state, or local law, including regarding sick leave or health information privacy.

### **Transit employees and contractors**

The District will utilize the mandated daily health screening questionnaire, building sign-in sheets, electronic door access records, and other protocols consistent with CDC and DOH guidelines.

### **Emergency housing**

Not applicable. District employees are not expected to remain at the worksite and may return home after work each day.

**List and Description of Site-essential Positions and Titles and Justification**

The following titles and positions are considered Site-essential in the event of a declared public health emergency.

<b>Title/Position</b>	<b>Justification/Responsibility</b>	<b>Building</b>
Superintendent	Manages District operations.	District Wide
Assistant Superintendent for Finance	Oversees payroll, transportation, buildings and grounds, and cafeteria.	District Wide
Director of Transportation	Provides necessary transportation.	District Wide
Director of Buildings and Grounds	Cleans, disinfects and maintains building operations.	District Wide
Food Service Manager	Provides breakfast and lunch to students.	District Wide
Administrator for Technology & Special Programs	Manages Technology and Communications.	District Wide
Administrator for Curriculum, Instruction, & Assessment	Manages Curriculum and Instruction.	District Wide
Building Principal as determined by Superintendent	Manages building operations and grade level instruction.	District Wide
Food service, maintenance, nursing staff, and transportation employees as determined by director	Provides services necessary to continue operations.	District Wide
Technology department as determined by Administrator for Technology & Special Programs	Provides technology services necessary to continue operations.	District Wide
School Resource Officer	Provides safety, security and student services support.	District Wide

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: OCSD 2021 CAPITAL IMPROVEMENT PROJECT: A/E CONTRACT**  
**DATE: JANUARY 12, 2021**

We are recommending approval of the attached Oneida City School District 2021 Capital Improvement Project: A/E Contract as submitted.

**RECOMMENDED ACTION**

**Motion to approve the OCSD 2021 Capital Improvement Project: A/E Contract as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A\_\_\_\_ N\_\_\_\_



# AIA<sup>®</sup> Document B132™ – 2009

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

**AGREEMENT** made as of the 30th day of December in the year 2020  
(*In words, indicate day, month and year.*)

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

Oneida City School District  
565 Sayles Street  
Oneida, New York 13421

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

King + King Architects LLP  
358 West Jefferson Street  
Syracuse, New York 13202

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

Oneida City School District  
2021 Capital Improvement Project  
K+K Project # 21-44-7082

- High School
- Otto Shortell Middle School
- Willard F. Prior Elementary
- North Broad Elementary
- Seneca Street Elementary
- Durhamville Elementary
- Transportation Building

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

Construction Associates, LLC  
2731 Brundage Road  
Baldwinsville, NY 13027

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

This document is intended to be used in conjunction with AIA Documents A132™–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.

## 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
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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 Exhibit A regarding the scope and budget for the Project.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

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

§ 1.1.2 The Project's physical characteristics: See Exhibit A  
*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

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

§ 1.1.4 Below is a schedule for the performance of the Architect's services. The schedule includes anticipated completion dates for various aspects of the Project described in the Initial Information. The schedule takes into account periods of time required for the Owner's review; for the performance of the Owner's consultants (if any), and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by the schedule shall not, except by mutual agreement in writing, be exceeded by the Architect or Owner.

**Successful Vote: 12/9/20**

Init.

**Schematic Design Phase:** January '21 – February '21

**Design Development Phase:** March '21 – April '21

**Construction Document Phase:** May '21 – December '21\*

- Note: This assumes an approximate NYSED submission in September '21. The anticipated NYSED review timeframe is 3-months.

**Bidding Phase:** January '22 – March '22\*

- Note: This assumes the NYSED timeframe, noted above, is maintained. This timeframe includes time for bidding, review of bids and award of bids.

**Construction Administration Phase:** Spring '22 – Spring '24

*(Paragraph deleted)*

- Note: The Architect and Construction Manager shall collaborate and create an additional schedule including anticipated completion dates for construction.

§ 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.)*

§ 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 Owner has completed its AHERA Report which is on file at the School District offices and available for Architect's use and consideration during the design.

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

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

Mary-Margaret Zehr  
Superintendent of Schools  
Oneida City School District  
565 Sayles Street  
Oneida, New York 13421

§ 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.)*

NA

Init.



§ 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.

.2

.3

.4

.5

.6

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

Jason Benedict, Partner  
Tanya Destito, Project Manager  
King + King Architects LLP  
358 West Jefferson Street  
Syracuse, NY 13202

§ 1.1.12 The Architect shall identify all consultants retained to assist on the Project 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:

Init.

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User Notes:

(1831941960)

.1 Structural Engineer:

IE Solutions (1721 Black River Blvd., Rome, New York 13440)

.2 Mechanical Engineer:

FS Engineering (721 East Genesee St., Syracuse, New York 13210)

.3 Electrical Engineer:

FS Engineering (721 East Genesee St., Syracuse, New York 13210)

.5 Hazardous Materials:

Barton & Loguidice (443 Electronics Parkway, Liverpool, New York 13088)

.6 SWPPP/Landscape Architects:

Appel Osborne Landscape Architects (102 W. Division St., Suite 100, Syracuse, New York 13204)

.7 Kitchen Equipment Design:

Fetech, Inc. (P.O. Box 464, Canastota, New York 13032)

Other than the consultants identified above, no additional consultants may be retained for this project unless agreed to in writing by the Owner.

§ 1.1.12.2 Consultants retained under Additional Services:

[Architect to identify individual or firm responses prior to execution of contract.]

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

None

*(Paragraph deleted)*

**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. All references to AIA Document C132- 2009, Standard Form of Agreement between Owner and Construction Manager, shall mean such Standard Form of Agreement as it may be modified by the Owner and Construction Manager in writing and coordinated with the Owner-Architect Agreement. The Owner Will promptly provide a copy of the Construction Manager's Agreement to the Architect, including any modifications thereto.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. If at any time during the Project any such representative becomes unacceptable to the Owner (on any lawful basis), the Architect will replace him/her with another representative who is mutually acceptable to the Owner and Architect.

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

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

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

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

Including Bodily Injury and Property Damage, Damage for Premises/Operations, Products and Completed Operations and coverage provided by the General Liability coverage form CG00010 1/96 in connection with work to be completed by the Architect and all subcontractors and consultants, with the Owner named as an Additional Insured. Coverage must be provided on a per project basis.

All property damage insurance shall include coverage for explosion, collapse and underground operations.

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

§ 2.6.3 Umbrella Liability Insurance:

Each Occurrence Limit	\$7,000,000
Aggregate	\$7,000,000

The Umbrella Liability Insurance coverage shall provide additional limits of liability over and above the General Liability and Automobile Liability coverages required by this Agreement.

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

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

§2.6.6 Owner's Protective Liability Insurance with the Owner listed as the Named Insured:

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

*(Paragraph deleted)*

§ 2.6.7 The Architect shall provide to the Owner for each of the insurance coverages required herein one original or one certified copy of the original policy of insurance, including all endorsements, plus one certificate of insurance, with a brief description of the project or service. The policies and certificates shall show the Owner as an additional

insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies, and as the Named Insured on the Owner's Protective Liability Insurance policy. All such insurance shall be written without expense to the Owner by an insurance company authorized to provide insurance in the State of New York, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Architect, its subcontractors and consultants, and the Owner from liability for claims for personal injury, death and property damage which may arise from performance under this Agreement.

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

§2.6.7.2 The issuing insurance company, agents and/or authorized representatives shall set forth in writing that the insurance: (1) applies to all operations of the Architect in connection with the Work to be performed under this Agreement; (2) applies on the effective dates stated, whether or not the Agreement between the Architect and the Owner has been executed; and (3) is written in accordance with the company's regular policies and endorsements.

§2.6.7.3 Each policy must provide the Owner thirty (30) days advance written notice prior to cancellation and/or non-renewal of the policy.

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

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

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

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

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services necessary to accomplish the Owner's program and complete the Project. The Architect shall advise the Owner if it believes that any additional consultants are required to complete the Project, at the earliest possible date. Moreover, the Architect will assist the Owner in the selection of consultants (e.g., construction manager), where appropriate.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on 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 consistent with Section 1.1.4 for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include, among other items, design milestone dates, anticipated dates when cost estimates or design reviews will 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.

§ 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.

§ 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.

§ 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.

§ 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. The Architect and the Construction Manager shall work together on and agree to an estimate of the Cost of the Work prior to the Design Development Phase and shall report same in writing to the Owner. The Architect will present schematic plans to different levels of Owner's staff (for example: principal, then staff).

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

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

### § 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and the Construction Manager in the development and preparation of the Invitation to Bidders, bid forms, the General Conditions of the Contract for Construction (AIA/A232-2009 version) and Supplemental Conditions as required, suggested Legal Notices, and the form of the Agreement between Owner and Contractor (AIA/A132-2009). Upon the request of the Owner, the Owner's attorney shall review the proposed bidding and contract documents for legal sufficiency and the Architect shall make such modifications as the Owner's attorney deems to be in the interest of the Owner. However, notwithstanding the foregoing, the Architect's assistance and cooperation with the Construction Manager will not relieve the Construction Manager of responsibility to prepare the Invitation to Bidders, bid forms, General Conditions of the Contract for Construction and Supplemental Conditions and the form of Agreement between Owner and Contractor, which responsibility is primarily that of the Construction Manager.

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

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

### § 3.5 Bidding Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids in accordance with New York General Municipal Law, including without limitation the preparation of all notices and advertisements required thereby; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents described in Section 3.4.3.

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

- .1 facilitating the 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. The Architect shall also advise the Owner on the acceptability of apparent low bidders.

*(Paragraphs deleted)*

§ 3.5.2.4 If the lowest responsible bid, or the aggregate of the lowest responsible bids in the case of multiple prime

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contracts, submitted by qualified contractor(s), exceeds the limits of the Owner's budget for Cost of the Work, the Owner at its option shall:

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

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

**§3.5.2.5** If the Owner chooses to proceed under Section 3.5.2.4.3, the Architect and the Owner will reach mutual agreement on the schedule and additional fees for the Architect's services and the Architect shall make such modifications to the Construction Documents as may be necessary to bring the Contract Cost within the fixed limit, and shall perform such services with respect to approval of the State Education Department as are required and rebid the Project as mutually agreed. The Architect shall be entitled to compensation in accordance with this Agreement for all compensable services performed whether or not the Construction Phase is commenced.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified by the Supplementary General Conditions, if any.

**§ 3.6.1.2** The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractors is due and at the Owner's direction from time to time until 12 months after the date of Substantial Completion of the Work. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

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

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

**§ 3.6.2.1** The Architect shall visit the site, at a minimum, of at least once every two weeks, or more if necessary, during the construction, or as otherwise required to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an Architect, and of other information received by the Architect, the Architect will exercise professional care and judgment in endeavoring to observe and report to the Owner defects or deficiencies in the work of any Contractor, Subcontractors, or their agents or employees, or any other person performing work on the



Project. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or for the Project itself shall in no way alter the Architect's obligations or the Owner's rights under this Agreement.

§ 3.6.2.2 The Architect, upon notification to the Construction Manager, shall recommend to the Owner the rejection of work which the Architect is aware does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not 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 and decide 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.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. The Architect's decisions on matters relating to aesthetic effect shall be final if corroborated by the Owner, 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 Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, and based on the Architect's observations and on its evaluations of the Contractor's Application for Payment, the Architect shall review and certify 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 the information known (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, belief and professional judgment, 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. The parties do not intend that the form or content of such Certificate shall in any way limit the obligations of the Architect or the rights of the Owner otherwise provided by this Agreement, unless specifically agreed in writing by the Owner.

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

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

#### § 3.6.4 Submittals

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

§ 3.6.4.2 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, reject or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. 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. Should a Contractor fail to make a required submittal or resubmittal (necessitated by the Architect's prior submittal rejection) and that failure could reasonably lead to a delay of the Work as set forth in the Project Schedule, the Architect shall notify the Owner of the facts and circumstances surrounding the matter and assist the Owner in taking steps necessary to compel the Contractor to make an acceptable submittal in a timely manner.

§ 3.6.4.3 If the Contract Documents specifically require the 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. To the extent permitted by New York State Law, 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.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, 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. The Architect is required to go back to the Contract Documents and update them in accordance with all Information Bulletins, Requests for Information and Change Orders.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents and shall file same with the New York State Education Department as required.

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

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

**§ 3.6.6 Project Completion**

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

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to 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.

§ 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. When applicable, the Architect shall assist the Owner in having warranty work performed by the appropriate party or parties (e.g., contractors, manufacturers, etc.). Such assistance may include, but is not limited to, notifying the appropriate individuals or corporations of their warranty obligations.

§ 3.6.6.5 The Architect shall perform such other acts and services as may be reasonably requested by the Owner in order to constitute proper administration of the Project within the meaning of Part 155.2(a)(5)(i) of the Regulations of the Commissioner of Education (8 NYCRR Chapter II). If such services materially increase the Architect's scope of services, the Architect shall be entitled to be compensated on an Additional Services basis, provided that the Architect first obtains the Owner's written consent to such Additional Services.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 The Architect shall not be entitled to any compensation for Additional Services unless agreed to in advance, in writing, by the Owner.

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Asbestos sampling/testing and air-monitoring <i>(Row deleted)</i>	Architect	Additional
§ 4.1.2 Geotechnical Studies <i>(Row deleted)</i>	Architect	Additional
§ 4.1.3 Surveying	Architect	Additional
§ 4.1.4 Storm Water Pollution Prevention Plan (SWPPP) <i>(Row deleted)</i>	Architect	Additional
§ 4.1.5 Printing costs for SED submission and Bid Documents	Architect	Additional

*(Row deleted)*

<b>§ 4.1.6 Special Insurance Requirements</b>	Architect	Additional
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*(Row deleted)*

<b>§ 4.1.7 LEED Certification</b>	Architect	Additional

*(Paragraphs deleted)*  
**§ 4.1.8** Notwithstanding anything to the contrary expressed elsewhere in this Agreement, no architectural services made necessary, in whole or in part, by the fault or omission of the Architect to perform its duties under this Agreement, shall be compensated as an Additional Service.

**§ 4.2** Intentionally Omitted.

**§ 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 Agreement shall entitle the Architect to compensation in accordance with a written amendment to this Agreement signed by the Architect and the Owner which addresses: 1) the scope of the work to be performed; 2) the Architect's fee for same; and 3) the impact of the Additional Service(s) on the Project Schedule.

*(Paragraphs deleted)*  
**§ 4.3.1** Intentionally Omitted.

**§ 4.3.2**  
*(Paragraphs deleted)*

The services described in this Article 4 are not included in Basic Services. The services described in this Article shall only be provided if authorized in writing, prior to the beginning of the Work, by the Owner; such authorization shall include the mutually agreed upon compensation or method for determining the compensation for such Additional Service. Owner shall be obliged to pay for any Additional Service only the amount determined in accordance with such prior written agreement.

*(Paragraphs deleted)*  
**ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall with the assistance of the Architect 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, as modified by

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the parties. 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. The Construction Manager shall be responsible for creating the overall Project schedule in consultation with the Architect.

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

*(Paragraph deleted)*

§ 5.5 The Owner's representative authorized to act on the Owner's behalf with respect to the Project is set forth in § 1.1.8 of this Agreement. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. It is understood that there will be some decisions that will be beyond the authority of the designated representative that require review and/or action by the Owner's Board of Education in such circumstances it is understood that making the required decision may take a longer period of time.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall compensate the Architect (as an additional service) to perform geotechnical services, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

*(Paragraph deleted)*

§ 5.8 Intentionally Omitted.

§ 5.9 The Architect, with the assistance of the Construction Manager, shall notify the Owner when to test and inspect. After notification, the Owner shall obtain and furnish tests, inspections and reports required by law or the Contract Documents when so notified by the Architect, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, 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.

*(Paragraph deleted)*

§ 5.13 Intentionally Omitted.

§ 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.

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

## ARTICLE 6 COST OF THE WORK AND PROJECT COST

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, compensation of the Construction Manager and Construction Manager's consultants, the costs of the land, rights-of-way, financing, contingencies for changes in the Work (identified as such) or other costs that are the responsibility of the Owner.

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

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information (see Exhibit A), 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 which shall be provided to the Owner in writing represent the Architect's and Construction Manager's judgment as a design professional.

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

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the 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 written recommendations to adjust the Project's size, quality or budget (including, but not limited to, design alternatives, material choices, building systems, equipment, etc.) for the Owner's consideration and approval.

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

- .1 give written approval of an increase in the budget for the Cost of the Work, so long as the overall Project Cost does not exceed the Referendum Amount; or
- .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, 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 make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates or bids that exceed the Owner's budget for the Cost of the Work, the Architect and the Owner will reach mutual agreement on the schedule and additional fees for the Architect's services and the Architect will make any required revisions to the Construction Documents or other documents necessitated by subsequent cost estimates or bids that exceed the Owner's budget for the Cost of the Work and rebid the Project as mutually agreed. Notwithstanding the foregoing, in the event of an act of God, strike, acts of public enemies, or orders from the Government of the United States, which directly impact the pricing, then the parties shall agree how to proceed with the cost of the rebid. .

## 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.

§ 7.2 Original drawings and specifications and other documents, including those in electronic form, are Instruments of Service which are the property of the Architect and/or the Architect's consultants; however, the Project is the property of the Owner, and Architect may not use the Instruments of Service for any purpose not relating to the Project without Owner's consent. Owner shall be furnished with such electronic and print reproductions of drawings and specifications as Owner may reasonably require.

§ 7.3 The Owner shall not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on **other projects**. Any such use without the Architect's professional involvement will be at the Owner's sole risk and without liability to the Architect.

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

*(Paragraph deleted)*

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

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

*(Paragraphs deleted)*

**§ 8.2 Mediation**

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be governed by the American Arbitration Association's Construction Industry Mediation Procedures in effect on the date of this Agreement, but unless the parties mutually agree, the American Arbitration Association shall not administer or oversee the mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with a mutually agreeable person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of the litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section

*(Paragraphs deleted)*

8.2 the parties shall proceed to litigation in New York State Supreme Court for the County where the project is located. The School District shall be entitled to receive its reasonable attorney's fees if it prevails in the litigation.

*(Paragraphs deleted)*

**ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

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

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



Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, provided that the Architect delivers all existing Project records held in its files or otherwise to the Owner in a useful and organized manner.

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

*(Paragraph deleted)*

§ 9.7 Intentionally Omitted.

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 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 as revised by the parties and contained in the Contract Documents.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any part thereof without the written consent of the other.

*(Paragraph deleted)*

§ 10.4 Intentionally Omitted.

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

§ 10.6 The Architect is responsible to review the Owner's AHERA reports and to specify in the Design Documents the location of existing asbestos. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site provided, however, that the Architect shall promptly advise the Owner in writing of the presence and location of any suspected hazardous materials or toxic substances of which the Architect becomes aware.

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

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

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

§10.10 This Agreement, nor any obligations hereunder, may be assigned to any other party without the express written permission of the other party.

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

## ARTICLE 11 COMPENSATION

*(Paragraphs deleted)*

§ 11.1 Intentionally Omitted.

§ 11.2 Intentionally Omitted.

§ 11.3 Intentionally Omitted.

§ 11.4 Intentionally Omitted.

§ 11.5 Compensation for Basic Services shall be the stipulated sum of one million Five hundred thousand dollars (\$1,500,000.00) (approx. 8.68% of an estimate "construction" cost of \$17,280,000). The percentage of the stipulated sum of compensation for each phase of services shall be as follows:

Schematic Design Phase	Five	percent (	5	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty	percent (	30	%)
Bidding or Negotiation Phase	Fifteen	percent (	15	%)
Construction Phase	Twenty Five	percent (	25	%)
Close Out	Five	percent (	5	%)
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 Cost of the Work 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 (2) if no such bid is received, the most recent estimate of the Cost of the Work 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

*(Paragraphs deleted)*

Intentionally Omitted.

*(Table deleted)*

### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 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:

.1

*(Paragraphs deleted)*

Fees paid for securing approval of authorities having jurisdiction over the Project; and

.2 Printing, reproductions, plots, standard form documents; and

*(Paragraphs deleted)*

.3 Postage, handling and delivery.

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

*(Paragraphs deleted)*

§ 11.9 Intentionally Omitted.

§ 11.10 Payments to the Architect

*(Paragraph deleted)*

§ 11.10.1 Intentionally Omitted.

§ 11.10.2

*(Paragraphs deleted)*

The Architect shall invoice the Owner on a monthly basis. The dollar amount of each invoice will vary depending upon which phase the Project is in (as set forth in Section 11.5) and whether the phase has been completed on or before its anticipated completion date (as set forth in Section 1.1.4). For example, during the Schematic Design Phase, the Architect may only invoice the Owner (in equal monthly installments) up to 5% of its total fee for the Project (assuming that the percentage set forth for that phase in Section 11.5 is 5%). In other words, if Section 1.1.4 states that the Schematic Design Phase will be completed in three (3) months, the Architect will be permitted to invoice the Owner three (3) times, in equal amounts, totaling 5% of its total Project fee. However, in the event that any phase of the Project (as outlined in Paragraph 11.5) is extended beyond its corresponding anticipated completion date (as set forth in Section 1.1.4), the Architect shall not be permitted to invoice the Owner further until that phase is completed.

*(Paragraph deleted)*

§ 11.10.3 Intentionally Omitted.

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

§ 12.1 During the course of construction, Architect shall schedule job meetings with Construction Manager and representatives of the Owner, all Contractors and all other necessary parties once every other week or at such greater frequency as is appropriate to the stage and progress of construction.

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

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both 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, as modified by the parties.
- .2 AIA Document A232™-2009, General Conditions of the Contract For Construction, as modified by the parties.
- .3 Exhibit A – Project Scope and Budget

*(Paragraphs deleted)*

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

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

\_\_\_\_\_  
**OWNER** *(Signature)*

Mary-Margaret Zehr  
Superintendent of Schools  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Jason C. Benedict - Partner  
\_\_\_\_\_  
*(Printed name and title)*

Init.

/

# ***Additions and Deletions Report for AIA® Document B132™ – 2009***

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:06:20 ET on 12/30/2020.

**PAGE 1**

**AGREEMENT** made as of the 30th day of December in the year 2020

...

Oneida City School District  
565 Sayles Street  
Oneida, New York 13421

...

King + King Architects LLP  
358 West Jefferson Street  
Syracuse, New York 13202

...

*(Name, location and detailed description)*

Oneida City School District  
2021 Capital Improvement Project  
K+K Project # 21-44-7082  
- High School  
- Otto Shortell Middle School  
- Willard F. Prior Elementary  
- North Broad Elementary  
- Seneca Street Elementary  
- Durhamville Elementary  
- Transportation Building

...

Construction Associates, LLC  
2731 Brundage Road  
Baldwinsville, NY 13027

**PAGE 2**

§ 1.1 This Agreement is based on the Initial Information set forth in ~~this Section 1.1.~~ Exhibit A regarding the scope and budget for the Project.

...

§ 1.1.1 The Owner's program for the Project: See Exhibit A

...

§ 1.1.2 The Project's physical characteristics: See Exhibit A

...

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6-1-6.1 is set forth in Exhibit A:

...

§ 1.1.4 ~~The Owner's anticipated design and construction schedule:~~ Below is a schedule for the performance of the Architect's services. The schedule includes anticipated completion dates for various aspects of the Project described in the Initial Information. The schedule takes into account periods of time required for the Owner's review; for the performance of the Owner's consultants (if any), and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by the schedule shall not, except by mutual agreement in writing, be exceeded by the Architect or Owner.

~~1~~ Design phase milestone dates, if any:

Successful Vote: 12/9/20

Schematic Design Phase: January '21 – February '21

~~2~~ Commencement of construction: Design Development Phase: March '21 – April '21

Construction Document Phase: May '21 – December '21\*

- Note: This assumes an approximate NYSED submission in September '21. The anticipated NYSED review timeframe is 3-months.

Bidding Phase: January '22 – March '22\*

- ~~3~~ Substantial Completion date or milestone dates: • Note: This assumes the NYSED timeframe, noted above, is maintained. This timeframe includes time for bidding, review of bids and award of bids.

Construction Administration Phase: Spring '22 – Spring '24

- ~~4~~ Other: • Note: The Architect and Construction Manager shall collaborate and create an additional schedule including anticipated completion dates for construction.

PAGE 3

Multiple Prime Contractors

...

The Owner has completed its AHERA Report which is on file at the School District offices and available for Architect's use and consideration during the design.

...

Mary-Margaret Zehr  
Superintendent of Schools  
Oneida City School District  
565 Sayles Street  
Oneida, New York 13421

...

NA  
PAGE 4

- ~~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:

...

~~.2 Cost Consultant (if in addition to the Construction Manager):  
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)~~

...

~~.3 Land Surveyor:~~

...

~~.4 Geotechnical Engineer:~~

...

~~.5 Civil Engineer:~~

...

~~.6 Other consultants:  
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)~~

...

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2-4:2.3:

...

Jason Benedict, Partner  
Tanya Destito, Project Manager  
King + King Architects LLP  
358 West Jefferson Street  
Syracuse, NY 13202

...

§ 1.1.12 The Architect ~~will retain the consultants identified~~ shall identify all consultants retained to assist on the Project in Sections 1.1.12.1 and 1.1.12.2:

PAGE 5

IE Solutions (1721 Black River Blvd., Rome, New York 13440)

~~.2~~ Mechanical Engineer:

FS Engineering (721 East Genesee St., Syracuse, New York 13210)

~~.2~~ ~~Mechanical~~ ~~.3~~ Electrical Engineer:

FS Engineering (721 East Genesee St., Syracuse, New York 13210)

~~.5~~ Hazardous Materials:

Barton & Loguidice (443 Electronics Parkway, Liverpool, New York 13088)

.6 SWPPP/Landscape Architects:

~~3 Electrical Engineer:~~ Appel Osborne Landscape Architects (102 W. Division St., Suite 100, Syracuse, New York 13204)

.7 Kitchen Equipment Design:

Fetech, Inc. (P.O. Box 464, Canastota, New York 13032)

Other than the consultants identified above, no additional consultants may be retained for this project unless agreed to in writing by the Owner.

...

[Architect to identify individual or firm responses prior to execution of contract.]

...

None

~~§ 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.~~

...

§ 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. All references to AIA Document C132- 2009, Standard Form of Agreement between Owner and Construction Manager, shall mean such Standard Form of Agreement as it may be modified by the Owner and Construction Manager in writing and coordinated with the Owner-Architect Agreement. The Owner Will~~ promptly provide a copy of the Construction Manager's Agreement to the Architect, including any modifications thereto.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. ~~If at any time during the Project any such representative becomes unacceptable to the Owner (on any lawful basis), the Architect will replace him/her with another representative who is mutually acceptable to the Owner and Architect.~~

§ 2.5 Except with the Owner's knowledge and written 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.~~ Agreement and shall maintain Products and Completed Operations insurance coverage in effect for a period of two (2) years after Final Completion of the Work to be performed under the Contract Documents.

§ 2.6.1 Comprehensive General Liability with ~~policy limits of not less than (\$ )~~ for each occurrence and in the aggregate for bodily injury and property damage. ~~Insurance naming the Owner as an Additional Insured on a primary and a non-contributory basis, containing an Additional Insured Endorsement, and a Waiver of Subrogation Endorsement.~~



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

Including Bodily Injury and Property Damage, Damage for Premises/Operations, Products and Completed Operations and coverage provided by the General Liability coverage form CG00010 1/96 in connection with work to be completed by the Architect and all subcontractors and consultants, with the Owner named as an Additional Insured. Coverage must be provided on a per project basis.

All property damage insurance shall include coverage for explosion, collapse and underground operations.

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

§ 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. Umbrella Liability Insurance:

Each Occurrence Limit	\$7,000,000
Aggregate	\$7,000,000

The Umbrella Liability Insurance coverage shall provide additional limits of liability over and above the General Liability and Automobile Liability coverages required by this Agreement.

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

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

§2.6.6 Owner's Protective Liability Insurance with the Owner listed as the Named Insured:

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

§ 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.

§ 2.6.7 The Architect shall provide to the Owner for each of the insurance coverages required herein one original or one certified copy of the original policy of insurance, including all endorsements, plus one certificate of insurance, with a brief description of the project or service. The policies and certificates shall show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies, and as the Named Insured on the Owner's Protective Liability Insurance policy. All such insurance shall be written without expense to the Owner by an insurance company authorized to provide insurance in the State of New York, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Architect, its subcontractors and consultants, and the Owner from liability for claims for personal injury, death and property damage which may arise from performance under this Agreement.

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User Notes:

(1831941960)

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

§2.6.7.2 The issuing insurance company, agents and/or authorized representatives shall set forth in writing that the insurance: (1) applies to all operations of the Architect in connection with the Work to be performed under this Agreement; (2) applies on the effective dates stated, whether or not the Agreement between the Architect and the Owner has been executed; and (3) is written in accordance with the company's regular policies and endorsements.

§2.6.7.3 Each policy must provide the Owner thirty (30) days advance written notice prior to cancellation and/or non-renewal of the policy.

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

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

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

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. ~~Services not set forth in this Article 3 are Additional Services, services necessary to accomplish the Owner's program and complete the Project. The Architect shall advise the Owner if it believes that any additional consultants are required to complete the Project, at the earliest possible date. Moreover, the Architect will assist the Owner in the selection of consultants (e.g., construction manager), where appropriate.~~

**PAGE 8**

§ 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 consistent with Section 1.1.4 for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall ~~include~~ include, among other items, design milestone dates, anticipated dates when cost estimates or design reviews ~~may~~ will 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.

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§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents. The Architect and the Construction Manager shall work together on and agree to an estimate of the Cost of the Work prior to the Design Development Phase and shall report same in writing to the Owner. The Architect will present schematic plans to different levels of Owner's staff (for example: principal, then staff).

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

...

§ 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,~~ agreed to with, 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~~ documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. It will then be determined whether there is enough information for an estimate by the Construction Manager.

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

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

§ 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 of the Invitation to Bidders, bid forms, the General Conditions of the Contract for Construction (AIA/A232-2009 version) and Supplemental Conditions as required, suggested Legal Notices, and the form of the Agreement between Owner and Contractor (AIA/A132-2009). Upon the request of the Owner, the Owner's attorney shall review the proposed bidding and~~

contract documents for legal sufficiency and the Architect shall make such modifications as the Owner's attorney deems to be in the interest of the Owner. However, notwithstanding the foregoing, the Architect's assistance and cooperation with the Construction Manager will not relieve the Construction Manager of responsibility to prepare the Invitation to Bidders, bid forms, General Conditions of the Contract for Construction and may include bidding requirements and sample forms, and Supplemental Conditions and the form of Agreement between Owner and Contractor, which responsibility is primarily that of the Construction Manager.

...

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

### § 3.5 Bidding or Negotiation Phase Services

...

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids ~~or negotiated proposals~~; in accordance with New York General Municipal Law, including without limitation the preparation of all notices and advertisements required thereby; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

...

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. ~~Documents~~ described in Section 3.4.3.

...

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

### § 3.5.3 Negotiated Proposals

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

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 — facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 — participating in selection interviews with prospective contractors; and
- .3 — participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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

- .1 give written approval of an increase in the Owner's budget for the Cost of the Work (and any corresponding reduction of other elements of Project Cost) to the Architect and Construction Manager; or
- .2 authorize rebidding of the Project within a reasonable time; or

- .3 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work; or
- .4 abandon the Project and terminate in accordance with Section 9.5.

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

§3.5.2.5 If the Owner chooses to proceed under Section 3.5.2.4.3, the Architect and the Owner will reach mutual agreement on the schedule and additional fees for the Architect's services and the Architect shall make such modifications to the Construction Documents as may be necessary to bring the Contract Cost within the fixed limit, and shall perform such services with respect to approval of the State Education Department as are required and rebid the Project as mutually agreed. The Architect shall be entitled to compensation in accordance with this Agreement for all compensable services performed whether or not the Construction Phase is commenced.

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§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, these modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement Edition as modified by the Supplementary General Conditions, if any.

§ 3.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner and Construction Manager during the Construction Phase Services during construction until final payment to the Contractors is due and at the Owner's direction from time to time until 12 months after the date of Substantial Completion of the Work. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the 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. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. 90 days after issuance of the State Education Department Certificate of Substantial Completion of the final phase, which in no event shall occur prior to issuance by the New York State Department of Education of a final Certificate of Occupancy for the Project, for each building

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§ 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, site, at a minimum, of at least once every two weeks, or more if necessary, during the construction, or as otherwise required to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of 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, of on-site observations as an Architect, and of other information received by the Architect, the Architect will exercise professional care and judgment in endeavoring to observe and report to the Owner defects or deficiencies in the work of any Contractor, Subcontractors, or their agents or employees, or any other person performing work on the Project. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or for the Project itself shall in no way alter the Architect's obligations or the Owner's rights under this Agreement.

~~§ 3.6.2.2 The Architect has the authority to reject Work that Architect, upon notification to the Construction Manager, shall recommend to the Owner the rejection of work which the Architect is aware does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Documents.~~ Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not 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.

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

...

~~§ 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, and based on the Architect's observations and on its evaluations of the Contractor's Application for Payment, the Architect shall review and certify the application as follows:~~

...

~~§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the information known (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, information, belief and professional judgment, 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. The parties do not intend that the form or content of such Certificate shall in any way limit the obligations of the Architect or the rights of the Owner otherwise provided by this Agreement, unless specifically agreed in writing by the Owner.~~

~~§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, 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, payment; or (4) ascertained how or for what purpose the Contractor has used the money previously paid on account of the Contract Sum. Sum..~~

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

~~§ 3.6.4.2 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 approve, reject 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. Should a Contractor fail to make a required submittal or resubmittal (necessitated by the Architect's prior submittal rejection) and that failure could reasonably lead to a delay of the Work as set forth in the Project Schedule, the Architect shall notify the Owner of the facts and circumstances surrounding the matter and assist the Owner in taking steps necessary to compel the Contractor to make an acceptable submittal in a timely manner.

§ 3.6.4.3 If the Contract Documents specifically require the 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 To the extent permitted by New York State Law, 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.

§ 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. The Architect is required to go back to the Contract Documents and update them in accordance with all Information Bulletins, Requests for Information and Change Orders.

...

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents. Documents and shall file same with the New York State Education Department as required.  
**PAGE 14**

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

...

§ 3.6.6.4 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. When applicable, the Architect shall assist the Owner in having warranty work performed by the appropriate party or parties (e.g., contractors, manufacturers, etc.). Such assistance may include, but is not limited to, notifying the appropriate individuals or corporations of their warranty obligations.

§ 3.6.6.5 The Architect shall perform such other acts and services as may be reasonably requested by the Owner in order to constitute proper administration of the Project within the meaning of Part 155.2(a)(5)(i) of the Regulations of the Commissioner of Education (8 NYCRR Chapter II). If such services materially increase the Architect's scope of services, the Architect shall be entitled to be compensated on an Additional Services basis, provided that the Architect first obtains the Owner's written consent to such Additional Services.

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. 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. The Architect shall not be entitled to any compensation for Additional Services unless agreed to in advance, in writing, by the Owner.

*(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.)*

...

§ 4.1.1 Asbestos sampling/testing and air-monitoring	Architect	Additional
<del>§ 4.1.1 Programming (B202™ 2009)</del>		
§ 4.1.2 Geotechnical Studies	Architect	Additional
<del>§ 4.1.2 Multiple preliminary designs</del>		
§ 4.1.3 Measured drawings/Surveying	Architect	Additional
§ 4.1.4 Storm Water Pollution Prevention Plan (SWPPP)	Architect	Additional
<del>§ 4.1.4 Existing facilities surveys</del>		
§ 4.1.5 Printing costs for SED submission and Bid Documents	Architect	Additional
<del>§ 4.1.5 Site evaluation and planning (B203™ 2007)</del>		
§ 4.1.6 Special Insurance Requirements	Architect	Additional
<del>§ 4.1.6 Building information modeling (E202™ 2008)</del>		
§ 4.1.7 Civil engineering/LEED Certification	Architect	Additional
<del>§ 4.1.8 Landscape design</del>		
<del>§ 4.1.9 Architectural interior design (B252™ 2007)</del>		
<del>§ 4.1.10 Value analysis (B204™ 2007)</del>		
<del>§ 4.1.11 Detailed cost estimating</del>		
<del>§ 4.1.12 On-site project representation (B207™ 2008)</del>		
<del>§ 4.1.13 Conformed construction documents</del>		
<del>§ 4.1.14 As designed record drawings</del>		
<del>§ 4.1.15 As constructed record drawings</del>		
<del>§ 4.1.16 Post occupancy evaluation</del>		
<del>§ 4.1.17 Facility support services (B210™ 2007)</del>		
<del>§ 4.1.18 Tenant related services</del>		
<del>§ 4.1.19 Coordination of Owner's consultants</del>		
<del>§ 4.1.20 Telecommunications/data design</del>		
<del>§ 4.1.21 Security evaluation and planning (B206™ 2007)</del>		
<del>§ 4.1.22 Commissioning (B211™ 2007)</del>		
<del>§ 4.1.23 Extensive environmentally responsible design</del>		
<del>§ 4.1.24 LEED® certification (B214™ 2012)</del>		
<del>§ 4.1.25 Historic preservation (B205™ 2007)</del>		
<del>§ 4.1.26 Furniture, furnishings, and equipment design</del>		

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User Notes:

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(B253™ 2007)		
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§ 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.

§ 4.1.8 Notwithstanding anything to the contrary expressed elsewhere in this Agreement, no architectural services made necessary, in whole or in part, by the fault or omission of the Architect to perform its duties under this Agreement, shall be compensated as an Additional Service.

§ 4.2 Intentionally Omitted.

§ 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 Agreement~~ shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule ~~in accordance with a written amendment to this Agreement signed by the Architect and the Owner which addresses:~~ 1) the scope of the work to be performed; 2) the Architect's fee for same; and 3) the impact of the Additional Service(s) on the Project Schedule.

~~§ 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 exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;~~
- ~~.3 Services necessitated by 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 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;~~
- ~~.8 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~.9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~.10 Evaluation of the qualifications of bidders or persons providing proposals;~~
- ~~.11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or~~
- ~~.12 Assistance to the Initial Decision Maker, if other than the Architect.~~

§ 4.3.1 Intentionally Omitted.

~~§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner~~

subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- ~~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 an extensive number of 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 — To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier. The services described in this Article 4 are not included in Basic Services. The services described in this Article shall only be provided if authorized in writing, prior to the beginning of the Work, by the Owner; such authorization shall include the mutually agreed upon compensation or method for determining the compensation for such Additional Service. Owner shall be obliged to pay for any Additional Service only the amount determined in accordance with such prior written agreement.~~

~~§ 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 — ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- ~~2 — ( ) visits to the site by the Architect over the duration of the Project during construction~~
- ~~3 — ( ) 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 — ( ) inspections for any portion of the Work to determine final completion~~

~~§ 4.3.4 If the services covered by this Agreement have not been completed within ( ) 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.~~

~~§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall with the assistance of the Architect provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. 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. Manager, as modified by the parties. 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 Manager. The Construction Manager shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds, schedule in consultation with the Architect.~~

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

Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

~~§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.~~

~~§ 5.5 The Owner shall identify a Owner's representative authorized to act on the Owner's behalf with respect to the Project. Project is set forth in § 1.1.8 of this Agreement. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. It is understood that there will be some decisions that will be beyond the authority of the designated representative that require review and/or action by the Owner's Board of Education in such circumstances it is understood that making the required decision may take a longer period of time.~~

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~~§ 5.7 The Owner shall furnish services of geotechnical engineers, compensate the Architect (as an additional service) to perform geotechnical services, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic~~

...

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

~~§ 5.8 Intentionally Omitted.~~

~~§ 5.9 The Architect, with the assistance of the Construction Manager, shall notify the Owner when to test and inspect. After notification, the Owner shall obtain and furnish tests, inspections and reports required by law or the Contract Documents, Documents when so notified by the Architect, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~

...

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

~~§ 5.13 Intentionally Omitted.~~

~~§ 5.15 Notwithstanding anything to the contrary in this Article 5, the Owner shall be required to furnish information or services described in this Article 5 only to the extent that such information or service is both reasonably required and actually requested by Architect in order to perform Architect's services under this Agreement.~~

## ARTICLE 6 COST OF THE WORK AND PROJECT COST

~~§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work ~~includes the~~ does not include the compensation of the Architect and~~

~~Architect's consultants, compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the consultants, the costs of the land, rights-of-way, financing, contingencies for changes in the Work (identified as such) or other costs that are the responsibility of the Owner.~~

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

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

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, Information (see Exhibit A), 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 which shall be provided to the Owner in writing represent the Architect's and Construction Manager's judgment as a design professional.

~~§ 6.3 The Owner shall require the Architect and the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. 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. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.~~

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

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

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- .1 give written approval of an increase in the budget for the Cost of the Work; Work, so long as the overall Project Cost does not exceed the Referendum Amount; or

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§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, shall make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates or bids that exceed the Owner's budget for the Cost of the Work, 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. The Architect and the Owner will reach mutual agreement on the schedule and additional fees for the Architect's services and the Architect will make any required revisions to the Construction Documents or other documents necessitated by subsequent cost estimates or bids that exceed the Owner's budget for the Cost of the Work and rebid the Project as mutually agreed.

Notwithstanding the foregoing, in the event of an act of God, strike, acts of public enemies, or orders from the Government of the United States, which directly impact the pricing, then the parties shall agree how to proceed with the cost of the rebid.

...

§ 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. Original drawings and specifications and other documents, including those in electronic form, are Instruments of Service which are the property of the Architect and/or the Architect's consultants; however, the Project is the property of the Owner, and Architect may not use the Instruments of Service for any purpose not relating to the Project without Owner's consent. Owner shall be furnished with such electronic and print reproductions of drawings and specifications as Owner may reasonably require.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, 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. 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 Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. The Owner shall not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects. Any such use without the Architect's professional involvement will be at the Owner's sole risk and without liability to the Architect.

...

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

...

§ 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 specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights

as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, 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. The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

~~§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.~~

~~§ 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.~~

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be ~~administered-governed~~ by the American Arbitration Association in accordance with its Association's Construction Industry Mediation Procedures in effect on the date of the Agreement. ~~this Agreement, but unless the parties mutually agree, the American Arbitration Association shall not administer or oversee the mediation.~~ A request for mediation shall be made in writing, delivered to the other party to the ~~Contract, this Agreement,~~ and filed with ~~the a mutually agreeable~~ person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for ~~binding dispute resolution but~~, in such event, mediation shall proceed in advance of ~~binding dispute resolution proceedings, the litigation,~~ which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

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

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other: *(Specify)*

8.2 the parties shall proceed to litigation in New York State Supreme Court for the County where the project is located. The School District shall be entitled to receive its reasonable attorney's fees if it prevails in the litigation.

**§ 8.3 Arbitration**

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

**§ 8.3.4 Consolidation or Joinder**

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

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

...

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. In the event the Owner terminates for convenience and without cause, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, provided that the Architect delivers all existing Project records held in its files or otherwise to the Owner in a useful and organized manner.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7, due, provided that the Architect delivers all existing Project records held in its files or otherwise to the Owner in a useful and organized manner.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.7 Intentionally Omitted.

~~§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9-7.~~

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~~§ 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 located.~~

~~§ 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. Construction as revised by the parties and contained in the Contract Documents.~~

~~§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any part thereof 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. other.~~

~~§ 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.~~

§ 10.4 Intentionally Omitted.

~~§ 10.6 The Architect is responsible to review the Owner's AHERA reports and to specify in the Design Documents the location of existing asbestos. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site-site provided, however, that the Architect shall promptly advise the Owner in writing of the presence and location of any suspected hazardous materials or toxic substances of which the Architect becomes aware.~~

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

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

...

~~§ 10.9 In the event that any term or provision, or part thereof, of this Agreement is held to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this Agreement is subject, such term or provision, or part thereof, shall be deemed severed from this Agreement and the remaining term(s) and provisions(s) shall remain unaffected thereby.~~



§10.10 This Agreement, nor any obligations hereunder, may be assigned to any other party without the express written permission of the other party.

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

~~§ 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.)~~

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

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

~~§ 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:~~

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

~~§ 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        percent (      %), or as otherwise stated below:~~

§ 11.1 Intentionally Omitted.

§ 11.2 Intentionally Omitted.

§ 11.3 Intentionally Omitted.

§ 11.4 Intentionally Omitted.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the Compensation for Basic Services shall be the stipulated sum of one million Five hundred thousand dollars (\$1,500,000.00) (approx. 8.68% of an estimate "construction" cost of \$17,280,000). The percentage of the stipulated sum of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Five</u>	percent (	<u>5</u>	)	%
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	)	%
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	)	%
Bidding or Negotiation Phase	<u>Fifteen</u>	percent (	<u>15</u>	)	%
Construction Phase	<u>Twenty Five</u>	percent (	<u>25</u>	)	%
Close Out	<u>Five</u>	percent (	<u>5</u>	)	%

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§ 11.6 When compensation is based on a percentage of the Cost of the Work 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 bid, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work 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. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)~~

Intentionally Omitted.

**Employee or Category**

**Rate (\$0.00)**

...

- ~~.1 Transportation and authorized out of town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- ~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project; and~~
- ~~.4 .2 Printing, reproductions, plots, standard form documents; and~~
- ~~.5 Postage, handling and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, models, mock ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project related expenditures. .3 Postage, handling and delivery.~~

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

~~§ 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:~~

§ 11.9 Intentionally Omitted.

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

§ 11.10.1 Intentionally Omitted.

~~§ 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. Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)~~

~~—%—The Architect shall invoice the Owner on a monthly basis. The dollar amount of each invoice will vary depending upon which phase the Project is in (as set forth in Section 11.5) and whether the phase has been completed~~

on or before its anticipated completion date (as set forth in Section 1.1.4). For example, during the Schematic Design Phase, the Architect may only invoice the Owner (in equal monthly installments) up to 5% of its total fee for the Project (assuming that the percentage set forth for that phase in Section 1.1.5 is 5%). In other words, if Section 1.1.4 states that the Schematic Design Phase will be completed in three (3) months, the Architect will be permitted to invoice the Owner three (3) times, in equal amounts, totaling 5% of its total Project fee. However, in the event that any phase of the Project (as outlined in Paragraph 1.1.5) is extended beyond its corresponding anticipated completion date (as set forth in Section 1.1.4), the Architect shall not be permitted to invoice the Owner further until that phase is completed.

~~§ 11.10.3 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 Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

§ 11.10.3 Intentionally Omitted.

~~§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times. Expenses shall be attached to the Architect's monthly invoices.~~

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

§ 12.1 During the course of construction, Architect shall schedule job meetings with Construction Manager and representatives of the Owner, all Contractors and all other necessary parties once every other week or at such greater frequency as is appropriate to the stage and progress of construction.

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

...

- ~~.1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition-Edition, as modified by the parties.~~
- ~~.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following: A232™-2009, General Conditions of the Contract For Construction, as modified by the parties.~~
- ~~.3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following: Exhibit A – Project Scope and Budget~~
- ~~.4 Other documents:  
(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

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

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Mary-Margaret Zehr  
Superintendent of Schools

Jason C. Benedict - Partner

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:06:20 ET on 12/30/2020 under Order No. 4560378145 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B132™ – 2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

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

OWNER (Signature)

Mary-Margaret Zehr  
Superintendent of Schools  
(Printed name and title)



ARCHITECT (Signature)

Jason C. Benedict - Partner  
(Printed name and title)

Init.

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: AGREEMENT FOR CONSULTATION SERVICES**  
**DATE: JANUARY 12, 2021**

We are recommending approval of the attached Agreement for Consultation Services as submitted.

**RECOMMENDED ACTION**

**Motion to approve the Agreement for Consultation Services as submitted.**

**MOTION MADE BY \_\_\_\_\_**

**SECONDED BY \_\_\_\_\_**

A \_\_\_ N \_\_\_

## AGREEMENT FOR CONSULTATION SERVICES

By and Between the Board of Education of the Oneida City School District with offices at 565 Sayles Street, Oneida, NY 13421 here after referred to as the "District", and Services for Education Management LLC hereafter referred to as "Contractor", with offices at 174 Camp Road, Clayville, New York 13322.

The Contractor will review current and prior years financial and student records and interview appropriate staff in the District in order to claim additional aid.

The areas to be reviewed:

### **Special Education:**

- Students in high cost public placements during. 2017-18, 2018-2019 and 2019-2020 school years. This includes a review of in district placement to assure that costs are reported correctly.
- Students in private education settings during the 2017-2018, 2018-19 and 2019-20 school years
- Students in all setting during the summer of 2017,2018,2019 school years
- Tuition rates for school age summer school in district programs

The Contractor will claim aid electronically if given access to the NYSED EFRT online database. If no access is provided the Contractor will provide the data needed to claim the aid to the District for processing. The District must process the claims within one month of receipt of data.

*The District must provide the following information:*

Roster of all special education students in district that had a one to one aide for the 2017-18, 2018-19 and 2019-20 school years. This must contain; name, date of birth, handicapping condition, placement and related services including frequency and duration, classroom teacher, classroom teacher aides, name of one to one aide start and end dates, gender and grade.

Special education staff and classroom list for the 2017-18, 2018-19 and 2019-20 school years. This must contain; listing of all teachers, teaching assistant or aides in special education classes with salaries and benefits. List of one to one aides and the students they supervise. Related service provider's salaries and benefits and contracts for provided services. Cost of any BOCES Services provided to in house students.

Most recent and financial year BOCES special education invoices by student, both for the school year and summer special education services.

Revenue and expenditure information reported in the two prior years in the State Aid Management Systems (SAMS) for A 2250, F 2253 and F 5511 also supplemental schedules 30-34 and 10-16. This information will not need to be provided if the District allows access to the Contractor through SAMS.

### *Duties to be performed:*

Cost for the special education students in the district will be calculated to determine if they meet the threshold for claiming the student for public excess cost aid. Calculations for appropriate students will be provided to the district for their records. STACs will be submitted.

STACs will be filed for in district, BOCES and other district students who's cost are eligible for additional reimbursement.

Any student with tuition exceeding \$100,000 will have the necessary additional paperwork prepared and submitted to the district for their signature and submission to NYSED.

## **Homeless Student Aid**

In compliance with the Federal McKinney Vento Act the District should complete STAC 202 forms.

Working with the District Homeless Liaison the Contractor will review the STAC 202 forms to determine if the appropriate state aid has been claimed.

### *Duties preformed:*

If the District has granted the Contractor access to NYSED EFRT system, STACs will be filed for students. If access has not been granted then adequate paper work will be given to the district for the submission.

## **Non-Resident Student Billing**

The contractor will review:

- Billing for non-resident student including special education, health services and federal funds

## **Transportation Aid**

The Contractor will review the state aid submission for the year ending 6/30/2018 and 6/30/2019, including:

- Mileage reported
- Expenditures claimed for aid
- Review aid on bus purchases

### *Duties preformed:*

The Contractor will submit the necessary changes to the state aid claim through the SAMS system if given access. If access is not provided the district will be provided adequate information to submit the revisions.

## **Instructional Materials and Other State Aids**

The Contractor will review all state aids on the General Aid Output report to assure state aid is maximized.



## Fees for Service

The fee for this service is 15% of the increased revenue resulting from the contractor's recommendations and actions. Increased revenue for 2020-21, 2019-20 and other prior year school years will be determined as a result of changes to the district's state aid claim output reports and reports from the STAC on line system. The district shall provide the Contractor with a printout from NYSED's STAC system displaying student's STACed and their tuitions for the 2017-18, 2018-2019 and 2019-20. If the district needs assistance in generating this report the consultant will assist. Increased revenue will be verified by the appropriate state aid output report. Payment to the Contractor is due when the increased revenue is recognized by the New York State Education Department.

Submitted by:

Services for Education Management

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Patricia A. Service

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(Date)

District Authorization

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Mary-Margaret Zehr

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Superintendent

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(Date)

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: TEXTBOOK FOR REVIEW**  
**DATE: JANUARY 12, 2021**

The Seneca Street Elementary School is requesting approval for a novel purchase.

The following novel is presented for Board review only. The novel will be presented for approval at a future Board of Education Meeting. The book is available in the District Office for your review.

Title:	Harry Potter and the Sorcerer's Stone
Publisher:	Scholastic
Copyright:	1999; ISBN-10 0439708184 ISBN-13 978-0439708180
To Be Used By:	Grade 5 (30 copies) \$6.98 per book

**FOR REVIEW ONLY**

Onida City School District  
Onida, NY 13421

Request for New Textbook

Title: Harry Potter and the Sorcerer's Stone as a novel  
Author or Editor: J.K. Rowling Publisher: Scholastic  
Copyright date: 1997 Latest revision date: \_\_\_\_\_ Price: \$12.99  
Textbook to be used by: Seneca Street Fifth Grade Grade level: 5

Readability Review

Reviewer: Angela Reading level: 4-5

Comments

Recommendations for use:

This book is recommended for students in grades  
4-5

Selector Review

Reviewer: Kanya Wells

Representing: Seneca Street Fifth Grade

What provisions will be made for pupils reading one or more grades below reading level of book?

Provisions will be made through vocabulary and comprehension  
worksheets will be assigned as well as extra help will be taken  
from other related sections.

How will this text be used?

The book will be used to teach skills and strategies  
while keeping students engaged and not too bored with it  
they will be reading.

Recommending and Approval Routing

	Yes / No	Signature	Date
Department Chairperson	<u>/</u>		
Principal:	<u>✓</u>	<u>Kanya Wells</u>	<u>12/17/2020</u>
Curriculum Coordinator	<u>✓</u>	<u>[Signature]</u>	<u>12/17/2020</u>
Superintendent	<u>/</u>		
Board of Education		Date of Meeting: _____	

Oneida City School District  
Oneida, NY 13421

Textbook Order form

Title: Harry Potter and the Sorcerers Stone      Copies Needed: 36  
Author or Editor: J.K. Rowling      Publisher: Scholastic  
Copyright date: 1999      Latest revision date: \_\_\_\_\_      Price: \$4.98 paperback  
Textbook to be used by: Seneca St Fifth Grade      Grade level: 4-7  
ISBN: ISBN-10 0739708184  
ISBN-13 978-0739708150  
Textbook previously Board approved? \_\_\_\_\_

Recommending and Approval Routing

	Yes / No	Signature	Date
Department Chairperson	<input checked="" type="checkbox"/>	<u>Reamy Ak</u>	<u>12/17/2020</u>
Principal	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12/17/2020</u>
Curriculum Coordinator	<input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12/18/2020</u>
Superintendent	<input checked="" type="checkbox"/>	<u>[Signature]</u>	

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: COMMITTEE CHAIR REPORTS**  
**DATE: JANUARY 12, 2021**

The Committee Chair Reports will be presented.

Audit:

Policy:

Curriculum, Instruction  
& Technology

Finance & Facility:

Governance:

**FOR INFORMATION ONLY**

## Curriculum, Instruction & Technology

12/08/2020

Present: Martin Kelly, Brad Myatt, Bob Group, Mary-Margaret Zehr, Jessica Poyer, Genevieve Brauner, Jim Rowley

Jessica Poyer presented an update on the District Comprehensive Improvement Plan (DCIP).

- Five DCIP goals were discussed:
  - Increase parent engagement
  - Map curriculum across all grades
  - Increase instructional engagement
  - Decrease chronic absenteeism
  - Develop a PreK – 12 social emotional learning plan, including consistent vocabulary

**Finance and Facilities Committee Meeting Minutes**  
**December 16, 2020**

Present:

Jen Parker, Marty Kelly, Jim Maio, Mary-Margaret Zehr, Jim Rowley, Jessica Poyer, Kevin Healy, Amanda Larson

- Kevin and Amanda reviewed class schedules with the committee
- Mary-Margaret and Jim discussed various budget matters / issues with the committee
- Additional requests for information was asked for by committee members
- It was determined that Finance & Facilities and Governance committees would be individually suspended, and instead a budget workshop schedule will be developed to include the entire board. Tentative dates include 01/20, 02/03 and 02/17 from 5-7 p.m.

Governance Committee  
12-16-2020

Present: Jim Maio, Bob Group, Mary-Margaret Zehr, Jim Rowley

- The committee discussed how the rest of the school year may unfold and various issues the District is facing with providing the educational program during the COVID pandemic.
- The committee briefly discussed how a transition to an interim superintendent may unfold once the Board determines who the interim will be.



**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: BOE REPORT**  
**DATE: JANUARY 12, 2021**

Mr. Bob Group will give his Board President's Report.

**FOR INFORMATION ONLY**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: EXCHANGE STUDENTS**  
**DATE: JANUARY 12, 2021**

Discussion regarding Exchange students.

**FOR DISCUSSION ONLY**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: CONSTRUCTION MANAGER**  
**DATE: JANUARY 12, 2021**

Discussion regarding Construction Manager.

**FOR DISCUSSION ONLY**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: SUPERINTENDENT REPORT**  
**DATE: JANUARY 12, 2021**

Ms. Mary-Margaret Zehr will give her Superintendent's Report.

**FOR DISCUSSION ONLY**

**TO: MEMBERS, BOARD OF EDUCATION**  
**FROM: MARY-MARGARET ZEHR**  
**RE: ASSISTANT SUPERINTENDENT FOR FINANCE REPORT**  
**DATE: JANUARY 12, 2021**

Mr. Jim Rowley will give his Assistant Superintendent for Finance Report.

**FOR DISCUSSION ONLY**