



AIA[®] Document B132[™] – 2019

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

AGREEMENT made as of the 8th day of May in the year Two Thousand Twenty Four
(In words, indicate day, month, and year.)

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

Ogdensburg City School District
1100 State Street
Ogdensburg, New York 13669
Telephone Number: (315) 393-0900

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

Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C.
BCA Architects & Engineers
15 Public Square
Watertown, New York 13601
Telephone Number: (315) 782-8130

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

Capital Improvements Project
1100 State Street
Ogdensburg, New York 13669

Ogdensburg Free Academy & Golden Dome

John F. Kennedy Elementary School

Grant C. Madill Elementary School

New Transportation Facility

BCA Project No. 2022-014

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

C&S Engineers, Inc.
C&S Architects Engineers & Landscape Architects, PLLC
499 Col Eileen Collins Boulevard
Syracuse, NY 13212

ADDITIONS AND DELETIONS:

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

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

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

The Owner and Architect agree as follows.



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ARTICLE 1 INITIAL INFORMATION

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

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner’s program for the Project:

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

The project scope is generally defined in the attached Board of Education Project Overview dated October 16, 2023. See attached Exhibit A.

§ 1.1.2 The Project’s physical characteristics:

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

The project scope will involve site development and interior reconstruction at Ogdensburg Free Academy, Golden Dome, & John F. Kennedy Elementary; site development, reconstruction & an addition at, Grant C. Madill Elementary School, and site development & construction of a New Transportation as described in the attached Board of Education Project Overview dated October 16, 2023. See attached Exhibit A.

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

(Provide total and, if known, a line item breakdown.)

\$ 42,630,000	Construction
\$ 4,965,000	Contingency
\$ 10,895,000	Incidentals

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\$ 7,010,000	Sitework
\$ 65,500,000	Total

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Phase 1 – Transportation Facility & Golden Dome March 2024 thru September 2024

Phase 2 – Ogdensburg Free Academy October 2024 thru September 2025

Phase 3 – Madill & Kennedy Elementary Schools October 2025 thru September 2026

.2 Construction commencement date:

Phase 1 – Transportation Facility & Golden Dome April 2025

Phase 2 – Ogdensburg Free Academy June 2026

Phase 3 – Madill & Kennedy Elementary Schools June 2027

(pending NYS Education approvals)

.3 Substantial Completion date or dates:

Phase 1 – Transportation Facility & Golden Dome September 2026

Phase 2 – Ogdensburg Free Academy September 2028

Phase 3 – Madill & Kennedy Elementary Schools September 2028

.4 Other milestone dates:

- a. The Architect, Construction Manager, and Owner shall review and agree upon any changes to the schedule.
- b. Should the duration of construction be extended, the Architect shall be due additional compensation as per the attached 2024 BCA Hourly Rates & Reimbursable Schedule.

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive bidding with multiple Prime Contractors and/or procurement without competitive bidding in compliance with Owner’s policies, procedures and applicable New York State law and New York State Education Department regulations.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Not Applicable.

(Paragraphs deleted)

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

Kevin Kendall, Superintendent
Email: kkendall@ogdesnburgk12.org

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Brian Mitchell, Director of Facilities
Email: bmitchell@ogdensburgk12.org

Ogdensburg City School District
1100 State Street, Ogdensburg NY 13669
Telephone: (315) 393-0900
Fax: (315) 393-2767

§ 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 contact information.)

The Construction Manager and/or the School District's (Owner's) Board of Education.

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

C&S Engineers, Inc.
C&S Architects Engineers & Landscape Architects, PLLC
499 Col Eileen Collins Boulevard
Syracuse, NY 13212

.2 Land Surveyor:

Services provided by BCA Architects & Engineers

.3 Hazardous Materials Testing:

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617
Telephone Number: (315) 386-4578

.4 Civil Engineer:

Services provided by BCA Architects & Engineers

.5 Other consultants and Contractors:

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

Construction Project Air Monitoring: To Be Determined

Special Inspections: To Be Determined
Commissioning Agent: To Be Determined
Geotechnical Engineer: Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617
Telephone Number: (315) 386-4578

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

Shawn M. Travers, R.A., LEED Green Associate
dba BCA Architects & Engineers
15 Public Square
Watertown, New York 13601
Telephone Number: (315) 782-8130

Email Address: stravers@thebcgroup.com

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

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:
Services provided by BCA Architects & Engineers
- .2 Mechanical Engineer:
Services provided by BCA Architects & Engineers
- .3 Electrical Engineer:
Services provided by BCA Architects & Engineers
- .4 Landscape Architecture & Civil Engineering:
Services provided by BCA Architects & Engineers

§ 1.1.12.2 Consultants retained under Supplemental Services:

- .1 Theatrical Consultant:
Scheu Consulting Services, Inc
113 Woodberry Lane
Fayetteville, New York 13066
Telephone Number: (315) 214-4564

.2 Telecommunications/Data Consultant:

To Be Determined

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

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

§ 2.3 The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

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

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance Five Million Dollars (\$5,000,000) per claim / Five Million Dollars (\$5,000,000) in the aggregate, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

(Paragraph deleted)

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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

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

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Schematic Design Phase shall be incorporated into deliverables under the Pre-Referendum Phase. The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

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

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

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

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

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

§ 3.2.5.2 The Architect shall 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 program, schedule, and budget for the Cost of the Work.

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

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase (or Pre-Referendum Phase), the Architect shall take action as required under Section 6.4, 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 (or Pre-Referendum Phase), the Architect shall incorporate such revisions in the Design Development Phase.

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

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

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

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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

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

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

§ 3.5.2.5 If the Owner chooses to proceed under Section 3.5.2.4.3, the Architect shall make such modification to the Construction Documents as may be necessary to bring the Contract Cost within the fixed limit, and shall perform such services with respect to approval of the State Education Department and to any rebidding processes as are required as an additional service. 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™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and the attached Architect-Construction Manager Coordination Matrix. If not attached hereto, the Architect agrees to work with the Construction Manager to reach mutual agreement on a Coordination Matrix and attach same as an exhibit to this Agreement and the Construction Management services agreement. However, in no event shall the Architect-Construction Manager Coordination Matrix modify or expand the services required of the Architect pursuant to this Agreement. Further if the Owner modifies AIA Document A232-2019 after the date of this Agreement, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the

Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the 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 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be 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 Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, 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 the requests for information.

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall prepare and sign Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

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

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

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.6.6.5 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 and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 4.1.1.1 Assistance with selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect

Init.

§ 4.1.1.3	Multiple preliminary designs	Architect
§ 4.1.1.4	Measured drawings	Architect, Supplementary Service
§ 4.1.1.5	Existing facilities surveys	Not Provided
§ 4.1.1.6	Site evaluation and planning	Architect
§ 4.1.1.7	Building Information Model management responsibilities	Not Provided
§ 4.1.1.8	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Architect
§ 4.1.1.11	Architectural interior design	Not Provided
§ 4.1.1.12	Value analysis	Owner/Construction Manager
§ 4.1.1.13	Cost estimating	Owner/Construction Manager
§ 4.1.1.14	On-site project representation	Owner/Construction Manager
§ 4.1.1.15	Conformed documents for construction	Not Provided
§ 4.1.1.16	As-designed record drawings	Architect
§ 4.1.1.17	As-constructed record drawings	Owner/Construction Manager
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect, Supplementary Service
§ 4.1.1.22	Telecommunications/data design	Architect
§ 4.1.1.23	Security evaluation and planning	Not Provided
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Multiple Bid Packages	Architect
<i>(Row deleted)</i>		
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28	Other services provided by specialty Consultants	Owner
§ 4.1.1.29	Other Supplemental Services	Not Provided

(Row deleted)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

(Paragraphs deleted)

§ 4.1.1.4 Measured drawings. Architect shall perform field work as required to confirm existing conditions and dimensions in areas impacted by the project prior to commencing with final design documents. Compensation shall be based on the attached 2024 BCA Hourly Rates & Reimbursable Schedule.

§ 4.1.1.17 As-constructed record drawings. If requested by the Owner in writing, Architect shall provide the Owner with as-constructed digital record drawings based on the project as-built drawings required and submitted by the Contractors at the time of final completion. Compensation shall be based on the attached 2024 BCA Hourly Rates & Reimbursable Schedule.

§ 4.1.1.21 Architect's coordination of the Owner's consultants. If requested by the Owner in writing, the Architect

shall assist the Owner with retaining and coordinating the Owner's consultants. These services shall be performed on an hourly basis in accordance with the attached 2024 BCA Hourly Rates & Reimbursable Schedule.

§ 4.1.1.25 Multiple bid packages. Architect shall prepare multiple bid packages to accommodate multi-phased design and construction. The Architect's compensation shall be calculated as a percent of the construction value on a per building basis for each independent submission.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including 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 enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .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 models or other design documentation 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 entities providing bids or 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.

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

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors 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 Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
 - .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 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 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Two (2) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 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 Contractors 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.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

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

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

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

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

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions

costs, overhead and profit. The Cost of the Work includes the 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 also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. 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, or due to market conditions the Architect could not reasonably anticipate. 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.

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. 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.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 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 obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction and venue in the New York State Supreme Court of the County where the project is located.
- Other: *(Specify)*

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

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

(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 Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7

(Paragraphs deleted)

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 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 9.7.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of New York.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

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

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

§ 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.

§ 10.5.1 As a local educational agency, Owner must comply with the Asbestos Hazard Emergency Response Act (AHERA) enacted by 15 U.S.C. § 2641-2656. The Architect is responsible to review the Owner's AHERA reports and to specify in the Design Documents the location of existing asbestos. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, however, that the Architect shall promptly advise the Owner in writing of the presence and location of any suspected hazardous materials or the toxic substances of which the Architect becomes aware.

§ 10.5.2 In the event that during the course of the construction any material believed to contain asbestos, lead, pcbs or mold is discovered, the Architect with assistance of the Construction Manager shall arrange for immediate testing of such material and the Owner's expense.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

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

.1
 (Paragraphs deleted)
 Percentage Basis. Percentage of the construction cost on a per building basis per individual SED submissions, as calculated in accordance with Section
 (Paragraphs deleted)
 11.6

Up to \$500,00			Negotiable
\$ 500,001	to	\$ 1,000,000	12.0%
\$ 1,000,001	to	\$ 2,000,000	11.0%
\$ 2,000,001	to	\$ 5,000,000	9.5%
\$ 5,000,001	to	\$ 10,000,000	8.0%
\$ 10,000,001	to	\$ 15,000,000	7.5%
\$ 15,000,001	to	\$ 25,000,000	7.0%
\$ 25,000,001	to	\$ 30,000,000	6.5%
\$ 30,000,001	to	Above	Negotiated

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

As per attached 2024 BCA Hourly Rates & Reimbursable Schedule

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
 (Insert amount of, or basis for, compensation.)

As per attached 2024 BCA Hourly Rates & Reimbursable Schedule

§ 11.4 Compensation for Supplemental and 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 fifteen percent (15 %).
 (Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (10	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	forty	percent (40	%)
Procurement Phase	five	percent (5	%)
Construction Phase	twenty-five	percent (25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

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

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis 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. 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 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.)*

Employee or Category

Rate (\$0.00)

See attached 2024 BCA Hourly Rates & Reimbursable Schedule

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages.

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) 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.)

Four percent 4 % per annum

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

Not applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 Other documents:

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

- A. Exhibit A - Board of Education Project Overview dated October 16, 2023
- B. Exhibit B - 2024 BCA Hourly Rates & Reimbursable Schedule

(Paragraphs deleted)

- C. Exhibit C - Architect-Construction Manager Coordination Matrix. If not attached hereto, the Parties agree to work with the Construction Manager to reach mutual agreement on a Coordination Matrix and attach same as an exhibit to this Agreement and the Construction Management services agreement.

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

Ogdensburg City School District

**Bernier, Carr & Associates, Engineers,
Architects and Land Surveyors, P.C.**

OWNER *(Signature)*

Kevin Kendall, Superintendent

(Printed name and title)



ARCHITECT *(Signature)*

Shawn M. Travers, R.A., LEED Green Associate,
Principal/Project Architect

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



Additions and Deletions Report for **AIA® Document B132™ – 2019**

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 12:22:45 ET on 04/30/2024.

PAGE 1

AGREEMENT made as of the 8th day of May in the year Two Thousand Twenty Four

...

Ogdensburg City School District
1100 State Street
Ogdensburg, New York 13669
Telephone Number: (315) 393-0900

...

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

Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C.
BCA Architects & Engineers
15 Public Square
Watertown, New York 13601
Telephone Number: (315) 782-8130

...

(Name, location, and detailed description)

Capital Improvements Project
1100 State Street
Ogdensburg, New York 13669

Ogdensburg Free Academy & Golden Dome

John F. Kennedy Elementary School

Grant C. Madill Elementary School

New Transportation Facility

BCA Project No. 2022-014

...

C&S Engineers, Inc.
C&S Architects Engineers & Landscape Architects, PLLC
499 Col Eileen Collins Boulevard

The project scope is generally defined in the attached Board of Education Project Overview dated October 16, 2023. See attached Exhibit A.

...

The project scope will involve site development and interior reconstruction at Ogdensburg Free Academy, Golden Dome, & John F. Kennedy Elementary; site development, reconstruction & an addition at, Grant C. Madill Elementary School, and site development & construction of a New Transportation as described in the attached Board of Education Project Overview dated October 16, 2023. See attached Exhibit A.

...

\$ 42,630,000	<u>Construction</u>
\$ 4,965,000	<u>Contingency</u>
\$ 10,895,000	<u>Incidentals</u>
\$ 7,010,000	<u>Sitework</u>
\$ 65,500,000	<u>Total</u>

Phase 1 – Transportation Facility & Golden Dome March 2024 thru September 2024

Phase 2 – Ogdensburg Free Academy October 2024 thru September 2025

Phase 3 – Madill & Kennedy Elementary Schools October 2025 thru September 2026

...

Phase 1 – Transportation Facility & Golden Dome April 2025

Phase 2 – Ogdensburg Free Academy June 2026

Phase 3 – Madill & Kennedy Elementary Schools June 2027

(pending NYS Education approvals)

...

Phase 1 – Transportation Facility & Golden Dome September 2026

Phase 2 – Ogdensburg Free Academy September 2028

Phase 3 – Madill & Kennedy Elementary Schools September 2028

- a. The Architect, Construction Manager, and Owner shall review and agree upon any changes to the schedule.
- b. Should the duration of construction be extended, the Architect shall be due additional compensation as per the attached 2024 BCA Hourly Rates & Reimbursable Schedule.

...

Competitive bidding with multiple Prime Contractors and/or procurement without competitive bidding in compliance with Owner’s policies, procedures and applicable New York State law and New York State Education Department regulations.

...

Not Applicable.

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

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Kevin Kendall, Superintendent
Email: kkendall@ogdensburgk12.org

Brian Mitchell, Director of Facilities
Email: bmitchell@ogdensburgk12.org

Ogdensburg City School District
1100 State Street, Ogdensburg NY 13669
Telephone: (315) 393-0900
Fax: (315) 393-2767

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The Construction Manager and/or the School District's (Owner's) Board of Education.

...

C&S Engineers, Inc.
C&S Architects Engineers & Landscape Architects, PLLC
499 Col Eileen Collins Boulevard
Syracuse, NY 13212

Services provided by BCA Architects & Engineers

...

3 Geotechnical Engineer: Hazardous Materials Testing:

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617
Telephone Number: (315) 386-4578

...

Services provided by BCA Architects & Engineers

...

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

Construction Project Air Monitoring: To Be Determined

Special Inspections: To Be Determined

Commissioning Agent: To Be Determined

Geotechnical Engineer: Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617
Telephone Number: (315) 386-4578

PAGE 6

Shawn M. Travers, R.A., LEED Green Associate
dba BCA Architects & Engineers
15 Public Square
Watertown, New York 13601
Telephone Number: (315) 782-8130

...

Email Address: stravers@thebcgroup.com

...

Services provided by BCA Architects & Engineers

...

Services provided by BCA Architects & Engineers

...

.3 Electrical Engineer:

Services provided by BCA Architects & Engineers

...

~~.3 Electrical Engineer:~~

.4 Landscape Architecture & Civil Engineering:

Services provided by BCA Architects & Engineers

...

.1 Theatrical Consultant:

Scheu Consulting Services, Inc
113 Woodberry Lane
Fayetteville, New York 13066
Telephone Number: (315) 214-4564

.2 Telecommunications/Data Consultant:

To Be Determined

PAGE 7

None

...

~~§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.~~

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

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

...

~~§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™ 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.~~

...

~~§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.~~

~~§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, insurance Five Million Dollars (\$5,000,000) per claim / Five Million Dollars (\$5,000,000) in the aggregate, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the~~

primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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~~§ 2.6.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.~~

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~~§ 3.2.1 The Schematic Design Phase shall be incorporated into deliverables under the Pre-Referendum Phase. 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.~~

...

~~§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, Phase (or Pre-Referendum Phase), the Architect shall take action as required under Section 6.4, 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, Phase (or Pre-Referendum Phase), the Architect shall incorporate such revisions in the Design Development Phase.~~

PAGE 10

~~§ 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) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.~~

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~~§ 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 distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 — organizing and participating in selection interviews with prospective Contractors;~~
- ~~.3 — preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and~~
- ~~.4 — participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, 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;~~
- ~~.2 authorize rebidding of the Project within a reasonable time;~~

- .3 cooperate in revising the Project scope and quality as required to reduce the cost of the Work; or
- .4 abandon the Project and terminate in accordance with Sections 9.5 and 9.6.

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

§ 3.5.2.5 If the Owner chooses to proceed under Section 3.5.2.4.3, the Architect shall make such modification to the Construction Documents as may be necessary to bring the Contract Cost within the fixed limit, and shall perform such services with respect to approval of the State Education Department and to any rebidding processes as are required as an additional service. 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.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. ~~If the Owner and Contractor modify AIA Document A232–2019, Edition and the attached Architect-Construction Manager Coordination Matrix. If not attached hereto, the Architect agrees to work with the Construction Manager to reach mutual agreement on a Coordination Matrix and attach same as an exhibit to this Agreement and the Construction Management services agreement. However, in no event shall the Architect-Construction Manager Coordination Matrix modify or expand the services required of the Architect pursuant to this Agreement. Further if the Owner modifies AIA Document A232-2019 after the date of this Agreement, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.~~

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

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

...

§ 4.1.1.1	Assistance with selection of Construction Manager	<u>Architect</u>
§ 4.1.1.2	Programming	<u>Architect</u>
§ 4.1.1.3	Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.4	Measured drawings	<u>Architect, Supplementary Service</u>
§ 4.1.1.5	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.7	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9	Civil engineering	<u>Architect</u>
§ 4.1.1.10	Landscape design	<u>Architect</u>
§ 4.1.1.11	Architectural interior design	<u>Not Provided</u>
§ 4.1.1.12	Value analysis	<u>Owner/Construction Manager</u>
§ 4.1.1.13	Cost estimating	<u>Owner/Construction Manager</u>

§ 4.1.1.14	On-site project representation	<u>Owner/Construction Manager</u>
§ 4.1.1.15	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16	As-designed record drawings	<u>Architect</u>
§ 4.1.1.17	As-constructed record drawings	<u>Owner/Construction Manager</u>
§ 4.1.1.18	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	<u>Architect, Supplementary Service</u>
§ 4.1.1.22	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Owner</u>
§ 4.1.1.25	Multiple Bid Packages	<u>Architect</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Owner</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

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

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

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

§ 4.1.1.4 Measured drawings. Architect shall perform field work as required to confirm existing conditions and dimensions in areas impacted by the project prior to commencing with final design documents. Compensation shall be based on the attached 2024 BCA Hourly Rates & Reimbursable Schedule.

§ 4.1.1.17 As-constructed record drawings. If requested by the Owner in writing, Architect shall provide the Owner with as-constructed digital record drawings based on the project as-built drawings required and submitted by the Contractors at the time of final completion. Compensation shall be based on the attached 2024 BCA Hourly Rates & Reimbursable Schedule.

§ 4.1.1.21 Architect's coordination of the Owner's consultants. If requested by the Owner in writing, the Architect shall assist the Owner with retaining and coordinating the Owner's consultants. These services shall be performed on an hourly basis in accordance with the attached 2024 BCA Hourly Rates & Reimbursable Schedule.

§ 4.1.1.25 Multiple bid packages. Architect shall prepare multiple bid packages to accommodate multi-phased design and construction. The Architect's compensation shall be calculated as a percent of the construction value on a per building basis for each independent submission.

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Two (2) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

...
~~§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, completed, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.~~

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~~§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.~~

~~§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~

~~§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. 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 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. 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 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. communicate with the Contractors and the Construction Manager’s consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.~~

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

communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

~~§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction, access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.~~

~~§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

~~§ 5.16 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.~~

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~~§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. 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, or due to market conditions the Architect could not reasonably anticipate. 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 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. 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, or due to market conditions the Architect could not reasonably anticipate. 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 cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.~~

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

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

- .1 — give written approval of an increase in the budget for the Cost of the Work;
- .2 — terminate in accordance with Section 9.5;
- .3 — 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
- .4 — implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

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

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~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.~~

...

- [] Litigation in a court of competent jurisdiction and venue in the New York State Supreme Court of the County where the project is located.

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

~~**§ 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, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. 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 law or fact 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.

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

...

~~§ 9.7~~ In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

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

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

~~§ 9.8~~ Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

~~§ 9.9~~ The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

~~§ 10.1~~ This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3-State of New York.

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§ 10.5.1 As a local educational agency, Owner must comply with the Asbestos Hazard Emergency Response Act (AHERA) enacted by 15 U.S.C. § 2641-2656. The Architect is responsible to review the Owner's AHERA reports and to specify in the Design Documents the location of existing asbestos. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, however, that the Architect shall

promptly advise the Owner in writing of the presence and location of any suspected hazardous materials or the toxic substances of which the Architect becomes aware.

§ 10.5.2 In the event that during the course of the construction any material believed to contain asbestos, lead, pcbs or mold is discovered, the Architect with assistance of the Construction Manager shall arrange for immediate testing of such material and the Owner's expense.

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.1 Stipulated Sum

(Insert amount)

.2 Percentage Basis

(Insert percentage value)

— () % of the Owner's budget for the Cost of the Work, Percentage Basis. Percentage of the construction cost on a per building basis per individual SED submissions, as calculated in accordance with Section 41.6.

.3 Other

(Describe the method of compensation)

11.6

Up to \$500,00			<u>Negotiable</u>
\$ 500,001	to	\$ 1,000,000	12.0%
\$ 1,000,001	to	\$ 2,000,000	11.0%
\$ 2,000,001	to	\$ 5,000,000	9.5%
\$ 5,000,001	to	\$ 10,000,000	8.0%
\$ 10,000,001	to	\$ 15,000,000	7.5%
\$ 15,000,001	to	\$ 25,000,000	7.0%
\$ 25,000,001	to	\$ 30,000,000	6.5%
\$ 30,000,001	to	Above	<u>Negotiated</u>

...

As per attached 2024 BCA Hourly Rates & Reimbursable Schedule

...

As per attached 2024 BCA Hourly Rates & Reimbursable Schedule

§ 11.4 Compensation for Supplemental and 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 fifteen percent (%), or as follows: 15 %.

...

Schematic Design Phase	<u>ten</u>	percent (<u>10</u>	%)
Design Development Phase	<u>twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>forty</u>	percent (<u>40</u>	%)
Procurement Phase	<u>five</u>	percent (<u>5</u>	%)
Construction Phase	<u>twenty-five</u>	percent (<u>25</u>	%)

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See attached 2024 BCA Hourly Rates & Reimbursable Schedule

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

...

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below: coverages.

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§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) 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.

...

Four percent 4 % per annum

...

Not applicable.

...

~~2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:~~

~~(Insert the date of the E203-2013 incorporated into this~~

~~2 Other documents:~~

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

A. Exhibit A - Board of Education Project Overview dated October 16, 2023

B. Exhibit B - 2024 BCA Hourly Rates & Reimbursable Schedule

~~3 Exhibits:~~

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

~~[] AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:~~

~~(Insert the date of the E235-2019 incorporated into this Agreement.)~~

~~[] Other Exhibits incorporated into this Agreement:~~

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

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

C. Exhibit C - Architect-Construction Manager Coordination Matrix. If not attached hereto, the Parties agree to work with the Construction Manager to reach mutual agreement on a Coordination Matrix and attach same as an exhibit to this Agreement and the Construction Management services agreement.

...

Ogdensburg City School District

Bernier, Carr & Associates, Engineers,
Architects and Land Surveyors, P.C.

PAGE 26

Kevin Kendall, Superintendent

Shawn M. Travers, R.A., LEED Green Associate,
Principal/Project Architect

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Courtney Alexander, 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 12:22:45 ET on 04/30/2024 under Order No. 3104239783 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™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

Courtney Alexander

(Signed)

Administrative Assistant

(Title)

April 30, 2024

(Dated)

EXHIBIT A

Board of Education Project Overview
dated October 16, 2023

Ogdensburg City School District
1100 State Street
Ogdensburg, New York 13669



District-Wide Capital Improvements Board of Education Project Overview



Ogdensburg Free Academy and Golden Dome



**John F. Kennedy
Elementary**



**Grant C. Madill
Elementary**

Prepared By:
BCA Architects & Engineers
15 Public Square
Watertown, New York 13601



Date: October 16, 2023

OGDENSBURG FREE ACADEMY

Ogdensburg Free Academy (1934, 1968, 1986, 1990, 1992)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
1	Athletic Field Upgrades	Intense useage and inclement north country weather has caused significant wear on the existing soccer field. Dense clay soil has further resulted in limited growth recovery and poor field conditions.	Excavate existing soccer field down 12-inches to remove clay soils and underdrains. Reconstruct with imported sand, topsoil, & sod. Provide new underdrains.	\$ 475,000	Full Building Aid not available until 5/31/2028
		Existing soccer field bleachers are covered with moss and tarnished from age. Perimeter fencing around the bleachers are no longer intact as post foundations have been driven up through the surrounding pavement.	Powerwash bleachers to renew look of soccer field bleachers. Replace perimeter asphalt and chain link fencing that encloses the bleacher perimeter.	\$ 165,000	
		Intense useage and inclement north country weather has caused significant wear on the existing baseball fields. While the infields were recently reconstructed, the outfields were only topdressed and lawn growth recovery is increasingly more difficult.	Excavate existing baseball outfields down 12-inches to remove clay soils and underdrains with imported topsoil, seed, fertilize & mulch. Reconstruct with imported sand, topsoil, & sod.	\$ 350,000	Full Building Aid not available until 5/31/2028
		Existing irrigation system is not adequate to water the entire athletic field area; thereby limiting maintenance capabilities.	Extend 4-inch underground irrigation pipe and provide additional yard hydrants for greater coverage at baseball & softball fields.	\$ 160,000	Full Building Aid not available until 5/31/2028
2	Exterior Message Center Replacement	The existing message center is alienated from the main entrance to OFA; and consistently in need of service. Sign is currently inoperable due to faulty breaker issues. As such, the District lacks a reliable message center to communicate important messages and events with the community.	Relocate message center from the Golden Dome to OFA. Provide 3'x8' double sided, freestanding digital LED sign with wireless control, remote access from within the school. Nevco Scoreboard Company or equal. Relocate Peo Bell Monument from Kennedy Elementary School to OFA and add benches.	\$ 125,000	

Ogdensburg Free Academy (1934, 1968, 1986, 1990, 1992)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
3	Roofing System Replacement	Portions of the existing roofing systems date back to 2001 and no longer under warranty. Seam & flashings are splitting open; and signs of leaks can be found on the interior.	Existing EPDM roofing systems to be restored. Provide new membrane, cover board, and supplemental insulation to meet R-30 ci (per energy code) with 25-year warranty.		
			A. 1936 Wing - George Hall Trade School	\$ 100,000	
			B. 1968 Wing - Pool, Locker Rooms, District Office, CSE Office	\$ 540,000	
			C. 1986 Wing - B&G Office Addition	\$ 75,000	
			C. 1990 Wing - 2-Story Classrooms & Auxiliary Gym	\$ 765,000	
		D. 1992 Wing - Academy St. Classrooms, Band & Choral	\$ 420,000		
4	Exterior Wall Restoration	Existing 1934 Wing consists of severely corroded and deformed steel lintels over window openings on the 1st & 3rd floors.	Replace deteriorated steel window lintels with galvanized steel Lintels & replace associated brick veneer & thru-wall flashing.	\$ 325,000	
5	Exterior Window Replacement	Existing 1934 Wing consists of severely corroded and deformed steel lintels which require window removals to accommodate replacement.	Replace windows at 1934 Wing impacted by lintel remediation work.	\$ 915,000	
		Existing curtain walls at the District & CSE Offices consist of windows with bad seals/gaskets and condensation between panes of glass. Windows are not energy efficient and leak air around operable project out units.	Remove curtain walls and reconstructed opening with insulated stud wall system and horizontal sliding windows. Provide stone veneer at the base and insulated metal panel above windows.	\$ 365,000	
6	Wood Shop Reconstruction	Existing Wood Shop is antiquated and no longer meets program needs. Area overheats due to solar gains from skylights with clear glass. Sink no longer drains and indoor dust collection system is no longer permitted by Code. Equipment lacks newer safety features to include dustproof GFI receptacles, anti-start plugs, safety guards, etc.	Reconstruct Wood Shop with new safety devices (dustproof GFI receptacles, anti-restart plugs, etc.), new equipment (to include safety guards), makeup air unit, LED lighting, and Kalwall Skylights. Provide new dust collector on the exterior.	\$ 1,350,000	

Ogdensburg Free Academy (1934, 1968, 1986, 1990, 1992)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
7	Metal Shop Reconstruction	Existing Metal Shop is antiquated and no longer meets program needs. Light fixtures consist of exposed lamps without protective shatter shields or wire guards. Existing air handling unit mixes air between the art classroom and metal shop. No trough sink is provided; and there is a lack of adequate provisions to shield the welding area.	Reconstruct Metal Shop with new safety devices (dustproof GFI receptacles, anti-restart plugs, etc.), new equipment (to include safety guards), isolated welding area, and new makeup air unit. All areas to be wheelchair accessible. Provide dedication HVAC systems for the Art Classroom & Metal Shop.	\$ 900,000	
8	New Create Classroom	Create Program is being developed to provide career training education to students at risk of dropping out or have been unsuccessful in traditional academic classrooms. BOCES Print Shop has recently been relocated out of the facility and provides available space for the program.	Convert Computer Graphics B102 and former Print Shop B104 into a Create Classroom with space for lecture & cooking, woodworking and agriculture shop. Space to be provided with restroom and overhead doors. Capacity for 15-students.	\$ 875,000	
9	Drafting Room Reconstruction	Existing Drafting Room B114/B115 is antiquated and no longer meets program needs. The use of drafting tables have been limited with advancements in technology to include CAD software and 3-D printers. Glass between the drafting room and CAD lab has been removed for communication purposes. Better mechanical ventilation and open, flexible space are needed.	Remove glass wall and ceilings to create larger space with more volume. Provide ceiling clouds to hide infrastructure as needed.	\$ 825,000	

Ogdensburg Free Academy (1934, 1968, 1986, 1990, 1992)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
10	Main Gym Reconstruction	The main gym floor is original and can no longer be maintained. Portions of the floor have been damaged from previous mechanical leaks; thereby resulting in uneven boards with gaps that continue to expand and open. There is no venting of the floor to alleviate underlying moisture. Basketball backstops are antiquated and the electric winch system is failing.	Provide new maple wood floor over plywood subfloor, bio-pad, and vapor barrier with line paint for main (Bill Merna) basketball court, (2) side basketball courts, and (2) volleyball courts. Provide perimeter vented wall base throughout. Replace main basketball backstops.	\$ 325,000	
		Telescopic bleachers are problematic and difficult to operate. Bleacher removals are required for wood floor replacement.	Provide new classic wood (pine) bleachers with vinyl end curtains, safety rails, (8) recoverable wheelchair notchouts & seating capacity for 850 spectators. Existing fixed upper bleachers to remain.	\$ 460,000	
		Gym scoreboards are antiquated and lack the efficiencies of new LED technology and wireless controls.	Provide (2) Daktronics BB-2103 Multi-Sport Wireless Scoreboard, 6'x8', with Decorative Border Stripe, Logo, All Sport 5000 HD Wireless Control Console, MX-1 Controller for Cell Phone / Tablet Control, and PS-2103 Protective Mesh.	\$ 80,000	
11	Auxiliary Gym Reconstruction	Existing auxiliary gym consists of pitted floor finishes and worn line paint	Sand & refinish gymnasium floor with new line paint and door thresholds.	\$ 85,000	
		Telescopic bleachers are problematic and lack handicapped accessibility. Bleacher removals are required for wood floor refinishing.	Provide new classic wood (pine) bleachers with vinyl end curtains, safety rails, recoverable wheelchair notchouts & seating capacity for 234 spectators.	\$ 95,000	

Ogdensburg Free Academy (1934, 1968, 1986, 1990, 1992)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
12	Home & Careers and Robotics Reconstruction	Existing Home & Careers Classroom B303 is antiquated and no longer properly serves program needs. Floor finishes consist of cracked floor tile, cabinets are outdated & worn, and no wheelchair accessible stations are provided. Classroom lacks proper ventilation and exhaust for cooking equipment. Adjacent room B302 is crowded with sewing equipment and lacks adequate space to be of use.	Convert Storage B311 thru Robotics B318 into Home & Careers. Provide lecture area, updated kitchenette, sewing room, and handicapped accessibility.	\$ 835,000	
			Convert Home & Careers Classroom B303 into Robotics. Current Robotics Room is oversized and better served by Home & Careers.	\$ 360,000	
13	Mechanical System Upgrades	The existing steam system within the 1934 Wing is beyond its useful life and limits the efficiency of mechanical equipment as compared to newer hot water systems. Steam piping & traps have been problematic as condensate no longer returns back to the boiler room. The Building Management System (Continuum) is outdated and problematic with the District unable to access the system at times.	Convert steam system to hot water for increased efficiency throughout the 1934 Wing. Upgrade the building management system (BMS) from Continuum to Ecostuxure with Day Automation to include software, database, graphic automation servers, etc.	\$ 8,275,000	No Cooling / Air Conditioning
14	Boiler Replacement	Existing heating plant consists of (3) Cleaver Brooks steam boilers that are beyond the ASHRAE 25-year useful life expectancy. Existing boilers lack the higher efficiency of condensing boilers for reduction in operating costs. The door recently fell off one of the boilers; thereby raising safety concerns.	Replace steam boilers with more efficient condensing boilers and convert to hot water. Potentially relocate boilers to new location.	\$ 2,650,000	

Ogdensburg Free Academy (1934, 1968, 1986, 1990, 1992)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
15	Pool Equipment Room Upgrades	Pool room equipment is severely deteriorated and corroded due to the ongoing presence of chlorine and acid vapors.	Provide new fan coil unit located in the penthouse above the locker rooms. Construct dedicated chlorine and acid injection rooms.	\$ 415,000	Full Building Aid not available until 7/24/2035
16	Public Address System Replacement	Existing public address system (Rauland Telecenter Communications System) is beyond its useful life and problematic. System requires ongoing servicing to remain operational. Newer IP based paging systems can broadcast to any network terminal and dramatically reduces the amount of cabling.	Provide IP Clock/Speaker System with HD Display by Advanced Network Device thru State Contract.	\$ 1,350,000	Wireless Clock System 2008
Estimated Construction Cost Total				\$ 23,660,000	

Note: Construction Costs include Escalation, Overhead & Profit and General Requirements.

\$ 1,275,000	Site Work
\$ 22,385,000	Building
<u>\$ 23,660,000</u>	Total

GOLDEN DOME

Golden Dome (1970, 1986, 1988)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
1	Roof System Upgrades	Existing roof is constructed of an aluminum panel system connected with numerous caulk joints to shape the geodesic dome. The joints have been breached and storm water leaks are damaging and staining the ice rink in multiple areas below.	Rake & reseal deteriorated caulk joints and provide aromatic elastomeric spray applied waterproof coating (ARC SC-3900).	\$ 535,000	
		Existing vinyl faced batt insulation and underlying spray-on cellulose roof insulation dates back to 1986. The material covers the entire interior of the geodesic roof and the effectiveness is a concern with years of ongoing roof system leaks. Water leaks are further a concern for potential development of mold within the batt insulation; and the spray-on insulation is loose with bare spots exposing the aluminum paneling.	Remove existing roof insulation in its entirety and replace with 4-inch thick Johns Manville Corbond IV (closed cell spray-on insulation) and Johns Manville Microlite "L" (batt insulation with vinyl face). Total insulation value to meet code at R-30 ci; and thermal barrier coating required over spray-on insulation.	\$ 750,000	
		Existing roof perimeter consists of a corroded metal gutter that leaks and no longer sheds stormwater properly. Existing 5/8-inch stone / aggregate fascia panels are original to the building and no longer securely fastened to the building.	Provide new seamless gutter and metal panel at entire perimeter of roof.	\$ 125,000	
		Existing stairwell to the south consists of a barrel vaulted roof structure with deteriorated wood roof framing and poor storm water management. Roofing system is beyond its useful life and no longer under warranty.	Replace barrel vaulted roof with steel framing, steel deck and EPDM roof system with 25-year warranty.	\$ 150,000	
		Protective coating is over 15-years old and no longer effective on the concrete roof abutments. As such, moisture has penetrated the concrete and cracks have developed.	Restore all (6) concrete abutments and provide waterproof protective coating.	\$ 85,000	

Golden Dome (1970, 1986, 1988)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
2	Handicapped Lift Replacement	Existing handicapped lift has been problematic and no longer in operation; thereby, not allowing wheelchair access to the spectator area.	Replace wheelchair lift in kind.	\$ 35,000	
3	Former Supervisor Office Demolition	The former Dome Supervisor Office is located on a mezzanine below the ice rink scoreboard. There is no second means of egress and the connecting stair is not compliant with current regulations.	Remove the former Supervisor Office & Stair; and re-support ice rink scoreboard.	\$ 60,000	
4	Locker Room Reconstruction	Existing (hockey) team rooms to the north were constructed in 1986 and no longer meet program needs. The HVAC system is ineffective and odors emanate throughout. Existing rubber floor tiles are worn, tarnished and curling; thereby creating a tripping hazard for occupants.	Reconstruct Team Room 1 & 2, Coaches Office, & related Passages. Provide new lockers, benches and restroom. Replace mechanical unit (HVU-1) located in weight room area. Excludes shower room.	\$ 965,000	Shower Room Reconstructed in 2013
		Existing (football) team rooms to the south were constructed in 1986 and no longer meet program needs. The HVAC system is ineffective at heating the space and air flow is at a minimum. The space is located below the level of the main floor; and no handicapped access provided.	Reconstruct Team Room 4, 5, & 6, Restroom & related Passages. Provide new lockers, benches, connecting ramp. Replace mechanical unit (HVU-2) located adjacent to lift station at southwest corner of Dome. Excludes Coaches Office / Ref Room.	\$ 765,000	Shower Room Reconstructed in 2013
5	Ice Rink Upgrades	Existing dasher boards date back to 1986 and are no longer effective at creating an ice dam as water continually migrates out from beneath the boards. The boards lacks safety features and movement associated with flexible dasher boards systems that can absorb player impact. The overhead netting has deteriorated and no longer effective at protecting spectators from stray hockey pucks.	Provide CheckFlex dasher board system and related storage carts by Athletica Sport Systems. Provide new overhead netting system.	\$ 110,000	

Golden Dome (1970, 1986, 1988)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
6	Restroom Reconstruction	Lower level restrooms were constructed in 1986 and can no longer be maintained. No handicapped accessibility is provided and toilet room accessories are missing throughout. Finishes consist of rubber flooring that is difficult to sanitize and walls are simply painted block. The HVAC system is ineffective and odors emanate throughout.	Relocate Men 1124 & Women 1092; and reconstruct Storage 1099 & 1098 into new restrooms. Raise floor and convert former restrooms (Men 1124 & Women 1092) into general storage rooms.	\$ 500,000	
			Replace finishes & fixtures in Gender Neutral Restrooms at upper level on north side of the ice rink.	\$ 35,000	
7	Dehumidification Replacement	Existing dehumidification unit is antiquated and no longer effective at removing moisture within the ice rink. Humidity level is a large contributor to surface heat loads; thereby leading to frost build-up & premature melting. Dasher board glass persistently fog during the months of October & November.	Provide new ice rink dehumidification unit.	\$ 295,000	
8	Temperature Controls Upgrades	Existing building still contains pneumatic temperature controls. Air lines are susceptible to leaks that go undetected and miscellaneous equipment lacks connection to the building management system for troubleshooting & temperature setbacks.	Upgrade all equipment to direct digital controls thru Day Automation.	\$ 220,000	

Golden Dome (1970, 1986, 1988)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
9	Plumbing System Upgrades	Existing domestic water system consists of a conventional hot water boiler and multiple storage tanks located in the Zamboni room at the northeast corner of the building. The boiler is at the end of its useful life and requires increased maintenance to remain in service. There is a lack of hot water reaching team rooms and restrooms at the southwest corner of the building. Due to stagnant water, the tanks must be heated to a minimum of 140-degrees.	Provide new Aerco high efficiency on-demand, tankless water heater. The instantaneous water heater allows for greater energy savings with a lower setpoint (120 to 130 degrees) since there is no stagnant water associated with conventional systems.	\$ 450,000	
		Existing sewage ejection pumps located in mechanical rooms at the north & south side of the building are beyond their useful life and problematic. The sump pit enclosures are severely corroded and no longer prevent odors from emanating to surrounding spaces.	Replace both duplex sewage ejection pump stations and sump enclosures in their entirety.	\$ 100,000	
10	Water Quality Improvements	Existing water consists of high amounts of chlorine; thereby resulting in large amounts of dissolved calcium or hard water. These minerals are forced to the rink surface as water freezes from the bottom up and reduce smoothness. Additionally, ice is much softer as water molecules will not compact as tightly to form a dense sheet of ice due to high concentration of minerals.	Provide new water softener system to include brine & resin tanks to reduce hardness. Optimal level of total dissolved solids (TDS) in ice making water is between 50 and 100 parts per million (ppm).	\$ 220,000	
Estimated Construction Cost Total				\$ 5,400,000	

Note: Construction Costs include Escalation, Overhead & Profit and General Requirements.

\$	-	Site Work
\$	5,400,000	Building
\$	5,400,000	Total

JOHN F. KENNEDY

John F. Kennedy Elementary School (1964, 1969, 1983, 1987, 1989, 2012)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
1	Jersey Ave Parking Lot Reconstruction	Since the onset of the COVID-19 pandemic, a significant number of parents continue to provide private transportation for their children. Existing drives are not adequate to support the increased traffic and parents are forced into offstreet parking on Jersey Ave; thereby creating a chaotic situation during arrival & dismissal time. With the larger number of personal vehicles, Jersey Ave has become a safety concern for students crossing the streets while attempting to reach their destination.	Reconstruct the existing drive and parking lot from Jersey Ave to create a significantly larger loop to reduce and/or eliminate ongoing parking on Jersey Ave.	\$ 1,015,000	Full Building Aid not available until 5/24/27
2	Playground Upgrades	Older playgrounds consist of rubber mulch with inadequate depths for proper shock absorption. The rubber mulch is easily displaced, students track material into the school, and surface does not support students with special needs.	Replace rubber mulch & 8-inch composite border with grass ultra (carpet) surface and 12-inch composite border.		Parkitects - Sourcewell Contract
			A. PreK-K Playground	\$ 150,000	
			B. Grade 4-6 Playground (adjacent court)	\$ 200,000	
3	Roofing System Replacement	Portions of the existing roofing systems date back to 2001 and no longer under warranty. Areas were found to be saturated with water while performing roof cuts for new mechanical equipment during the recent capital outlay project. Signs of leaks can be found on the interior.	Replace EPDM roofing system in its entirety with R-30 ci (per energy code) and 25-year warranty.		
			A. 1964 Wing	\$ 1,060,000	
			B. 1969 Gym	\$ 300,000	
			C. 1983 Library Addition & 1988 Classroom Wing	\$ 765,000	
			D. 1989 Classroom Wing	\$ 1,035,000	

John F. Kennedy Elementary School (1964, 1969, 1983, 1987, 1989, 2012)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
4	Exhaust System Upgrade	Existing restroom exhaust is original to the 1964 Wing and no longer functions properly.	Replace existing rooftop power exhaust fan and rebalance restrooms accordingly.	\$ 15,000	
5	APE Gym 150 Upgrades	Existing APE gym contains (2) unit ventilators that no longer function properly. Units are high on the wall and difficult for maintenance staff to access / service.	Remove (2) unit vents, restore walls within APE gym, and provide rooftop air handling unit.	\$ 355,000	
6	Classroom Unit Ventilator Replacement	Older portions of the building are served by classroom unit ventilators that are 31 to 35 years old and require more frequent service to continue operating.	Replace unit ventilators in kind.		
			A. 1964 Wing, (9) Horizontal	\$ 450,000	
			B. 1969 Wing, (8) Horizontal	\$ 400,000	
			C. 1988 Wing, (11) Ceiling Mtd.	\$ 625,000	
			D. 1989 Wing, (4) Ceiling Mtd.	\$ 225,000	
7	Domestic Water System Upgrades	Existing hot water system is complicated for staff and lacks efficiency from use of the adjacent heating boilers.	Provide plate heat exchanger off the boilers.	\$ 100,000	
8	Public Address System Replacement	Existing public address system (Rauland Telecenter Communications System) is beyond its useful life and problematic. Newer IP based paging systems can broadcast to any network terminal and dramatically reduces the amount of cabling.	Provide IP Clock/Speaker System with HD Display by Advanced Network Device thru State Contract.	\$ 600,000	Wireless Clock System & Speakers approved in 2012. Full Building Aid not available until 5/24/2027
			Estimated Construction Cost Total	\$ 7,295,000	

Note: Construction Costs include Escalation, Overhead & Profit and General Requirements.

\$ 1,365,000	Site Work
\$ 5,930,000	Building
<u>\$ 7,295,000</u>	Total

GRANT C. MADILL

Grant C. Madill Elementary School (1970, 1979, 1986, 2012)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
1	Playground Relocation	Existing playground is alienated from the school; and proximity is a concern in the event of an active shooter. Equipment is antiquated and lacks handicapped accessibility.	Construct new playground immediately adjacent to school. Provide wheelchair accessible carpet surface; and new equipment.	\$ 765,000	Parkitects - Sourcewell Contract
2	Front Parking Lot Reconstruction	Existing service parking lot off Jefferson Ave consists of uneven pavement, multiple cracks and open seams throughout. It was last top coated in 2001.	Mill / recycle existing pavement.	\$ 140,000	
3	Band & Choral Room Expansion	Existing music room department is undersized and lacks adequate acoustics. There is no dedicated band room and must either utilize the cafetorium or choral room.	Reconstruct existing music room for chorus. Provide added volume, skylights and acoustical treatments.	\$ 475,000	
			Expand building outside existing music room for dedicated band room (30'x40'). Provide volume, acoustical treatments, instrument storage, and practice space.	\$ 935,000	Potential for No Building Aid on Elementary Music Space (Max Classrm = \$420K)
4	Kitchen Reconstruction	Existing kitchen cooler & freezer are antiquated and no longer functioning properly.	Provide new walk-in cooler & freezer.	\$ 120,000	
		Existing kitchen air handling unit is original and no makeup air is provided.	Provide new rooftop makeup air unit.	\$ 165,000	
5	Stage Upgrades	Existing stage is antiquated and currently being utilized for band / storage due to lack of space. No handicapped access is provided as ramp is too steep & without proper headroom. Lighting is outdated and lacks the efficiency of newer LED technology.	Provide new curtains, lighting & sound system. Replace wood floor, add 3-tier bleachers off face of stage & wheelchair lift in place of ramp.	\$ 1,115,000	

Grant C. Madill Elementary School (1970, 1979, 1986, 2012)

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
6	Unit Ventilator Replacement	Existing classrooms are all served with antiquated horizontal unit ventilators (e.g. AAF Herman Nelson) that are at their end of their useful life; and replacement parts are becoming more difficult to obtain.	Replace unit ventilators in kind.		
			A. 1970 Wing, (15) Horizontal	\$ 1,015,000	
			B. 1979 Wing, (6) Horizontal	\$ 365,000	
			C. 1986 Wing, (4) Horizontal	\$ 250,000	
			Estimated Construction Cost Total	\$ 5,345,000	

Note: Construction Costs include Escalation, Overhead & Profit and General Requirements.

\$ 905,000	Site Work
\$ 4,440,000	Building
<u>\$ 5,345,000</u>	Total

NEW TRANSPORTATION FACILITY

New Transportation Facility

Item	Description	Existing Conditions	Recommendations	Order of Magnitude Costs	Remarks
1	New Transportation Facility	District recently took over transportation responsibilities and now owns a fleet of (13) buses. The District is without a dedicated bus garage for servicing buses; and lacks an operation center for transportation needs. A single service bay is currently being rented off-campus from Roethel Coach Lines.	Purchase 28.06 acres of property from Ogdensburg Bridge & Port Authority near OFA on the opposite side of NYS Route 37. Construct new bus garage with transportation office, service & repair bays, service pit, and bus wash with outdoor bus storage (no canopy), fueling station, & snow scaper on the exterior.		Preliminary Submission sent to State Ed 05.01.23. Awaiting Authorization & Building Aid Determination (No EXCEL Aid is Permitted)
			A. Site Purchase, Site Features & Utilities	\$ 3,465,000	
			B. Pre-Engineered Building	\$ 4,475,000	
			Estimated Construction Cost Total	\$ 7,940,000	

Note: Construction Costs include Escalation, Overhead & Profit and General Requirements.

COST SUMMARY

Preliminary Opinion of Probable Project Costs

	Ogdensburg Free Academy	Golden Dome	John F. Kennedy Elementary	Grant C. Madill Elementary	New Transportation Facility	Total
	SED Control No. 51-23-00-01-0-007	SED Control No. 51-23-00-01-0-007	SED Control No. 51-23-00-01-0-006	SED Control No. 51-23-00-01-0-014	SED Control No. 51-23-00-01-5-022-001	
Anticipated Construction Costs*	\$ 22,385,000	\$ 5,400,000	\$ 5,930,000	\$ 4,440,000	\$ 4,475,000	\$ 42,630,000
Construction Contingency (+/-10%)	\$ 2,365,000	\$ 550,000	\$ 700,000	\$ 550,000	\$ 800,000	\$ 4,965,000
Incidental Costs (+/-20%)**	\$ 5,235,000	\$ 1,100,000	\$ 1,600,000	\$ 1,200,000	\$ 1,760,000	\$ 10,895,000
Site Work	\$ 1,275,000	\$ -	\$ 1,365,000	\$ 905,000	\$ 3,465,000	\$ 7,010,000
Total	\$ 31,260,000	\$ 7,050,000	\$ 9,595,000	\$ 7,095,000	\$ 10,500,000	\$ 65,500,000

NYSED Construction Cost Allowance: \$ 47,784,981 \$ 1,323,780 \$ 25,828,802 \$ 9,278,619 **Target \$65.5M**
NYSED Incidental Cost Allowance: \$ 11,931,937 \$ 324,680 \$ 2,183,672 \$ 1,960,461
 (Per Fiscal Advisors 08.17.23)

This Preliminary Opinion of Probable Project Costs has been prepared on the basis of BCA Architects & Engineers' experience; and represents our judgement as design professionals within the construction industry. Neither BCA Architects & Engineers nor the School District has control over the cost of labor, materials, equipment, or the Contractor's method of determining prices or the competitive bidding market. BCA Architects & Engineers cannot guarantee that the actual bids or the construction cost will not vary from this Preliminary Opinion of Probable Project Costs.

- * Anticipated Construction Costs excludes site development which is recognized as incidental costs by State Ed.
- ** Incidental Costs include expenses such items as legal, administrative, professional, special inspections, project air monitoring, commissioning, site work, etc.
- *** District Reserve = \$4M, EXCEL = \$369,239, Building Aid = 98%
- **** Preliminary Analysis = \$65.5M Project possible with No Tax Increase if 99% Project eligible for Building Aid as per Fiscal Advisors & Marketing on 08.17.23.

SCHEDULE



OGDENSBURG CITY SCHOOL DISTRICT DISTRICT-WIDE CAPITAL IMPROVEMENTS OVERALL PROJECT TIMELINE

- Kick-Off Meeting with Facilities CommitteeDecember 12, 2022
- Transportation Meeting with Facilities CommitteeFebruary 16, 2023
- Prelim NYSED Submission on Transportation Facility..... May 1, 2023
(NYSED Logged May 5, 2023)
- District-Wide Scope & Budget Development..... May – August 2023
- Funding / Debt Service Mtg with Fiscal Advisors August 17, 2023
- Focus Group Meetings with Staff August 22, 2023
- Project Review with Facilities Committee..... September 8 & 28, 2023
- **Project Overview with Board of Education October 16, 2023**
(Financial Analysis / Debt Service / Send LOI to SED)
- Lead Agency, SEQR, Bond Resolutions, VoteNovember 6, 2023
(Complete no less than 45-Days prior to Vote, Dec. 9th)
- Publication of (4) Legal Notices..... December 2023 - January 2024
(No More than 49 nor less than 45-Days prior to Vote)
- Newsletter and Public Meetings January 2024
- Voter Referendum January 23, 2024
- Project Design Period (First Phase) February – October 2024
- SED Review & Approval (*) November 2024 – February 2025
- Bidding / Award March 2025
- Construction Start (First Phase) June 2025

(*) Current NYSED Review Time = 14 to 16 Weeks Arch & Eng Reviews

EXHIBIT B
2024 BCA Hourly Rates & Reimbursable Schedule

2024 BCA HOURLY RATES & REIMBURSABLE SCHEDULE

	PER HOUR
PRINCIPALS	
Senior Principal	\$275.00
Principal	\$215.00
Senior Associate Principal	\$180.00
Associate Principal	\$165.00
ARCHITECTURE & ENGINEERING SERVICES	
Senior Project Manager – Architect or Engineer	\$165.00
Project Manager – Architect or Engineer	\$150.00
Project Architect or Engineer	\$135.00
Senior Architectural or Engineering Associate	\$110.00
Senior Architectural Designer	\$105.00
Architectural or Engineering Associate	\$95.00
BIM/CAD Technician	\$95.00
Interior Designer	\$85.00
Intern	\$75.00
Executive Administration	\$95.00
Administration	\$67.00
CONSTRUCTION SERVICES	
Senior Project Manager – Construction Management	\$165.00
Project Manager – Construction Management	\$150.00
Senior Field Representative	\$135.00
Field Representative	\$110.00
SITE DATA COLLECTION SERVICES	
Field Crew 2 Man (NYS Prevailing Rate)	\$220.00
Field Crew 2 Man (Regular Rate)	\$130.00
Geospatial Field Crew 2 Man	\$130.00
Senior Geospatial Technician	\$120.00
UAV Pilot	\$110.00
Geospatial Technician	\$95.00
Survey Technician	\$95.00
GPS Equipment Technician	\$85.00

PER HOUR

SPECIALTY SERVICES

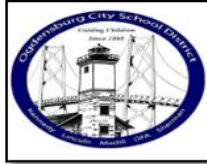
Codes Compliance	\$200.00
Codes Analyst	\$125.00
Specification Writer	\$100.00
Graphic Designer	\$90.00
Security Specialist	\$125.00
Educational Planner	\$95.00
Expert Witness	\$175.00
Technology Planner RCDD	\$125.00
Structural Engineer Expert	\$175.00

TRAVEL

Travel by Auto Per Mile	Per IRS Rate
Travel by Field Truck Per Mile	Per IRS Rate + 25%
Travel by Air	Actual Cost
Expenses	Actual Cost + 15%

EXHIBIT C

Architect-Construction Manager Coordination Matrix



Ogdensburg City School District Capital Project Responsibility Matrix

Services		Owner	A/E	CM	Financial	Attorney
Pre-Construction / Design Phase		Key: L = Lead, S = Support				
1.	Review Owner's program and provide preliminary evaluation of feasibility.		L	S		
2.	Prepare preliminary estimates of construction cost.		S	L		
3.	Review design documents for feasibility of construction methods.		S	L		
4.	Prepare and periodically update of project schedule.		S	L		
5.	Prepare and update estimates of construction cost at periodic intervals.		S	L		
6.	Make recommendations to Owner & Architect regarding constructability.			L		
7.	Assign responsibilities for temporary project facilities and equipment.	L		S		
8.	Recommend responsibilities for safety programs.	S		L		
9.	General requirements review.	L	S	S		L
10.	Advise on division of project into individual contracts & alternates.		S	L		
11.	Value engineering.		S	L		
12.	Establish and maintain the overall budget monitoring system.	S		L	S	
13.	Review construction documents to verify that work of each contract is coordinated within the documents	S		L		
14.	Prepare project schedule.		S	L		
15.	Provide cash flow projections as required by Financial Consultant.		S	L	S	
16.	Calculate maximum cost allowance and distribute to Project Team.	S			L	
17.	Identify & coordinate order of long lead items.			L		
18.	Assist Owner in selecting, retaining, & coordinating services of special consultants and testing laboratories.		L	L		
19.	Develop and maintain bidder's list, issue bid documents to bidders, and conduct pre-bid meeting.		L	S		
20.	Issuance of addenda to bidding documents.		L			
21.	Architect prepares bid forms in consultation with CM and Owner as part of project manual development. Architect, CM & Owner to confirm prime contracts, bid items, allowances, unit prices and alternates.	L	L	L		
22.	Architect & CM will attend bid opening. Architect & CM will open and record bids with Owner.	S	L	L		
23.	CM to review bids with Architect & Owner. CM to prepare bid tabulation, review bids with apparent low bidders for each contract and prepare award recommendation letter for Owner's review and present to District's Board of Education.		S	L	S	S



Ogdensburg City School District Capital Project Responsibility Matrix

Services		Owner	A/E	CM	Financial	Attorney
Construction Phase		Key: L = Lead, S = Support				
1.	Prepare contracts for construction, collect insurance & bonds, etc.; and forward all documents to Owner.		L	S		S
2.	Conduct pre-construction meeting.		S	L		
3.	Provide project management software / invites for project access.		L	L		
4.	Provide administration of contracts for construction.		S	L		
5.	Coordinate scheduled activities of Contractors.			L		
6.	Schedule and conduct job meetings, and distribute minutes.		S	L		
7.	Update project construction schedule.			L		
8.	Update cash flow projections as required by Financial Consultant.	S		L	S	
9.	Coordinate sequence of construction.		S	L		
10.	Review Contractor's performance as it relates to conformance to contract documents.		S	L		
11.	Monitor approved estimate of construction cost and provide updates.		S	L		
12.	Maintain and update total project costs and distribute to Owner & Architect at periodic intervals.	S	S	L	S	
13.	Review and process Contractor's applications for payment to include reviewing Schedule of Values.		L	S		
14.	Review of safety programs developed by Contractors.	S		L		
15.	Transmit Requests for Information (RFI's) to the Architect for review and distribute responses.			L		
16.	Review requests for changes and submit to Architect & Owner.	S		L		
17.	Prepare proposal requests, field orders and change orders.		L	S		
18.	Coordinate and implement procedures for submittal review.		L			
19.	Provide written progress reports to the Owner & Architect.			L		
20.	Maintain copies of all contract drawings, specifications, addenda, change orders, etc. on the project site at all times.			L		
21.	Observe & schedule Contractor's final testing and start-up of utilities, operation systems & equipment, and training.	S		L		
22.	Generate punch list.	S	L	S		
23.	Coordinate correction and completion of walk-thru punch list items in accordance with contract timeline.		S	L		
24.	Issue Certificates of Substantial Completion to all Contractors & State Ed.		L	S		
25.	Collect as-built drawings, operation & maintenance manuals, & warranties from all Contractors; and provide to Owner in accordance with timeline.		S	L		
26.	Collect closeout documentation from all Contractors.		S	L		
27.	Process final applications for payment.		L	S		
28.	Provide final accounting of project and final cost reports to State Ed.	L	S	S	L	
29.	Finalize change orders process with State Ed.	L	S	S	L	