

# AIA<sup>®</sup> Document B132<sup>™</sup> – 2019

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

**AGREEMENT** made as of the Eighteen day of May in the year Two Thousand Twenty-Two  
(In words, indicate day, month, and year.)

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

Wallkill Central School District  
1500 Route 208  
P.O. Box 310  
Wallkill, New York 12589

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

Tetra Tech Engineers, Architects & Landscape Architects, P.C.  
d/b/a Tetra Tech Architects & Engineers  
Cornell Business & Technology Park  
10 Brown Road  
Ithaca, New York 14850

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

Tetra Tech Project Number: 143-17597-22002/22003  
The project includes renovations at Ostrander Elementary School, Plattekill Elementary School, Leptondale Elementary School, Borden Middle School, and the Wallkill High School.

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

Barone Construction Group, Inc.  
23 New Platz Road  
P.O. Box 876  
Highland, New York 12528

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

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

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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.)*

Refer to Attachment A – Scope of Work

§ 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.)*

§ 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.)*

Construction Budget (including contingencies)	\$23,841,306
Incidental Budget	\$8,570,251
<b>Capitalized Interest</b>	<b>\$993,001</b>
Project Total	\$43,800,000

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

.1 Design phase milestone dates, if any:

Phase 1

May 2022 – November 2022

Phase 2

September 2022 – June 2023

.2 Construction commencement date: May 1, 2023

.3 Substantial Completion date or dates: September 30, 2024

*(Paragraph deleted)*

.4 Other milestone dates: The design schedule is contingent on timely submission by the Architect and timely approvals by Owner, Construction Manager and other review agencies having jurisdiction over the Project. The design schedule may be adjusted as the Project proceeds by mutual agreement of Owner and Architect.

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

Phase 1 and Phase 2 will be competitively bid as separate projects. Both phases will consist of multiple construction contracts, Standard Wick's law prime contracts.

§ 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.)*

§ 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.

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

Mr. Brian Devincenzi, Assistant Superintendent for Support Services  
Wallkill Central School District  
1500 Route 208  
P.O. Box 310  
Wallkill, New York 12589  
Phone Number: (845) 895-7102  
Email Address: bdevincenzi@wallkillcsd.k12.ny.us

§ 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.)*

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

.1 Construction Manager:  
*(Paragraphs deleted)*

Barone Construction Group, Inc.

.2 Land Surveyor: TBD

.3 Geotechnical Engineer: TBD

.4 Hazardous Materials Survey & Testing: TBD

.5 Hazardous Materials Abatement Design: TBD

.6 Stormwater Pollution Prevention Plan (SWPP) Construction Monitor: TBD

.7 Construction Testing and Special Inspections: TBD

.8 Air Monitoring Services During Construction: TBD

.9 HVAC Commissioning Agent: TBD

*(Paragraphs deleted)*

.10 HVAC Testing and Balancing Agent: TBD

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

Garrett Hamlin, AIA, NCARB  
8 Southwoods Blvd, Third Floor  
Albany, New York 12211  
Phone Number: (518) 434-3133  
Fax Number: (518) 434-3095  
Email Address: Garrett.Hamlin@TetraTech.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:  
*(Paragraphs deleted)*

.1 Door Hardware: TBD

§ 1.1.12.2 Consultants retained under Supplemental Services:

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

§ 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.

§ 1.2.1 At the initiation of project services the Owner will provide to the Architect all existing building drawings in possession by the Owner, and other building or site information relevant to the planned work. The Architect will review and evaluate the information provided and notify the owner if additional investigations are necessary due to the

information provided or lack thereof. Such additional investigations, including fieldwork required to further identify existing conditions, will be performed as additional services per 4.2.

§ 1.3 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.

*(Paragraph deleted)*

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 Notwithstanding any other provision to the contrary, the Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality for school districts under the same or similar circumstances. Nothing herein shall be construed to extend or exceed the Standard of Care or establish a fiduciary relationship between the parties. Regardless of any term herein, the Architect makes no express or implied warranty of any kind. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 Subject to the Standard of Care, the Architect, in conjunction with the necessary consultants, shall design the Project and perform its services in accordance with all applicable rules, including but not limited to, the New York State Building Code and/or Manual of Planning Standards for Schools, and similar or related laws, rules, regulations, codes and ordinances which are applicable to the Architect's services pursuant to this Agreement and in effect at the time the Architect prepares its Design Documents (the "Legal Requirements"). The parties acknowledge that the meaning of the Legal Requirements is not always free from ambiguity. Accordingly, interpretations of the Legal Requirements which are consistent with the Standard of Care shall satisfy the Architect's obligations pursuant to this Agreement.

§ 2.2.2 Any defective contract documents furnished by the Architect, of which the Architect and/or Owner becomes aware of, will be promptly corrected within such contract documents by the Architect without additional compensation for the Architect's services to correct such documents if such defects are due to negligence of the Architect in accordance with the terms of this contract. Both parties understand that the Architect's obligations to meet the Standard of Care for services, as defined in section 2.2, indicates that the documents provided by the Architect are not implied nor guaranteed to be free of errors or omissions. Other costs that may be incurred by the Owner, due such errors or omissions, would not be the responsibility of the Architect unless the architect has failed to meet the overall project level Standard of Care.

§ 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, a copy of which shall be provided to the Architect at project initiation, once executed. The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 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.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

*(Paragraphs deleted)*

§ 2.5.1 Commercial General Liability: With a combined single limit of liability of not less than \$1,000,000.00 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000.00 for bodily injury and property damage, and

§ 2.5.2 Automobile Liability: With a combined single limit of liability of not less than \$2,000,000.00 for each occurrence of bodily injury and/or property damage, and

§ 2.5.3 Workers' Compensation: With statutory benefits and limits complying with State and Federal requirements, and

§ 2.5.4 Professional Liability: With limits not less than \$2,000,000.00 per claim and in aggregate.

§ 2.5.5 Umbrella/Excess Insurance: With limits not less than \$3,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. 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, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1, 2.5.2 and 2.5.5, 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.

§ 2.5.6 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. The policy naming the District as an additional insured shall be an insurance policy from an A.M. Best A-rated or better insurer, licensed to conduct business in New York State.

§ 2.5.7 The Architect agrees to indemnify the District for applicable deductibles and self-insured retentions.

§ 2.5.8 Upon the Owner's request, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the General Liability and Automobile Liability policies as applicable.

### 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, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services (its Instruments of Services) with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Owner specifically acknowledges that the Architect is not responsible for the technical sufficiency of the work product and/or the professional judgment and analysis of the Architect's Consultants (as defined in Section 1.1.12.1 and Section 1.1.12.2 and the Owner's Consultants (as defined in Section 1.1.10 hereof) or any other consultant retained for the Project (collectively, the "Project Consultants"). The Architect shall not be responsible to the Owner or any third-parties for errors, omissions or other defaults of any other Project Consultant. The Architect's sole responsibility in connection with the services of the Project Consultants shall be to coordinate the Architect's portion of the Instruments of Service consistent with the Standard of Care. The Owner shall require consultants retained by the Owner to coordinate their services and documents with those of the Architect and the Architect's Consultants, if any. The Owner's Consultants shall deliver to the Architect technically sufficient, internally coordinated documents and 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 Owner's approval, a schedule for the performance of the Architect's services (the "Design Deliverables Schedule"). The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This Design Deliverables Schedule shall include allowances for periods of time required for the Owner'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. If the Architect's ability to meet any specific milestone dates set forth in the Design Deliverables Schedule or incorporated into the Design Deliverables Schedule is adversely affected by factors outside of its control, including, but not limited to, delays caused by the Owner, Construction Manager, Contractors, the Project Consultants, or due to any Force Majeure Event, as defined below, or due to any third parties or government or regulatory agency having jurisdiction over the Project, then the Architect shall not be responsible for such delays and such milestone date shall be extended to account for such delay and the Architect's fee equitably adjusted. The Architect shall not be responsible for the consequences of acts of God (such as tornado, hurricane, flood, etc.; acts of terrorism; the Construction Manager's, Contractors' or subcontractors' (and their respective agents', employees' and subcontractors') acts or omissions; insurrections and civil commotions; embargoes, shortage or unavailability of materials, supplies, labor, equipment and systems; sabotage; vandalism; the requirements of law, statutes, regulations and other legal requirements, orders or judgments; and any other similar matters beyond the reasonable control of the Architect (collectively, the "Force Majeure Events").

§ 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 without the Architect's written approval.

§ 3.1.6 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the final construction documents (drawings and specifications) prepared by the Architect and issued for construction (collectively referred to herein as "Construction Documents,") and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services .

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

## § 3.2 Schematic Design Phase Services

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

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

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

§ 3.2.4 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. 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.

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

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

### § 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) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions, for review by the Owner's legal, insurance and financial advisors. The Architect shall also compile project manual that includes the Conditions of the Contract 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.

§ 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 Bidding or Negotiation Phase Services

#### § 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids; (2) reviewing 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 reproduction of Bidding Documents for distribution to prospective bidders;
- .2 participating in a pre-bid conference for prospective bidders;
- .3 preparing responses to written 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 In assisting in the bidding process, the Architect is relying upon the information submitted by the respective bidders and does not make any representations regarding the Contractors' or Subcontractors' stability, financial resources or current ability to perform the Work.

### § 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.

§ 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, since these are solely the Construction Manager's and Contractor's responsibility under the Contract Documents, 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 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 Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment or sixty (60) days after the date of Substantial Completion of the Work, whichever is earlier.

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

**§ 3.6.2.1** The Architect shall visit the site at intervals defined 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 observation and/or 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) 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, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Owner. 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** 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, based on the Architect's observations, the Architect shall review and in conjunction with the Construction Manager and the Owner certify an application for payment. The Architect shall review and certify the application by reviewing the Contractor's Application and Certificate for Payment previously reviewed and certified by the Construction Manager. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

**§ 3.6.3.2** The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's observation and/or inspection of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and observation and/or inspections by others, (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 shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate 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's action in reviewing submittals transmitted by the Construction Manager shall be taken with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review. In no event shall Architect's review period for any submittal be less than fourteen (14) days.

§ 3.6.4.2 After the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples but 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, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Owner shall require the Contractors to review and approve submittals before submitting them to the Architect. Changes, if any, shall be shown and flagged on the submittals, but the submittals shall not be used as a substitute for requests for approvals or approvals of substitutions or other changes, or other procedures required by the Contract Documents. Owner agrees that if Contractor intends to make a claim based upon the submittals or notations by the Architect or any of the Architect's Consultants on returned submittals, Contractor shall so notify the Architect immediately.

§ 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 professional retained by the Contractor, 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 create sign and process Change Orders and Construction Change Directives for the Construction Manager and Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent 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;
- .3 forward to the Owner, for the Owner's review and records written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 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.

§ 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 (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple preliminary designs	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.5 Existing facilities surveys	Architect
§ 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 others	Not Provided

§ 4.1.1.9	Intentionally Deleted	
§ 4.1.1.10	Intentionally Deleted	
§ 4.1.1.11	Intentionally Deleted	
<i>(Row deleted)</i>		
§ 4.1.1.12	Intentionally Deleted	
§ 4.1.1.13	Detailed Cost estimating	Owner
§ 4.1.1.14	On-site project representation beyond that required in Section 4.2.3	Architect
§ 4.1.1.15	Conformed contract documents	Nor Provided
§ 4.1.1.16	Intentionally Deleted	
<i>(Row deleted)</i>		
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Architect
§ 4.1.1.19	Intentionally Deleted	
<i>(Row deleted)</i>		
§ 4.1.1.20	Intentionally Deleted	
§ 4.1.1.21	Intentionally Deleted	
<i>(Row deleted)</i>		
§ 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	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Extensive environmentally responsible design	Not Provided
§ 4.1.1.27	LEED or other "green" certification efforts	Not Provided
§ 4.1.1.28	Historic preservation	Not Provided
§ 4.1.1.29	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.30	Acoustical design	Owner
§ 4.1.1.31	Theater design	Owner
§ 4.1.1.32	Food service design	Owner
§ 4.1.1.33	Geotechnical services	Owner
§ 4.1.1.34	Asbestos-related services	Owner
§ 4.1.1.35	Lead-related services	Owner
§ 4.1.1.36	Mold-related services	Owner
§ 4.1.1.37	Indoor air quality services	Owner
§ 4.1.1.38	Other hazardous material services	Owner
§ 4.1.1.39	Intentionally Deleted	
§ 4.1.1.40	Survey services	Owner
§ 4.1.1.41	Energy rebate services	Architect
§ 4.1.1.42	NYS DEC Stormwater Pollution Prevention Plan (SWPPP) Permitting	Owner
§ 4.1.1.43	Alternate Procurement Methods	Architect
§ 4.1.1.44	Other services provided by specialty Consultants	Owner
§ 4.1.1.45	Other Supplemental Services	

*(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.)*

- 4.1.2.1.2 Programming: Providing services consisting of consultation to establish and document detailed requirements for the Project, such as design objectives, limitations and criteria.
- 4.1.2.1.3 Multiple preliminary designs: Providing services to prepare preliminary designs in addition to that indicated as a Basic Service.
- 4.1.2.1.4 Measured drawings: Providing services to make measured drawings of existing conditions or facilities.
- 4.1.2.1.5 Existing facilities surveys: Providing services to investigate existing conditions or facilities. Basic Services, as needed for elements of the project.
- 4.1.2.1.6 Site Evaluation and Planning: Providing services for site evaluation and planning to assist in site selection.
- 4.1.2.1.14 On-site project representation: Providing on-site representation during construction.
- 4.1.2.1.18 Post occupancy evaluation: Providing services to conduct a meeting with the Owner to review the facility operations and performance.
- 4.1.2.1.22 Telecommunications/data design: Providing telecommunications/data design services. Basic Services, as needed for elements of the project. More comprehensive telecommunication/data design is Additional Services.
- 4.1.2.1.29 Furniture, Furnishings, and Equipment Design: Provide services solely related to furniture, furnishings, and equipment design.
- 4.1.2.1.41 Energy rebate services: Providing services to assist Owner in seeking energy rebates.
- 4
- 4.1.2.1.43 Alternate procurement methods: Provide assistance to the Owner to utilize pre-bid procurement options (OGS State Contract, Piggy backing contracts, etc.

**§ 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.)*

- 4.1.2.2.13 Detailed cost estimating: Providing detailed estimates of the Cost of the Work.
- 4.1.2.2.24 Commissioning: Providing services to develop a Commissioning Plan, a Design Intent Document, and Commissioning Specifications, review the contractor's submittals and other documentation related to the systems to be commissioned, observe and document performance tests, train operators, and prepare a Final Commissioning Report.
- 4.1.2.2.30 Acoustical design: Providing consultant services for acoustical design.
- 4.1.2.2.31 Theater design: Providing consultant services for theater design.
- 4.1.2.2.32 Food service design: Providing consultant services for food service design.

- 4.1.2.2.33 Geotechnical services: Providing consultant services for geotechnical investigation and design.
- 4.1.2.2.34 Asbestos-related services: Providing consultant services for (1) identification of asbestos containing materials; (2) inspection (including bulk sampling); (3) abatement design and administration; and (4) air sampling/project monitoring during or after abatement activities.
- 4.1.2.2.35 Lead-related services: Providing consultant services for (1) identification of lead containing materials; (2) inspection; (3) risk assessment; (4) remediation design and administration; and (5) testing/monitoring during or after remediation work.
- 4.1.2.2.36 Mold-related services: Providing consultant services for (1) identification of mold; (2) inspection/testing for the presence of mold; (3) remediation design and administration; and (4) testing/monitoring during or after remediation work.
- 4.1.2.2.37 Indoor air quality services: Providing consultant services for investigation/testing for indoor air quality.
- 4.1.2.2.38 Other hazardous material services: Providing consultant services for (1) identification of hazardous materials; (2) environmental site assessment; and (3) testing materials, water or soil for the presence of hazardous material.
- 4.1.2.2.40 Survey services: Providing consultant services for site topographical, utility and boundary survey.
- 4.1.2.2.42 Services to prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) including coordination and tasks associated with securing permit authorization from the New York State Department of Environmental Conservation (NYSDEC). This may also include services for weekly construction inspections and reporting for construction activities that disturb one (1) acre or more as required by the New York State General Permit for Stormwater Discharges from Construction Activity - GP-0-20-001.
- 4.1.2.2.44 Other services provided by specialty Consultants: This includes other specialty consultant services such as consultant services for swimming pool shell renovations/designs.

**§ 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.

#### **§ 4.2 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, or approvals given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project Budget, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.5;
- .2 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 provided that preparation time requires more than two (2) hours;
- .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, excluding board meetings and facility/visitation committee meetings at which the Architect has been requested to appear to present updates on the progress of the project;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto or when required by law;
- .10 Value engineering services or redesign to meet budget services after completion of the Design Development Phase;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Professional services to address deficiencies in existing systems and/or materials discovered after initiation of the design services, this includes services for non-destructive and destructive investigations/testing related to such deficiencies.
- .13 Evaluation of the qualifications of entities providing bids or proposals;
- .14 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 Drawings, Specifications and other documentation and supporting data for proposal requests, evaluating Contractor's proposals and supporting data, and providing other services in connection with Change Orders, Construction Change Directives, or potential Change Orders;
- .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.
- .6 Providing Construction Phase Services sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier;
- .7 Providing services made necessary by the default of the Construction Manager or Contractor, by major defects or deficiencies in the Work of the Contractor or Construction Manager, or by failure of performance of the Owner, Construction Manager or Contractor.
- .8 Providing Construction Administration Services after September 30, 2024.
- .9 All services provided relating to unforeseen conditions not known as of the Schematic Design Phase; and
- .10 Providing any other services not otherwise included in the Agreement or not customarily furnished in accordance with generally accepted architectural practice.

§ 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 Up to two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
  - .1 Review of shop drawings, product data item, sample and similar submittals of the Contractor when such initial submittal is provided by the contractor beyond the established submittal deadlines defined in the Contract Documents. The Contract documents shall contain provisions which hold the Contractor responsible to compensate the Owner for any such additional costs due the Architect.
- .2 Up to twenty-five (25) visits to the site by the Architect during construction
- .3 One (1) 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 One (1) 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 by December 31, 2024, 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 Terms and Conditions of the Agreement between Owner and Construction Manager shall be furnished to the Architect. The Architect shall not be responsible for actions taken by the Construction Manager.

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

*(Paragraph deleted)*

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall 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.

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

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and 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. Such surveys and information shall be provided to the Architect prior to the completion of the Design

Development Phase. Any delay in providing this information shall extend the reminder of the schedule accordingly. The Architect shall assist the Owner with securing such surveys as Additional Services.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Such geotechnical information shall be provided to the Architect prior to the completion of the Design Development Phase. Any delay in providing this information shall extend the reminder of the schedule accordingly. The Architect shall assist the Owner with securing such geotechnical services as Additional Services. The Architect shall assist the Owner with securing such geotechnical services as Additional Services.

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

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

§ 5.10 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.

§ 5.11 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. Hazardous materials include asbestos, lead, molds and fungus, polychlorinated biphenyl (PCB) and other potentially dangerous or toxic substances. Evidence of such tests and the results shall be provided to the Architect prior to the completion of the Design Development Phase. Any delay in providing this information shall extend the reminder of the schedule accordingly.

§ 5.12 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.

§ 5.13 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.

§ 5.14 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, 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.

§ 5.15 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.

§ 5.16 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. The Owner shall provide safe means of access to building areas and systems as required for

Architect to perform its work, including but not limited to providing ladders and/or aerial lifts as required to safely access elevated components of the work.

§ 5.17 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.

§ 5.18 The Owner acknowledges that it retains responsibility for compliance with the Americans with Disabilities Act (ADA) and that it does not expect, and will not require, the Architect to certify any facility is in compliance with the ADA.

## 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'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.

§ 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 may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as 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 Contract 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 Contract Documents Phase shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

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

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service 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 material and equipment 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 and the Architect shall have no responsibility or liability to the Owner with respect to any modification to the Instruments of Service. 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 including without limitation for any claims caused by or resulting from any modifications to the Instruments of Service and/or the Owner's use, implementation, interpretation, reuse, misuse, deviation from, addition to or alteration of any drawings, specifications or other documents prepared by the Architect in connection with the Project if used by the Owner or anyone acting under or through the Owner or on the Owner's behalf for any additions to this Project or for any other use upon completion of the Project or earlier termination of this Agreement without Architect's involvement and prior written consent. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. Use of the Architect's Instruments of Service for extensions of the Project or for new projects shall require the written consent of the Architect and shall entitle the Architect to further compensation at a rate to be agreed upon by the Architect and the Owner in accordance with Section 11.9 hereof.

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

§ 8.1.4 The Owner shall defend, indemnify and hold the Architect and the Architect'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 Owner, its employees and its consultants in the performance of duties under this Agreement.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement may be subject to non-binding mediation. 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 may 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.)*

☒ [ X ] Litigation in a court of competent jurisdiction

☐ [ ] Other: *(Specify)*

If the Owner and Architect do not resolve a dispute through mediation pursuant to Section 8.2, the method of binding dispute resolution shall be determined by litigation in Supreme Court, Ulster County, or the United States District Court, Southern District, if appropriate.

Init.

§ 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 undisputed 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.

*(Paragraphs deleted)*

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

§ 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.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located Ulster County, New York, excluding that jurisdiction's choice of law rules.

§ 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.

§ 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 upon thirty (30) days written notice to the Architect 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 Provided the Architect is compensated for all sums owed for services provided hereto, 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, and further provided that nothing in any such certificate shall extend or expand the Architect's duties and obligations under this Agreement. Any consent or certification required pursuant to this Section shall be "to the best of the Architect's knowledge, information and belief" and its "professional opinion" based solely on the performance of its duties provided herein. 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.

§ 10.6 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. The Architect's services do not include services related to detection, reporting, permitting, analysis, or abatement of asbestos, lead, molds and fungus, polychlorinated biphenyl (PCB) and other potentially dangerous or toxic substances (collectively "Hazardous Materials") at the Project site and neither the Architect nor any consultants retained by it shall have any responsibility or liability for any Hazardous Materials at the Project site. In the event the Architect or any other party encounters Hazardous Materials at the Project site, or should it become known in any way that Hazardous Materials may be present at the Project site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, without liability for any damages whatsoever, suspend performance of its services on the Project until the Owner retains appropriate specialist consultants or contractors to identify, abate and/or remove the Hazardous Materials and to warrant that the Project site complies with applicable laws and regulations. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold the Architect, its officers, directors, shareholders, partners, principals, agents, employees, consultants, successors and assigns, harmless from and against all liability, loss, damage, costs and expenses, including disbursements, which any of them may at any time sustain or incur by reason of any demands, claims, causes of action or legal proceedings arising out of or in connection with Hazardous Materials at the Project site, but only to the extent they are caused by the negligent acts or omissions of the Owner and/or Owner's consultants.

§ 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 Stipulated Sum  
(Paragraphs deleted)  
(Insert amount) Two Million, Four Hundred Thousand Dollars (\$2,400,000)

§ 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.)

Compensation for services rendered shall be based upon the billing rates set forth in Attachment C, Hourly Rate Schedule. The rates shall be adjusted in accordance with the Architect's normal review practices.

§ 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.)

Compensation for services rendered shall be based upon the billing rates set forth in Attachment C, Hourly Rate Schedule. The rates shall be adjusted in accordance with the Architect's normal review practices.

§ 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 ten percent (10 %), or as follows:  
(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	Twenty-Five	percent (	25	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraph deleted)

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth in the 2022 Rate Sheet set forth in Attachment C. 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.)

Init.

Compensation for services rendered shall be based upon the hourly billing rates set forth in Attachment C, Hourly Rate Schedule. The rates shall be adjusted in accordance with the Architect's normal review practices.

*(Table deleted)*

#### **§ 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, subscription fee for Submittal Exchange®; web-based construction phase system for managing submittals and other project paperwork;
- .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 All taxes levied on professional services and on reimbursable expenses;

*(Paragraph deleted)*

- .9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .10 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 ten percent (10 %) of the expenses incurred. The cost of Submittal Exchange will not be marked up.

#### **§ 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 as set forth below:

*(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.

**§ 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 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. Payments shall be made in accordance with the Owner's internal auditing procedures and paid no later than thirty (30) days after invoice date. Undisputed amounts unpaid after thirty (30) days after the receipt date of the invoice 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.)*

Nine (9) % 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.)*

§ 12.1 The Architect and Owner agree that Submittal Exchange, a web based construction phase system for managing project submittals, RFI's, and other construction phase paperwork, will be used on this project. The cost for Submittal Exchange will be a reimbursable cost as noted in 11.8.1.4. The Architect will add language to Contract Documents requiring the Contractors to use this system, and the Owner will add similar language to the Owner-CM contract requiring the CM to use this system during construction. The Architect will be the administrator for the Submittal Exchange system on this project.

§ 12.2 In recognition of the parties' respective risks and rewards in connection with the Project, to the fullest extent permitted by law, the Architect's total liability in connection with all services provided pursuant to this Agreement, including, without limitation any indemnification obligations, or otherwise in connection with the Project and this Agreement shall be limited to the available proceeds of its professional liability policy identified in Section 2.6 hereof required to be maintained pursuant to this Agreement at the time of any settlement, judgment or other final disposition of any claims related thereto.

§ 12.3 The Owner acknowledges and agrees that, to the fullest extent permitted by law, no officer, director, shareholder, partner, principal, fiduciary, employee or other representative of the Architect shall have personal liability under any provisions of this Agreement or for any matter in connection with the services provided for the Project.

§ 12.4 If at any time, any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions hereof shall, to the fullest extent permitted by the law, remain in full force and effect.

§ 12.5 No failure on the part of either party to exercise and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

§ 12.6 Written notices required under this Agreement shall be validly and sufficiently served upon the Owner and Architect provided they are made (a) three (3) business days after mailing by registered or certified mail, return receipt requested; (b) one (1) business day after delivering to a nationally recognized next-day messenger service, provided the sending party selects and pre-pays for next business day delivery; or (c) on the date of the notice is hand delivered during business hours to the following addresses:

If to the Architect:	Cornell Business & Technology Park, 10 Brown Road, Ithaca, New York 14850
If to the Owner:	1500 Route 208, P.O. Box 310, Wallkill, New York 12589

§ 12.7 The Owner shall include the following provision, or another similar provision approved by the Architect in its Agreements with the Construction Manager, Contractor and all subcontractors, and require that they include similar provisions in all agreements with their subcontractors:

To the fullest extent permitted by law, the Construction Manager and Contractor (or subcontractor) shall defend, indemnify, keep and hold the Owner, the Architect and the agents, partners, principals and employees of any of them from and against claims, damages, losses, penalties, actions, suits, judgments or liabilities, including costs, expenses and disbursements, legal or otherwise, to which they may be subject because of any act or omission of the Construction Manager or Contractor, their respective agents, employees, subcontractors, consultants or permittees in

connection with this Agreement. This indemnification will survive the term of this Agreement whether it is terminated or expired.

§ 12.8 By means of policy endorsement, the Contractors shall be required to name the Architect and its officers, directors, managers, employees and agents (collectively, the "Indemnitees"), as an additional insured under their Builder's Risk or General Liability policies to be kept in force through Completion of the Work.

§ 12.9 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and shall not be amended, modified, or amplified without specific written provision to that effect, signed by both Parties.

§ 12.10 The Owner shall include a provision in its agreements with its Construction Manager and Prime Contractors for the Project, requiring their use of the Architect's project specific web-based construction administration program "Submittal Exchange".

### 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,  
(Paragraphs deleted)

Other documents:

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

**Attachment A**, Scope of Work

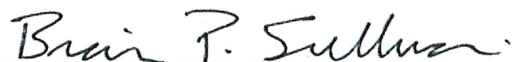
**Attachment B**, Responsibility Matrix (Draft template attached, to be finalized with written, mutual agreement of Owner, Construction Manager and Architect.

**Attachment C**, 2022 Hourly Rate Schedule

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

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

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

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

Brian P. Sullivan, PE  
President – Tetra Tech INE

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

Wallkill Central School District  
2022 Capital Project Scope and Budget  
Referendum Vote: May 17, 2022

Revised: 04/21/22



**TETRA TECH**  
ARCHITECTS & ENGINEERS



BARONE CONSTRUCTION GROUP, INC.

School	Scope Item	Project Budget		
Summary Sheet		\$24,824,600		

Construction Budget	\$24,824,600		
Contingencies (10% design phase)	\$2,480,000		
Contingencies (10% construction)	\$2,480,000		
Abatement Allowance			
MEP Commissioning			
Cost Escalation Estimate (15%)	\$4,462,399		
<b>Construction Budget Sub-total</b>	<b>\$34,246,999</b>		
Incidental Budget (25%)	\$8,560,000		
<b>Project Budget Sub-total</b>	<b>\$42,806,999</b>		
Capitalized Interest & DASNY Fees	\$993,001		
<b>Capital Project Total</b>	<b>\$43,800,000</b>		

**Wallkill Central School District**  
**2022 Capital Project Scope and Budget**  
**Referendum Vote: May 17, 2022**

Revised: 04/21/22



**TETRA TECH**  
 ARCHITECTS & ENGINEERS



**BARONE CONSTRUCTION GROUP, INC.**

School	Scope Item	Project Budget		
<b>Wallkill Senior High School</b>		<b>\$12,576,000</b>		
100	Roof Reconstruction	\$1,669,000		
	Structural Reinforcement for Roof Reconstruction	\$500,000		
101B	Parking Lot Reconstruction - Option B	\$3,760,000		
101C	Parking Lot Reconstruction - Option C	\$685,000		
102	Replace Classroom Door Hardware	\$90,000		
103	Reconstruction of Locker Rooms and Team Rooms	\$2,350,000		
104A	OPTION 2: New AC at Gymnasium and Cafeteria	\$1,174,000		
105	Replace RTU (Heating / Cooling)(1990) Guidance Suite	\$109,000		
106	Replace RTU (Heating / Cooling)(1990) Library	\$275,000		
107	Gym Floor Replacement	\$389,000		
109	Reconstruction of select sidewalks	\$65,000		
110	Replace spline ceilings	\$863,000		
111	Construction of new security vestibule at main entrance.	\$396,000		
112	Reconstruction of existing bathrooms at main entrance	\$151,000		
114	Don Andrews Field - Drainage Improvements	\$100,000		

**Wallkill Central School District**  
**2022 Capital Project Scope and Budget**  
**Referendum Vote: May 17, 2022**

Revised: 04/21/22



**TETRA TECH**  
 ARCHITECTS & ENGINEERS



BARONE CONSTRUCTION GROUP, INC.

School	Scope Item	Project Budget		
<b>John G. Borden Middle School</b>		<b>\$3,820,600</b>		
200	Roof Reconstruction	\$683,000		
	Structural Reinforcement for Roof Reconstruction	\$200,000		
201	Replace Classroom Door Hardware	\$42,700		
202	Repointing of Brick Exterior	\$154,850		
203	Reconstruction of Locker Rooms	\$702,000		
204A	OPTION 2: New AC at Gymnasiums, Auditorium, & Cafeteria	\$1,298,000		
206	Replace spline ceilings	\$218,550		
207	Construction of new security vestibule at main entrance.	\$197,500		
211	Replace Seating in Auditorium	\$324,000		

Wallkill Central School District  
 2022 Capital Project Scope and Budget  
 Referendum Vote: May 17, 2022

Revised: 04/21/22



**TETRA TECH**  
 ARCHITECTS & ENGINEERS



BARONE CONSTRUCTION GROUP, INC.

School	Scope Item	Project Budget		
<b>Ostrander Elementary School</b>		<b>\$3,226,000</b>		
300	Roof Reconstruction	\$1,056,000		
	Structural Reinforcement for Roof Reconstruction	\$180,000		
301	Replace Classroom Door Hardware	\$42,000		
302A	OPTION 2: New AC at Gymnasium and Cafeteria	\$559,000		
303	Replace 1973 RTU	\$275,000		
304	Reconstruction of select sidewalks	\$315,000		
305	Replace spline ceilings	\$458,000		
307	Construction of new security vestibule at main entrance.	\$216,000		
310	Playground Replacement	\$125,000		

**Wallkill Central School District**  
**2022 Capital Project Scope and Budget**

Revised: 04/17/22



**TETRA TECH**  
 ARCHITECTS & ENGINEERS



**BARONE CONSTRUCTION GROUP, INC.**

School	Scope Item	Project Budget		
<b>Plattekill Elementary School</b>		<b>\$2,999,000</b>		
400	Roof Reconstruction	\$904,000		
	Structural Reinforcement for Roof Reconstruction	\$180,000		
401	Replace Classroom Door Hardware	\$38,000		
402	Repainting of Brick Exterior	\$159,000		
403A	OPTION 2: New AC at Gymnasium and Cafeteria	\$487,000		
404	Replace 1973 RTUs	\$594,000		
405	New Water Softener / Filter System	\$75,000		
406	Replace spline ceilings	\$0		
407	Construction of new security vestibule at main entrance	\$210,000		
409	Window Replacement	\$197,000		
410	Water System Reconstruction - Upgrade	\$125,000		
411	Replace booster pumps	\$30,000		

**Wallkill Central School District**  
**2022 Capital Project Scope and Budget**  
**Referendum Vote: May 17, 2022**

Revised: 04/21/22



**TETRA TECH**  
 ARCHITECTS & ENGINEERS



BARONE CONSTRUCTION GROUP, INC.

School	Scope Item	Project Budget		
<b>Leptondale Elementary School</b>		<b>\$2,203,000</b>		
500	Roof Reconstruction	\$776,000		
	Structural Reinforcement for Roof Reconstruction	\$350,000		
503	Replace Classroom Door Hardware	\$31,000		
504A	OPTION 2: New AC at Gymnasium and Cafeteria	\$461,000		
505	Replace 1973 RTU	\$345,000		
506	Replace spline ceilings	\$38,000		
508	Construction of new security vestibule at main entrance.	\$202,000		



## Capital Projects Responsibility Matrix

Project Title:

Construction Manager:

Tetra Tech Project No.:

Tetra Tech Project Manager:

Date:

Level of Responsibility:

0 = No Responsibility

1 = Information Only

2 = Minor Responsibility

3 = Major Responsibility

<b>A. PRE-DESIGN</b>		<b>Owner</b>	<b>A/E</b>	<b>C/M</b>	<b>Finance</b>	<b>Legal</b>
1.	Establish Communication Procedures	1	3	2	1	2
2.	Establish Team Responsibilities Chart	1	3	2	1	2
3.	Complete Responsibility Matrix for Pre-Design	1	3	2	1	1
4.	Master Schedule	1	1	3	0	1
5.	Facilities Evaluations	1	3	2	0	0
6.	Develop Owner's Educational Program	3	2	1	0	0
7.	Preliminary Study Analysis	3	2	2	2	2
8.	Establish Overall Program	3	2	2	2	2
9.	Conceptual Design	1	3	2	0	0
10.	Conceptual Estimate	1	2	3	1	1
11.	Study Financial Feasibility	3	2	3	3	2
12.	Maximize Project State Aidability	2	2	2	3	1
13.	Conceptual Planning Report to Board	3	2	2	2	1
14.	Long Range Plan	3	2	2	1	1
15.	Establish Project Budget	3	2	3	3	1
16.	Public Relations	3	1	2	2	2
17.	Develop Environmental Program	1	n/a	n/a	n/a	n/a
18.	Site Acquisition	3	1	1	1	3
19.	Conduct Site Evaluation	1	3	2	1	1
20.	Conduct Utilities Evaluation	1	3	2	0	0
21.	Survey	3	2	1	0	0
22.	Soil Borings	3	2	1	0	0
23.	Coordinate with Governmental Agencies	3	3	2	2	2
<b>B. SCHEMATIC DESIGN</b>		<b>Owner</b>	<b>A/E</b>	<b>C/M</b>	<b>Finance</b>	<b>Legal</b>
24.	Complete Responsibility Matrix for Design	2	3	2	1	1
25.	Schematic Design Drawings/Documents	1	3	1	0	0
26.	Schematic Design Estimate	1	1	3	2	0
27.	Reconcile Schematic Design Estimate	2	2	3	2	0
28.	Evaluate Budget vs. Estimate	2	2	3	3	0
29.	Presentation of S.D. Estimate to Owner	2	1	3	1	0
30.	Conduct Environmental Study	0	0	0	0	0
31.	Schematic Planning Report to Board	3	2	2	0	1
32.	Preliminary NYSED Approval	2	3	1	2	2
33.	Referendum	3	2	2	2	2
<b>C. DESIGN DEVELOPMENT</b>		<b>Owner</b>	<b>A/E</b>	<b>C/M</b>	<b>Finance</b>	<b>Legal</b>
34.	Design Development Drawings	1	3	1	0	0
35.	Outline Spec/Quality	1	3	1	0	2
36.	Design Development Estimate	1	1	3	0	0
37.	Reconcile DD Estimate	1	2	3	1	0
38.	Evaluate Budget vs. Estimate	2	2	3	2	0
39.	Presentation of DD Estimate to Owner	3	2	2	0	0
40.	Value Engineering	2	2	3	0	0
41.	Identify Long-Lead Purchase Items	1	1	3	0	0
42.	Logistical Planning	2	2	3	0	0
43.	Phasing Planning	2	2	3	0	0
44.	Contractor Staging Area	2	1	3	0	0
45.	Delineate Allowances	1	3	3	0	0
46.	Create Preliminary Phasing & Logistics Plan	2	2	3	0	0
47.	Establish Alternates	3	3	3	0	0
48.	Sign Off of DD Documents	3	2	1	0	1

**D. CONTRACT DOCUMENTS**

		Owner	A/E	C/M	Finance	Legal
49.	Construction Document Estimate	1	1	3	0	1
50.	Value Engineering Ideas	2	3	3	0	0
51.	Reconcile DCD Estimate With Owner	2	2	3	1	0
52.	Establish and Maintain Cash Flow	2	1	3	2	0
53.	Finalize Logistics Plan	2	2	3	0	0
54.	Finalize Phasing Plan	2	2	3	0	0
55.	Finalize Contractor Staging Areas	2	2	3	0	0
56.	Scope of Work/Contract Plan	1	2	3	0	2
57.	Master Construction Schedule	1	2	3	0	0
58.	Specification Front Ends	1	3	3	0	2
59.	Establish Quality Review Process	1	3	3	0	0
60.	Quality Review	1	3	3	0	0
61.	Author General Conditions & A101 Appendix A Insurance & Bonds	3	2	2	0	2
62.	Owner Sign Off of Contract Documents	3	1	1	0	1
63.	Submit Documents to SED	1	3	1	0	0
64.	Coordinate SED Addendums	0	3	3	0	0
65.	Final NYSED Approval	3	3	1	1	0

**E. BIDDING**

		Owner	A/E	C/M	Finance	Legal
66.	Complete Responsibility Matrix for Bidding, Construction and Closeout	1	3	2	1	1
67.	Bid Solicitation	3	1	3	0	0
68.	Coordinate with Print Company for Bid Document Distribution.	1	3	3	0	0
69.	PreBid Meeting	1	3	3	0	0
70.	Technical Interpretations	0	3	1	0	0
71.	Scope Interpretations	0	2	3	0	0
72.	Building Inspections	3	1	2	0	0
73.	Coordinate Addendums	0	3	3	0	0
74.	Bid Opening	3	3	3	0	1
75.	Bid Evaluation	1	2	3	0	2
76.	Bid Recommendation	1	3	3	0	2
77.	Contract Award	3	2	2	0	2
78.	Contract Preparation	1	1	3	0	2

**F. CONSTRUCTION**

		Owner	A/E	C/M	Finance	Legal
79.	Hire Testing Agencies	3	1	2	0	0
80.	Direct Testing Agencies	0	2	3	0	0
81.	Receive Test Reports	2	3	3	0	0
82.	Monitor Budget Allocation for Aide Ratios	3	2	3	3	0
83.	Review Safety Programs	1	0	3	0	0
84.	Collect Safety Programs for Record	1	0	3	0	0
85.	Create Master Schedule	1	1	3	0	0
86.	Monitor Master Schedule for Compliance	1	1	3	0	0
87.	Update Master Schedule	1	1	3	0	0
88.	Create Look Ahead Schedules	1	1	3	0	0
89.	Monitor Budgets	3	2	3	3	0
90.	Review & Administer Bonds/Insurance	1	1	3	0	3
91.	Set up project in Submittal Exchange	1	3	1	0	0
92.	Schedule, Conduct & Record Precon Meeting	2	2	3	0	0
93.	Schedule, Conduct & Record Job Meetings	1	1	3	0	0
94.	Attend Job Meetings	3	3	3	0	0
95.	Coordinate Work	1	1	3	0	0
96.	Review Submittals and Forward to A/E	1	1	3	0	0
96.	Approve and Upload Submittals	1	3	1	0	0
90.	Review Contractor's RFIs and Forward to A/E	1	1	3	0	0
91.	Review, Answer and Upload RFIs Responses	1	3	1	0	0
92.	Issue and Upload ASIs	1	3	1	0	0
93.	Issue and Upload Proposal Requests	1	3	1	0	0
94.	Review Contractor Quotes and, If Acceptable, Forward to A/E.	1	1	3	0	0
95.	Review Contractor Quotes	2	3	3	0	0
96.	Recommend Contractor Quotes to Owner	2	3	3	0	0
97.	Approve Contractor Quotes	3	2	2	0	0
98.	Create Change Orders with SED Change Order Certificate and distribute for signatures	1	3	2	0	0
99.	Upload Fully Executed Change Orders	1	3	1	0	0
100.	Create Allowance Access Authorizations and distribute for signatures	1	3	2	0	0
101.	Upload Fully Executed AAA	1	3	1	0	0
102.	Monthly Owner Updates	3	1	3	0	0

103.	Conduct Observations	1	1	3	0	0
104.	Issue Construction Deficiency Reports (CDR)	0	3	2	0	0
105.	Monitor CDR Corrective Work Status	0	1	3	0	0
106.	Substantial Completion Inspections (verify number per contract)	0	3	3	0	0
107.	Upload Substantial Completion Inspection Report	0	3	2	0	0
108.	Create Warranty Certificate of Substantial Completion and distribute for signatures	1	3	2	0	0
109.	Upload Fully Executed Certificate of Substantial Completion	1	3	2	0	0
110.	Review Schedule of Values	0	3	3	0	0
111.	Approve Schedule of Values	0	3	3	0	0
112.	Review Payment Applications, sign and forward to A/E	0	1	3	0	0
113.	Approval of Payment Applications and sign		3	1		
114.	Upload Payment Applications and send to Owner	1	3	1	0	0
115.	Make Payments	3	0	1	0	0
116.	Issue Monthly Budget Updates	2	1	3	1	0

**G. CLOSE-OUT**

		Owner	A/E	C/M	Finance	Legal
117.	Final Completion Inspections	3	3	3	0	0
118.	Create and upload Final Completion Inspection Reports	2	3	2	0	0
119.	Monitor Final Completion Status	1	2	3	0	0
120.	Recommend Final Payments	1	3	3	0	2
121.	Final Testing	1	1	3	0	0
122.	Budget Evaluations	3	2	3	3	0
123.	Coordinate Owner Occupancy Schedule	3	0	3	0	0
124.	Start-up/Training	3	1	3	0	0
125.	Review Record Set Drawings	1	1	3	0	0
126.	Review O&M Manuals/Warranties	1	1	3	0	0
127.	Project Final Accounting	3	1	3	3	2
128.	Monitor Project Closeout Requirements/Submittals	1	2	3	0	0
129.	State Agency Final Cost Accounting	3	2	2	3	0
130.	11 Month Walk Through After Substantial Completion	1	2	3	0	0

**Issues/Specifics:**



**TETRA TECH**  
ARCHITECTS & ENGINEERS

## 2022 RATE SHEET

	<u>BILLING</u> <u>RATE/HOUR</u>
PRINCIPAL .....	\$230.00
SENIOR PROJECT MANAGER .....	\$195.00
PROJECT MANAGER .....	\$170.00
EDUCATIONAL PLANNER .....	\$185.00
ARCHITECT .....	\$170.00
LANDSCAPE ARCHITECT .....	\$160.00
PROFESSIONAL ENGINEER .....	\$175.00
SENIOR ENGINEER .....	\$165.00
ENGINEER .....	\$135.00
SENIOR DESIGNER .....	\$135.00
DESIGNER .....	\$100.00
INTERIOR DESIGNER / SPACE PLANNER .....	\$170.00
SENIOR CONSTRUCTION ADMINISTRATOR .....	\$185.00
CONSTRUCTION ADMINISTRATOR .....	\$135.00
PROJECT ASSISTANT / ADMIN. ....	\$90.00
CLERICAL .....	\$69.00
SENIOR COMPUTER GRAPHICS SPECIALIST.....	\$150.00
COMPUTER GRAPHICS SPECIALIST / IMAGING / BIM SPECIALIST .....	\$135.00
ENVIRONMENTAL ENGINEER .....	\$100.00
TELECOMMUNICATIONS / TECHNOLOGY .....	\$155.00
MARKETING SPECIALIST .....	\$135.00

Note: These rates are effective through 31 December 2022.

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