

Approved 9/19/19

Guilderland Public Library
Board of Trustees Meeting
July 18, 2019

Trustees Present: Cathy Barber, Bryan Best, Kaitlin Downey, Barbara Fraterrigo,
Herb Hennings, Peter Hubbard, Phil Metzger, Barry Nelson, Nareen Rivas, Jason Wright

Absent: Mike Marcantonio

Also Present: Chris Aldrich (Treasurer), Margaret Garrett, David Gilliom, Carol Kott,
Paul Mays, Jenna Schmonsky, Sean Silvernail

Absent: Tim Wiles (Director)

A. Meeting called to Order at 7:09 p.m.

B. Public Input Session: None

C. Paul Mays – Phase II Contract (see attached)

Paul Mays presented Phase II Contract regarding Capital Project

MOTION: To Approve the Butler, Rowland, and Mays Contract

Motion by: K. Downey

Seconded by: P. Hubbard

Abstained: C. Barber, P. Metzger

Action: Motion passed (7:17 p.m.)

D. Treasurer's Report for May & June 2019 (Chris Aldrich)

MOTION: To Approve the Treasurer's Report for May & June 2019 as
presented

Motion by: K. Downey

Seconded by: J. Wright

Action: Motion carried unanimously (7:28 p.m.)

E. Check Register for June & July 2019 (Chris Aldrich)

MOTION: To Approve the Check Register for June & July 2019 as
presented

Motion by: K. Downey

Seconded by: B. Fraterrigo

Action: Motion carried unanimously (7:29 p.m.)

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F. Adoption of New Committee Assignments for 2019-2020 (see attached)

MOTION: To Accept Committee proposal for the 2019-2020 Fiscal Year

Motion by: B. Nelson

Seconded by: J. Wright

Action: Motion carried unanimously (7:34 p.m.)

G. Committee Reports:

Buildings & Grounds/Long Range Planning Committee Report:

Strategic plan update – The current plan will be expiring December 2019. The new committee will review and develop a plan.

Design Steering Committee Report:

A tentative meeting has been scheduled for August 14, 2019 at 4:30 p.m.

Personnel/Labor Management Committee Report:

Making some progress on CSEA negotiations units I & II contracts.

H. Director's & Staff Reports for May & June 2019

MOTION: To Accept the Director's & Staff Reports for May & June 2019 as presented

Motion by: P. Hubbard

Seconded by: N. Rivas

Action: Motion carried unanimously (7:40 p.m.)

I. New Business:

Friday closing time – proposal to close at 6:00 p.m. on Fridays in July & August. The Board is acquiring statistics. This matter will be deferred to the September Board meeting.

The 2020 Holiday and Closings Calendar was reviewed and approved

MOTION: To Approve the 2020 Holiday and Closings Calendar as presented

Motion by: K. Downey

Seconded by: J. Wright

Action: Motion carried unanimously (7:55 p.m.)

The library staff proposed a decrease in charge for photocopies. The current cost is \$0.20 for black and white copies and \$0.50 for color copies. The Board is acquiring more information and deferred it to the Finance Committee.

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In T. Wiles' absence, Assistant Director, M. Garrett suggested delaying opening for Diversity Training for staff on either Tuesday, Wednesday, or Thursday in September from 9:30-10:00 a.m.

MOTION: To allow T. Wiles to delay opening on a morning in September on either a Tuesday, Wednesday, or Thursday until 10:00 a.m.

Motion by: B. Fraterrigo

Seconded by: P. Metzger

Action: Motion carried unanimously (8:00 p.m.)

J. Minutes of Regular Board Meeting – May 16, 2019

MOTION: To Approve the Minutes of the Regular Board Meeting May 16, 2019

Motion by: B. Fraterrigo

Seconded by: H. Hennings

Abstained: C. Barber, P. Hubbard, P. Metzger, N. Rivas, J. Wright

Action: Motion passed (8:03 p.m.)

K. Executive Session

MOTION: To Enter Executive Session

Motion by: J. Wright

Seconded by: N. Rivas

Action: Motion carried unanimously (8:03 p.m.)

MOTION: To Approve the following Personnel Actions as presented:

Promotion of:

Diane Bruins from Full-Time Sr. Library Clerk to Full-Time Principal Library Clerk in Access Services effective June 20, 2019 at \$21.00/hour

Resignations of:

Dennis Pasquarell, Part-Time Custodial Worker in Maintenance effective May 19, 2019

Donna Raffaele, Part-Time Library Clerk in Access Services effective June 6, 2019

Le'Everett (Sean) Cade, Part-Time Custodial Worker in Maintenance effective June 26, 2019

Tomomi Watanabe-Hudspath, Full-Time Library Assistant in Programming & Public Services effective June 28, 2019

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136 Appointment of:
137 Michelle Conte, Full-Time Library Assistant in Programming & Public
138 Services effective July 31, 2019 with a pay rate of \$18.73/hour
139
140 Motion by: K. Downey
141 Seconded by: P. Hubbard
142 Action: Motion carried unanimously (8:15 p.m.)
143
144 MOTION: To Approve contract for Tim Wiles in its entirety
145 Motion by: K. Downey
146 Seconded by: B. Fraterrigo
147 Abstained: C. Barber, P, Metzger
148 Action: Motion passed (8:23 p.m.)
149
150 MOTION: to Exit Executive Session
151 Motion by: P. Hubbard
152 Seconded by: B. Nelson
153 Action: Motion carried unanimously (9:23 p.m.)
154
155 MOTION: To Adjourn
156 Motion by: P. Metzger
157 Seconded by: C. Barber
158 Action: Motion carried unanimously (9:23 p.m.)
159
160 Transcribed by J. Schmonsky, Administrative Assistant
161 Submitted by K. Downey, Secretary

AIA[®] Document B132[™] – 2009

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

AGREEMENT made as of the Fifth day of June in the year 2019
(In words, indicate day, month and year.)

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

Guilderland Public Library
2228 Western Avenue
Guilderland, NY 12084

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

Butler Rowland Mays Architects, LLP
57 West High Street
Ballston Spa, NY 12020

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

Phase II Additions & Renovations to the:
Guilderland Public Library
2228 Western Avenue
Guilderland, NY 12084

Architect's Project No.: 19 42 11

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

Undetermined at the time of execution of this agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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.

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

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Phase II Additions and Renovations, as conceptually defined in attached Exhibit 'C', including Estimate No.: Schematic I, Phase II work, prepared by Turner Construction Company, dated 03/07/2019.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Phase II Additions and Renovations to the existing building infrastructure, interior and exterior as defined in 1.1.1 above. The construction implementation of this project will be coordinated with Phase I Renovations (Architect's Project No. 19 42 01).

§ 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.)

Hard Costs: \$5,312,684.00; Contingencies: \$831,107.00; Furnishings: \$520,000.00; Soft Costs: \$1,332,758.00; Construction Manager Fees: \$357,149.00. Total Project Costs: \$8,353,698.00

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

(Paragraphs deleted)

.1 See Preliminary Schedule, Exhibit 'G'.

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

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

☐ One Contractor

☒ Multiple Prime Contractors

☐ Unknown at time of execution

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

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

To be determined by mutual agreement of Owner, Architect, and Construction Manager (once procured). Fees and schedule to be adjusted accordingly.

§ 1.1.7 Other Project information:

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

Development of the project for review by the NYS Education Department (SED), Office of Facilities Planning. Project will be bid and constructed as combined with Phase I Renovations under separate contract. This document provides for the independent implementation of Phase II.

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

Mr. Timothy Wiles, Director
Guilderland Public Library
2228 Western Avenue
Guilderland, NY 12084

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Guilderland Public Library Design Steering Committee

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

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

No later than June 2019, to provide review and detailed Cost Estimate.

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

Services provided by Construction Manager.

- .3 Land Surveyor:

To be determined.

(Paragraphs deleted)

- .4 Civil Engineer:

To be determined.

- .5

(Paragraphs deleted)

Other consultants:

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

N/A

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

Paul K. Mays, RA
Principal
Butler Rowland Mays Architects, LLP
57 West High Street
Ballston Spa, NY 12020

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

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User Notes:

(1179350639)

(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Ryan Biggs Clark Davis
257 Ushers Road
Clifton Park, NY 12065

.2 Mechanical Engineer:

M/E Engineering, PC
433 State Street, Suite 410
Schenectady, NY 12305

.3 Plumbing Engineer:

M/E Engineering, PC
433 State Street, Suite 410
Schenectady, NY 12305

.4 Electrical Engineer:

M/E Engineering, PC
433 State Street, Suite 410
Schenectady, NY 12305

.5 Site Design Engineer:

To be determined.

.6 Fire Protections/Sprinkler Engineer:

M/E Engineering, PC
433 State Street, Suite 410
Schenectady, NY 12305

§ 1.1.12.2 Consultants retained under Additional Services: (If Required)

Geotechnical Engineer, if required.

(Paragraphs deleted)

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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The Architect shall submit for the Owner's approval, and the Construction Manager's information, a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's and Construction Manager's review, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule, approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect or Owner,

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

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

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

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. Owner shall be provided with thirty (30) days' notice prior to the cancellation or modification of any insurance required under this Agreement.

See attached Exhibits D (Insurance Requirements) and E (Professional Liability) for insurance types and limits.

§ 2.6.1 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner. The Architect shall also be reasonably available for presentations to the Owner's Board and Design Steering Committee concerning the Project.

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

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

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

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

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

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

§ 3.1.9 If a dispute should arise as to whether any service constitutes a change in service, contingent additional service or optional additional service, upon Owner's written direction, Architect shall perform such services pending resolution of the dispute. In such case, a mutually agreed upon and reasonable sum of money shall be set aside in escrow by the Owner sufficient to cover the cost of said services pending determination of the dispute. Both parties shall be obligated to work in good faith to complete the resolution within a reasonable time frame.

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

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

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

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

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date sixty (60) days after the Architect issues the final Certificate for Payment or one-hundred twenty (120) days after the date of Substantial Completion, whichever comes first.

§ 3.6.1.4 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

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completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

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

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

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

§ 3.6.4 Submittals

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

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Two reviews for approval on any specified product or system are included in Basic Services. If further reviews are required, due to insufficiency of submitted information or inadequacy of the products/systems submitted, further reviews will be an additional service, provided a deduction is made to the amount owed by Owner to Contractor in an equal amount.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to reasonably rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

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

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by

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the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and approved in advance in scope and amount in writing by Owner, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

See attached Exhibit F for Basic and Additional Services description.

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
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(Rows deleted)

(Paragraphs deleted)

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement, upon the prior written approval of Owner. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a material change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

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- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
 - .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
 - .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
 - .7 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- (Paragraph deleted)
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .9 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect, provided a deduction is made in the amount owed by Owner to Contractor in an equal amount;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation, provided a deduction is made in the amount owed by Owner to Contractor in an equal amount;
- .3 Preparing Change Orders, and Construction Change Directives that require the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Making subsequent revisions to Instruments of Service resulting from substitutions proposed by the Owner; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services one-hundred twenty (120) 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.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-weekly visits to the site by the Architect over the duration of the Project during construction, not to exceed thirty-two (32) visits total (including punch list and final completion visits);
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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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. 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.

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

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

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

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

§ 5.5 The Owner shall identify a 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 necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the 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 does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

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

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

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 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, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period 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 A232–2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 To the fullest extent allowed by law, the Architect shall defend, indemnify and hold Owner and its board members, officers, agents and employees harmless from and against claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or arising from performance of the Architect's or its consultants work, provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by negligent acts or omissions or intentional misconduct of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this Agreement.

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

The method of binding disputes shall be the following:

X Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give thirty (30) 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 a proper suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted upon the written agreement of the Owner and Architect.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services properly performed prior to notice of such suspension. When the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted upon the written agreement of the Owner and Architect.

§ 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 thirty (30) 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.

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

(Paragraph deleted)

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

§ 10.5 Nothing contained in this Agreement shall create a 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.

§ 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.

(Paragraph deleted)

ARTICLE 11 COMPENSATION

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

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

For the purposes of architectural compensation, the construction hard costs shall be calculated by totaling the amounts of the individual contracts let for construction (including general construction, mechanical, fire protection, plumbing, electrical), the corresponding value of work designed by the Architect and performed by the Owner's or municipal forces, and the amount of the furnishings and interior equipment package, but excluding temporary space and collection relocation costs, construction manager costs, legal costs, testing and inspection costs, computer networking, phone and collection security system costs.

If these costs do not exceed \$6,663,791.00 (Six Million Six Hundred Sixty-three Thousand Seven Hundred Ninety-one Dollars), the basis of compensation shall be a lump sum fee of \$720,000.00 (Seven Hundred Twenty Thousand Dollars).

If the scope and budget of the project are increased by the Owner through the implementation of grants, private fundraising, loans and other supplemental means of project funding, such that the costs defined above exceed \$6,663,791.00, then the basic compensation shall be a lump sum fee of \$720,000.00 plus 10.0% (ten percent) of the amount in excess of \$6,663,791.00. . .

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

A lump sum fee, as mutually agreed in writing prior to commencement of services, or hourly per Exhibit B.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A lump sum fee, as mutually agreed in writing prior to commencement of services, or hourly per Exhibit B.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

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

Schematic Design Phase	\$144,000.00	20%
Design Development Phase	\$108,000.00	15%
Construction Documents Phase	\$252,000.00	35%
Bidding or Negotiation Phase	\$36,000.00	5%
Construction Phase	\$180,000.00	25%
<hr/>		
Total Basic Compensation	\$720,000.00	100%

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

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit 'B'.
(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence other than to the Project;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, standard form documents;
- .4 Postage, handling and delivery;

(Paragraph deleted)

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- .5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
(Paragraphs deleted)
- .6 Site office expenses; and
- .7 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses mark-up, to the extent permitted, see attached Exhibit A.

§ 11.9

(Paragraphs deleted)

Payments to the Architect

(Paragraphs deleted)

§ 11.9.1 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.

§ 11.9.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

§ 11.9.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner upon reasonable request.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

This agreement shall be coordinated by both parties with the Phase I agreement (dated 11/19/2018) for Phase I Renovations, to run concurrently with that project.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

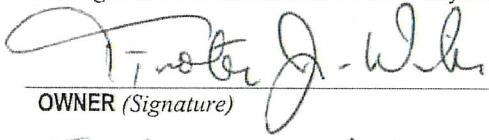
§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™-2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
(Paragraphs deleted)
- .2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

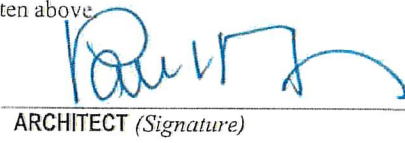
Exhibit 'A' Reimbursables Template
Exhibit 'B' Schedule of Hourly Rates
Exhibit 'C' General Project Description
Exhibit 'D' Insurance Requirements
Exhibit 'E' Professional Liability Insurance Limits
Exhibit 'F' Basic and Additional Services Description
Exhibit 'G' Preliminary Schedule

Init.

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


OWNER (Signature)

Timothy J. Wiles
(Printed name and title)
Director

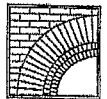

ARCHITECT (Signature)

Paul K. Mays, RA
Principal
(Printed name and title)

Init.

Exhibit 'A'
Reimbursable Expenses

PROJECT:
BRMA PROJECT NO.:
DATE:



**BUTLER
ROWLAND
MAY S**

**ARCHITECTS,
LLP**

[illegible]

Butler Rowland Mays Architects
57 West High Street
Ballston Spa, NY 12020

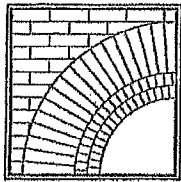
Grand Total	\$	-
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Exhibit 'B'

Butler Rowland Mays Architects, LLP

SCHEDULE OF HOURLY RATES/2019

<u>TITLE</u>	<u>Standard Rate</u>
Partner	\$160/hour
Architect	\$130/hour
Architect I	\$120/hour
Non-Technical	\$ 70/hour



**BUTLER
ROWLAND
MAYS**

**ARCHITECTS,
LLP**

Exhibit C

Project Description

PROJECT: Referendum – Additions and Renovations to the:
GUILDERLAND PUBLIC LIBRARY
2228 Western Avenue – Guilderland, NY

DATE: Revised March 09, 2019

Budgets below are provided by Turner Construction Company, who has provided Construction Management Consulting Budgeting Services for the Pre-Referendum Phase. The budgets correspond to the latest Schematic Estimate dated March 07, 2019. The scopes are general in nature, to provide a conceptual approximation of the proportion of work in each category for the purposes of Referendum wording.

SCOPE	DESCRIPTION
Phase 1 Existing Building Repairs	<ol style="list-style-type: none">1. Sealant replacement and glazing examination at skylight monitor on the building.2. Masonry cleaning, repair, and repointing.3. Exterior wood trims and transom panels repair and refinishing.4. Exterior window repair and refinishing.5. Exterior door repair/refinishing and replacement. Add door at Staff Lounge.6. Existing interior rest room improvements to fixtures and finishes. <p><i>Above items 1-6 funded separately from referendum, as August 2019 DLD Grant Application. The "Existing Building Repairs" Project is intended to be implemented in concert with the referendum project, bid simultaneously, constructed simultaneously, but accounted for separately. Should the referendum fail to pass, these items will be implemented separately.</i></p>
Phase 2 Sitework	<ol style="list-style-type: none">1. Clear and rough grade two East parcels on Western Avenue for layout area and staging, contractor operations, trailers, etc. Existing curb cuts on these properties to be removed at the completion of project.2. Grade transition drive from upper to lower lots – temporary protection for patron parking in remainder of existing lot. Rough grade area of addition, including placement of structural fill to achieve finish slab elevations.3. Stormwater drainage/retention structures at upper lot and around addition, possibly including under-pavement stormwater retention/infiltration system at upper lot.4. Allowance for rain gardens and other measures per meeting with Albany County Soil and Water (to be determined).5. Repairs and modifications to existing retaining wall between upper and lower lots.6. New concrete stair and walkways from upper lot to new plaza at existing building entry.7. New concrete plaza and planting beds (integral trees) east of existing main entry to building. Concrete pathway to new bike path south of building. Replace brick entry walkway at front doors with concrete. Seating wall at Plaza.8. New peninsular island at lower lot (curbs, sidewalk, ornamental trees, benches, relocated book drop).9. New electric recharge stations at west end of existing lower lot (total estimated 6).10. Finish grading, topsoil, seeding, planting beds.11. Planting and tree allowance.12. Subbase and paving at upper lot, re-paving at lower lot, striping and walkway designations.

BUTLER ROWLAND MAYS ARCHITECTS, LLP
57 West High Street
Ballston Spa, NY 12020

PH: 518.885.1255
FAX: 518.885.1266
www.bxmarchitects.com
Page 1 of 2

13. Any repairs to Mercy Care Lane necessitated by construction operations. Any necessary Utility modifications (eg.: water service, sanitary service, etc.).

Phase 2
Existing Building Reno

1. Interior finish improvements and upgrades -- wood finishes, painting, vinyl wall covering, tile work, carpeting; select ceiling replacements, addition of ceiling clouds, relocate existing compressed storage shelving unit, etc.
2. Plumbing renovations - new restrooms, program cleanup sinks.
3. Mechanical renovations in existing space to modify system for new partitions. Replace existing RTU's (roof top units) and boiler.
4. Electrical renovations -- additional power distribution, data conduit, select lighting replacement, lighting controls.
5. Fire protection sprinkler system -- distribution throughout existing building from new water service previously installed.

Phase 2
Addition

1. General Construction -- concrete spread footings and foundations, concrete slab-on-grade to match existing elevation, single-story structural steel superstructure with high roof below existing coping, (Alternate for interior roof monitor/skylight), metal deck roof, adhered single-ply roof on tapered insulation, cold-form metal infill framing (6" studs with fiberglass batt, 1/2" exterior gyp, 1 1/2" continuous rigid exterior insulation, 1 1/2" air space, brick masonry exterior, interior light-gauge metal stud partitions, aluminum doors with auto-operators at interior entries, painted hollow-metal frames and wood doors at interior doors and borrowed-light window openings (wood trims), hardware, acoustic batt interior walls, ACT ceilings with GWB soffits, carpet tile and resilient tile floor finishes, porcelain tile rest room finishes (wall and floor), painted GWB wall surfaces, natural wood trimwork and base
- 1a. Special Construction -- (Alternates?) -- aquarium and built-in seating area at east end; fireplace and built-in seating area at south end; donor wall at entry lobby; exterior trellis at south reading garden; built-in main circulation desk; built-in reference/help desk; built-in children's desk; mounted work surfaces and built-in casework; built-in play structure at children's; built-in benches at children's; kiosk at meeting rooms; display cabinetry; Reading Niche bay windows at east wall (Children's)
2. Plumbing -- 2 unisex restrooms, program room cleanup sink -- 5 fixtures total.
3. Mechanical -- new system for addition.
4. Electrical -- sub-panel, power distribution, data conduit, lighting, highlight lighting, lighting controls.
5. Fire protection sprinkler system

Phase 2
Furnishings (FFE)

1. Addition - *Preliminary Allowance budget \$235,000*
2. Existing - *Preliminary Allowance budget \$285,000*
Preliminary budget \$520,000 Total

GUILDERLAND PUBLIC LIBRARY
PROPOSED ADDITION AND RENOVATIONS

EXHIBIT C

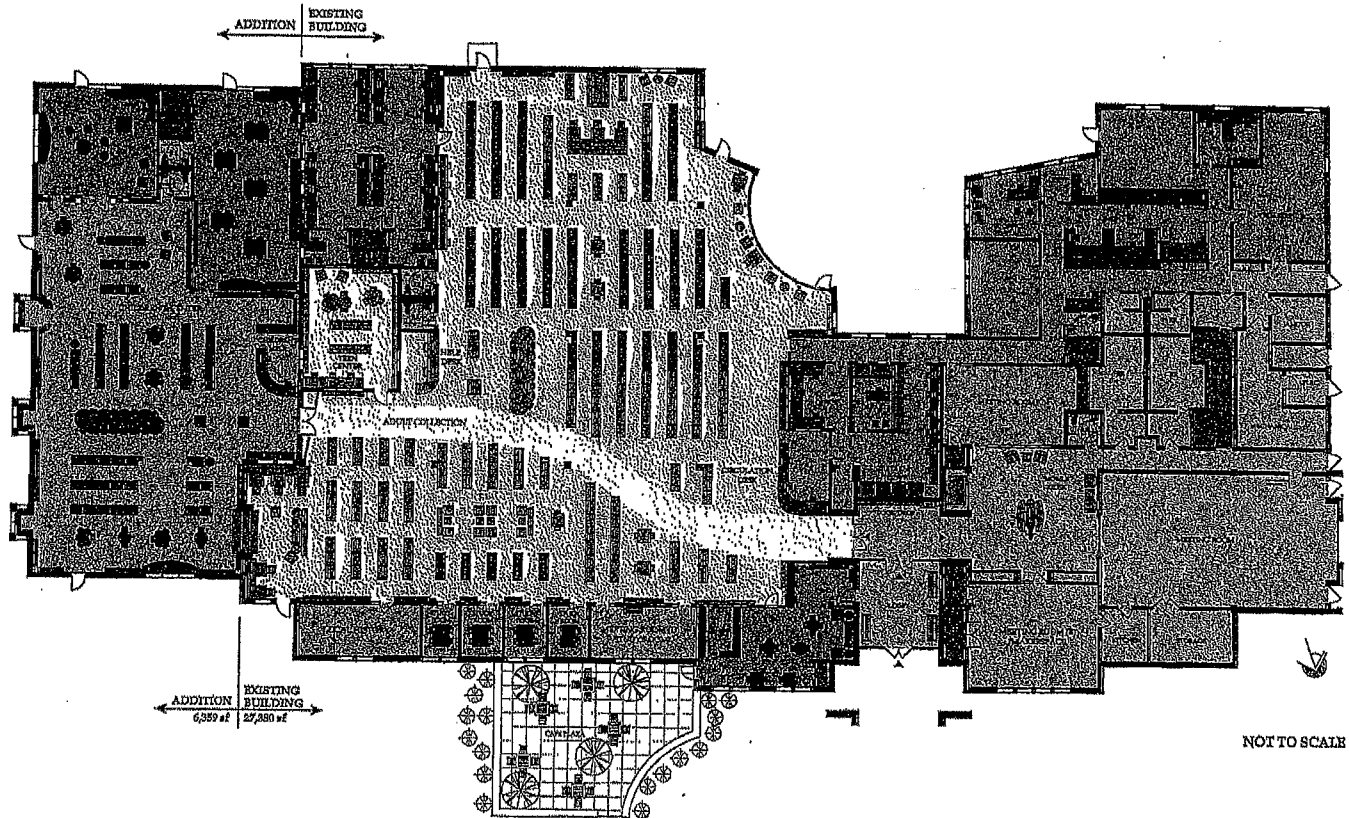


Exhibit 'C'

Estimate Not Schematic-1
File Name: Gulldorand Library
Created: 03/01/2019
Date: 03/01/2019
Doc Date:

	Construction Cost	Design Contingency	Escalation	Construction Contingency	Incidentals	Total	Design Budget	Delta	Comments
		7.50%	3.50%	5.0%	Excluded	Cost			
PHASE 1									
Building Envelope Improvements/ Repairs	\$ 236,889	\$ 22,485	\$ 8,343	\$ 16,553	Excluded	\$ 284,270	\$ 248,650	\$ 35,620	
Restroom Renovations	\$ 203,715	\$ 15,279	\$ 6,570	\$ 11,378	Excluded	\$ 236,942	\$ 24,729	\$ 212,213	
Total	\$ 502,714	\$ 37,764	\$ 15,213	\$ 27,931	Excluded	\$ 583,622	\$ 273,379	\$ 310,243	2 Gang and 2 WC
FF&E									
Soft Cost- Design Fees, Special Inspections, etc.						\$ 81,824.00	\$ 80,876.00	\$ 948	
Soft Cost- legal fees, bonding, IT/ Security/ Data, Collection Relocation, etc.						\$ 55,947.00	\$ 21,804.00	\$ 34,143	
PH1 Total						\$ 721,393	\$ 456,055	\$ 265,338	
PHASE 2									
Site Work	\$ 1,211,334	\$ 90,867	\$ 62,895	\$ 64,778	Excluded	\$ 1,430,874	\$ 747,630	\$ 683,244	
Building Renovations	\$ 2,055,764	\$ 152,785	\$ 107,828	\$ 113,324	Excluded	\$ 2,429,701	\$ 2,429,274	\$ 427	
Building Addition	\$ 2,055,000	\$ 152,785	\$ 107,828	\$ 113,324	Excluded	\$ 2,429,937	\$ 2,429,478	\$ 459	
Added Mechanical Scope	\$ 40,000				Excluded	\$ 40,000		\$ 40,000	
Total	\$ 5,312,854	\$ 396,437	\$ 278,551	\$ 291,426	Excluded	\$ 6,289,268	\$ 5,706,382	\$ 582,886	
FF&E									
Soft Cost- Design Fees, Special Inspections, etc.						\$ 820,000.00	\$ 820,000.00	\$ 0	
Soft Cost- legal fees, bonding, IT/ Security/ Data, Collection Relocation, etc.						\$ 932,830.78	\$ 879,785.11	\$ 53,045	
PH2 Total						\$ 7,112,099	\$ 6,586,167	\$ 525,932	
PROJECT TOTAL						\$ 13,341,492	\$ 11,292,222	\$ 2,049,270	
GRAND TOTAL						\$ 13,341,492	\$ 11,292,222	\$ 2,049,270	* ASSUMES 12 MONTH SCHEDULE
Alternates									
Dust Cleaning	ADD \$ 20,000	\$ 1,500	\$ 845	\$ 1,107	Excluded	\$ 23,452		\$ 23,452	
Fire Alarm	ADD \$ 35,000	\$ 2,625	\$ 1,129	\$ 1,034	Excluded	\$ 39,788		\$ 39,788	

Exhibit "D"

INSURANCE REQUIREMENTS

- 1) **Commercial General Liability** limits of at least \$2,000,000 per occurrence, \$4,000,000 General Aggregate, \$2,000,000 Products and Completed Operations Aggregate.

Guilderland Public Library shall be named as an Additional Insured on a primary and non-contributory basis over all other valid and collectable insurance.

Additional Insured on a primary and non-contributory basis for Premises /Operations and Products and Completed Operations coverages. Endorsements CG 2010 and CG 2037 or their equivalent shall be provided.

Owner's Insurance will be non-contributory and excess only.

Per location Aggregate Endorsement is required and shall be indicated on the endorsement.

There shall be no exclusions or limitations for injuries to contractors' or sub-contractors' employees, nor any reference to limitations or exclusions concerning NYS Labor Law sections 240(1).

The policy will include Contractual liability coverage.

- 2) **Workers Compensation and Employers' Liability** coverage including coverage for any Executive Officer, Partner or Sole Proprietor that will perform work at the Project. Employers Liability limits of at least the following are required: \$1,000,000/\$1,000,000/\$1,000,000.
- 3) **Commercial Automobile Liability** with a limit of at least \$4,000,000 per occurrence. Coverage for all owned, leased, hired and non-owned autos shall be indicated.

Guilderland Public Library shall be named as an "Additional Insured" on a primary and non-contributory basis over all other valid and collectable insurance.

Owner's Insurance will be non-contributory and excess only.

- 4) **Waiver of Subrogation:** The **Commercial General Liability** and **Commercial Automobile Liability** policies required will contain a Waiver of Subrogation in favor of the Guilderland Public Library.
- 5) **Professional Liability** coverage with limits not less than \$2,000,000.00 per claim and in aggregate.
- 6) All insurances shall be written with an insurance company that is acceptable to Owner and carries a Best's rating of A-, VII or better.

Exhibit 'E'

ACORD

BULE2

OP ID: 887

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Paula P. Gassman - NY
11801 Plutarch-Victor Rd.
Plutarch, NY 14534
Matthew R. Matland

888-288-0420

CONTACT

PHONE (AG, HQ, FAX) 888-288-0420

FAX (AG, HQ) 888-862-5758

EMAIL matland@pools-ny.com

INSURANCE AFFORDING COVERAGE

MAJOR

INSURER 1 J.L. Specialty Insurance Company

37886

INSURED Butler Rowland Mays Architects
67 West High Street
Ballston Spa, NY 12020

INSURED 1

INSURED 2

INSURED 3

INSURED 4

INSURED 5

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PER CTR	TYPE OF INSURANCE	INSURED NO. 1	POLICY NO.	POLICY EFFECT DATE	POLICY EXPIRATION DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE					DAMAGE TO RENTED PREMISES (per occurrence) \$
						MED EXP (any one person) \$
						PERSONAL & ADJ INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMPOUND \$
						\$
	ONLY AGGREGATE LIMIT APPLIES PER POLICY					COMBINED SINGLE LIMIT (per occurrence) \$
	OTHER					BODILY INJURY (per person) \$
						BODILY INJURY (per accident) \$
						PROPERTY DAMAGE (per accident) \$
						\$
						\$
	ANY AUTOMOBILE LIABILITY					EACH OCCURRENCE \$
	ANY AUTO					AGGREGATE \$
	OWNED AUTOS ONLY					\$
	NON-OWNED AUTOS ONLY					\$
	UMBRELLA LIAB					PER OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					PER STATUTE \$
	ANY OTHER COVERAGE (YES/NO/EXEMPTIVE) (Yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N				ALL EACH ACCIDENT \$
						ALL DISHAB - EMPLOYEE \$
						ALL DISHAB - POLICY LIMIT \$
A	Prod Liability		DP08322003	08/18/2018	08/18/2019	PER CLAIM 2,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

GUILD-3

Guilderland Public Library
2228 Western Avenue
Guilderland, NY 12084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matthew Matland

ACORD 20 (2018/03)

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Exhibit 'F'

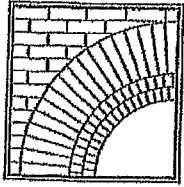
Basic and Additional Services Description

- B.1** Specific services included within basic compensation in addition to those described in Article 3 (Design, Specification, Bidding and Contract Administration), are as follows:
 - B.1.1** Design and specification of interior furniture, fittings, and equipment design, to be purchased by Owner via State contract.
 - B.1.2** Site work and civil engineering, including grading, drainage, site utilities, hard and soft-scape layout, plantings, and site lighting, site furnishings, and site signage, as required for the addition.
 - B.1.3** Fire protection engineering (sprinkler system).
 - B.1.4** One courtesy submission, if required, to the local jurisdictional Zoning, Planning or Historic Review Board.
 - B.1.5** Submission for approval to the NYS Education Department, Office of Facilities Planning for building permit.
 - B.1.6** Assistance with 2019 or 2020 DLD Construction Grant submission.
- B.2** Specific basic service exclusions (services not included in the stated fees, but which may be provided as additional services per Article 4):
 - B.2.1** Identification of endangered species, or the habitat of such species.
 - B.2.2** Wetlands delineation and wetlands-related permitting activities.
 - B.2.3** Traffic studies.
 - B.2.4** Archeological studies, reports, or investigations.
 - B.2.5** Environmental impact statements, or follow up studies resulting from the preparation of a full environmental assessment (long form) which seek to enhance or further review any selected section(s) of the assessment's findings.

Exhibit 'F' (continued)

Basic and Additional Services Description

- B.2.6 Construction observation and reports associated with the NYS DEC SPDES Permit/Storm Water Prevention Plan (typically required for site disturbance in excess of one acre).
- B.2.7 LEED certification work, fees, and documentation.
- B.2.8 Design of sanitary sewer, water line, or other utility extensions beyond connection to existing utility system at street.
- B.2.9 Special inspections as defined under the building code of New York State.
- B.2.10 Providing services related to grant applications by the Owner, other than those referenced above, which involve documentation, administrative paperwork, or out of sequence design work.
- B.2.11 Detailed cost estimating (provided by Construction Manager).
- B.2.12 Preparation and representation for historic review, planning, zoning, or other jurisdictional requirements beyond B.1. (To be provided under separate contract).
- B.2.13 Data and telecommunications system specification and design.
- B.2.14 Work associated with specific identification and/or repair of damage to the building(s) resulting from the activities of neighboring property owners, highway work, etc.
- B.2.15 Daily on site project representation.
- B.2.16 As-built construction record drawings.
- B.2.17 Security evaluation and planning.
- B.2.18 Formal commissioning of mechanical systems for LEED certification.



**BUTLER
ROWLAND
MAYS**

**ARCHITECTS,
LLP**

Exhibit G

Revised Draft Project Timeline

PROJECT: Master Plan:
GUILDERLAND PUBLIC LIBRARY
2228 Western Avenue – Guilderland, New York

PROJECT N°: 17•40•14

DATE: 28 May 2019

May 2019	Referendum Date
May 2019 – October 2022	BRMA Design and Construction Administration Services Agreement
June 2019	Submit SED Letter of Intent
June 2019	Construction Manager Agreement in Place for (at least) Pre-bid Estimating
End of July 2019	Submit Design Development Set to Construction Manager for Cost Estimate
August 2019	Review CM's DD Cost Estimate with Committee
August 2019	DLD Grant Submission Building Envelope (Depends on expedited SED Review)
December 2019	Submit 60% Construction Document Set to Construction Manager for Cost Estimate
January 2020	Review 60% CD Cost Estimate with Committee
February 2020	Coordinate Final Submission with Consultants
February/March 2020	Complete SED Submission Paperwork
March 2020	Submit Construction Documents to SED for Review/Approval
August 2020	DLD Grant Submission (Depends on SED Approval of some portion?)
February 2021	Construction Manager Agreement in Place for Bidding and Construction Administration
March 2021	SED Approval Received? (11-12 month SED Review Period Assumed – expedite?)
March - April 2021	Final Coordination of Documents
April 2021	Bid Period
May 2021	Bid Review and Approvals, Groundbreaking Ceremony
May 2021 – January 2022	Construction of Addition – Temporary Certificate of Occupancy (TCO) January 2022
August 2021	DLD Grant Submission
December 2021 – June 2022	Renovation Overlap, in Phases to Allow Occupancy
July 2022	Ribbon Cutting Ceremony
August – October 2022	Project Closeout and SED Paperwork

**Guilderland Public Library
COMMITTEES 2019-2020**

Building and Grounds

Long Range Planning

B. Nelson, Chair
J. Wright
P. Metzger
P. Hubbard
C. Barber

Finance

K. Downey, Chair
B. Fraterrigo
C. Barber
P. Hubbard
J. Wright

Audit

K. Downey, Chair
J. Wright
Neel Banerjee
Alex Zhang

Guilderland Library Foundation Liaison

M. Marcantonio

Ex Officio

B. Best, President
T. Wiles, Director

Personnel

Labor Management

B. Fraterrigo, Chair
H. Hennings
C. Barber
B. Nelson
N. Rivas

Policies

N. Rivas, Chair
M. Marcantonio
H. Hennings
K. Downey
P. Metzger

Nominating

J. Wright
B. Fraterrigo
P. Hubbard

UHLS Liaison

H. Hennings

**Design Steering Committee for
GPL Renewal**

M. Marcantonio, Chair
J. Wright
B. Nelson
P. Metzger
P. Hubbard