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May 16, 2018

Via E-Mail & First Class Mail

Ronald P. Burke
Superintendent of Schools
Edwards-Knox Central School District
2512 Co. Rt. 24
Hermon, NY 13652

Re: 2018-2019 Capital Outlay Project

Dear Ron:

Thank you providing our office with the Continuing Professional Services Agreement proposed by King + King Architects, LLP in connection with the District's 2018-2019 Capital Outlay Project. We have reviewed the Agreement and approve the same as to form.

Enclosed please also find a Board Resolution approving the retention of King + King Architects, LLP as the Architect for the 2018-2019 Capital Outlay Project. Upon execution of the contract, please keep one original, fully executed copy on file in the District office, forward the other original, fully executed contract to King + King Architects, and forward or email a copy of the fully executed contract to our office for our records.

Thank you for your courtesies.

Very truly yours,

Ferrara Fiorenza PC

Joseph G. Shields

JGS/paw
Enclosure

cc: Susan Johns

RESOLUTION

At a Regular Meeting of the Board of Education of the Edward-Knox Central School District (the "Board of Education"), held on June 12, 2018;

The meeting was called to order by Reginald LaPoint, President of the Board of Education, and upon roll being called, the following members were:

PRESENT:

ABSENT:

OTHERS ALSO PRESENT:

The following Resolution was offered by _____, and seconded by _____.

WHEREAS, the District has selected King + King Architects, LLP as its Architect for its 2018-2019 Capital Outlay Project; and

WHEREAS, the School District's legal counsel and King + King Architects, LLP have jointly drafted a contract for Architect services relative to the Project (a copy of which is attached hereto); and

NOW, THEREFORE, be it resolved as follows:

1. The Board of Education approves the retention of King + King Architects, LLP to proceed with the 2018-2019 Capital Outlay Project in accordance with the terms and conditions of the contract approved by legal counsel and provided to the Board of Education on this date.
2. This resolution shall take effect immediately.

Dated: June 12, 2018

**District Clerk
Edwards-Knox Central School District**

PROJECT AGREEMENT NO. 1 TO CONTINUING PROFESSIONAL
SERVICES AGREEMENT BETWEEN OWNER AND ARCHITECT

THIS PROJECT AGREEMENT

made this Seventh day of May in the year of Two Thousand Eighteen
supplements

The ORIGINAL CONTINUING PROFESSIONAL SERVICES AGREEMENT

made this Seventh day of May in the year of Two Thousand Eighteen

Between the OWNER Edwards-Knox Central School
2512 County Route 24
Hermon, New York 13652

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

for the following PROJECT Edwards-Knox Central School
2018-19 Capital Outlay Project
King + King Project # 18-44-6270

ARTICLE 1 – SCOPE OF SERVICES

1.1 Services to be Furnished

1.1.1 THE ARCHITECT shall provide professional services for the PROJECT in accordance with the Terms and Conditions of the Continuing Professional Services Agreement as supplemented by this Project Agreement.

Scope of Services, Exhibit A, identifies those services the Architect will furnish from his own staff; those he will furnish but which will be performed as outside services by Consultants to the Architect; those services necessary to the project which will be provided by the Owner and coordinated by the Architect; those services necessary to the project which will be furnished exclusively by the Owner; and those services which, at the time of this Agreement, are considered as unnecessary to the project and are not to be provided. Identification on forms of more than one source of responsibility indicates shared responsibilities to provide those services.

Following the Scope of Services (Exhibit A) is a General Description (Exhibit B), where applicable, of each service.

In no event, shall the Architect be relieved of sole responsibility to the Owner for the services to be performed by Consultants to the Architect. Such services are described under the heading "By Architect - Outside Services".

1.1.2 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.

ARTICLE 2 – PAYMENTS TO THE ARCHITECT

2.1 Compensation for Services

2.1.1 As provided for in the Continuing Professional Services Agreement, Article 2, for all services to be provided under this Project Agreement, payments shall be in the lump sum amount of \$12,000

2.2 Direct Project Expenses

2.2.1 Direct Project expenses are in addition to Compensation for Services and shall be paid as provided in the Original Continuing Professional Services Agreement, Article 2.

2.3 METHOD OF PAYMENTS

2.3.1 Payments for services during the various phases will be made based on the following percentage for each phase and percentage complete in each phase at the end of each month.

Construction Documents (Phase 1-4):	70%
Bidding (Phase 5):	5%
Construction Administration (Phase 6):	25%
TOTAL:	100%

ARTICLE 3 – TIME OF AGREEMENT

The following schedule is established as the estimated progress of services under this Agreement. This is not the Project Schedule. Its intent is only to clarify the overall time frame of the project. If this schedule is extended in any phase, due to causes beyond the control of the Architect, the amounts of compensation, schedule of compensation, and/or project schedule will be reviewed mutually with the Owner. If the Architect determines that good faith re-negotiation is necessary due to extensions of schedule beyond that anticipated herein, he shall so inform the Owner in writing.

- A. Construction Document Services to be substantially complete by July 30, 2018.
- B. SED Submission will be on or before July 30, 2018. SED review period to be complete on or before February 28, 2019 (estimated).
- C. Bidding Services to be substantially complete April 30, 2019.
- D. Construction Contract Administration Services to be substantially complete by June 30, 2019.

ARTICLE 4 – ATTACHMENTS

Exhibit A – Scope of Service Form
Exhibit B – General Description
Exhibit C – Scope of Work

THIS PROJECT AGREEMENT executed the day and year first written above.

OWNER

Edwards-Knox Central School

By _____

Title _____

Date _____

ARCHITECT

King + King, Architects LLP

By  _____
Jim King, Partner
New York State Registration 15925

Date 05/07/18

CONTINUING PROFESSIONAL SERVICES
AGREEMENT BETWEEN OWNER AND ARCHITECT

THIS AGREEMENT

made this Seventh day of May in the year of Two Thousand Eighteen

Between the OWNER Edwards-Knox Central School
 2512 County Route 24
 Hermon, New York 13652

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

for the following PROJECT

Continuing Professional Services (Refer to Project Agreements for specific project descriptions and project numbers).

It is the intention of the Owner to employ the Architect to provide Architectural and Engineering services on various projects in various capacities. Individual project identification numbers will be assigned for each project as it is undertaken.

The OWNER and the ARCHITECT agree as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.1 SERVICES TO BE FURNISHED

1.1.1 THE ARCHITECT shall provide professional services for the various projects as requested by the Owner in accordance with the Terms and Conditions of this Continuing Professional Services Agreement as supplemented by a Project Agreement or appropriate Letter Agreement.

1.1.2 If requested by the Owner or if deemed necessary by the Architect, the Architect will, in each instance, supplement this Continuing Professional Services Agreement with a Letter or a Project Agreement defining the Scope of Services to be furnished, the Time of the Agreement and an estimate of or method of Compensation for Services. The Owner shall provide written acceptance of such Letter or Project Agreement.

1.2 ADDITIONAL SERVICES

1.2.1 Additional Services are services not identified as included in the scope of this Agreement and services listed in this Section 1.2. Additional Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinafter provided.

1.2.2 Making substantial (in excess of \$1,000 of Architect's time) revisions in Drawings, Project Manual, or other documents when such revisions are inconsistent with final written approvals or instructions previously given by the Owner, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the

- Architect, are considered Additional Services.
- 1.2.3 Services related to SPDES permits, decommissioning/re-use evaluations, and DEIS/EIS work (SEQRA process with the District as the Lead Agency) are considered Additional Services.

1.3 COST ESTIMATES AND BUDGETS

- 1.3.1 Evaluations of the Owner's Project Budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Referendum budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.
- 1.3.2 The Construction Cost Budget is the voter approved Referendum Budget amount minus all other costs not classified as Construction Cost. Non-Construction Costs include the compensation of the Architect and the Architect's Consultants, Construction Manager compensation (if any), the cost of other project representation, costs of land, rights-of-way, financing costs, legal fees and, to the extent not designed or specified by the Architect, other costs which can be listed as incidental costs under the rules and procedures of the State Education Department and those other costs associated with the Project which are the responsibility of the Owner.

The Construction Cost Budget shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect including specified sitework. The Construction Cost shall include the cost at current market rates of labor, materials and equipment furnished by the Contractors and designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

If the Owner establishes a fixed limit of Construction Cost, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the Scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Subject to paragraph B1.06 (of the Project Agreement) any such fixed limits shall be increased in the amount of any increases in the Contract sum occurring after the execution of the Contract for Construction.

- 1.3.3 If Bidding or Negotiation phase has not commenced within three months after the Architect submits the Construction Documents to the Owner or three months after NYSED final approval, whichever is later, any project budget or estimate of Construction Cost may be adjusted, with the Owner's prior consent, to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

- 1.3.4 If the project budget or fixed limit of Construction Cost, if any, adjusted as provided above is exceeded by the lowest bonafide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit or; (2) authorize rebidding or renegotiation of the project within a reasonable time; (3) direct that the Project is abandoned, in whole or in part, in accordance with Article 2.5, or; (4) cooperate in revising the Project Scope and quality as required to reduce the Construction Cost. The Architect will redesign, revise project scope and quality, and/or rebid the project as discussed in this paragraph, at no additional cost to the Owner. The providing of such services shall be the limit of the Architect's responsibility arising from such fixed limit and having done so, the Architect shall be entitled to compensation for all services performed in accordance with this Agreement, whether or not the construction phase is commenced.

1.4 THE OWNER'S RESPONSIBILITIES

- 1.4.1 The Owner shall provide full information regarding his requirements for the Project and shall designate a representative authorized to act in the Owner's behalf with respect to the Projects. The Owner, or such authorized representative, shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.
- 1.4.2 The Owner shall furnish all legal, accounting, bonding and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.
- 1.4.3 The services, information, surveys and reports identified in this Agreement as being the responsibility of the Owner shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof. In the event the Architect becomes aware of any mistake in any information, surveys or reports furnished by the Owner, the Architect will so notify the Owner in a timely manner.
- 1.4.4 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect. This does not relieve the responsibilities of the Architect.
- 1.4.5 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work. The Architect shall notify the Owner in writing in the event that the Architect is concerned that the approvals and decisions are not being furnished as expeditiously as is necessary for the Architect's work prior to the exercise of any rights by the Architect.
- 1.4.6 The Owner identifies the following representative authorized to act on behalf of the Owner with respect to the Project:

Ronald Burke
Superintendent of Schools
Edwards-Knox Central School
2512 County Route 24
Hermon, New York 13652

ARTICLE 2 – PAYMENTS TO THE ARCHITECT

2.1 COMPENSATION FOR SERVICES

- 2.1.1 Compensation for services for each project shall be as described in the Project Agreement written for each project.

2.2 COMPENSATION FOR ADDITIONAL SERVICES

- 2.2.1 The Owner shall compensate the Architect for Additional Services as described in Article 1.2 in the amount or amounts agreed to.
- 2.2.2 No compensation shall be paid by the Owner to the Architect for Additional Services unless authorized in writing by the Owner and confirmed in writing by the Architect. The Architect shall not be expected to perform additional services until such written authorization.
- 2.2.3 Notwithstanding anything to the contrary, no architectural services made necessary, in whole or in part, by the fault or omission of the Architect to perform its duties under this Agreement, shall be compensated as an Additional Service.

2.3 DIRECT PROJECT EXPENSES

- 2.3.1 Direct Project Expenses described below are in addition to the Compensation for Services and include charges for expenditures made by the Architect, his employees or his professional Consultants in the interest of the Project for expenses listed in the following Subparagraphs:
- 2.3.2 Expense of all reproductions related to NYSED submittals (preliminary and final), bidding and construction phases of the Project, including electronic data and conversions, blueprinting, copying, photographic production techniques, and postage. At the Owner's option, the Architect will provide a print ready master specification book for printing by the Owner at its own expense. Any Contractor money deposits for bid sets not returned to the Architect will be sent to the Owner.
- 2.3.3 Expense of renderings, architectural models and computer animated walk-throughs of project for Owner's use for project Promotions/Public Relations. Renderings are artistic presentation type (hand or computer generated) drawings.
- 2.3.4 Expense of any additional insurance coverage or limits beyond those noted below, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants. Insurances carried by the Architect – types and amounts:

Commercial General Liability	\$1,000,000
Professional Liability	\$2,000,000
Workers Compensation (Per Accident)	\$500,000
Excess Liability – Umbrella Form (General Only)	
Each Occurrence	\$5,000,000
Aggregate	\$5,000,000
Automobile Liability	
(Hired Autos and Non-Owned Autos)	
Combined Single Limit	\$1,000,000

- 2.3.5 Expenses relating to asbestos and lead abatement, including sampling and analysis, air monitoring, project monitoring, variance fees, air clearance sampling and analysis, final air clearance sampling and analysis and final reports.
- 2.3.6 Expenses relating to SPEDES permits, decommissioning/re-use evaluations, DEIS/EIS work (SEQRA process with the District as the Lead Agency), wetland delineation, archeological studies, storm water management plans, flood plain studies, etc.
- 2.3.7 Direct Project Expenses, as described in paragraph 2.3, the cost expended by the Architect, his employees, or his professional consultants in the interest of the project shall be billed at cost (1.0).

2.4 METHOD OF PAYMENT

- 2.4.1 Method of payment for the Architect's Services and Direct Project Expenses shall be as described in the Project Agreement written for each project.
- 2.4.2 Payments for the Architect's Services and for Direct Project Expenses shall be made monthly, upon receipt by the Owner of the Architect's monthly invoice. Such invoice contains the cost of the total professional services rendered and the expenses for the time period, the totals billed to date, paid to date and amounts owing. Detailed information is available as described in Article 3.1.
- 2.4.3 Payments due under this Agreement shall bear interest at the rate required by the prompt payment requirements of the General Municipal Law.

2.5 SUSPENSION, ABANDONMENT, TERMINATION

- 2.5.1 If this Agreement is terminated, the Owner shall compensate the Architect for the services rendered up to the time of termination, including compensation for any Additional Services and charges for Direct Project Expenses then due.
- 2.5.2 If the Project is suspended or abandoned, in whole or in part, for more than three months, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Direct Project Expenses then due and resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation will be reviewed mutually with the Owner.

ARTICLE 3 – GENERAL TERMS

3.1 ARCHITECT'S ACCOUNTING RECORDS

- 3.1.1 Accounting records for services performed on the Project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times until final completion of the Project and thereafter in accordance with the Architect's standard of practice.

Accounting records for Direct Project Expenses shall be kept on a generally recognized accounting basis and shall be submitted to the Owner or his authorized representative along with monthly invoices in accordance with the Architect's standard of practice.

3.2 TERMINATION OF AGREEMENT

- 3.2.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 3.2.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event the project specified in such notice is permanently abandoned.
- 3.2.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

3.3 OWNERSHIP OF DOCUMENTS

- 3.3.1 Drawings, Project Manual and Electronic Data as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. However, the Project is the property of the Owner, and the Architect may not use the Drawings and Project Manual, therefore, for any purpose not relating to the Project without the Owner's consent. The Owner shall be furnished with such reproductions of Drawings and Project Manual as the Owner may reasonably require. Upon completion of the work, the Architect will review record drawings provided by Contractors in accordance with the Conditions of their Contracts, or in the case of electronic documents, will revise Drawings to reflect changes made during construction based on information provided by the Contractors, and will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be the property of the Owner, who may use them without the Architect's permission for any proper purpose relating to the Project, including, but not limited to, completion of the Project.
- 3.3.2 The Drawings, Project Manual and Electronic Data shall not be used by the Owner on other projects, or for additions to this Project without the Architect's written consent.
- 3.3.3. To the extent the Owner or its successors in interest uses the Drawings, Project Manual and Electronic Data, without consent, for alterations, extensions or additions, or for completion of this Project, or modifies them for completion of this Project, such use or modification shall be at the Owner's sole risk without liability to the Architect or the Architect's Consultants.
- 3.3.4 Documents may not be sold or given to others except to a purchaser of the completed Project, or as required by any law, order, rule, regulation or contract provision of an Agreement with a governmental agency or entity now or hereafter in effect.
- 3.3.5 The Architect may use the product of its architectural effort expended on Owner's behalf for general reference and the enhancement of its architectural capability in future marketing, promotional or public relation efforts.
- 3.3.6 Submission or distribution to meet official regulatory requirements or for other purposes in connection with a Project is not to be construed as publication in derogation of the Architect's rights.

3.4 SUCCESSORS AND ASSIGNS

- 3.4.1 The Owner and the Architect each binds himself, his partners, successors, assigns and

legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

3.5 EXTENT OF AGREEMENT

- 3.5.1 This Agreement supplemented as provided in paragraph 1.1.2 represents the entire and integrated Agreement between the Owner and the Architect for the Project specified on page 1 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.

3.6 MISCELLANEOUS PROVISIONS

- 3.6.1 Unless otherwise specified, this Agreement shall be governed by the laws of New York State.
- 3.6.2 Terms in this Agreement shall have the same meaning as those in AIA Documents A201, General Conditions of the Contract for Construction, 2007 Edition or A232, General Conditions of the Contract for Construction, Construction Manager as Advisor 2009 Edition, whichever is applicable to the specific project as outlined in the project or appropriate letter agreement.
- 3.6.3 The Owner and the Architect waive all rights against each other and against the Contractors, Consultants, agents and employees of the other for damages covered by any property insurance during or after construction as set forth in the edition of AIA Documents A201 General Conditions of the Contract for Construction, 2007 Edition or A232, General Conditions CMA, 2009 Edition, to the extent such insurance proceeds are actually received, provided that the Owner's and Architect's respective insurance carriers consent to this waiver in writing at no additional cost. The Owner and the Architect each shall require appropriate similar waivers from their Contractors, Consultants and agents. This paragraph shall be null and void to the extent it invalidates any insurance coverage.
- 3.6.4 The services to be performed by the Architect under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of the Architect toward any person or persons not a party to this Agreement including, but not limited to, any Contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
- 3.6.5 The Owner shall provide professional credit for the Architect and his Consultants on the construction sign and in promotional material for the Project.
- 3.6.6 The Architect acknowledges that the Owner is a School District, which is subject to various laws and regulations of the State of New York. The Architect represents that it is familiar with such laws and regulations as they pertain to the design, bidding and construction of the Project including, but not limited to, the requirements of Article 5-A of the General Municipal Law (sections 401 and ff., "School Buildings and Site"); and Sub-Chapter J, Part 155 of Title 8, Chapter II of the Codes, Rules and Regulations of the State of New York (Regulations of the Commissioner of Education, "Educational Facilities"), to the extent that they pertain to the Project. The Architect will perform its services in accordance with the requirements of these and other applicable laws,

rules and regulations in effect as of the date of this Agreement, or enacted during the term of this Agreement and made known to the Architect. Should laws be enacted during the term of this Agreement, Article 1.2 may apply.

- 3.6.7 If the Owner decides to employ a Construction Manager at any point during the project to provide pre-construction or construction services, the Architect's scope of work will be reviewed mutually with the Owner.
- 3.6.8 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees, and its consultants in the performance of professional services under this agreement.
- 3.6.9 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to commencing litigation. If either party will be prejudiced by waiting until the mediation has concluded, then either party may proceed in accordance with applicable law to comply with filing deadlines prior to resolution of the matter by mediation. Litigation will be in a court of competent jurisdiction.
- 3.7 RESPONSIBILITY
 - 3.7.1 The Architect shall not be responsible for the acts or omissions of the Owner or of any Construction Contractor, or Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.
 - 3.7.2 The Architect shall be responsible for his own performance and the performance of his agents and employees.
 - 3.7.3 The remodeling and/or rehabilitation of an existing site and/or building requires that certain assumptions be made regarding existing conditions. Some of these assumptions as being latent conditions, may not be reasonably verifiable during design and before construction commences, without expending additional sums of money, destroying otherwise adequate or serviceable portions of the site and/or building, or disrupting the Owner's ongoing operations. The Owner agrees that, in such cases, the Owner either will include contingency sums (approved in advance by the Owner) to cover any professional services, construction or demolition services necessary to verify such assumptions or to rely on such assumptions made with the Architect's best professional judgment and care and in cases where such assumptions are later found to be incorrect, the Owner will, except when the Architect is negligent, not hold the Architect responsible for such assumptions and will include sufficient sums in the budget to make whatever changes or adjustments in the construction work that may be required.

THIS AGREEMENT executed the day and year first written above.

OWNER

Edwards-Knox Central School

By _____

Title _____

Date _____

ARCHITECT

King - King, Architects LLP

By  _____
Jim King, Partner
New York State Registration 15925

Date 05/07/18

Project: Edwards-Knox CSD 2018-19 Capital Outlay Project K2 Project #: 18-44-6270 Date: 5/7/18 The Owner and the Architect, respectively, shall provide for this Phase of the Project those services appropriately designed and assigned below and described subsequently. Page 1 of 2	By Architect	By Architect, As Outside Services	By Owner, Coordinated by Architect	By Owner	Not To Be Provided
PHASE 1 PRE-DESIGN					
1.01 Establish Project Requirements	X	X			
1.02 Documents Filing	X	X	X		
1.03 Site Survey					X
1.04 Soils Engineering					X
1.05 Space Program					X
1.06 Project Budget			X		
1.07 Communication	X				
PHASE 2 SCHEMATIC DESIGN					
2.01 Program Review	X	X			
2.02 Schematic Design Documents	X	X			
2.03 Statement of Probable Construction Cost	X	X			
2.04 Documents Filing					X
2.05 Assistance with Public Presentations					X
2.06 Communication	X				
2.07 Rendering					X
PHASE 3 DESIGN DEVELOPMENT					
3.01 Design Development Documents	X	X			
3.02 Statement of Probable Construction Cost	X	X			
3.03 Documents Filing					X
3.04 Communication	X				
PHASE 4 CONSTRUCTION DOCUMENTS					
4.01 Construction Documents	X	X			
4.02 Bidding Information			X		
4.03 Statement of Probable Construction Cost	X	X			
4.04 Detailed Construction Cost Estimates					X

KING & KING, Architects LLP Scope of Services (Exhibit A) B162A K&K

4.05 Documents Filing			X		
4.06 Communication	X			X	

Project: Edwards-Knox CSD 2018-19 Capital Outlay Project K2 Project #: 18-44-6270 Date: 5/7/18 The Owner and the Architect, respectively, shall provide for this Phase of the Project those services appropriately designed and assigned below and described subsequently. Page 2 of 2	By Architect	By Architect, As Outside Services	By Owner, Coordinated by Architect	By Owner	Not To Be Provided
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PHASE 5 BIDDING OR NEGOTIATION

5.01 Arrange for Reproduction			X		
5.02 Examination of Bidders			X		
5.03 Documents Issue/Return			X		
5.04 Addenda	X	X			
5.05 Pre-Bid Conference				X	
5.06 Bid Evaluation	X	X	X		
5.07 Notice to Proceed			X		
5.08 Construction Contract Agreements			X		
5.09 Communication	X			X	

PHASE 6 CONSTRUCTION CONTRACT ADMINISTRATION

6.01 Construction Contract Administration	X	X			
6.02 Construction Observation	X	X		X	
6.03 Shop Drawing/Submittal Review	X	X			
6.04 Construction Cost Accounting	X				
6.05 Quotation Requests/Change Orders	X	X			
6.06 Testing/Inspections/Reports			X		
6.07 Full Time Project Representation				X	
6.08 Determine Substantial & Final Completion	X	X			
6.09 Claims Assistance	X				
6.10 Communication	X			X	

KING & KING, Architects LLP Scope of Services (Exhibit A) B162A K&K

EXHIBIT B – GENERAL DESCRIPTIONS

PHASE 1: PRE-DESIGN

- B1.01 Establish Project Requirements: The Architect shall assist the Owner in establishing the scope of work, financial and time requirements and limitations for the Project prior to beginning design. This includes preparation of professional services agreements.
- B1.02 Documents Filing: The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- B1.03 Site Survey: The Owner shall furnish a legal description and a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. The Architect will assist the Owner in obtaining such services.
- B1.04 Soils Engineering: The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations. The Architect will assist the Owner in obtaining such services.

The soils investigation will be performed under the direction of the Architect and his structural engineer by a specialist consultant expert in such matters. The Architect will not participate directly in the investigation given the specialized nature of such services.

The Owner acknowledges that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional soils engineer who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are concealed or hidden and, therefore, cannot be considered in the development of a subsurface exploration or investigation program. Such risks are inherent and are latent conditions and may require that the Owner incur additional cost.

- B1.05 Space Program: The Architect shall assist the Owner in the preparation of a program which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
- B1.06 Project Budget: There is a budget for the Project. It is intended to be the entire cost to the Owner of the Project which must or may be charged to the Referendum Amount and shall be the sum of Construction Cost and all other costs of the Project that are not classified as Construction Cost. Project Cost includes, but is not necessarily limited to, Construction Cost, the compensation of the Architect and the Architect's Consultants, Construction Manager compensation (if any), the cost of other project representation, costs of land, rights-of-way, financing costs, legal fees, other costs which can be listed as incidental costs under the rules and procedures of the State Education Department and those other costs associated with the Project which are the responsibility of the

Owner. In no event shall Project Cost exceed the Referendum Amount. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

- B1.07 Communication: The Architect shall provide communication in the form of written and verbal reports to the Owner at intervals appropriate to the stage of the Project.

PHASE 2: SCHEMATIC DESIGN

- B2.01 Program Review: The Architect shall review the program to ascertain the requirements of the Project and shall review such requirements with the Owner.
- B2.02 Schematic Design Documents: Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- B2.03 Statement of Probable Construction Cost: The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume, or other unit costs for the Owner's approval.
- B2.04 Documents Filing: The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of authorities having jurisdiction over the Project.
- B2.05 Assistance with Public Presentations: The Architect shall attend public meetings and make appropriate presentations of the Project to the public or to other groups, persons or agencies and answer questions that may arise.
- B2.06 Communication: The Architect shall provide communication in the form of written and verbal reports to the Owner at intervals appropriate to the stage of the Project.
- B2.07 Rendering: Notwithstanding paragraph 2.3.3 in the original Continuing Professional Services Agreement, the cost of one fixed perspective, non-photorealistic color rendering depicting significant project elements suitable for presentation to the community prior to the referendum will be provided at no additional cost.

PHASE 3: DESIGN DEVELOPMENT

- B3.01 Design Development Documents: Based on the Owner's final written approved Schematic Design, Documents and any adjustments authorized by the Owner in the program or Project Budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, technology, asbestos and lead abatement, mechanical and electrical systems, kitchen equipment, acoustical, landscape and civil, including playgrounds, materials and such other elements as may be appropriate.
- B3.02 Statement of Probable Construction Cost: The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume, or other unit costs for the Owner's written approval.
- B3.03 Documents Filing: The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of authorities having jurisdiction over the Project.

B3.04 Communication: The Architect shall provide communication in the form of written and verbal reports to the Owner at intervals appropriate to the stage of the Project.

PHASE 4: CONSTRUCTION DOCUMENTS

B4.01 Construction Documents: Based on the Owner's final written approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Project Manual setting forth in detail the requirements for each separate contract for the construction of the Project.

B4.02 Bidding Information: The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor, utilizing standard AIA (American Institute of Architects) Documents and the Architect's standard modifications to those documents.

- a. General Conditions of the Contract for Construction, AIA Document A201, 2007 edition or such other later edition as the Architect and Owner may agree upon – describes the rights, responsibilities and relationships of the parties to the Contract (Owner and Contractor) and the related duties and responsibilities of the Architect.
- b. Supplementary General Conditions, Architects Standard – amends, supplements, modifies, extends or voids certain portions of the General Conditions.
- c. General Requirements (Division 1) – details requirements for Alternates, Allowances, Temporary Facilities, Subsurface Investigation, Demolition and Project Close-Out.
- d. Standard Form of Agreement Between Owner and Contractor AIA Document A101, 2007 edition Edition which enumerates the Contract Documents, the Work, Time of Commencement and Completion, Contract Sum, Progress Payments, Final Payment.
- e. Instructions to Bidders AIA Document A701 – describes the details of the issuance of documents and receipt of bids.
- f. Performance Bond and Labor and Material Payment Bond – AIA Document A311.
- g. Bid Bond – AIA Document A310.

These documents may be further modified and tailored to this Project by the Owner and the Owner's legal counsel, insurance and bonding advisors and regulatory agencies having jurisdiction over the Project.

B4.03 Statement of Probable Construction Cost: Previous Statements of Probable Construction Cost shall be adjusted to indicate changes in requirements or general market conditions for Owner's written approval.

B4.04 Detailed Estimate of Construction Cost: Develop a Detailed Estimate of Construction Cost based on an estimate of quantities and cost of all materials, labor, tools, equipment, and services needed for the work for the Owner's written approval.

B4.05 Documents Filing: The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of authorities having jurisdiction over the Project.

B4.06 Communication: The Architect shall provide communication in the form of written and verbal reports to the Owner at intervals appropriate to the stage of the Project.

PHASE 5: BIDDING OR NEGOTIATIONS

B5.01 Arrange for Reproduction: Based on the Owner's final written approval, organize and arrange for the reproduction of the bidding documents.

B5.02 Examination of Bidders: Assist the Owner in establishing a list of bidders, if necessary.

B5.03 Documents Issue/Return: Issue bidding documents, maintain records of documents issued, handle document deposits, recover documents from unsuccessful bidders.

B5.04 Addenda: Respond to questions from bidders and prepare and distribute addenda documents as may be needed during bidding to clarify or supplement the bidding documents or to give notice of changes in bidding procedures.

B5.05 Pre-Bid Conference: Hold conference with bidders prior to receipt of bids to answer questions relative to the Project.

B5.06 Bid Evaluation: Attend bid opening, consult with the Owner subsequent to the receipt of bids, provide recommendations on award of contract(s), and participate in post-bidding negotiations between the Owner and the successful bidder(s).

B5.07 Notice to Proceed: Owner shall, by means of an executed Owner/Contractor Agreement or a Letter of Intent, notify the Contractor(s) to proceed with the work.

B5.08 Construction Contract Agreements: Notify the successful Contractor(s); draft Owner/Contractor agreement form(s) for review and approval by the Owner's attorney, provide complete sets of the contract documents for signature and distribute to the Owner and the Contractor(s); receive and transmit certificates of the required insurance and bonds for Owner's attorney and insurance advisor review.

B5.09 Communication: The Architect shall provide communication in the form of written and verbal reports to the Owner at intervals appropriate to the stage of the Project.

PHASE 6: CONSTRUCTION CONTRACT ADMINISTRATION

B6.01 Construction Contract Administration:

B6.01.1 The Construction Phase will commence with the award of the Contract for Construction and will terminate the later of six (6) months after the date of Substantial Completion of the Work or the date that final payment is due the Contractor. The Architect will provide necessary support to the Owner as the Owner completes the submission of NYSED final cost reports at no additional cost even if after the above noted dates in Article 3.

B6.01.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition or such other later

edition as the Architect and Owner may agree upon and as modified by the Supplementary General Conditions as the Architect and Owner may agree upon.

- B6.01.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument.
- B6.01.4 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- B6.01.5 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.
- B6.01.6 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents and Owner's approval.
- B6.01.7 The Architect shall reject Work, which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed. The above will be done only after written notice to the Owner.
- B6.01.8 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner and the Architect.

B6.02 Construction Observation

- B6.02.1 The Architect shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work and to determine if the Work is proceeding 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, nor shall such inspections impose any responsibility upon the Architect to monitor, manage or report upon the manner in which the Contractor is performing its safety responsibilities. On the basis of such on-site observation as an Architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner

against defects and deficiencies in the Work of the Contractor.

B6.02.2 The Architect shall at all times have access to the work wherever it is in preparation or progress.

B6.02.3 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractors, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

B6.03 Shop Drawings/Submittals Review: The Architect shall review and comment or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, which are required by the Contract to be submitted, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness. The Architect's acceptance of a specific item shall not indicate acceptance of an assembly of which the item is a component.

B6.04 Construction Cost Accounting:

B6.04.1 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificate for Payment in such amounts, as provided in the Contract Documents.

B6.04.2 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in subparagraph B6.02.1, and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, in the Architect's professional opinion, formed through the exercise of due diligence and professional care, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

B6.04.3 Notwithstanding any other provision of this Agreement or of the Final Certificate for Payment to the contrary, the Architect's issuance of a Final Certificate for Payment shall (in addition to anything set forth thereon or in connection therewith) constitute a representation by the Architect to the Owner that in the Architect's professional opinion, formed through the exercise of due diligence and professional care: A) each Contractor has fully performed all Work required by the Contract Documents; B) all Work has been performed in a good and workmanlike manner; and C) each Contractor has submitted satisfactory evidence by way of affidavits that all liens have been paid and that all claims of subcontractors, laborers, materialmen, and suppliers of all Contractors and subcontractors and their agents have been

paid in full.

B6.05 Quotation Requests/Change Orders: The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

B6.06 Testing and Inspection Coordination: The Architect shall make arrangements for independent testing and inspection specified, and review reports generated for compliance with the Contract Documents.

B6.06.1 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents or as may be required by the Architect.

B6.07 Full-Time Project Representation:

B6.07.1 If the Owner and Architect agree that more extensive representation at the site than is otherwise described for this Phase 6 shall be provided, the Architect shall assist the Owner in providing one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

B6.07.2 Such Project Representatives shall be selected, employed and directed by the Architect and the Architect shall be compensated therefore on the basis of the representative's hourly salary times a factor of (1.50). The duties, responsibilities and limitations of authority of such Project Representative(s) shall be in accordance with the Architects written standards.

At the Owner's option, if such Project Representative is on the Owner's payroll, the Architect will maintain direction of the Project Representative as described herein without reimbursement.

B6.07.3 Through the observations by such Project Representative, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such Project representation shall not modify the rights, responsibilities or obligations of the Architect as otherwise described for this Phase 6.

B6.08 Determine Substantial & Final Completion: The Architect shall conduct observations to determine the Dates of Substantial Completion and Final Completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a Final Certificate for Payment.

B6.09 Claims Assistance: In the case of litigation between the Owner and a Contractor, the Architect may provide claims assistance at the request of the Owner as a contingent additional service.

B6.10 Communication: The Architect shall provide communication in the form of written and verbal reports to the Owner at intervals appropriate to the stage of the Project.

END OF EXHIBIT B



king + king
ARCHITECTS

Edwards-Knox CSD

Project No. 18-44-6270

EXHIBIT 'C' 2018-19 Capital Outlay Project – Toilet Room Finish Upgrades

DESCRIPTION OF PROJECT SCOPE:

Remove existing VCT and replace with ceramic floor tile and base.

Paint all walls and door frames.

Replace ceiling tile and grid.

CONSTRUCTION SCHEDULE

Winter and Spring of 2019