SOUTH LEWIS CENTRAL SCHOOLS 2020-21 Instructional Calendar

July	,						<u> </u>		January
S	M	T	W 1	T 2	F 3	S 4		September (20)	S M T W T F S
5 12	6 13	7 14	8 15	9 16	10 17	11 18	1	Superintendents Conference Day	3 4 5 6 7 8 9 10 11 12 13 14 15 16
19 26	20 27	21 28	22 29	23 30	24 31	25	2	Superintendents Conference Day	17 18 19 20 21 22 23 24 25 26 27 28 29 30
							3	Superintendents Conference Day	
Augu							7	Labor Day	February
S	M	T	W	T	F	S 1	8	Opening of School	S M T W T F S 1 2 3 4 5 6
	3 10	4 11	5 12	6 13	7 14	8 15		October (21)	7 8 9 10 11 12 13 14 15 16 17 18 19 20
	17 24	18 25	19 26	20 27	21 28	22 29	12	Columbus Day	21 22 23 24 25 26 27 28
	31		20	-	20			November (17)	26
							11	Veterans Day	
Sept S	embe M	er 人	W	X.	F	s	25-27	Thanksgiving Holiday	March S M T W T F S
6 (Q	公	2 9 16	10 17	4 11 18	5 12 19		December (16)	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20
20 27	21 28	22 29	23 30	24	25	26	23-31	Christmas Holiday	21 22 23 24 25 26 27 28 29 30 31
								January (19)	
-						-	1	New Year Holiday	T
Octo S	o per M	Т	W	T	F	s	18	Martin Luther King Day	April SMTWT FS
4	5	6	7	1 8	2 9	3 10	26-29	Regents Exams	4 5 6 7 8 9 10
18	19	13 20	14 21	15 22 29	16 23	17 24		February (15)	11 12 13 14 15 16 17 18 19 20 21 22 23 24
25	26	27	28	29	30	31	15 16-19	Winter Recess (President's Day) Winter Recess	25 26 27 28 29 30
Nove	emba							March (23)	May
S 1 8	M 2 9	T 3 10	» أ	T 5 12	F 6 13	S 7 14		April (16)	S M T W T F S 1 2 3 4 5 6 7 8
15 22 29	16 23 30	17 24) <u>18</u> 25	19 26	20 27	21 28	2 5-9	Good Friday Spring Recess	9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29
								May (20)	30 ③
							31	Memorial Day	1,
Dec S	embe M	T	w	T	F	S 5		June (19)	June S M T W T F S
6 13	7 14	1 8 15	2 9 _16_	3 10 17	4 11 18	5 12 19	16-25	Regents Days	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19
20	21 28	22 29	23 30	24 31	25	26	25	Rating Day Last Day of School	20 21 22 23 24 23 26 27 28 29 30
								Total number of days 186	

NOTE: If additional days must be used for emergency closings, the Board of Education reserves the right to determine which makeup days will be used from any scheduled recess periods and/or holidays, consistent with any language that may exist in district labor agreements.

South Lewis Central Schools 2020-21 Budget Recommendation March 17, 2020



CURRENT 2019-20 Budget \$26,261,305

Cost-Drivers:

- Salaries:
- Administrative/Supervisory/Confidential: 3.0%
- SRP: 3.25%
- SLTA: 3.25%
- 0/CZ:C :STICE ---
- Healthcare: 1.75%
- Worker's Compensation: 3.9%
- Pensions:
- □ ERS: Steady @ approximately 15-16% of payroll
- TRS: Increase from 8.86% to 9.53% of payroll
- Building/Department Budgets: Increase of 1.02% (total = \$3,206,729)
 - BOCES and RIC Budgets: Decrease of 1.6% (total = 3,829,383)

State Aid:

- Foundation Aid: \$234,115 (1.85% increase)
- □ Includes \$100,000 Community Schools Aid
- Expense Based-Aids (Transportation, BOCES, etc...) No Formula Change (BUT...)
- Enrollment Based-Aid (Textbook/Software, Library, etc...) No Formula Change (BUT...)

Local Tax Levy History and Recommendation

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Tax Levy History:
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2009-10: 1.79%

2010-11: 3.4%

2011-12: 2.98%

(Allowable Limit was 3.46%) 2012-13: 1.97%

(Allowable Limit was 4.95%) 2013-14: 1.98% 2014-15: 1.98%

Allowable Limit was 3.45%) Allowable Limit was 5.96%)

Allowable Limit was .12%) 2015-16: 1.95%

%0 2016-17:

(Allowable Limit was 2.75%) (Allowable Limit was 2.8%) 2017-18: 1.25% 2018-19: 1.97%

(Allowable Limit was 2.56%) 2019-20: 1.75%

2020-21 Tax Levy Recommendation

1.80% increase (Estimated Allowable Limit is 2.19%)

2020-21 Recommended Budget \$26,791,524

- What is in/not in this budget compared to this year?
- All current programs and opportunities for students
- Building/Department Budgets as presented/requested
- Staffing/Program Changes
- Addition of an Employee Assistance Program (EAP Services)
- Counseling, Trainings/Seminars, Event Tabling, etc...
- Addition of Jeff-Lew Resolution Center Services (1 day/week)
- STAMP, Peer Mediation, Youth Classes, etc...
- Elimination of Full-Time Director of Health, PE & Athletics
- Current Administrator picks up title, duties & responsibilities with support of:
- Athletic Coordinator, Sport Season Supervisors, and more dedicated clerical support

- 2020-21 Recommended Budget \$26,791,524

- What is in/not in this budget compared to this year?
- Mini-Renovation/Capital Outlay Project
- Renovation of old HS Guidance Office into an OT/PT Therapy Suite
- Purchase of three school buses (all with under luggage racks)
- Establishment of a Capital Reserve
- □ Up to \$3,000,000 over a 10-year period

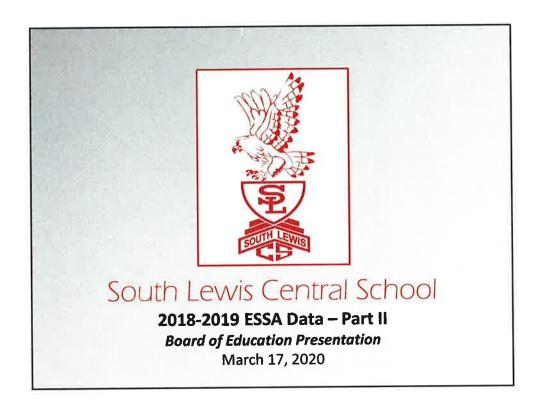
2020-21 Enrollment (UPK-12)

2020-21 Recommended Budget \$26,791,524

- 1061 / 16010
- 1.80% Tax Levy Increase Recommendation (Allowable Limit is 2.19%) Spending increase of approximately 2.02%
- Changes of Note:
- Employee Assistance Program (EAP)
- JL Resolution Center Services (1 day/week)
- Director of Health, PE & Athletics transition
- 3 Buses
- Establishment of a Capital Reserve
- OT/PT Therapy Suite Renovation
- Scheduled for Budget Adoption on March 17th

Questions - Comments - Discussion







Elementary-Middle Level Accountability Factors:

- Composite Performance (academic achievement in English language arts, math and science);
- Student Growth in English language arts and mathematics;
- Progress of English language learners towards English Language Proficiency;
- Academic Progress in English language arts and mathematics; and
- Chronic Absenteeism





High School Accountability Factors:

- Composite Performance (academic achievement in English language arts, math, science and social studies);
- Graduation Rate (4-, 5-, and 6-year cohorts);
- Progress of English language learners towards English Language Proficiency;
- Academic Progress in English language arts and mathematics;
- Chronic Absenteeism; and
- College, Career and Civic Readiness





Accountability under ESSA.....

Measures of Interim Progress (MIPs)

The Commissioner has set an end goal for the state for each of the following measures (n-size=30):

- ELA and Math Academic Progress
- 4-, 5-, and 6-year graduation rates
- English Language Proficiency
- · Chronic Absenteeism
- College, Career and Civic Readiness.

South Lewis has MIPs for the four highlighted above.









Measures of Interim Progress (MIPs)

LI CONTRACTOR CONTRACT								
Subject	End Goal	State LTG	NY 17- 18 MIP	NY 18- 19 MIP	NY 19- 20 MIP	SL 17- 18 MIP	\$1.18- 19.86F	SL 19- 20 MIP
CA– Grades 1-8	5%	12.8%	15%	14.6%	14.2%	15.7%	15.3%	14.9%
3-8 ELA	200	121.6	100.7	104.8	108.9	109	112.8	116.6
3-8 Math	200	123.5	103.3	107.3	111.3	115.5	119	122.5
CA– Grades 9-12	5%	19.8%	23.4%	22.6%	21.8%	24%	23.2%	22.4%
CCCR	175	137.8	128.2	130.2	132.2	151	152	153
HS ELA	215	193.6	189.4	190.5	191.6	180.3	181.7	183.1
HS Math	200	157.6	149.1	151.2	153.3	126.9	129.9	132.9



Accountability under ESSA.....

How are MIPs Calculated?

- An End Goal was determined by NYSED
- A baseline was established using 2016-2017 data and the gap between the two calculated.
- 20% of the gap plus the baseline equals the long term goal (LTG = 20% gap closure).
- The gap was divided by **5** (5 years to close the gap by 20% SY 2021-2022)
- The 1/5 of the gap is added to each year to determine the Measure of Interim Progress

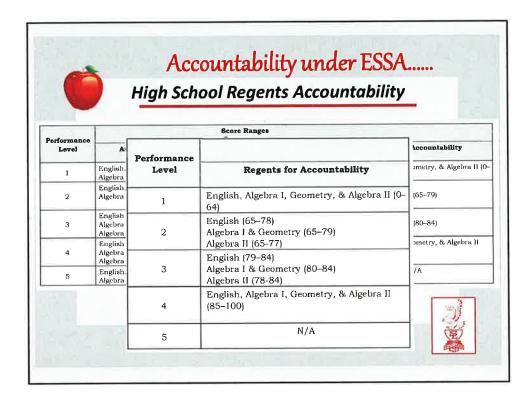


What MIPs were established for South Lewis?

- District wide and for each building
- Categories: Chronic Absenteeism, 3-8 ELA and Math, Graduation Rate 4-, 5- and 6-Year Cohort, College, Career & Civic Readiness, High School ELA and Math
- Subgroup Accountability: All Students, Economically Disadvantaged, Students with Disabilities, and White



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High School Regents Accountability

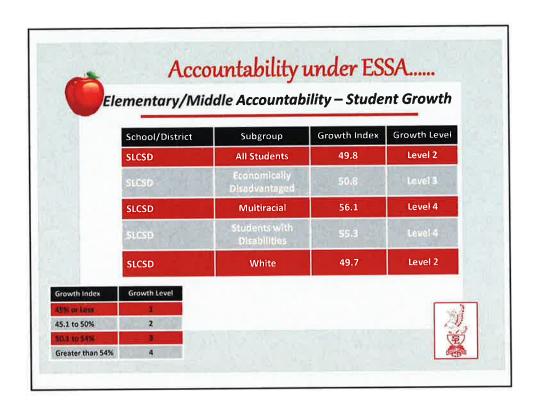
**EPI is used to calculate the MIPs for HS

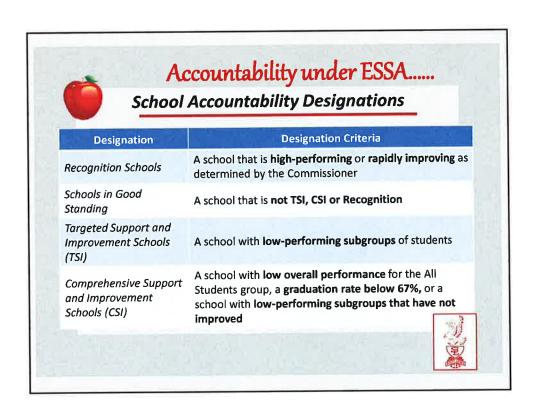
ELA and Math Progress**

(Level 2 + 2 x Level 3 + 2.5 x Level 4) # of students in the cohort

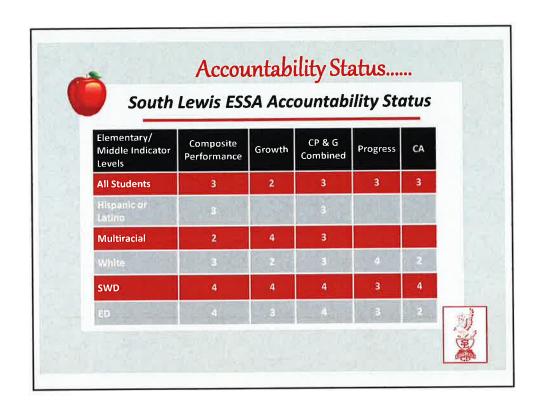
It is important to recognize that a Level 2 for Accountability ≠ a Level 2 for Graduation Requirements......

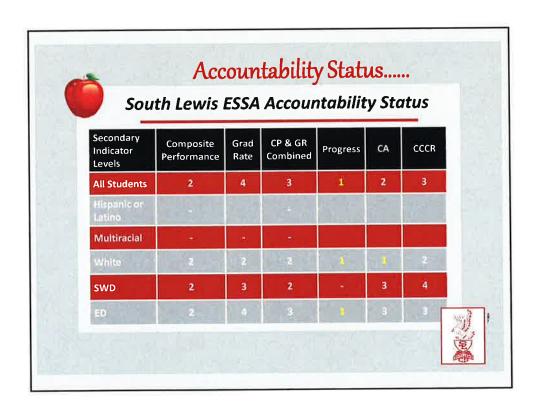


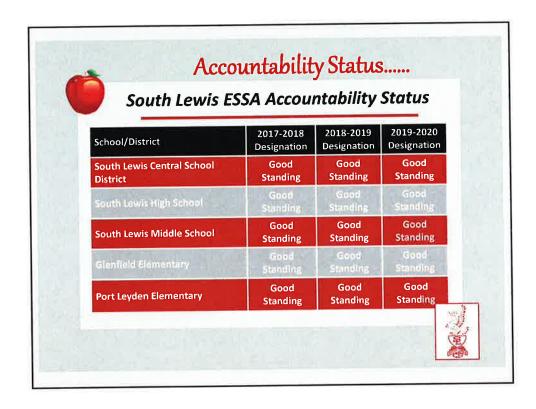




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What are the next steps for South Lewis?

- Continued data analysis with regard to any accountability measure of Level 1
- Continued work on our needs assessment for identification of root causes of gaps, assignment of resources and implementation of strategies to address any gaps
- We will be required to complete a Consolidated Application Level 1 Addendum delineating our comprehensive action plan for improvement





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South Lewis Agriculture Department



East Road Turin, NY 13473 (315)348-2520 rhumphrey@southlewis.org



March 4th, 2020

Dear Mr. Premo;

The South Lewis FFA would once again like to attend the New York State FFA Convention. This year the state convention theme is "Dare to Be" contests and community service events will be held at the Syracuse OnCenter. South Lewis has 15 members planning on attending this year's state convention. The dates for this year's convention are May 14-15. Lodging will be at the downtown Marriott. Registration fees will be split between students and the South Lewis FFA chapter.

Attached is an informational flyer. Please contact me with any questions.

Thank you,

Miss Rachael R. Humphrey South Lewis FFA Advisor



Dato Star	Start Time	Fet End Time	Description	Location
0202/				Crowne Plaza, Scholar Hotel, Parkview, OnCenter
-		8-00nm	Registration/Information Booth	OnCenter-Gallagher Hall
		12:00pm	Scrapbook, Reporter Book, Secretary Book, Ag Issues Portfolio Drop Off	Marriott-Committee Room (lobby Floor)
1		4:00pm	Bus for Ag Mechanics Departs	OnCenter-Gallagher Hall State Fair Grounds
		3:30pm	Ag Mechanics CDE	State Fair Grounds
_	٦		Talent Auditions	OnCenter-Atrium
	Ī	5:00pm	Ag Explore Floor	OnCenter-Exhibit Hall B
Т		6:00pm	CDE/LDE Main Office	Marriott-Committee Room (Lobby Floor)
			CDE/LDE Holding Rooms	Marriott-Conference Center Lobby and Honeoye Room (Ground Floor)
	10:00am		Ag Communications CDE	Marriott-Cabinet, Ambassador, Board Rooms (10th Floor)
_	10:00am		Aguaculture CDE	OnCenter-Exhibit Hall B
_	10.00am		Food Science CDE	Marriott-Empire Room (10th Floor)
	10:00am		Marketing Plan CDE	Marriott-Candice and Conesus Rooms (Ground Floor)
_	10:00am		Ag Issues LDE	Marriott-Directors Room (10th Floor)
	10:00am		Vet Science CDE	Marriott-Otisco Court and Skaneateles Court (Lobby Floor)
	10:00am		Jr. and Sr. Extemporaneous Public Speaking Prep Room	Marriott-Forum Room (10th Floor)
	10:00am		Jr. Extemporaneous Public Speaking LDE	Marriott-Executive Room (10th Floor)
	10:00am		Jr. People in Agriculture LDE	Marriott-Hemlock Room (Ground Floor)
	10.00am		Jr. Prepared Public Speaking LDE	Marriott-Keuka Room (Ground Floor)
	10.009m		Ir. Ouiz Bowl CDE	Marriott-Seneca and Owasco Room (Ground Floor)
7	10.00am		Teach Ag CDE	Marriott-Cayuga Court (Lobby Floor)
	10.00am	11.00am	3 Habits of Highly Effective People Workshop	OnCenter-Meeting Rooms 7-8
	10.00am	11.00am		OnCenter-Meeting Rooms 9-10
	10.009m	11:00am	ALIEN-ATION Nation Workshop	OnCenter-Meeting Room 3
	10.009m	11.00am	Sustainability: Doing Your Part Workshop	OnCenter-Meeting Room 1-2
	10:00am	2.00mm	State Fair Day of Service	Meet at OnCenter-Gallagher Hall Offsite
	10,000	2.0000	Samaritan Center Day of Service	Meet at OnCenter-Gallagher Hall Offsite
	10.00	2.00mm	Ap Literacy Day of Service	Meet at OnCenter-Gallagher Hall Offsite
	10.009m	2.00pm	Carpenter's Brook Fish Hatchery Day of Service	Meet at OnCenter-Gallagher Hall Offsite
	10.00am	2.00nm	Blood Drive Day of Service	OnCenter-Ballroom West
	10.00am	2:00pm	Back Pack Meal Packing Day of Service	OnCenter-Ballroom East
	10:00am	2:00pm	Sponsor Thank You Card Day of Service (With Sr. Scholarship Booth App.) OnCenter-Exhibit Hall B	o.) OnCenter-Exhibit Hall B
1	12:00pm	1:30pm	Lunch	OnCenter-Exhibit Hall A
	1.00nm		Sr. People in Ag LDE	Marriott-Hemlock Room (Ground Floor)
\top	1.000		Sr. Extemporaneous Public Speaking LDE	Marriott-Executive Room (10th Floor)
_	1.000.1		Sr Prepared Public Speaking LDE	Marriott-Keuka Room (Ground Floor)
1	1.00		Sr. Ouiz Bowl CDE	Marriott-Seneca and Owasco Room (Ground Floor)
	1.00.0	2.00mm	3 Habits of Highly Effective People Workshop	OnCenter-Meeting Rooms 7-8
	ilidon:	mudo.c	Inclusivity and Recruitment Workshop	OnCenter-Meeting Rooms 9-10
- 1	mdon:T	2:00	The Supplement of Hopey Workshop	OnCenter-Meeting Rooms 1-2
	1:00pm	Z:00pm	The sweet business of Honey morkshop	OnCenter-Meeting Rooms 4-5
1	1:00pm	2:00pm	Growing a dreenhouse business workshop	Meet at OnCenter-Gallagher Hall Offsite
	1:00pm	3:00pm	Bentwood Alpacas and Taks Tour	Meet at OnCenter-Gallagher Hall Offsite
5/14/2020 1	1:00pm	3:00pm	Beaver Lake Nature Center Tour	



5/14/2020 1:00pm	3:00pm	Half-Full Dairy Tour	Meet at Oliceliter Gamagner Itali
1		Affinity Farm Tour	Meet at OnCenter-Gallagher Hall Offsite
		Haun Welding Supply Tour	Meet at OnCenter-Gallagher Hall Offsite
		Marketing Plan CDE FINALS	Marriott-Candice Room (Ground Floor)
	4:00pm	Pre-Session	War Memorial
		General Session 1	War Memorial
		Dinner	OnCenter-Exhibit Hall A
		Change for Concert	Hotel
		Downtown Hotel Shuttles	Crowne Plaza, Scholar Hotel, Parkview, OnCenter
		Chase Bryant Concert	War Memorial
-		Forestry CDE Bus Departs	SUNY ESF Heiberg Memorial Forest (Offsite)
		CDE/LDE Main Office	Marriott-Committee Room
		Downtown Hotel Shuttles	Crowne Plaza, Scholar Hotel, Parkview, OnCenter
\top		Registration/Information Booth	OnCenter-Gallagher Hall
11		Forestry CDE	SUNY ESF Heiberg Memorial Forest (Offsite)
$\overline{}$		CDE/LDE Committee Meeting	OnCenter-Meeting rooms 1-2
5/15/2020 8:00am	9:00am	Public Relations Committee Meeting	OnCenter-Meeting rooms 4-5
1		Camp Oswegatchie Programming Committee Meeting	OnCenter-Meeting Room 3
		Program of Activitles Committee Meeting	OnCenter-Meeting Room 7-8
5/15/2020 8:00am	9:00am	State Fair Committee Meeting	OnCenter-Meeting Room 9-10
5/15/2020 8:00am		Lucky 13 Beef Farm Tour	OnCenter-Gallagher Hall (Offsite)
5/15/2020 8:00am	10:30am	Elderberry Pond Country Store and Restaurant Tour	OnCenter-Gallagher Hall (Offsite)
	10:30am	Haun Welding Supply Tour	OnCenter-Gallagher Hall (Offsite)
		Rosamond Gifford Zoo Tour	OnCenter-Gallagher Hall (Offsite)
		Agriscience Fair Setup/Evaulation	OnCenter-Exhibit Hall B
		Ag Incentive Grant Programming	OnCenter-Ballroom West
1	4:00pm	Ag Explore Floor Opens	OnCenter-Exhibit Hall B
1		Ag Sales CDE	Marriott-Otisco Court (Lobby Floor)
1		Conduct of Chapter Meetings LDE	Marriott-Keuka Room & Conesus Room (Grounf Floor)
1		Discussion Meet CDE	Marriott-Directors Room (10th Floor)
		Employment Skills LDE	Marriott-Cabinet, Ambassador, Board rooms (10th Floor)
1		Floriculture CDE	Marriott-Empire Room (10th Floor)
		Jr. Creed LDE	Marriott-Forum Room (10th Floor)
$\overline{}$		Jr. Tool ID CDE	Marriott-Cayuga Court (Lobby Floor)
т		Farm and Agribusiness Mgt CDE	Marriott-Seneca and Candice Room (Ground Floor)
		Maple CDE	Marriott-Skaneateles Court (Lobby Floor)
	_	Parlimentary Procedure LDE	Marriott-Owasco, Hemlock and Canandaigua Rooms (Ground Floor)
5/15/2020 9:00am	4:00pm	General CDE/LDE Holding Room	Marriott-Executive Room (10th Floor)
1	10:00am	Connect the Dots Workshop	OnCenter-Meeting Room 7-8
		Leading with Courage Workshop	OnCenter-Meeting Room 9-10
1	10:00am	ALIEN-ATION Nation Workshop	OnCenter-Meeting Room 3
5/15/2020 9:00am	10:00am	Onondaga County Soil and Water Conservation District Workshop	OnCenter-Meeting Room 4-5
5/15/2020 9:00am	n 10:00am	TENTATIVE Forestry Surveying	OnCenter-Meeting Room 1-2
0000	10.00	Dro-Coceion	War Memorial



0.01		Cond.	
5/15/2020 10:00am	John 2.00mm	New York State Fair Day of Service Project	OnCenter-Gallagher Hall (Offsite)
		Lubilee Homes Day of Service Project	OnCenter-Gallagher Hall (Offsite)
	T	Food Bank of Central NY Day of Service Project	OnCenter-Gallagher Hall (Offsite)
5/15/2020 10:00am		Sleep in Heavenly Peace Day of Service Project	OnCenter-Gallagher Hall (Offsite)
_	T	Onondaga Lake Park Cleanup Day of Service Project	OnCenter-Gallagher Hall (Offsite)
		Veteran Care Packages Day of Service Project	OnCenter-Ballroom East
			Marriott-Forum Room (10th Floor)
	5am 12-20nm	Delegate Lunch	OnCenter-Exhibit Hall A
	T	Linch	OnCenter-Exhibit Hall A
		Delegate Roll Call (Delegates must be on time)	War Memorial
	7.30mm	General Session 3 (Delegates must attend)	War Memorial
_		Connect the Dots Workshop	OnCenter-Meeting Rooms 7-8
_		Leading with Courage Workshop	OnCenter-Meeting Rooms 9-10
7		Intelligence Without a Brain Workshop	OnCenter-Meeting Rooms 4-5
-1		New York Farm Girls Workshop	OnCenter-Meeting Rooms 1-2
		Lucky 13 Beef Farm Tour	OnCenter-Gallagher Hall (Offsite)
		Bentwood Alpacas and Yaks Tour	OnCenter-Gallagher Hail (Offsite)
11 11		Palladino Farms Tour	OnCenter-Gallagher Hall (Offsite)
		Carol Watson Greenhouse Tour	OnCenter-Gallagher Hall (Offsite)
		District 1 Meeting	OnCenter-Meeting Room 1-2
		District 2 Maeting	OnCenter-Ballroom East
		Distinct 2 Monting	OnCenter-Ballroom West
_		District 3 Weeting	OnCenter-Meeting Room 4-5
		District 4 Meeting	Marriott-Skaneateles Court (Lobby Floor)
		District 3 Meeting	Marriott-Otisco (Lobby Floor)
		District b Meeting	OnCenter-Meeting Room 3
_		District / Meeting	OnCenter-Meeting Rooms 7-8
		District 8 Meeting	Marriott-Cavuga Court (Lobby Floor)
		District 9 Meeting	Marriott-Hemlock Room (Ground Floor)
		District 10 Meeting	War Memorial
-		Pre-Session	War Memorial
\neg		General Session 4	On Center-Exhibit Hall A
5/15/2020 6:0		Dinner	OnConter-Gallacher Hall (Offsite)
5/15/2020 7:0		Bus Departs for Syracuse Mets Baseball Game	OnCenter-Gallagher Hall (Offsite)
		Bus Departs for Skyzone	OnCenter-Gallagher Hall (Offsite)
5/15/2020 7:3	7:30pm 10:00pm	Bus Departs for Wonderworks	Comment Coholar Hotel Darkview OnCenter
	9:00pm 11:00pm	Downtown Hotel Shuttles	Crowne Piaza, Scholal Hotel, Farwicky, Oricenses
Ī	6:00am 10:00am	Downtown Hotel Shuttles	Crowne Plaza, Scholar Hotel, Falintew, Officeriter
1		Empire Degree Breakfast	OnCenter-Ballroom West
	Γ	Registration/Information Booth	OnCenter-Gallagher Hall
		Pre-Session	War Memorial
		General Session 5	War Memorial
-1-	,	Lunch	OnCenter-Exhibit Hall A
- 1	1		Complete Management

N. A.	M
Q	i

r Memorial	
 Wa	
General Session 6	Convention End
2:30pm	2:30pm
5/16/2020 12:45pm	5/16/2020 2:30pm



2020 New York State FFA Convention Engagement Activities

Tours

Thursday 1pm

Bentwood Alpacas & Yaks: Suzanne and Mark Drumm began their journey with alpacas in December of 2002 on their farm in Tully, New York. They wanted their children to grow up living the dream of farming. They chose alpacas because of their "ease of care" and gentle nature. In December of 2014 they decided to expand their farm to include yaks. They first fell in love with the taste and the nutritional value of the meat and now have gathered a select few yaks from elite herds all over the country to start their foundation herd. http://www.bentwoodalpacasyaks.com Maximum of 50 participants.

Students will need to:

- a. Dress appropriately for outdoor weather
- Beaver Lake Nature Center: Located in Baldwinsville, Beaver Lake Nature Center offers 9 miles of trails and over 400 annual programs. A rich mix of habitats creates the possibility of seeing more than 200 species of birds and over 800 varieties of plants. Beaver Lake features winding trails that are designed to be enjoyed in all seasons. The 200 acre glacial lake is a migratory stop for thousands of Canada geese that migrate through, as well as an opportunity for summertime exploration by canoe. Their mission is to foster local and global stewardship of nature through diverse recreational and educational opportunities that enhance visitors' awareness, appreciation, and understanding of the natural world. http://www.onondagacountyparks.com/parks/beaver-lake-nature-center/

Maximum of 50 participants.

Students will need to:

- a. Dress appropriately for outdoor weather
- Half Full Dairy: Half Full Dairy (formerly known as Hourigan's Dairy Farm) is home to 1200 milking-age Holsteins and 1200 calves. In addition, Half Full Dairy also grows corn, soybeans, wheat, and hay crops. The farm employs 42 people. Half Full Dairy produces A-2 milk for Byrne Dairy. Byrne Dairy discovered that many individuals have trouble digesting regular milk, which contains both A-1 and A-2 proteins. But most people can handle milk that only contains the A-2 protein. The Hourigan family also runs the Bailiwick Market & Café, employing 30 people. At the market and café, you'll find produce grown at the farm: from pumpkins to sweet corn, green beans to sunflowers, plus other locally sourced food. https://www.facebook.com/halffulldairy/Maximum of 50 participants.

Students will need to:

a. Dress appropriately for outdoor weather

Haun Welding Supply is a 4th generation business that services Upstate New York, Vermont, New Hampshire, and Northern Pennsylvania. Haun distributes welding supplies, industrial supplies, and compressed and liquid gases through 19 stores located within this region. We also provide welding training, repair, and rental services. Industries serviced by Haun include construction, fabrication, manufacturing, commercial, medical, laboratories, education, and homeowners. https://www.haunweldingsupply.com Maximum of 25 participants.

Students will need:

- a. Closed toed-shoes
- b. Safety glasses (will be provided)
- Affinity Farm: Affinity Farm is located in beautiful Skaneateles, NY. We are a friendly equestrian facility offering professional instruction in hunters, jumpers and equitation. We tailor a program specifically for each rider dependent on the rider's skill level and goals. The Affinity philosophy stresses safety, respect for the horse, and a positive attitude. Our instruction techniques develop body awareness and balance for better communication and effectiveness. We emphasize the development of strong horsemanship skills to create excellent horsemen and women. http://www.affinityfarminc.com Maximum of 50 participants

Students will need to:

- a. Wear closed-toed shoes
- b. Dress appropriately for outdoor weather

Friday 8am

Lucky 13 Beef Farm: Lucky 13 is operated by Erin Luchsinger Hull, her husband David, and their two young children, Oliver and Elsa. Lucky 13 is known for raising delicious, consistent All Natural Red Angus Beef on their farm in Tully. Lucky 13 exclusively raises purebred Red Angus as they believe this breed offers their customers the best possible beef. The Hulls give the herd access to a wide open pasture 24/7, 365 days a year and they raise their cattle as humanely as possible. Lucky 13 also grows all of their own winter hay – making their beef 100% local from pasture to plate. https://www.facebook.com/lucky13beef/ Maximum of 50 participants.

Students will need:

- a. Dress appropriately for outdoor weather
- Haun Welding Supply is a 4th generation business that services Upstate New York, Vermont, New Hampshire, and Northern Pennsylvania. Haun distributes welding supplies, industrial supplies, and compressed and liquid gases through 19 stores located within this region. We also provide welding training, repair, and rental services. Industries serviced by Haun include construction, fabrication, manufacturing, commercial, medical, laboratories, education, and homeowners. https://www.haunweldingsupply.com Maximum of 25 participants.

Students will need:

- a. Closed toed-shoes
- b. Safety glasses (will be provided)
- Elderberry Pond: Elderberry Pond is a Certified Organic Farm in the Finger Lakes region of upstate New York. They have a country food store and a fine dining restaurant on the farm. They produce a wide variety of fruits, vegetables, herbs and cut flowers on 36 acres of tillable land. They also produce meats from heritage pigs and chickens, which are fed all-natural antibiotic free grains and organic produce from the farm. They pride themselves on offering fruit and vegetable varieties known for their culinary qualities. The Restaurant at Elderberry Pond is located on the farm in a wooded lot overlooking the orchards, vineyards and seasonal vegetable plantings. Their menu features fresh produce picked daily, pasture raised meats from our farm and other organic or sustainable farms, fresh seafood selections and an excellent

selection of coffees and teas from around the world. http://www.elderberrypond.com Maximum of 40 participants

Students will need to:

Students will need to:

- c. Wear closed-toed shoes
- d. Dress appropriately for outdoor weather
- Rosamond Gifford Zoo: Founded in 1914, the Rosamond Gifford Zoo at Burnet Park is among the top 10 percent of zoos in the country as an accredited member of the Association of Zoos and Aquariums and is dedicated to connecting people to the natural world by providing engaging guest experiences, exceptional animal care, and unparalleled conservation education. The Rosamond Gifford Zoo at Burnet Park has had its own wild adventure of growth and improvements over the last century. Once just a small 4-acre facility, the zoo is now home to approximately 700 animals on 43 acres. Continuous improvements to the zoo's infrastructure and animal exhibits ensure that the Rosamond Gifford Zoo will remain a treasured attraction in Central New York. https://www.rosamondgiffordzoo.org Maximum of 50 participants

a. Dress appropriately for outdoor weather

b. Note: this will be an educational tour and students will be expected to remain with their group at all times.

Friday 1pm

- Lucky 13 Beef Farm: Lucky 13 is operated by Erin Luchsinger Hull, her husband David, and their two young children, Oliver and Elsa. Lucky 13 is known for raising delicious, consistent All Natural Red Angus Beef on their farm in Tully. Lucky 13 exclusively raises purebred Red Angus as they believe this breed offers their customers the best possible beef. The Hulls give the herd access to a wide open pasture 24/7, 365 days a year and they raise their cattle as humanely as possible. Lucky 13 also grows all of their own winter hay – making their beef 100% local from pasture to plate. https://www.facebook.com/lucky13beef/ Maximum of 50 participants.

Students will need:

- b. Dress appropriately for outdoor weather
- Bentwood Alpacas & Yaks: Suzanne and Mark Drumm began their journey with alpacas in December of 2002 on their farm in Tully, New York. They wanted their children to grow up living the dream of farming. They chose alpacas because of their "ease of care" and gentle nature. In December of 2014 they decided to expand their farm to include yaks. They first fell in love with the taste and the nutritional value of the meat and now have gathered a select few yaks from elite herds all over the country to start their foundation herd. http://www.bentwoodalpacasyaks.com Maximum of 50 participants.

Students will need to:

- b. Dress appropriately for outdoor weather
- Palladino Farms: Palladino Farms is a 3rd generation crop and beef farm in . Nick and Dan Palladino are proud to share their family's rich heritage at this site with you and continue their family's tradition of raising grains and beef which they turn into foods that are used in their restaurant and sold to other local farms. Palladino Farms is an experience like nothing else. They host indoor and outdoor live music, have an obstacle course playground, goats roaming the property, and a farm store. https://heritagehillbrewery.com/palladino-farms
 Maximum of 50 participants.

Students will need to:

c. Dress appropriately for outdoor weather

Carol Watson Greenhouse: Carol Watson Greenhouse and Landscaping, Inc., is a full service, four season company located 12 minutes from Syracuse at 2980 Sentinel Heights Road in LaFayette. Since 1981, Carol Watson and her mother Claire have offered a large inventory of lovingly tended, choice new varieties and old favorites of annuals and tropicals; a continuously updated assortment of interesting and hardy alpines, perennials, shrubs and accent trees; and an unique selection of international and local artisan pottery and garden accent items. https://www.carolwatsongreenhouse.com Maximum of 50 participants

Students will need to:

a. Dress appropriately for outdoor weather

*Some additional tours may be added at a later date and may be subject to change



2020 New York State FFA Convention Engagement Activities

Workshops

Thursday 10am

- Inclusivity and Recruitment: We all want to feel included even though we're all different and it is your job as a chapter leader to make sure everyone has a place. In this workshop, visiting State Officer Nic Potthoff will help students explore what it means to be an influencer, how we can be inclusive of all people, and how we can share the core messages of FFA with others.
- Three Habits of Highly Effective People: Mississippi State FFA Officer Oscar Martinez will dive into the three habits that will not only make you a highly effective person, but will allow you to make an impact in your home, school, and community. This workshop will be a journey to increase your leadership skills and understanding of the world around us.
- ALIEN-Nation Nation: Mission ALIEN-nation is looking for space cadets who are ready to pack their bags and prepare to blast off into space by exploring the importance of diversity, understanding the value of inclusivity, and discovering how to avoid the alienation of others on our planet and in our homes and communities. Join Space Captains Ethan and Erin for a journey to a galaxy far away, unlike any you have ever been on before!

Thursday 1pm

- Inclusivity and Recruitment: We all want to feel included even though we're all different and it is your job as a chapter leader to make sure everyone has a place. In this workshop, visiting State Officer Nic Potthoff will help students explore what it means to be an influencer, how we can be inclusive of all people, and how we can share the core messages of FFA with others.
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- The Sweet Business of Honey: Raymond Lowe is the owner of Hiwire Honey bees in Lafayette, New York. Lowe has knowledge, enthusiasm, and an obvious love for beekeeping that he is always willing to share. In this workshop he will talk about a day in the life of a beekeeper, starting your own backyard beekeeping business, and about the products he makes.
- Growing a Greenhouse Business: Crazy Daisies is a family-run greenhouse and garden café located in Syracuse, New York. Through trial & error, experimentation & just plain hard work, they

are transitioning from just growing annuals & perennials to a destination you're sure to enjoy. In this workshop they will discuss how they started their business, how they have changed to fit the needs of their customers, and will do a planting demonstration with all of the participants.

- Everyday Sustainability: What exactly is sustainability? Does it work on a small scale? What part can you play in the overall goal of sustainability? Cornell University professor Annalisa Raymer will answer these questions and more in this workshop. Leadership for sustainability begins with simple conversations and hearing one another's views about caring for people, places and planet Earth. In this participatory workshop you'll make global and local connections and join together for a great cause. Annalisa Raymer teaches in Global Development at Cornell University. She got her start in sustainability leadership when she was a Girl Scout in Louisville, KY.

Friday 9am

- Connect the Dots: Students will join Georgia State FFA Officer Lizzy Parks to dive into how we connect with others in both our community and in the agriculture industry. This interactive workshop will get you thinking and ready to connect with others!
- Leading with Courage: In this workshop, Virginia State FFA Officer MaKayla Craig will explore what it means to be an effective leader and the connection it has with courage. Participants will begin to understand vulnerability through activities and discussions, learn the common misconceptions about vulnerability, and create a courage pact vowing to have courage and be vulnerable.
- ALIEN-Nation Nation: Mission ALIEN-nation is looking for space cadets who are ready to pack their bags and prepare to blast off into space by exploring the importance of diversity, understanding the value of inclusivity, and discovering how to avoid the alienation of others on our planet and in our homes and communities. Join Space Captains Ethan and Erin for a journey to a galaxy far away, unlike any you have ever been on before!
- Onondaga County Soil and Water Conservation District: Who we are and what we do: Mark Burger is the Executive Director of the Onondaga County Soil and Water Conservation District (OCSWCD). In his workshop he will discuss the history of OCSWCD, what they do, and the career opportunities and pathways available. He will also discuss the Skaneateles Lake Watershed Agricultural Program and the process of finding a new water supply for the City of Syracuse.
- Connecting Consumers to Agriculture through Social Media Presented by @nyfarmgirls. As members of the agriculture community, we have a responsibility to agrocate for ourselves. What better way to reach the masses than social media? Join us, as we share our experiences with becoming a positive voice for the agriculture industry, and what we learned along the way. Learn how to share your story, before someone else does it for you!"

Friday 1:00pm

- Connect the Dots: Students will join Georgia State FFA Officer Lizzy Parks to dive into how we connect with others in both our community and in the agriculture industry. This interactive workshop will get you thinking and ready to connect with others!

- Leading with Courage: In this workshop, Virginia State FFA Officer MaKayla Craig will explore what it means to be an effective leader and the connection it has with courage. Participants will begin to understand vulnerability through activities and discussions, learn the common misconceptions about vulnerability, and create a courage pact vowing to have courage and be vulnerable.
- Intelligence Without a Brain: How much brain do you need to be smart? Bees and ants perform marvels as colonies, though each insect has barely any brain. And plants—with no brain at all—exhibit behaviors that, by any definition, count as intelligent. Brace yourself for a mind-bending exploration of plants that learn new behaviors and warn their brainless fellows of danger; vines that compete with each other; molds that solve puzzles; and trees that communicate and cooperate through a 'wood-wide web' of microscopic mycological fibers. Perhaps the real question is, are we smart enough to appreciate the vast range of intelligence that surrounds us? Thomas R. Horton will be facilitating this workshop and is professor of Mycology at the State University of New York, College of Environmental Science and Forestry. His research is focused on mycorrhizal fungi, which connect the majority of the world's plants in underground networks that are widely known as the wood wide web. His research focuses on temperate forest communities and how trees and fungi transfer nutrients through these underground networks.
- Everyday Sustainability: What exactly is sustainability? Does it work on a small scale? What part can you play in the overall goal of sustainability? Cornell University professor Annalisa Raymer will answer these questions and more in this workshop. Leadership for sustainability begins with simple conversations and hearing one another's views about caring for people, places and planet Earth. In this participatory workshop you'll make global and local connections and join together for a great cause. Annalisa Raymer teaches in Global Development at Cornell University. She got her start in sustainability leadership when she was a Girl Scout in Louisville, KY.
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*Some additional workshops may be added at a later date and may be subject to change

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE COUNTY OF LEWIS AND SOUTH LEWIS CENTRAL SCHOOL FOR ACCESS TO THE EMERGENCY COMMUNICATIONS SYSTEM

THIS AGREEMENT, by and between the County of Lewis, hereinafter referred to as ("the County"), with its primary address of 7660 North State Street, Lowville, New York 13367 and South Lewis Central School, hereinafter referred to as ("SLCS" or "User") with its primary address of 4264 Co Rd 43, PO Box 10, Turin, New York 13473; and

WHEREAS, Lewis County operates a single public safety answering point, which is headed by the Lewis County Sheriff's Office, who, among other things, is responsible for administering the operation of a county-wide Emergency 911 system; and

WHEREAS, the Emergency 911 System includes a Lewis County Interoperable Communications System ("LCICS") integrated with equipment and facilities necessary for the provision of county-wide emergency communication services designed for the safety and protection of the public and public safety responders; and

WHEREAS, SLCS desires to be a "User" on the emergency communications radio system. SLCS will be responsible for the cost of its radios, their maintenance and all other costs associated therein. The County will provide User with radio ID's and talkgroups for the system, and will be given access to countywide channel 13 for necessary and emergency services only; and

NOW, THEREFORE, in consideration of the benefits conferred and obligations incurred herein, the parties do mutually agree to the terms and conditions set forth in this agreement pertaining to such access and use of the County's system as follows:

- 1. <u>PURPOSE</u>: The LCICS is a system for providing emergency communication services, coordinated and operated by the County, which system includes, but is not limited to, communication towers, base stations, antennas, system repeaters, equipment shelters, system frequencies, and subscriber radio equipment. The County hereby grants User access to the LCICS for the sole purpose of providing emergency communication services, subject to the terms of this Agreement.
- 2. TERM: This Agreement shall take effect upon execution, and shall be for a term of five (5) years, with automatic five (5) year renewal periods if the school district is in compliance with the terms and conditions of the Agreement. Either party may terminate this Agreement by providing written notice, as provided for herein, at least sixty (60) days prior to the end of any five (5) year term. Either party may terminate this Agreement for cause at any time, provided, however, that the party seeking to terminate shall provide written sixty (60) days prior written notice stating the cause and shall provide the other party thirty (30) days to cure. Upon termination of this Agreement, unless otherwise authorized by the Lewis County 911 Operations Coordinator, User agrees to remove any LCICS talkgroups and frequencies from User's equipment or system at User's expense.

3. OBLIGATIONS OF THE PARTIES:

- 3.1 <u>USE OF RADIO EQUIPMENT</u>: The County hereby grants to User the right to use and operate its radios on certain emergency channels for emergency use only. The User is responsible for the cost of the radios, their maintenance and all other costs associated therein. User must have its radios properly programmed by a vendor authorized by the County.
- 3.2 <u>PAYMENT</u>: The County agrees to provide the User access and use of identified channels on the emergency communication system at no cost, which will result in minor programming updates by the County that will be covered with grant funds. If grant funds are not available, User may be required to reimburse the County for programming updates.
- 3.3 EQUIPMENT MAINTENANCE: User is responsible for the operational integrity and compatibility of its User-owned equipment (i.e. portables, mobiles, vehicular repeaters, headsets and all other related peripheral accessories) that interface with the LCICS. User shall, at its own cost and expense, maintain all such equipment in proper working order in accordance with factory and LCICS specifications, and cause all replacements, hardware or software upgrades or modifications, and repairs to be timely made to any such equipment that interfaces with the LCICS. To ensure system integrity, it is recommended that the User use only a factory-authorized radio service shop(s), approved by the County of Lewis, at the direction of the 911 Operations Coordinator and County Radio Committee, to perform the maintenance, upgrading, modification, or repair of such equipment.
- 3.4 <u>USE OF ADDITIONAL EQUIPMENT AND ACCESSORIES</u>: The 911 Operations Coordinator shall maintain a list of approved subscriber equipment, required options and feature sets, and related peripheral accessories, and User agrees to use only approved equipment while accessing the LCICS. User shall not assign new subscriber equipment to the network or add an accessory to an LCICS radio unless the make, model, options, and feature sets of the equipment/accessory have been approved by the 911 Operations Coordinator. User may request that a particular radio or accessory be added to the list of approved equipment/accessories by providing the make and model number of the item as well as sufficient technical details to allow the 911 Operations Coordinator to determine if the equipment is compatible with the LCICS network and its critical operating features. User is advised that some LCICS feature sets may be proprietary to a particular vendor and may not properly interface with the LCICS. User is further advised that the use of unapproved equipment or accessories may adversely affect the LCICS system.
- 3.5 <u>EQUIPMENT PROGRAMMING</u>: The programming or reprogramming of any piece of radio equipment, including County-assigned equipment that interfaces with the LCICS must occur through the use of designated authorized County Contracted Radio vendor and/or technicians. The 911 Operations Coordinator must approve in writing any programming or reprogramming to include the addition of non-LCICS licensed frequencies on such equipment, and such programming or reprogramming must be done by County Contracted vendor or technician.

- 3.6 <u>SYSTEM FEATURES</u>: User may request the 911 Coordinator to make changes to feature sets and talk groups. The 911 Operations Coordinator, upon consultation with the County Radio Committee, will consider whether there is a demonstrated need for such change together with the potential impact of such on the network as a whole and for the other system subscribers.
- 3.7 SYSTEM KEYS: The 911 Operations Coordinator may, at his or her discretion, make system keys available to County authorized radio shops for purposes of accessing and changing radio programming settings. System keys shall remain the property of the County, and User shall return any system keys upon the request of the 911 Operations Coordinator. Any keyholder shall not copy or transfer system keys to any entity without the prior written authorization of the 911 Operations Coordinator. Any transfer of system keys will be considered a breach of this agreement, resulting in the termination of the use of the LCICS as outlined in §3.9 of this agreement.
- 3.8 <u>SYSTEM USE</u>: User agrees to use the LCICS and maintain its County-assigned or User-owned radio equipment in accordance with FCC rules and regulations and in accordance with LCICS policies and procedures. User agrees to use only those frequencies authorized by the County according to operational policies of Lewis County, and further agrees to use the LCICS in a professional manner for official, emergency purposes only.
- 3.9 <u>FAILURE TO COMPLY</u>: The 911 Operations Coordinator may, with consultation with the Radio Committee members, terminate User's ability to access the LCICS and remove the User-owned subscriber equipment from the LCICS for failure to comply with the terms of this Agreement; User reactivation shall be at the discretion of the County based upon demonstration of compliance.
- 4. <u>LIABILITY</u>: In no event shall the County be liable to User or to any third party who acts in reliance on, or on behalf of User, for any damages resulting from this Agreement, including indirect, incidental, special or consequential. This limitation includes damages attributed to any malfunction of the LCICS system, regardless of the cause of action, arising out of or connection with a party's performance. User shall be solely responsible to insure itself and its equipment.
- 5. SYSTEM GOVERNANCE: The 911 Operations Coordinator shall establish policies and procedures for access to LCICS and for the operation of the LCICS, which policies and procedures shall be adopted by the County of Lewis only after consultation with the County Radio Committee. The County agrees to make such policies and procedures available to User by mailing a written copy thereof and/or by posting them on its website. Users may request changes to the LCICS policies and procedures by submitting such request to the 911 Operations Coordinator. Final approval of such changes remains with the County Radio Committee and the Board of Legislators for the County of Lewis.
- 6. <u>ASSIGNMENT</u>: User agrees that it shall not assign, transfer, nor convey any radio equipment or frequency access without the prior express written consent of the 911 Operations Coordinator.

- 7. <u>STATUTORY COMPLIANCE</u>: In acceptance of this Agreement, User agrees to comply in all respects with all Federal, State, and County laws and regulations which pertain to the services provided herein.
- 8. <u>LICENSES AND PERMITS</u>: User agrees that it will obtain at its own expense all licenses or permits necessary for the operation of its radio equipment that is not a part of the LCICS.
- 9. <u>APPROPRIATIONS</u>: It is understood by and between the parties that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement. No liability on account thereof shall be incurred by the County beyond funds appropriated and available for the purpose of this Agreement.
- 10. <u>CONTRACT MODIFICATIONS</u>: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both parties, except as otherwise provided in this Agreement.
- 11. <u>SEVERABILITY</u>: If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 12. <u>CLAUSES REQUIRED BY LAW</u>: The parties to this Agreement understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein.
- 13. <u>NOTICES</u>: Notices provided for in this Agreement shall be delivered by mail to the following:

For Lewis County:
911 Operations Coordinator
Lewis County 911 Dispatch
5252 Outer Stowe Street
Lowville, NY 13367

For User:
Douglas Premo, Superintendant
South Lewis Central School
4264 Co Rd 43, PO Box 10
Turin, New York 13473

IN WITNESS WHEREOF, the parties to this Agreement have executed same on the date and year hereafter written.

Dated:	COUNTY OF LEWIS
	By: Lawrence L. Dolhof, Chairman Lewis County Board of Legislators
Dated:	SOUTH LEWIS CENTRAL SCHOOL
	By: Douglas Premo, Superintendant
	AlDoo



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

(11) Works, wascare day, months and ye

BETWEEN the Owner:

(Name, legal status, address and other information)

South Lewis Central School District

4264 East Road Turin, NY 13473

(315) 348-2500

Contract #101 - Sitework

and the Contractor:

(Name, legal status, address and other information)

Fred Burrows Trucking & Excavating, LLC

437 Oriskany Blvd. Whitesboro, NY 13492

(315) 736-1971

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

South Lewis Central School District

2018 Capital Improvement Project 4264 East Road Turin, NY 13473

SED Control No.: 23-11-01-04-0-013-018 Middle/High School Building

SED Control No.: 23-11-01-04-5-001-008 Bus Garage SED Control No.: 23-11-01-04-7-018-002 Biomass

SEI Project No.: 18-3087

The Architect:

(Name, legal status, address and other information)

SEI Design Group Architects, DPC

224 Mill Street Rochester, NY 14614

(585) 442-7010

User Notes:

The Owner and Contractor 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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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(1716871745)

TABLE OF ARTICLES

- THE CONTRACT DOCUMENTS
- THE WORK OF THIS CONTRACT 2
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- **CONTRACT SUM**
- **PAYMENTS**
- **DISPUTE RESOLUTION**
- **TERMINATION OR SUSPENSION**
- **MISCELLANEOUS PROVISIONS**
- **ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

ſ	X	1 '	The	date	of	this	Agreement
ı							

- A date set forth in a notice to proceed issued by the Owner. [1]
- Established as follows: 1 (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

User Notes:

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved, WARNING: This AIA® Document is protected by U.S. Copyright Law and international Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:40:58 ET on 02/19/2020 under Order No.5042418441 which expires on 05/10/2020, and is not for resale. (1716871745)

Not later than () calendar days from the date of commencement of the Work. []

By the following date: July 23, 2021 [X]

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed differently than Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

All work at the Bus Garage and Biomass Building, and specified Middle / High School Alterations as defined by Phasing Plans in Contract Documents

August 21, 2020

August 20, 2021

Specified Middle / High School Alterations as defined by Phasing Plans in Contract Documents

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million, Two Hundred Nine Thousand Dollars (\$ 4,209,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Price

Alternate #12 - Site Utility Rough-In

\$40,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

N/A

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Contingency Allowance

\$25,000.00 (Twenty-Five Thousand Dollars)

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #L-1: Undercutting Unit Price #L-2: Soil Stabilization Fabric Unit Price #L-3: SMT (4") Unit Price #L-4: Rock Excavation Unit Price #L-5: Medium Duty Asphalt Patch Unit Price #L-6: Std. Concrete Walk Patch	Cubic Yard, installed Square Yard, installed Linear Foot, installed Cubic Yard, installed Square Yard, installed Square Foot, installed Square Foot, installed	\$40.00 \$2.50 \$45.00 \$150.00 \$45.00 \$12.00 \$6.00
Unit Price #L-7: Track Patching	Equate 1 cos, mounted	*

User Notes:

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - That portion of the Contract Sum properly allocable to completed Work;
 - That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - That portion of Construction Change Directives that the Architect determines, in the Architect's .3 professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - The aggregate of any amounts previously paid by the Owner;
 - The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
 - Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, .3 unless the Work has been performed by others the Contractor intends to pay;

- For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- Retainage withheld pursuant to Section 5.1.7. .5

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: (Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%, in addition to an amount necessary to satisfy any claims, liens or judgments against Contractor, which have not been suitably discharged.

§ 5.1.7.1.1 The following items are not subject to retainage: (Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: (If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Entire Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The Owner shall pay the entire amount retained from previous progress payments less two (2) times the amount required to complete items identified in the Architect's list of items to be completed or corrected prior to final payment, and the amount required to satisfy any outstanding claims, liens, or judgments against the Contractor.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

None

§ 5.3 Interest

User Notes:

Init.

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

3 % Annual Percentage Rate (APR)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[X]	Litigation in a court of competent jurisdiction
[]	Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. Doug Premo, Superintendent of Schools South Lewis Central School District 4264 East Road Turin, NY 13473

(315) 348-2500 dpremo@southlewis.org

init.

§ 8.3 The Contractor's representative: (Name, address, email address, and other information)

Frederick R. Burrows, Jr., Member Fred Burrows Trucking & Excavating, LLC 437 Oriskany Blvd. Whitesboro, NY 13492

(315) 736-1971 frb@fredburrows.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM—2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor (Paragraph deleted)

AIA Document A201TM—2007, General Conditions of the Contract for Construction (Paragraphs deleted)

.5 **Drawings**

> Date Title Number

Reference Exhibit "A"

Specifications

Title Date Pages | Section

Reference Exhibit "B"

Addenda, if any: .7

Init.

Number	Date	Pages
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Addendum #2	February 4, 2020	190
Addendum #3	February 6, 2020	12
Addendum #4	February 6, 2020	11

	Addendun Addendun		February 6, 2020	11	
		f Addenda relating to bidding is unless the bidding or propos			
.8	Other Exh (Check all required.)	boxes that apply and include	appropriate information	identifying the exhi	bit where
	[] A	MA Document E204 TM —2017, Insert the date of the E204-20	Sustainable Projects Exh 17 incorporated into this	nibit, dated as indica Agreement.)	ted below:
4	[] T	The Sustainability Plan:			ž.
	Title		Date	Pages	
¥	[] S	Supplementary and other Cond	litions of the Contract:		
	Docum	ent	Title	Date	Pages
.9	(List here Document sample for requireme proposals	uments, if any, listed below: any additional documents that t A201 TM _2017 provides that trms, the Contractor's bid or p ents, and other information full the are not part of the Contract s should be listed here only if	the advertisement or invi- roposal, portions of Add- rnished by the Owner in o Documents unless enume	tation to bid, Instruc enda relating to bid anticipation of recei crated in this Agreen	ctions to Bidders, ding or proposal ving bids or nent. Any such
	N/A				
This Agreem	ent entered	into as of the day and year fir	st written above.		
X	7				
OWNER (Si	gnature)		CONTRACTOR (S	'ignature)	
Mr. Doug Premo, Superintendent of Schools Frederick R. Burrows, Jr., Member					
(Printed name and title) (Printed name and title)					

SECTION 000115 - LIST OF DRAWINGS

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G1101	Partial Basement Code Compliance Plan
G1102	Partial First Floor Code Compliance Plan
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G2000	Code Compliance
G3000	Code Compliance

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111102	<u> </u>

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011200 011215 012100 012200 012300 012500 012600 012900 013100 013300 014000 014200	Multiple Contract Summary Project Schedule and Documentation Allowances Unit Prices Alternates Substitution Procedures Contract Modification Procedures Payment Procedures Project Management and Coordination with Attachments Submittal Procedures with Attachments Quality Requirements References
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011200 011215 012100 012200 012300 012500 012600 012900 013100 013300 014000 014200 015000 016000 017300 017419	Multiple Contract Summary Project Schedule and Documentation Allowances Unit Prices Alternates Substitution Procedures Contract Modification Procedures Payment Procedures Project Management and Coordination with Attachments Submittal Procedures with Attachments Quality Requirements References Temporary Facilities and Controls Product Requirements Execution Construction Waste Management and Disposal
011200 011215 012100 012200 012300 012500 012600 012900 013100 014000 014200 015000 016000 017300 017419 017700	Multiple Contract Summary Project Schedule and Documentation Allowances Unit Prices Alternates Substitution Procedures Contract Modification Procedures Payment Procedures Project Management and Coordination with Attachments Submittal Procedures with Attachments Quality Requirements References Temporary Facilities and Controls Product Requirements Execution Construction Waste Management and Disposal Closeout Procedures
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END OF SECTION 000110

Sanitary

Storm Drainage

333001

334001





Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Fifth day of February in the year Two Thousand Twenty

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

South Lewis Central School District

4264 East Road Turin, NY 13473

(315) 348-2500

Contract #102 - General Trades

and the Contractor:

(Name, legal status, address and other information)

Beebe Construction Services, Inc.

PO Box 177 Utica, NY 13503

(315) 724-1505

for the following Project:

(Name, location and detailed description)

South Lewis Central School District

2018 Capital Improvement Project 4264 East Road Turin, NY 13473

SED Control No.: 23-11-01-04-0-013-018 Middle/High School Building

SED Control No.: 23-11-01-04-5-001-008 Bus Garage SED Control No.: 23-11-01-04-7-018-002 Biomass

SEI Project No.: 18-3087

The Architect:

(Name, legal status, address and other information)

SEI Design Group Architects, DPC

224 Mill Street Rochester, NY 14614

(585) 442-7010

User Notes:

The Owner and Contractor 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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, Is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

[X] The date of this Agree	ment.
----------------------------	-------

A date set forth in a notice to proceed issued by the Owner.

[] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

- Not later than () calendar days from the date of commencement of the Work. []
- By the following date: July 23, 2021 [X]

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed differently than Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

All work at the Bus Garage and Biomass Building, and specified Middle / High School Alterations as defined by Phasing Plans in Contract Documents

August 21, 2020

August 20, 2021

Specified Middle / High School Alterations as defined by Phasing Plans in Contract Documents

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eighteen Million, Three Hundred Two Thousand Dollars (\$ 18,302,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 Main Entrance Canopy	\$385,000.00
Alternate #2 South Entrance Canopy	\$138,000.00
Alternate #3 Corridor Wall Tile	\$215,000.00
Alternate #4 Kitchen Wall Protection	\$33,000.00
Alternate #5 Window Repl. (1st floor)	\$210,000.00
Alternate #6 Window Repl. (2nd floor)	\$214,000.00
Alternate #7 HS Gym Bleacher Repl.	\$158,000.00
Alternate #8 MS Gym Floor	\$18,000.00
Alternate #9 Pool Wall Reconstruction	\$64,000.00
Alternate #10 Summer Boiler	\$12,000.00
Alternate #11 Pool Dehumid. Unit	\$5,000.00
Alternate #13 Corridor Flooring	\$562,000.00
Alternate #15 Water Softener	\$4,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Price

Conditions for Acceptance

Alternate #14 - Dens-Deck, Vapor Barrier and Drains at the Elementary School Addition

\$139,000.00

Availability of funds

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item

Price

Contingency Allowance

\$50,000.00 (Fifty Thousand Dollars)

Init.

3

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

N/A

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

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The aggregate of any amounts previously paid by the Owner; .1

The amount, if any, for Work that remains uncorrected and for which the Architect has previously .2 withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, .3 unless the Work has been performed by others the Contractor intends to pay;

- For Work performed or defects discovered since the last payment application, any amount for which .4 the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- Retainage withheld pursuant to Section 5.1.7. .5

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: (Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%, in addition to an amount necessary to satisfy any claims, liens or judgments against Contractor, which have not been suitably discharged.

§ 5.1.7.1.1 The following items are not subject to retainage: (Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: (If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Entire Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The Owner shall pay the entire amount retained from previous progress payments less two (2) times the amount required to complete items identified in the Architect's list of items to be completed or corrected prior to final payment, and the amount required to satisfy any outstanding claims, liens, or judgments against the Contractor.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Architect. .2

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init. 1

None

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

3 % Annual Percentage Rate (APR)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[X]	Litigation in a court of competent jurisdiction
1	Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. Doug Premo, Superintendent of Schools South Lewis Central School District 4264 East Road Turin, NY 13473

(315) 348-2500

dpremo@southlewis.org

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§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Robert A. Korrie, President Beebe Construction Services, Inc. PO Box 177 Utica, NY 13503

(315) 724-1505

rkorrie@beebeconstruction.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM-2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor (Paragraph deleted)
- AIA Document A201TM-2007, General Conditions of the Contract for Construction (Paragraphs deleted)
 - .5 **Drawings**

Date Title Number

Reference Exhibit "A"

Specifications

Date Pages Title Section

Reference Exhibit "B"

.7 Addenda, if any:

Init.

7

Number	Date	Pages
Addendum #1	January 27, 2020	81
Addendum #2	February 4, 2020	190
Addendum #3	February 6, 2020	12
Addendum #4	February 6, 2020	11

	Addend	um #4	February 6, 2020	11	
	Portions of Addenda relating to bidding or proposal Documents unless the bidding or proposal requirements		ding or proposal requirent oposal requirements are a	nents are not part of that so enumerated in this	e Contract s Article 9.
.8	Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where required.)			hibit where	
	[]	AIA Document E204 TM _2 (Insert the date of the E20	017, Sustainable Projects 4-2017 incorporated into	Exhibit, dated as indithis Agreement.)	cated below:
	[]	The Sustainability Plan:			
	Title		Date	Pages	
	[]	Supplementary and other	Conditions of the Contrac	et:	
	Doci	ument	Title	Date	Pages
.9	Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™—2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.) N/A				
This Agreen	nent enter	ed into as of the day and ye	ar first written above.		
	(2				
OWNER (Si				OR (Signature)	
Mr. Doug Premo, Superintendent of Schools (Printed name and title) Robert A. Korrie, President (Printed name and title)					

SECTION 000115 - LIST OF DRAWINGS

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G1100	Overall Code Compliance Plans
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VOLUME NO. 1

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Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

BETWEEN the Owner:

(Name, legal status, address and other information)

South Lewis Central School District

4264 East Road Turin, NY 13473

(315) 348-2500

Contract #103 - Plumbing

and the Contractor:

(Name, legal status, address and other information)

Bellucci Enterprises, Inc.

304 Barrett Lane Bridgeport, NY 13030

(315) 633-1234

for the following Project:

(Name, location and detailed description)

South Lewis Central School District

2018 Capital Improvement Project 4264 East Road Turin, NY 13473

SED Control No.: 23-11-01-04-0-013-018 Middle/High School Building

SED Control No.: 23-11-01-04-5-001-008 Bus Garage SED Control No.: 23-11-01-04-7-018-002 Biomass

SEI Project No.: 18-3087

The Architect:

(Name, legal status, address and other information)

SEI Design Group Architects, DPC

224 Mill Street Rochester, NY 14614

(585) 442-7010

The Owner and Contractor 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.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

[X]	The date of this Agreement.
[]	A date set forth in a notice to proceed issued by the Owner.
[]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: July 23, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed differently than Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

All work at the Bus Garage and Biomass Building, and specified Middle / High School Alterations as defined by Phasing August 21, 2020

Plans in Contract Documents

August 20, 2021

Specified Middle / High School Alterations as defined by Phasing Plans in Contract Documents

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Two Million**, **Three Hundred Thirty-Nine Thousand Dollars** (\$ 2,339,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

ItemPriceAlternate #10 Summer Boiler\$27,000.00Alternate #15 Water Softener\$64,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

ltem

Ргісе

Conditions for Acceptance

Alternate #14 - Dens-Deck, Vapor Barrier and Drains at the Elementary School Addition

\$3,500.00

Availability of funds

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item

Price

Contingency Allowance

\$15,000.00 (Fifteen Thousand Dollars)

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

N/A

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

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(1447721264)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM_2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - That portion of the Contract Sum properly allocable to completed Work;
 - That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably .2 stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - That portion of Construction Change Directives that the Architect determines, in the Architect's .3 professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - The aggregate of any amounts previously paid by the Owner;
 - The amount, if any, for Work that remains uncorrected and for which the Architect has previously .2 withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
 - Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
 - Retainage withheld pursuant to Section 5.1.7. .5

User Notes:

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%, in addition to an amount necessary to satisfy any claims, liens or judgments against Contractor, which have not been suitably discharged.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Entire Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The Owner shall pay the entire amount retained from previous progress payments less two (2) times the amount required to complete items identified in the Architect's list of items to be completed or corrected prior to final payment, and the amount required to satisfy any outstanding claims, liens, or judgments against the Contractor.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

None

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

3 % Annual Percentage Rate (APR)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017 [] Litigation in a court of competent jurisdiction [X]
- [] Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. Doug Premo, Superintendent of Schools South Lewis Central School District 4264 East Road Turin, NY 13473

(315) 348-2500 dpremo@southlewis.org

User Notes:

§ 8.3 The Contractor's representative: (Name, address, email address, and other information)

Lawrence J. Bellucci, President Bellucci Enterprises, Inc. 304 Barrett Lane Bridgeport, NY 13030

(315) 633-1234 lbellucci@BELLUCCIINC.COM

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM_2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor (Paragraph deleted)
- AIA Document A201™_2007, General Conditions of the Contract for Construction (Paragraphs deleted)
 - .5 **Drawings**

Number Title Date Reference Exhibit "A" Specifications Section Title **Date Pages** Reference Exhibit "B"

Addenda, if any: .7

> Number **Date Pages** Addendum #1 81 January 27, 2020

Init.

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.8	Do	bor E	nts unless the bidding or p	dding or proposal requirements are als	o enumerated in thi	s Article 9.
		'heck a quirea		clude appropriate information	on wenigying the ex	nion wisoro
	[]	AIA Document E204 TM _ (Insert the date of the E2	2017, Sustainable Projects E 04-2017 incorporated into th	exhibit, dated as indinis Agreement.)	cated below:
	Ţ]	The Sustainability Plan:			
		Title		Date	Pages	
	[1	Supplementary and other	r Conditions of the Contract:		
		Docu	ument	Title	Date	Pages
.9	Se re p	List he locum ample equire	ent A201 TM —2017 provide forms, the Contractor's b ments, and other informa als, are not part of the Co	slow: Ints that are intended to form Ints that the advertisement or in Intid or proposal, portions of A Intidion furnished by the Owner in Intract Documents unless enu Introly if intended to be part of	ivitation to ota, Inst ddenda relating to l in anticipation of re imerated in this Agr	bidding or proposal ceiving bids or eement. Any such
This Agreen	ment	enter	ed into as of the day and y	rear first written above.		
OWNER (S		-				
				CONTRACTOR		
Mr. Doug	Pre	no, Sı	aperintendent of Schools		Bellucci, President	

User Notes:

SECTION 000115 - LIST OF DRAWINGS

VOLUME NO. 1:

General:

G1000	Code Compliance
G1100	Overall Code Compliance Plans
G1101	Partial Basement Code Compliance Plan
G1102	Partial First Floor Code Compliance Plan
G1103	Partial Second Floor Code Compliance Plan
G1110	Lower Level Phasing Plan
G1111	First Floor Phasing Plan
G1113	Second Floor Phasing Plan
G2000	Code Compliance
G3000	Code Compliance

Middle/High School:

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090561.13 092116.23 092216 092900 093000 095010 095113 096466 096470 096513 096516 096519 096560 096723 096813 097200 097700 098100	Moisture Vapor Emission Control— (Section deleted by Addendum #2) Gypsum Board Shaft Wall Assemblies Non-structural Metal Framing Gypsum Board Tiling Acoustical Wall Panels Acoustical Panel Ceilings Wood Athletic Flooring Wood Athletic Floor Refinishing Rubber Tile, Resilient Base and Accessories Resilient Sheet Flooring Resilient Tile Flooring Terrazzo Tile and Accessories Resinous Flooring (Section deleted by Addendum #2) Carpet Tile Wall Coverings Fiberglass Reinforced Wall Panels Acoustical Sound Diffusers Spray-On Acoustical System Exterior Painting	9
090561.13 092116.23 092216 092900 093000 095010 095113 096466 096470 096513 096516 096519 096560 096723 096813 097200 097700 098100 098316	Moisture Vapor Emission Control— (Section deleted by Addendum #2) Gypsum Board Shaft Wall Assemblies Non-structural Metal Framing Gypsum Board Tiling Acoustical Wall Panels Acoustical Panel Ceilings Wood Athletic Flooring Wood Athletic Floor Refinishing Rubber Tile, Resilient Base and Accessories Resilient Sheet Flooring Resilient Tile Flooring Terrazzo Tile and Accessories Resinous Flooring (Section deleted by Addendum #2) Carpet Tile Wall Coverings Fiberglass Reinforced Wall Panels Acoustical Sound Diffusers Spray-On Acoustical System	

099600	High Performance Coatings
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101101	Tackable Wall Surface
101200	Display Cases
101419	Dimensional Letter Signage
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102113	Toilet Compartments
102123	Cubicle Curtains and Track
102239	Folding Panel Partitions
102600	Wall and Door Protection
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104413	Fire Extinguisher Cabinets
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105113	Metal Lockers
105600	Storage Assemblies
Division 11	- Equipment
114000	Food Service Equipment
116001	Sound Control Door Assemblies
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116623	Gymnasium Equipment
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Division 12	- Furnishings
122413	Roller Window Shades
124813	Entrance Floor Mats and Frames (Section deleted by Addendum #1)
126600	Telescoping Stands
Division 13	- Special Construction

134800

Sound Isolation

VOLUME NO. 2

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210500	Basic Fire Suppression Requirements	
210523	Valves	
210553	Fire Protection Identification	
211010	Piping Systems and Accessories	
211020	Underground Piping Systems and Accessories	
211300	Fire Suppression Sprinkler Systems	
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220523	Valves	
220540	Electric Wiring	
220553	Plumbing Identification	
220580	Excavation and Backfill	
220593	Adjusting and Balancing	
220700	Insulation	
221010	Piping Systems and Accessories	
221020	Underground Piping and Accessories	
221030	Pumps	
221100	Water Supply	
221300	Sanitary, Waste and Storm Drainage Systems	
223010	Equipment	
223100	Water Softener	
223400	Water Heaters	
224000	Plumbing Fixtures and Trim	
227011	LP Gas System	
Division 23	- Heating Ventilating and Air Conditioning	
230500	Basic Mechanical Requirements	
230504	Electric Wiring	
230513	Motors	
230519	Gauges and Thermometers	
230523	Valves	
230530	Roof Curbs	
230550	Wind Restraint for HVAC Systems	
230553	Mechanical Identification	
230593	Testing, Adjusting and Balancing	
230710	Insulation	
230923	Building Management System - DDC Logic/Electric Actuation	
232010	Piping Systems and Accessories	
232110	Water Systems Specialties	
232123	Pumps	
233100	Sheet Metal and Ductwork Accessories Construction	
200100		

233101	Mechanical Cleaning of HVAC Systems	
233313	Fire and Smoke Dampers	
233319	Duct Silencers	
233400	Fans	
233600	Variable Volume Terminal Units	
233713	Registers and Diffusers	
233723.16	Louvers and Penthouses	
235100	Prefabricated Flue Gas Venting Systems	
235239.13	Hot Water Boilers (Stainless Steel Heat Exchanger)	
236213	Air-Cooled Condensing Units	
237313	Air Handling Units	
237323.13	Direct Fired Gas Make-Up Air Unit	
237413.12	Packaged Air-To-Air Heat Exchanger Pool Dehumidification Unit	
238126.11	Ductless Split System Air Conditioner	
238216.11	Coils	
238219	Fan Coil Units	
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238239	Unit Heaters and Cabinet Unit Heaters (Hydronic)	
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260500	Basic Electrical Requirements	
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275113	Public Address (PA) System (Sound Reinforcement)	
275313	VoIP Paging and Intercom System	
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281300	Door Access/Control System	
282300	Closed Circuit Television Surveillance System	
283102	Analog Addressable Fire Alarm System	
	•	
Division 31 –	Earthwork	
311201	Site Preparation	
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321301	Site Concrete Work				
321601	Granite Curb				
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323001	Masonry Dugouts				
323002	Mortar and Masonry Grout				
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323004	Infield Work				
323005	Portable Aluminum Bleachers				
323006	Aluminum Hand Railing				
323007	Flagpole(s)				
323008	Traffic Signs				
323009	Playscape Work				
323010	Wood Fence				
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323012	Outfield Removable Safety Fences				
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329001	Planting				
329201	Seeded and Sodded Lawns				
323300	Site Furnishings				
Division 33 – Utilities					
331101	Water Distribution				
331102	Disinfection of Water System				
333001	Sanitary				
334001	· .				

END OF SECTION 000110



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Fifth day of February in the year Two Thousand Twenty

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

South Lewis Central School District

4264 East Road Turin, NY 13473

(315) 348-2500

Contract #104 - Mechanical

and the Contractor:

(Name, legal status, address and other information)

Lawman Heating & Cooling, Inc.

206 Ambrose Street Sackets, Harbor, NY 13685

(315) 646-2919

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

South Lewis Central School District

2018 Capital Improvement Project 4264 East Road Turin, NY 13473

SED Control No.: 23-11-01-04-0-013-018 Middle/High School Building

SED Control No.: 23-11-01-04-5-001-008 Bus Garage SED Control No.: 23-11-01-04-7-018-002 Biomass

SEI Project No.: 18-3087

The Architect:

(Name, legal status, address and other information)

SEI Design Group Architects, DPC

224 Mill Street Rochester, NY 14614

(585) 442-7010

The Owner and Contractor 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.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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(1781688902)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

[X]	The date of this Agreement.
[]	A date set forth in a notice to proceed issued by the Owner.
[]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[]	Not later than () calendar days fro	m the date of commencement of th	e Work.			
[X]	By the following date: July 23, 2021					
§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed differently than Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:						
Portion of Work All work at the Bus Garage and Biomass Building, and specified Middle / High School Alterations as defined by Phasing Plans in Contract Documents		Substantial Completion Date August 21, 2020				
Alte	cified Middle / High School rations as defined by Phasing Plans in tract Documents	August 20, 2021				
§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.						
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million, Five Hundred Twenty-Two Thousand Dollars (\$ 4,522,000.00), subject to additions and deductions as provided in the Contract Documents.						
§ 4.2 Alternal § 4.2.1 Altern	es nates, if any, included in the Contract St	um:				
	ı ernate #10 Summer Boiler ernate #11 Pool Dehumid. Unit	Price \$65,000.00 \$235,000.00				
§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)						
lter	n	Price	Conditions for Acceptance			
N/2	A		**			
	nnces, if any, included in the Contract Sch allowance.)	um:				
Iter Co	n ntingency Allowance	Price \$20,000.00 (Twenty Thousand	Dollars)			
§ 4.4 Unit process (Identify the	rices, if any: e item and state the unit price and quant	tity limitations, if any, to which the	unit price will be applicable.)			
Ite	m	Units and Limitations	Price per Unit (\$0.00)			
N/		-	3司献3			
§ 4.5 Liquid (Insert term	ated damages, if any: s and conditions for liquidated damage	*				

N/A

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§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

User Notes:

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%, in addition to an amount necessary to satisfy any claims, liens or judgments against Contractor, which have not been suitably discharged.

§ 5.1.7.1.1 The following items are not subject to retainage: (Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: (If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Entire Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The Owner shall pay the entire amount retained from previous progress payments less two (2) times the amount required to complete items identified in the Architect's list of items to be completed or corrected prior to final payment, and the amount required to satisfy any outstanding claims, liens, or judgments against the Contractor.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Architect. .2

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

None

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

3 % Annual Percentage Rate (APR)

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201-2017
[X]	Litigation in a court of competent jurisdiction
r 1	Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. Doug Premo, Superintendent of Schools South Lewis Central School District 4264 East Road Turin, NY 13473

(315) 348-2500 dpremo@southlewis.org

Init. 1

User Notes:

§ 8.3 The Contractor's representative: (Name, address, email address, and other information)

Patrick R. Ward, General Manager Lawman Heating & Cooling, Inc. 206 Ambrose Street Sackets Harbor, NY 13685

(315) 646-2919 pward@lawmanhc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM_2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™—2017, Standard Form of Agreement Between Owner and Contractor (Paragraph deleted)
- .3 AIA Document A201TM-2007, General Conditions of the Contract for Construction (Paragraphs deleted)
 - .5 Drawings

Number Title Date

Reference Exhibit "A"

.6 Specifications

Section Title Date Pages
Reference Exhibit "B"

.7 Addenda, if any:

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Number	Date	Pages
Addendum #1	January 27, 2020	81
Addendum #2	February 4, 2020	190
Addendum #3	February 6, 2020	12
Addendum #4	February 6, 2020	11

	Addendum #4		lum #4	February 6, 2020	11	
	Portions of Addenda relating to bidd Documents unless the bidding or pro					
.8	.8 Other Exhibits: (Check all boxes that apply and required.)		all boxes that apply and includ	de appropriate informatio	n identifying the ex	hibit where
	[]	AIA Document E204 TM _201 (Insert the date of the E204-A			cated below:
	[]	The Sustainability Plan:			
		Title		Date	Pages	
	[]	Supplementary and other Co	nditions of the Contract:		
		Docu	ument	Title	Date	Pages
.9	Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Document Document A201 TM —2017 provides that the advertisement or invitation to bid, Instructions to sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or p requirements, and other information furnished by the Owner in anticipation of receiving bids proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any documents should be listed here only if intended to be part of the Contract Documents.) N/A		uctions to Bidders, idding or proposal eiving bids or ement. Any such			
This Agreem	ent	entere	ed into as of the day and year f	ïrst written above.		
OWNER (Si	ma	ture)		CONTRACTOR	Signature)	
Mr. Doug Premo, Superintendent of Schools		Corry Lawler,				
(Printed name and title)		(Printed name a	ınd title)			

User Notes:



SECTION 000115 - LIST OF DRAWINGS

VOLUME NO. 1:

General:

G1000	Code Compliance
G1100	Overall Code Compliance Plans
G1101	Partial Basement Code Compliance Plan
G1102	Partial First Floor Code Compliance Plan
G1103	Partial Second Floor Code Compliance Plan
G1110	Lower Level Phasing Plan
G1111	First Floor Phasing Plan
G1113	Second Floor Phasing Plan
G2000	Code Compliance
G3000	Code Compliance

Middle/High School:

Hazardous Materials:

HM1000	Partial Basement/Crawlspace Abatement Plan
HM1010	Partial First Floor Abatement Plan
HM1020	Partial Second Floor Abatement Plan

Civil:

CP-1000	Site Code Compliance
L1000	Site Survey
L1001	Site Survey Area A
L1002	Site Survey Area B
L1003	Site Survey Area C
L1004	Site Survey Area D
L1005	Site Phasing And Staging Plan
L1006	Site Preparation Plan - Area A
L1007	Site Preparation Plan - Area B
L1008	Site Preparation Plan - Area C
L1009	Site Preparation Plan - Area D
L1010	Stormwater Pollution Prevention Plan Area A
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099600 High Performance Coatings		
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Folding and Portable Stages		
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Division 12 – Furnishings		
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124813 Entrance Floor Mats and Frames (Section deleted by Addendum #1)		
126600 Telescoping Stands		
120000 Leteleophile Diames		
Division 13 – Special Construction		

134800 Sound Isolation

VOLUME NO. 2

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210553	Fire Protection Identification
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211020	Underground Piping Systems and Accessories
211300	Fire Suppression Sprinkler Systems
Division 22 -	- Plumbing
220500	Basic Plumbing Requirements
220510	Lead In Potable Water Testing
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220593	Adjusting and Balancing
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221010	Piping Systems and Accessories
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221300	Sanitary, Waste and Storm Drainage Systems
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230500	Basic Mechanical Requirements
230504	Electric Wiring
230513	Motors
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230523	Valves
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230553	Mechanical Identification
230593	Testing, Adjusting and Balancing
230710	Insulation
230923	Building Management System - DDC Logic/Electric Actuation
232010	Piping Systems and Accessories
232110	Water Systems Specialties
232123	Pumps St. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
233100	Sheet Metal and Ductwork Accessories Construction



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233313	Fire and Smoke Dampers	
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233400	Fans	
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238235	Gravity Heating Equipment (Hydronic)	
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238316.10	Radiant Panel Ceiling Heat	
250510.10	Tregretty I with Carried Trans	
<u>Division 26 – </u>	Electrical	
260500	Basic Electrical Requirements	
260501	Basic Materials and Methods	
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281300	Door Access/Control System	
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311201	Site Preparation	
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321301	Site Concrete Work
321601	Granite Curb
321820	Polyurethane Track Resurfacing
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323002	Mortar and Masonry Grout
323003	Athletic Equipment and Furnishings
323004	Infield Work
323005	Portable Aluminum Bleachers
323006	Aluminum Hand Railing
323007	Flagpole(s)
323008	Traffic Signs
323009	Playscape Work
323010	Wood Fence
323011	Playground Surfacing Work
323012	Outfield Removable Safety Fences
323013	Pavers
323014	Basketball Backboards and Goals
323100	Vinyl Clad Chain Link Fence, Backstops and Gates
323101	Ornamental Metal Fence
323223	Concrete Modular Retaining Wall(s)
329001	Planting
329201	Seeded and Sodded Lawns
323300	Site Furnishings
Division 3	3 – Utilities
331101	Water Distribution
	Diric Cuit CIII-ton Contains

END OF SECTION 000110

Sanitary

Storm Drainage

331102

333001

334001

Disinfection of Water System





Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Fifth day of February in the year Two Thousand

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

South Lewis Central School District

4264 East Road Turin, NY 13473

(315) 348-2500

Contract #105 - Electrical

and the Contractor:

(Name, legal status, address and other information)

Watson Electric, Inc.

431 Douglas Road Norwood, NY 13668

(315) 353-2898

for the following Project:

(Name, location and detailed description)

South Lewis Central School District

2018 Capital Improvement Project

4264 East Road

Turin, NY 13473

SED Control No.: 23-11-01-04-0-013-018 Middle/High School Building

SED Control No.: 23-11-01-04-5-001-008 Bus Garage

SED Control No.: 23-11-01-04-7-018-002 Biomass

SEI Project No.: 18-3087

The Architect:

(Name, legal status, address and other information)

SEI Design Group Architects, DPC

224 Mill Street

Rochester, NY 14614

(585) 442-7010

User Notes:

The Owner and Contractor 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.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

[]	(]	The date of this Agreement.
[]	A date set forth in a notice to proceed issued by the Owner.
]]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

- [] Not later than () calendar days from the date of commencement of the Work.
- [X] By the following date: July 23, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed differently than Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

All work at the Bus Garage and Biomass Building, and specified Middle / High School Alterations as defined by Phasing Plans in Contract Documents August 21, 2020

August 20, 2021

Specified Middle / High School Alterations as defined by Phasing Plans in Contract Documents

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Two Million**, **Two Hundred Sixty-Three Thousand**, **Seven Hundred Seventy Dollars** (\$ 2,263,770.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 Main Entrance Canopy	\$25,537.00
Alternate #2 South Entrance Canopy	\$4,750.00
Alternate #7 HS Gym Bleacher Repl.	\$4,200.00
Alternate #10 Summer Boiler	\$4,835.00
Alternate #11 Pool Dehumid. Unit	\$2,700.00
Alternate #15 Water Softener	\$2,623.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

ItemPriceConditions for AcceptanceN/A----

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

tem Price

Contingency Allowance

\$15,000.00 (Fifteen Thousand Dollars)

§ 4.4 Unit prices, if any:

Init.

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item Units and Limitations Price per Unit (\$0.00)
N/A

§ 4.5 Liquidated damages, if any:

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User Notes:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM_2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - That portion of the Contract Sum properly allocable to completed Work;
 - That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably .2 stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - That portion of Construction Change Directives that the Architect determines, in the Architect's .3 professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - The aggregate of any amounts previously paid by the Owner;
 - The amount, if any, for Work that remains uncorrected and for which the Architect has previously .2 withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
 - Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, .3 unless the Work has been performed by others the Contractor intends to pay;
 - For Work performed or defects discovered since the last payment application, any amount for which .4 the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and

Retainage withheld pursuant to Section 5.1.7. .5

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: (Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of

retainage may be limited by governing law.)

5%, in addition to an amount necessary to satisfy any claims, liens or judgments against Contractor, which have not been suitably discharged.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Entire Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The Owner shall pay the entire amount retained from previous progress payments less two (2) times the amount required to complete items identified in the Architect's list of items to be completed or corrected prior to final payment, and the amount required to satisfy any outstanding claims, liens, or judgments against the Contractor.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Architect. .2

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

None

Init.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[X]	Litigation in a court of competent jurisdiction
[]	Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. Doug Premo, Superintendent of Schools South Lewis Central School District 4264 East Road Turin, NY 13473

(315) 348-2500 dpremo@southlewis.org

Init.

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Kelly Watson, President Watson Electric, Inc. 431 Douglas Road Norwood, NY 13668

(315) 353-2898 kelly@watsonelectric.net

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM_2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor (Paragraph deleted)
- .3 AIA Document A201TM–2007, General Conditions of the Contract for Construction (Paragraphs deleted)
 - .5 Drawings

Number Title Date
Reference Exhibit "A"

.6 Specifications

Section Title Date Pages

Reference Exhibit "B"

.7 Addenda, if any:

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Number	Date	Pages
Addendum #1	January 27, 2020	81
Addendum #2	February 4, 2020	190
Addendum #3	February 6, 2020	12
Addendum #4	February 6, 2020	11

			lum #4	February 6, 2020	11	
				Iding or proposal requirement roposal requirements are als		
.8	(clude appropriate informatio	on identifying the exi	hibit where
	[1		2017, Sustainable Projects E 24-2017 incorporated into th		cated below:
	[1	The Sustainability Plan:	g		
		Title		Date	Pages	
	[1	Supplementary and other	Conditions of the Contract:		
		Doc	ument	Title	Date	Pages
.9	(I E so re p	List he Docum ample equire ropose	ent A201 TM –2017 provides forms, the Contractor's bio ments, and other informatio als, are not part of the Cont	ow: ts that are intended to form p that the advertisement or in d or proposal, portions of Aa on furnished by the Owner in tract Documents unless enun ty if intended to be part of to	vitation to bid, Instra Idenda relating to bi a anticipation of reco nerated in this Agree	uctions to Bidders, idding or proposal eiving bids or ement. Any such
	N	I/A				
This Agreem	nent 7	enter	ed into as of the day and ye	ar first written above.		
OWNER (Si	gna	ture)		CONTRACTOR	(Signature)	
			perintendent of Schools	Kelly Watson,		
(Printed na	me	and ti	itle)	(Printed name o	and title)	



SECTION 000115 - LIST OF DRAWINGS

VOLUME NO. 1:

General:

G1000	Code Compliance
G1100	Overall Code Compliance Plans
G1101	Partial Basement Code Compliance Plan
G1102	Partial First Floor Code Compliance Plan
G1103	Partial Second Floor Code Compliance Plan
G1110	Lower Level Phasing Plan
G1111	First Floor Phasing Plan
G1113	Second Floor Phasing Plan
G2000	Code Compliance
G3000	Code Compliance

Middle/High School:

Hazardous Materials:

HM1000	Partial Basement/Crawlspace Abatement Plan
HM1010	Partial First Floor Abatement Plan
HM1020	Partial Second Floor Abatement Plan

Civil:

CP-1000	Site Code Compliance
L1000	Site Survey
L1001	Site Survey Area A
L1002	Site Survey Area B
L1003	Site Survey Area C
L1004	Site Survey Area D
L1005	Site Phasing And Staging Plan
L1006	Site Preparation Plan - Area A
L1007	Site Preparation Plan - Area B
L1008	Site Preparation Plan - Area C
L1009	Site Preparation Plan - Area D
L1010	Stormwater Pollution Prevention Plan Area A
L1011	Stormwater Pollution Prevention Plan Area B
L1012	Stormwater Pollution Prevention Plan Area C
L1013	Stormwater Pollution Prevention Plan Area D
L1014	Grading And Drainage Plan Area A
L1015	Grading And Drainage Plan Area B
L1016	Grading And Drainage Plan Area C
L1017	Grading And Drainage Plan Area D
L1018	Site Utilities Plan Area A
L1019	Site Utilities Plan Area B
L1020	Site Utilities Plan Area C
L1021	Site Utilities Plan Area D

L1022	Site Layout Plan Area A
L1023	Site Layout Plan Area B
L1024	Site Layout Plan Area C
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Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

BETWEEN the Owner:

(Name, legal status, address and other information)

South Lewis Central School District 4264 East Road

Turin, NY 13473

(315) 348-2500

Contract #106 - Food Service Equipment

and the Contractor:

(Name, legal status, address and other information)

Second & Broad Street Sales Corp. d/b/a Joseph Flihan Co.

418-426 Broad Street Utica, NY 13501

(315) 735-8519

for the following Project:

(Name, location and detailed description)

South Lewis Central School District

2018 Capital Improvement Project

4264 East Road

Turin, NY 13473

SED Control No.: 23-11-01-04-0-013-018 Middle/High School Building

SED Control No.: 23-11-01-04-5-001-008 Bus Garage

SED Control No.: 23-11-01-04-7-018-002 Biomass

SEI Project No.: 18-3087

The Architect:

(Name, legal status, address and other information)

SEI Design Group Architects, DPC

224 Mill Street

Rochester, NY 14614

(585) 442-7010

User Notes:

Init.

The Owner and Contractor 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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

	K]	The date of this Agreement.
]]	A date set forth in a notice to proceed issued by the Owner.
[]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

User Notes:

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	[] Not later	than () calendar days fi	rom the date of commencement of	f the Work.	
	[X] By the fo	ollowing date: July 23, 2021			
	§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed differently than Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:				
	Portion of Work All work at the Bus Garage and Biomass Building, and specified Middle / High School Alterations as defined by Phasing Plans in Contract Documents Substantial Completion Date August 21, 2020				
	Specified Mid	dle / High School defined by Phasing Plans in	August 20, 2021		
		fails to achieve Substantial s set forth in Section 4.5.	Completion as provided in this Se	ection 3.3, liquidated damages, if	
	Contract. The Contract	ay the Contractor the Contractor shall be Five Hundred	act Sum in current funds for the C d Eighty-One Thousand, Three provided in the Contract Docume	Hundred Dollars (\$	
	§ 4.2 Alternates § 4.2.1 Alternates, if any	y, included in the Contract S	Sum:		
I	Item N/A		Price		
	execution of this Agree	ment. Upon acceptance, the	ollowing alternates may be accept Owner shall issue a Modification at must be met for the Owner to acc	to this Agreement.	
	ltem		Price	Conditions for Acceptance	
I	N/A			92	
	§ 4.3 Allowances, if any (Identify each allowand	y, included in the Contract S	Sum:		
I	ltem N/A		Price		
	§ 4.4 Unit prices, if any (Identify the item and s		tity limitations, if any, to which th	ne unit price will be applicable.)	
	ltem		Units and Limitations	Price per Unit (\$0.00)	
	N/A		***		
	§ 4.5 Liquidated damag (Insert terms and cond	ges, if any: itions for liquidated damage	es, if any.)		
1	N/A				
	§ 4.6 Other:			4007 4007 4004 4007 0007	
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	No.5042418441 which expire User Notes:	s on 05/10/2020, and is not for resal	le.	(14140342	

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(1414034277)

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201™—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work:
 - That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - 1 The aggregate of any amounts previously paid by the Owner;
 - The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - A For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Init.

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%, in addition to an amount necessary to satisfy any claims, liens or judgments against Contractor, which have not been suitably discharged.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Entire Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include

(Insert any other conditions for release of retainage upon Substantial Completion.)

The Owner shall pay the entire amount retained from previous progress payments less two (2) times the amount required to complete items identified in the Architect's list of items to be completed or corrected prior to final payment, and the amount required to satisfy any outstanding claims, liens, or judgments against the Contractor.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Architect. .2
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

None

§ 5.3 Interest

User Notes:

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

3 % Annual Percentage Rate (APR)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[X]	Litigation in a court of competent jurisdiction
1	Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. Doug Premo, Superintendent of Schools South Lewis Central School District 4264 East Road Turin, NY 13473

(315) 348-2500 dpremo@southlewis.org

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§ 8.3 The Contractor's representative: (Name, address, email address, and other information)

Joseph Flihan, President Second & Broad Street Sales Corp. d/b/a Joseph Flihan Co. 418-426 Broad Street Utica, NY 13501

(315) 735-8519 jflihan@josephflihanco.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM—2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 This Agreement is comprised of the following documents:
- .1 AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor (Paragraph deleted)
- .3 AIA Document A201[™]–2007, General Conditions of the Contract for Construction (Paragraphs deleted)
 - .5 Drawings

Number Title Date
Reference Exhibit "A"

.6 Specifications

Section Title Date Pages

Reference Exhibit "B"

.7 Addenda, if any:

lnit.

Number	Date	Pages
Addendum #1	January 27, 2020	81
Addendum #2	February 4, 2020	190
Addendum #3	February 6, 2020	12
Addendum #4	February 6, 2020	11

			lum #4	February 6, 2020	11		
		Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.					
.8	(Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where required.)					
]	1		2017, Sustainable Projects Ex 04-2017 incorporated into thi		cated below:	
	[]	The Sustainability Plan:				
		Title		Date	Pages		
	[]	Supplementary and other	Conditions of the Contract:			
		Doc	ument	Title	Date	Pages	
.9	Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract I Document A201 TM _2017 provides that the advertisement or invitation to bid, Instru sample forms, the Contractor's bid or proposal, portions of Addenda relating to bid requirements, and other information furnished by the Owner in anticipation of rece proposals, are not part of the Contract Documents unless enumerated in this Agree documents should be listed here only if intended to be part of the Contract Documents			uctions to Bidders, idding or proposal eiving bids or ement. Any such			
This Agreem	nent	entere	ed into as of the day and ye	ar first written above.			
OWNER (Si	gna	ture)		CONTRACTOR (Signature)		
			perintendent of Schools	Joseph Flihan, P			
(Printed na	me	and ti	tle)	(Printed name a	nd title)		

SECTION 000115 - LIST OF DRAWINGS

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G1101	Partial Basement Code Compliance Plan
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G1103	Partial Second Floor Code Compliance Plan
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Structural Wall Sections S1318 S1319 Structural Section

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	•

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M1020	Partial Second Floor Demolition Plan - Area A - Hvac
M1021	Partial Second Floor Demolition Plan - Area C & F - Hvac
M1060	Roof Demolition Plan - Hvac
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Concrete Modular Retaining Wall(s)

Vinyl Clad Chain Link Fence, Backstops and Gates

END OF SECTION 000110



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

BETWEEN the Owner:

(Name, legal status, address and other information)

South Lewis Central School District

4264 East Road Turin, NY 13473

(315) 348-2500

Contract #107 - Building Management Systems

and the Contractor:

(Name, legal status, address and other information)

Core Climate Systems, LLC

664 East Main St. Malone, NY 12953

(518) 521-3176

for the following Project:

(Name, location and detailed description)

South Lewis Central School District

2018 Capital Improvement Project 4264 East Road Turin, NY 13473

SED Control No.: 23-11-01-04-0-013-018 Middle/High School Building

SED Control No.: 23-11-01-04-5-001-008 Bus Garage SED Control No.: 23-11-01-04-7-018-002 Biomass

SEI Project No.: 18-3087

The Architect:

(Name, legal status, address and other information)

SEI Design Group Architects, DPC

224 Mill Street Rochester, NY 14614

(585) 442-7010

User Notes:

The Owner and Contractor 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.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

	X]	The date of this Agreement.
[]	A date set forth in a notice to proceed issued by the Owner.
[]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

- $[\quad] \qquad \text{Not later than} \quad (\quad) \text{ calendar days from the date of commencement of the Work}.$
- [X] By the following date: July 23, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed differently than Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

All work at the Bus Garage and Biomass Building, and specified Middle / High School Alterations as defined by Phasing Plans in Contract Documents August 21, 2020

August 20, 2021

Specified Middle / High School
Alterations as defined by Phasing Plans in
Contract Documents

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Eleven Thousand, Three Hundred Fifty Dollars (\$ 611,350.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #10 Summer Boiler	\$3,850.00
Alternate #11 Pool Dehumid, Unit	\$2,500.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item Price Conditions for Acceptance
N/A -- -- --

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

ItemPriceContingency Allowance\$8,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

ItemUnits and LimitationsPrice per Unit (\$0.00)N/A----

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

User Notes:

Init.

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§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201™_2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - That portion of the Contract Sum properly allocable to completed Work;
 - That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably .2 stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - The aggregate of any amounts previously paid by the Owner;
 - The amount, if any, for Work that remains uncorrected and for which the Architect has previously .2 withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%, in addition to an amount necessary to satisfy any claims, liens or judgments against Contractor, which have not been suitably discharged.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Entire Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The Owner shall pay the entire amount retained from previous progress payments less two (2) times the amount required to complete items identified in the Architect's list of items to be completed or corrected prior to final payment, and the amount required to satisfy any outstanding claims, liens, or judgments against the Contractor.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

None

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

3 % Annual Percentage Rate (APR)

Init.

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[X]	Litigation in a court of competent jurisdiction
[]	Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. Doug Premo, Superintendent of Schools South Lewis Central School District 4264 East Road Turin, NY 13473

(315) 348-2500 dpremo@southlewis.org § 8.3 The Contractor's representative: (Name, address, email address, and other information)

Corey Stark, Owner Core Climate Systems, LLC 664 East Main St. Malone, NY 12953

(518) 521-3176 cstark@coreclimatesys.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM_2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™_2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

Init.

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor (Paragraph deleted)
- AIA Document A201™–2007, General Conditions of the Contract for Construction .3 (Paragraphs deleted)
 - .5 **Drawings**

Number Title Date Reference Exhibit "A"

Specifications

Section Title **Date Pages** Reference Exhibit "B"

.7 Addenda, if any:

> Number Date **Pages** Addendum #1 January 27, 2020 81

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	Addend		February 4, 2020	190			
Addendum #3 Addendum #4			February 6, 2020	12 11			
	Addend	1um #4	February 6, 2020	11			
	Portion Docum	Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.					
.8	Other Exhibits: (Check all boxes that apply and include appropriate information identifying required.)				hibit where		
	[]		1–2017, Sustainable Projects E 1204-2017 incorporated into ti		cated below:		
	[]	The Sustainability Plan	:				
	Title		Date	Pages	-		
	[]	Supplementary and oth	applementary and other Conditions of the Contract:				
	Docu	ument	Title	Date	Pages		
.9	(List he Docume sample required proposed	ent A201 [™] 2017 provid forms, the Contractor's ments, and other informa als, are not part of the Co	below: ents that are intended to form es that the advertisement or in bid or proposal, portions of Ac ation furnished by the Owner is ontract Documents unless enur only if intended to be part of t	vitation to bid, Instruited and relating to bin anticipation of receinerated in this Agree	uctions to Bidders, dding or proposal eiving bids or ement. Any such		
This Agreem	ent entere	ed into as of the day and	year first written above.				
OWNER (Sig	mature)		CONTRACTOR	(Cianaterna)			
Mr. Dong P	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		CONTRACTOR	(Signature)			
(Printed nar	remo, Suj	perintendent of Schools	Denise Stark, C	Owner			

SECTION 000115 - LIST OF DRAWINGS

VOLUME NO. 1:

General:

G1000	Code Compliance
G1100	Overall Code Compliance Plans
G1101	Partial Basement Code Compliance Plan
G1102	Partial First Floor Code Compliance Plan
G1103	Partial Second Floor Code Compliance Plan
G1110	Lower Level Phasing Plan
G1111	First Floor Phasing Plan
G1113	Second Floor Phasing Plan
G2000	Code Compliance
G3000	Code Compliance

Middle/High School:

Hazardous Materials:

HM1000	Partial Basement/Crawlspace Abatement Plan
HM1010	Partial First Floor Abatement Plan
HM1020	Partial Second Floor Abatement Plan

Civil:

CP-1000	Site Code Compliance
L1000	Site Survey
L1001	Site Survey Area A
L1002	Site Survey Area B
L1003	Site Survey Area C
L1004	Site Survey Area D
L1005	Site Phasing And Staging Plan
L1006	Site Preparation Plan - Area A
L1007	Site Preparation Plan - Area B
L1008	Site Preparation Plan - Area C
L1009	Site Preparation Plan - Area D
L1010	Stormwater Pollution Prevention Plan Area A
L1011	Stormwater Pollution Prevention Plan Area B
L1012	Stormwater Pollution Prevention Plan Area C
L1013	Stormwater Pollution Prevention Plan Area D
L1014	Grading And Drainage Plan Area A
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L1016	Grading And Drainage Plan Area C
L1017	Grading And Drainage Plan Area D
L1018	Site Utilities Plan Area A
L1019	Site Utilities Plan Area B
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L1022	Site Layout Plan Area A
L1023	Site Layout Plan Area B
L1024	Site Layout Plan Area C
L1025	Site Layout Plan Area D
L1026	Playscape Enlargement
L1027	Site Details
L1028	Site Details
L1029	Site Details
L1030	Site Details
L1031	Site Sanitary Details
L1032	Planting Plan

Structural:

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S0002	Typical Concrete Details
S0003	Typical Masonry Details
S0004	Typical Structural Steel Details
S0005	Typ. Structural Steel Details
S0006	Schedule Of Special Inspections
S1000	Structural Key Plan
S1110	Foundation Plan (Area F)
S1111	Foundation Plan (Area G)
S1112	Foundation Plan (Area H)
S1113	First Floor Framing Plan (Area F)
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S1115	First Floor Framing Plan (Area H)
S1116	Partial Second Floor/ Low Roof Framing Plan (Area F)
S1117	Second Floor Framing Plan (Area G)
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S1119	Roof Framing Plan (Area F)
S1120	Roof Framing Plan (Area G)
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S1122	Scoreboard Plans, Sections, And Details
S1163	Canopy Framing Plan And Details
S1164	Canopy Framing Details
S1165	Canopy Framing Details
S1166	Truss T-1 Details
S1200	Footing, Pier And Column Schedule - Areas F & G
S1201	Footing, Pier And Column Schedule - Areas H & Pier And Column Schedule - New Entrance
	Vestibule
S1202	Pier Details
S1310	Structural Wall Sections
S1311	Structural Wall Sections
S1312	Structural Wall Sections
S1313	Structural Wall Sections
S1314	Structural Wall Sections
S1315	Structural Wall Sections
S1316	Structural Wall Sections
S1317	Structural Wall Sections

S1318 Structural Wall Sections S1319 Structural Section

Architectural:

A0001	Architectural General Information
A0002	Architectural General Information And Partition Types
A0003	Typical Floor / Roof Assembly Types
A1000	Overall Basement Demolition Plan
A1001	Overall First Floor Demolition Plan
A1002	Overall Second Floor Demolition Plan
A1010	Partial First Floor Demolition Plan - Area A
A1011	Partial First Floor Demolition Plan - Area B
A1012	Partial First Floor Demolition Plan - Area C
A1013	Partial First Floor Demolition Plan - Area D
A1014	Partial First Floor Demolition Plan - Area E
A1015	Partial First Floor Demolition Plan - Area F
A1020	Partial Second Floor Demolition Plan - Area A
A1021	Partial Second Floor Demolition Plan - Area B
A1022	Partial Second Floor Demolition Plan - Area C
A1025	Partial Second Floor Demolition Plan - Area F
A1100	Overall Basement / Crawlspace Plan
A1101	Overall First Floor Plan
A1102	Overall Second Floor Plan
A1103	Partial Basement / Crawl Space Plan - Areas A - C
A1104	Partial Basement / Crawl Space Plan - Areas F - H
A1105	Partial First Floor Plan - Areas A - F
A1106	Partial First Floor Plan - Areas F - H
A1107	Partial Second Floor Plan - Areas A - F
A1108	Partial Second Floor Plan - Areas F - H
A1110	Partial First Floor Plan - Area A
A1111	Partial First Floor Plan - Area B
A1112	Partial First Floor Plan - Area C
A1113 A1114	Partial First Floor Plan - Area D Partial First Floor Plan - Area E
A1114 A1115	Partial First Floor Plan - Area F
A1116	Partial First Floor Plan - Area G
A1117	Partial First Floor Plan - Area H
A1118	Partial First Floor Dimensioning Plan - Area G
A1119	Partial First Floor Dimensioning Plan - Areas F & H
A1120	Partial Second Floor Plan - Area A
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A1127	Partial Second Floor Plan - Area H
A1128	Partial Second Floor Dimensioning Plan - Area G
A1129	Partial Second Floor Dimensioning Plan - Area F & H
A1130	Partial First Floor Reflected Ceiling Plan - Area A
A1131	Partial First Floor Reflected Ceiling Plan - Area B
A1132	Partial First Floor Reflected Ceiling Plan - Area C

A1134	Partial First Floor Reflected Ceiling Plan - Area E
A1135	Partial First Floor Reflected Ceiling Plan - Area F
A1136	Partial First Floor Reflected Ceiling Plan - Area G
A1137	Partial First Floor Reflected Ceiling Plan - Area H
A1140	Partial Second Floor Reflected Ceiling Plan - Area A
A1142	Partial Second Floor Reflected Ceiling Plan - Area C
A1145	Partial Second Floor Reflected Ceiling Plan - Area F
A1146	Partial Second Floor Reflected Ceiling Plan - Area G
A1147	Partial Second Floor Reflected Ceiling Plan - Area H
A1160	Overall Roof Plan
A1161	Partial Roof Plan - Areas A - F
A1162	Partial Roof Plan - Areas F - H
A1163	Canopy Plan And Details
A1164	Canopy Sections And Details
A1200	Exterior Elevations
A1201	Exterior Elevations
A1202	Exterior Elevations
A1203	Exterior Elevations
A1230	Door Schedule
A1231	Door Types & Details
A1240	Window Types
A1300	Building Sections
A1301	Building Sections
A1310	Wall Sections
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A1401	Enlarged Stair Plans
A1402	Stair Sections And Details
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A1404	Enlarged Ramp Plan, Sections And Details
A1500	Enlarged Floor Plans
A1501	Enlarged Floor Plans And Interior Elevations
A1502	Interior Elevations
A1503	Interior Elevations
A1504	Interior Elevations
A1505	Interior Elevations
A1506	Interior Elevations
A1507	Interior Elevations
A1508	Enlarged Entry Plan And Dumpster Enclosure
A1510	Primary Striping Plans - Middle School Gymnasium - Alt -8
A1511	Secondary Striping Plans - Middle School Gymnasium - Alt -8
A1512	Combined Striping Plan - Middle School Gymnasium - Alt -8
A1513	Striping Plans - Basketball And Volleyball
A1514	Striping Plans - Secondary Basketball And Volleyball
A1515	Striping Plans Combined

A1520	Corridor Elevations
A1521	Corridor Elevations
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A1523	Corridor Elevations
A1524	Cafeteria Elevations And Details
A1600	Counters / Workstations
A1601	Display Cases
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A1620	Plan Details
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A1640	Ceiling Details
A1660	Roof Details
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A1700	Room Finish Schedule
A1701	Finish Plans And Elevations

VOLUME NO. 2:

Fire Protection:

FP1100	Site Plan - Plumbing
FP1101	Overall Basement Floor Plan - Fire Protection
FP1102	Basement Floor Plan - Area F,G,H - Fire Protection
FP1110	Overall First Floor Plan - Fire Protection
FP1111	First Floor Plan - Area F,G,H - Fire Protection
FP1120	Overall Second Floor Plan - Fire Protection
FP1121	Second Floor Plan - Area F,G,H - Fire Protection
FP1600	Schedules, Details, General Notes And Symbol List - Fire Protection

Plumbing:

P1000 P1001 P1002 P1003 P1010 P1011 P1012 P1100 P1101 P1102 P1103 P1104 P1105 P1110 P1111	Overall Basement Plan Demolition - Plumbing Basement Floor Plan Demolition - Area A - Plumbing Basement Floor Plan Demolition - Area B - Plumbing Basement Floor Plan Demolition - Area F - Plumbing Overall First Floor Plan Demolition - Plumbing First Floor Plan Demolition - Area B - Plumbing First Floor Plan Demolition - Area F - Plumbing Overall Basement Plan - Plumbing Basement Floor Plan - Area A - Plumbing Basement Floor Plan - Area B - Plumbing Underslab Floor Plan - Area G - Plumbing Basement & Underslab Floor Plan - Area H - Plumbing Overall First Floor Plan - Plumbing First Floor Plan - Area B - Plumbing
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P1112	First Floor Plan - Area F - Plumbing
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P1114	First Floor Plan - Area H - Plumbing
P1120	Overall Second Floor Plan - Plumbing
P1121	Second Floor Plan - Area F - Plumbing
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P1123	Second Floor Plan - Area H - Plumbing
P1160	Overall Roof Addition Plan - Plumbing
P1500	Enlarged Floor Plans - Plumbing
P1501	Enlarged Floor Plans - Plumbing
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P1600	Details - Plumbing
P1601	Details - Plumbing
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P1605	Schedules, General Notes And Symbol List – Plumbing

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M1001	Partial Crawlspace Demolition Plan - Area B - Hvac
M1002	Partial Crawlspace Demolition Plan - Area C & F - Hvac
M1010	Partial First Floor Demolition Plan - Area A - Hvac
M1011	Partial First Floor Demolition Plan - Area B - Hvac
M1012	Partial First Floor Demolition Plan - Area F - Hvac
M1020	Partial Second Floor Demolition Plan - Area A - Hvac
M1021	Partial Second Floor Demolition Plan - Area C & F - Hvac
M1060	Roof Demolition Plan - Hvac
M1100	Partial Crawlspace Plan - Area A - Hvac
M1101	Partial Crawlspace Plan - Area B - Hvac
M1102	Partial Crawlspace Plan - Area C - Hvac
M1103	Partial Crawlspace Plan - Area F - Hvac
M1104	Partial Crawlspace Plan - Area H - Hvac
M1110	Partial First Floor Plan - Area A - Hvac
M1111	Partial First Floor Plan - Area B - Hvac
M1112	Partial First Floor Plan - Area F - Ductwork
M1113	Partial First Floor Plan - Area F - Piping
M1114	Partial First Floor Plan - Area G - Ductwork
M1115	Partial First Floor Plan - Area G - Piping
M1116	Partial First Floor Plan - Area H - Ductwork
M1117	Partial First Floor Plan - Area H - Piping
M1120	Partial Second Floor Plan - Area A - Hvac
M1121	Partial Second Floor Plan - Area F - Ductwork
M1122	Partial Second Floor Plan - Area F - Piping
M1123	Partial Second Floor Plan - Area G - Ductwork
M1124	Partial Second Floor Plan - Area G - Piping
M1125	Partial Second Floor Plan - Area H - Ductwork
M1126	Partial Second Floor Plan - Area H - Piping

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M1160	Partial Roof Plan - Areas A-F - Hvac
M1161	Partial Roof Plan - Areas F-H - Hvac
M1400	Mechanical Room Plans - Hvac
M1500	Mechanical Room Sections - Hvac
M1600	Details - Hvac
M1601	Details - Hvac
M1700	Schedules - Hvac
M1701	Schedules - Hvac
M1702	Schedules - Hvac
M1800	Crawlspace Controls Plan - Hvac
M1810	First Floor Controls Plan - Hvac
M1820	Second Floor Controls Plan – Hvac

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E1001	Site Plan - Demolition - Electrical
E1002	Site Plan - Electrical
E1100	Partial Basement Demolition Plan - Area A - Electrical
E1101	Partial Basement Demolition Plan - Area B - Electrical
E1102	Partial Basement Demolition Plan - Area C & F - Electrical
E1103	Partial First Floor Demolition Plan - Area A - Electrical
E1104	Partial First Floor Demolition Plan - Area B - Electrical
E1105	Partial First Floor Demolition Plan - Area C - Electrical
E1106	Partial First Floor Demolition Plan - Area D - Electrical
E1107	Partial First Floor Demolition Plan - Area E - Electrical
E1108	Partial First Floor Demolition Plan - Area F - Electrical
E1109	Partial Second Floor Demolition Plan - Area A & B - Electrical
E1110	Partial Second Floor Demolition Plan - Area C & F - Electrical
E1200	Partial Basement Floor Plan - Area A - Electrical
E1201	Partial Basement Floor Plan - Area B - Electrical
E1202	Partial Basement Floor Plan - Area C & F - Electrical
E1203	Partial First Floor Plan - Area A - Electrical
E1204	Partial First Floor Plan - Area B - Electrical
E1205	Partial First Floor Plan - Area C - Electrical
E1206	Partial First Floor Plan - Area D - Electrical
E1207	Partial First Floor Plan - Area E - Electrical
E1208	Partial First Floor Plan - Area F - Lighting
E1209	Partial First Floor Plan - Area F - Power & Systems
E1210	Partial First Floor Plan - Area G - Lighting
E1211	Partial First Floor Plan - Area G - Power & Systems
E1212	Partial First Floor Plan - Area H - Lighting
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Architectural:

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Biomass:

Architectural:

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Memo To: Mr. Doug Premo

Superintendent

From:

Rich Poniktera

Director of Facilities III

Re:

Items for discard/disposal and or public sale

Date:

March 6, 2020

We have boxes of hardware left over from previous projects, water fountain (style that we don't use anymore), cases of latex style gloves (we use nitrile now), cases of scotch brite pads, cases of small garbage bags that don't fit our garbage cans, cases of sponges, an old magazine rack the Library no longer uses, clocks that are not compatible with our system, some old kitchen carts not in use anymore, a old meat slicer that has been replaced, old tables from the home-ec, and old cafeteria chairs that are broken, that we would like to sell/discard