



REGULAR TOWN BOARD MEETING

Lansing Town Hall Board Room
Wednesday, June 26, 2024
6:30 PM

AGENDA

SUBJECT TO CHANGE

Meeting is open to the public and streamed live on YouTube.

VIEW THE MEETING LIVE - TOWN OF LANSING YOUTUBE CHANNEL

To find our YouTube Channel - Go to www.lansingtown.com, click on the “YouTube” Icon (red square) located on the bottom left corner of our Home Page.

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation**
 - a. **Parks, Recreation, and Trails Working Group** - Steve Lauzun
5. **Motion**
 - a. **Motion Authorizing Supervisor to Sign Grant Application for Feasibility Study for Trails**
6. **Discussion**
 - a. **Town Hall HVAC** - Taitem Engineering, George Aiken
7. **Discussion**
 - a. **Highway Barn** - Colliers Engineering, Scott Bova
8. **Privilege of the Floor:** Limited to 20 Minutes with a Maximum of 3 Minutes per Speaker
 - a. **Optional Board Member Responses** – Maximum 2 Minutes per Board Member
9. **Department Reports**
 - a. **Lansing Community Library Report** – Annie Johnson
 - b. **Lansing Youth Services Report** – Richard Alvord
 - c. **Tompkins County Legislator Report** – Mike Sigler
 - d. **Highway Report** – Mike Moseley
 - e. **Parks and Recreation Report** – Patrick Tyrrell
 - f. **Director of Planning Report** – John Zepko
 - g. **Engineer’s Report** – Dave Herrick
 - h. **Town Clerk Report** - Debbie Munson
10. **Consent Agenda**

- [a.](#) Resolution Scheduling Public Hearing for Proposed Local Law No. __ of 2024-Override Tax Levy Limit
- [b.](#) Resolution Approving AIA C132-2019 Construction Manager Adviser Services Agreement with LeChase Construction Service, LLC
- [c.](#) Resolution by the Town of Lansing to Join the Owasco Lake Watershed Management Council
- [d.](#) Resolution Approving License Agreement with Kersat Landscaping
- [e.](#) Resolution Updating Agreement for the Expenditure of Highway Moneys
- [f.](#) Resolution Appointing Edward Dubovi as Town of Lansing Liaison to the Tompkins County Environmental Management Council
- [g.](#) Resolution Approving Audit and Budget Modifications
- [h.](#) Resolution Approving Consent Agenda

11. Motions and Resolutions

12. Board Member Reports

- a. Councilperson Judy Drake
- b. Councilperson Laurie Hemmings
- c. Councilperson Christine Montague
- [d.](#) Councilperson Joseph Wetmore
- e. Supervisor Ruth Groff

13. Work Session

- a. Consolidated Water District Ext. 3 (CWDX3) Dissolution
- b. Year-Round RV Parking (Living in RVs)
- c. Assign a Team for Lansing Highway Association Negotiations
- d. Review of Spectrum Franchise Agreement

14. Executive Session if Needed

- a. Motion to Enter/Exit

15. Adjourn Meeting

- a. Motion to Adjourn Meeting

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact the Town Clerk's Office at 607-533-4142. Request should be made 72 hours prior to the meeting.

Lansing Greenway

June 2024

Family Friendly Connected Community



TOWN RESIDENTS CALL FOR TRAILS

Since the Year 2000 Parks & Recreation Master Plan, trails have consistently ranked as one of the most requested additions to Lansing’s parks and recreation programs.

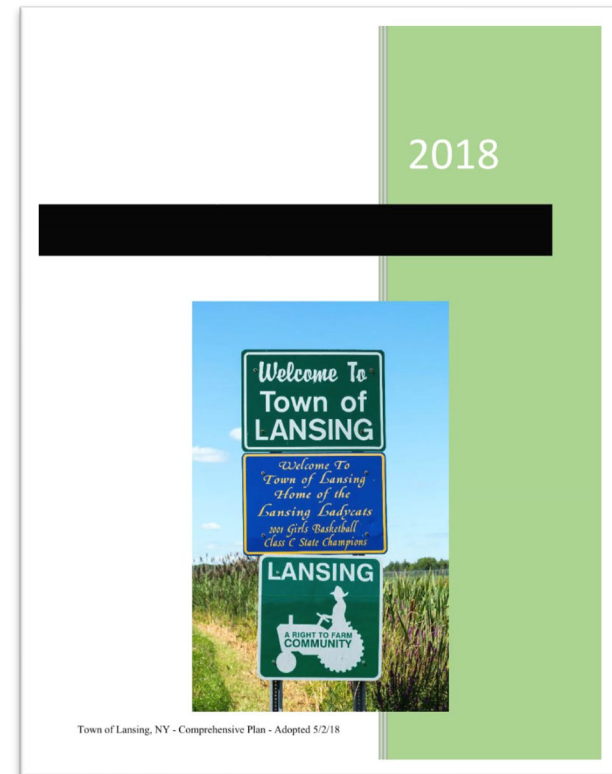
2022 Parks, Recreation, and Trails Master Plan

walking and biking trails were ranked as the most important recreational facility for their household.



2018 Comprehensive Master Plan

88% of respondents say the town should consider expanding trails, with 74% supporting using tax dollars to develop trails.



Lansing Greenway

Family Friendly Connected Community



PURPOSE OF THE GREENWAY

To strengthen the Town of Lansing's commitment to being a Family Friendly Connected Community

The benefits of trails are many:

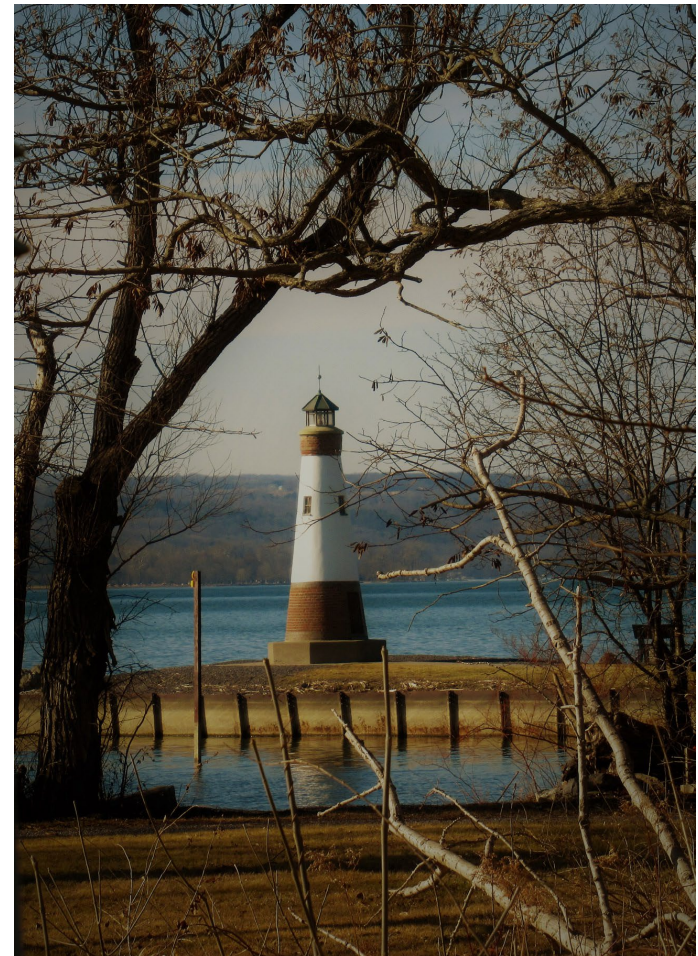
Health - trails promote physical activity and improve public health.

Safety - walking or biking along busy roadways exposes all people, especially children, to increased risk.

Environmental - trails encourage fewer trips by car, reducing congestion and air pollution.

Social - trails help connect neighborhoods and communities, fostering social connections and a sense of community.

Access to the Outdoors - Trails can promote equitable access to the outdoors for people of all ages and abilities.



Myers Point Lighthouse by: Rick Potter

TYPES OF TRAILS

Nature Trails



Lansing Greenway Trail Type

The Lansing Greenway will, to the largest extent possible, be a multi-use trail located away from major roadways to provide families with the safest and most enjoyable experience while walking or biking in the Town of Lansing.

Where off-road routes are not possible, the Greenway might include bike lanes, sidewalks or designated paved shoulders.

Bike Lanes & Pedestrian Sidewalks



Multi-Use Trail



Lansing Greenway

Family Friendly Connected Community



TRAIL DESIGN

While all final designs will be created by a licensed professional engineer or landscape architect, some of the design guidelines currently favored by the Trails Working Group include:

Types of Uses Allowed on the Trail

The Lansing Greenway is for everyone: Bikers, runners, walkers, cross-country skiers, dog walkers (with a leash) etc. All non-motorized uses are welcome.

Trail Design

The trail tread will likely be 10 feet wide with 2-foot-wide shoulders on each side. The final choice of trail surface will be made in consultation with engineers; however, stone dust is the most likely material due to its cost effectiveness and natural look. As per federal requirements, the trail will comply with the **Americans with Disabilities Act**.

Road Crossings

The trail will most likely cross Route 34B in several locations as well as town and county roads. A variety of safety measures including traffic lights, signage and raised crossings could be used. Most importantly, all crossings will be designed by a licensed engineer and approved by the State or County.



Empire State Trails by: Wally Elton

FUNDING

Many state and federal grants are currently available to fund trail design and construction. These typically cover between 50% and 80% of the cost. Some grants allow other grants to be used as the local match. Although ultimately, some Town funds will be needed to construct the trail along with in-kind services from Town personnel.

Potential Grants Include:

- Tompkins County Tourism Capital Grant
- Tompkins County Tourism Planning Grant
- NYS Recreational Trails Program (RTP)
- NYS Parks and Trails Partnership Grants
- NYS Environmental Protection Fund (EPF)
- Community Development Block Grant (CDBG)
- Land and Water Conservation Fund (LWCF)
- NPS Rivers, Trails and Conservation Assistance (RTCA)
- Transportation Alternative Program (TAP)
- Safe Routes to Schools (SRTS)
- The Trust for Public Land Grant Program (TPL)
- Rails-to-Trails Conservancy (RTC)
- People for Bikes Community Grant Program
- The Conservation Alliance Grant Program
- NYS Assembly & Senate Grants



Lansing Greenway

Family Friendly Connected Community



TRAIL EASEMENTS & MAINTENANCE

Working with Landowners

The trail will most likely be on both public and private land. Public property such as the Town Ball Fields Park and the LCSD campus will host the trail. The town will also collaborate with private landowners who volunteer a portion of their land for a trail easement. The town already has trail easements in place with several property owners.

Trail Maintenance

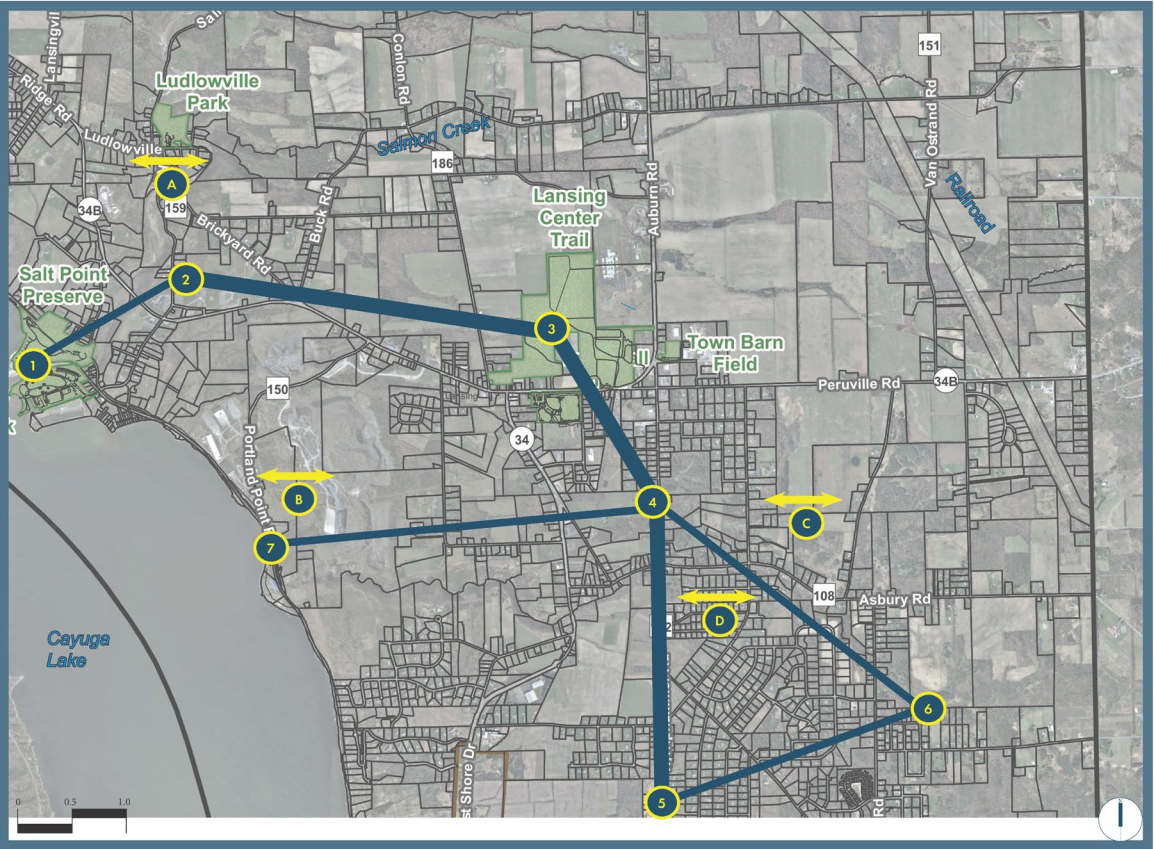
The trail will be maintained by the Town Parks & Recreation Department, just like any other town facility or park.



Ludlowville Falls by: Steve Lauzun

TRAIL LOCATION

The map of major nodes to be connected by the Lansing Greenway remains essentially unchanged from the 2022 Recreation Master Plan.



The trail will connect families to parks, schools and other centers of community life in Lansing.

Lansing Greenway Major Nodes

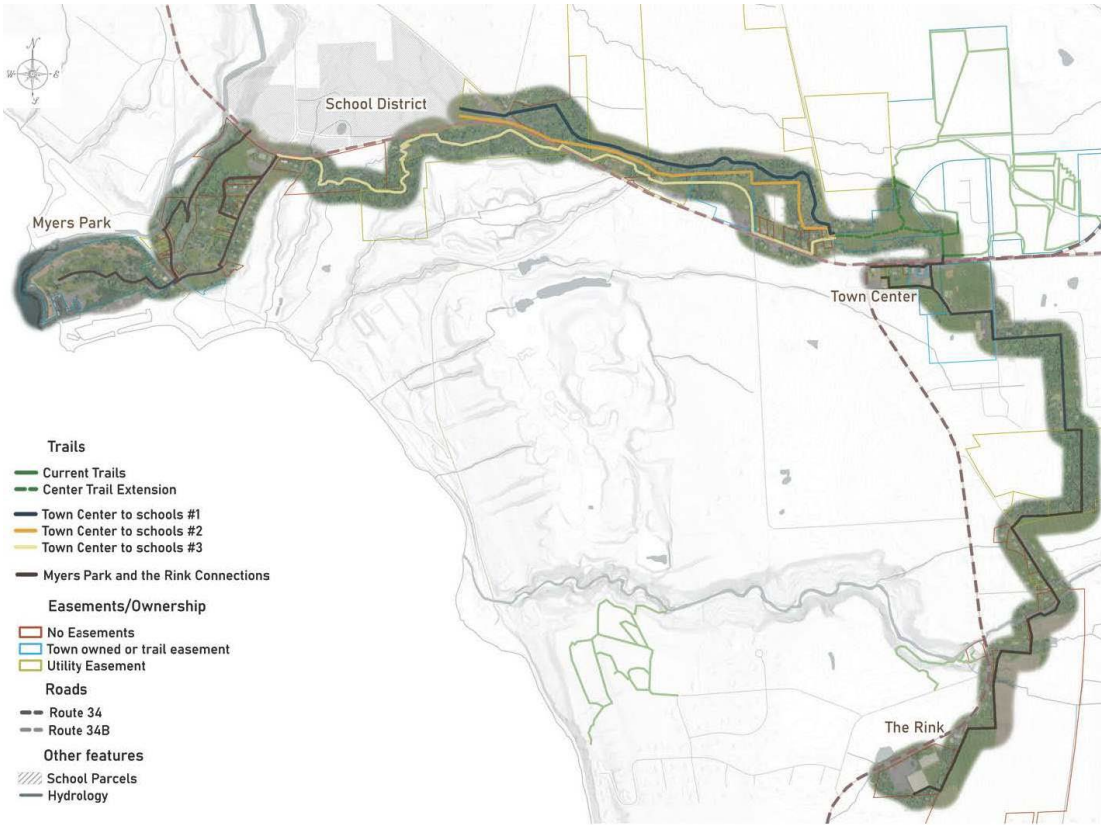
- Town Center
- Lansing Schools Campus
- Myers Park / Salt Point
- The Rink / Jonas Falls
- Village of Lansing / YMCA

Neighborhood Connections

With the main trail sections in place, spurs can be created to connect Lansing’s neighborhoods to the Greenway.

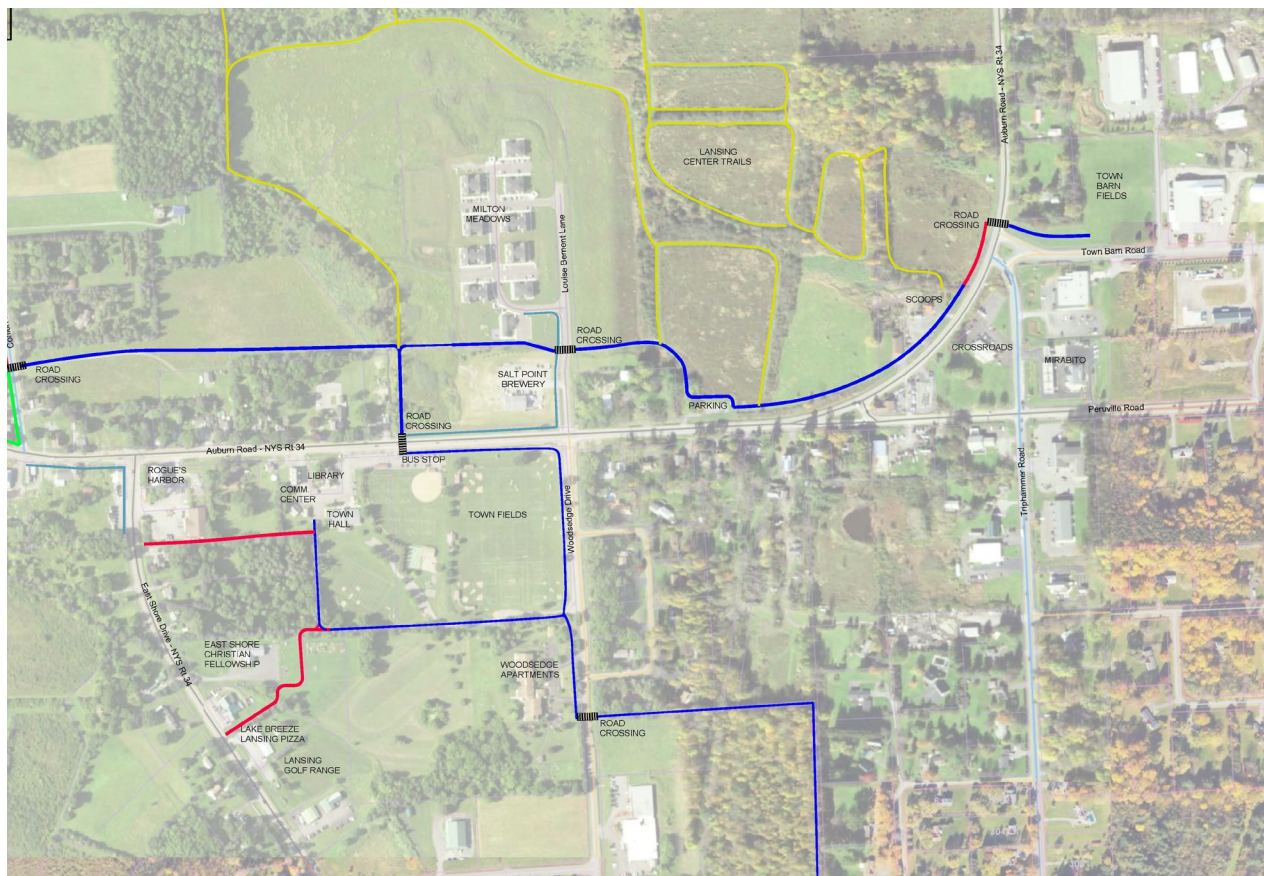
TRAIL ROUTES

As planning for sections of the Lansing Greenway progress, maps with alternate trail routes will be developed, as shown below from a project created by Cornell Design Connect students.



INITIAL PHASE OF THE GREENWAY

The first phase of the Lansing Greenway could be in the town center as most of the land is owned by the Town and two easements needed are already in place,



The Town Center Greenway will connect to:

- Town Barn Fields
- Town Center Trails
- Milton Meadows
- Lansing Library
- Community Center
- Town Hall
- Town Ballfields
- Woodsedge Apartments

Spurs could be created to connects to nearby businesses, restaurants and churches.

INITIAL PHASE OF THE GREENWAY

A walking trail around the Town Ball Fields is part of the 2022 Parks, Recreation, and Trails Master Plan



Town of Lansing Parks, Recreation, & Trails Master Plan



NEXT STEPS

Outreach – talk to groups and residents about the Greenway and improve the plan based on feedback.

Brochure & Video – create an informational brochure and drone video of the phase-1 Greenway.

Funding Plan – do detailed research on the various grants and create a Greenway funding plan.

Route Planning – continue researching possible trail routes.

Phase-1 – Town Center Greenway

- ✓ Aligned with Recreation Master Plan
 - ✓ Ownership or Easement Agreements in Place
 - Feasibility Study / Cost Estimate
- Then - Apply for Construction Grant

For Future Phases - Comprehensive Trail Plan – apply for a grant to engage a consultant to create a trail plan that becomes part of the overall Town Comp Plan.

Need Town Board approval to apply for a zero-match feasibility study grant through Tompkins County Tourism Council.



Lansing Greenway

Family Friendly Connected Community



CREDITS

2024 Parks, Recreation, and Trails Working Group

Steve Lauzun, Chair

Bruce Barber

Jack Young

Carolyn Greenwald

Ruth Hopkins

Laura Morse

Kristin Hopkins

Chris Pettograsso

Pat Tyrell, Parks & Recreation Director

Joe Wetmore, Town Board Liaison

Ruth Goff, Town Supervisor



Parks & Trails New York

MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN GRANT APPLICATION FOR FEASIBILITY STUDY FOR TRAILS

MOTION M24-

MOTION AUTHORIZING TOWN OF LANSING SUPERVISOR TO SIGN GRANT APPLICATION FOR FEASIBILITY STUDY FOR TRAILS

Councilperson _____, moved to authorize Town of Lansing Supervisor to sign a grant application to the Tompkins County Tourism Program, for the purpose of funding a feasibility study for the first phase of a greenway near and adjacent to the Lansing Town Hall.

Councilperson _____ seconded the motion.

All in Favor – _____ Opposed – _____



Engineering
& Design

Town of Lansing

Town Highway Department Facility

26 June 2024
Presented to the Town of Lansing

Accelerating success.



Table of Contents

1	Introductions
2	Project Background
3	Scope of the Project
4	Market Analysis
5	Cost Summary/Value Engineering

Your Team



SCOTT BOVA

**Colliers Engineering and Design
Geographic Discipline Leader**



ERIC STENDER

**Colliers Engineering & Design
Project Manager**



LEE STEPP

**LeChase Construction
Senior Project Manager**



LAIRD UPDYKE

**LeChase Construction
Regional Operations Manager**





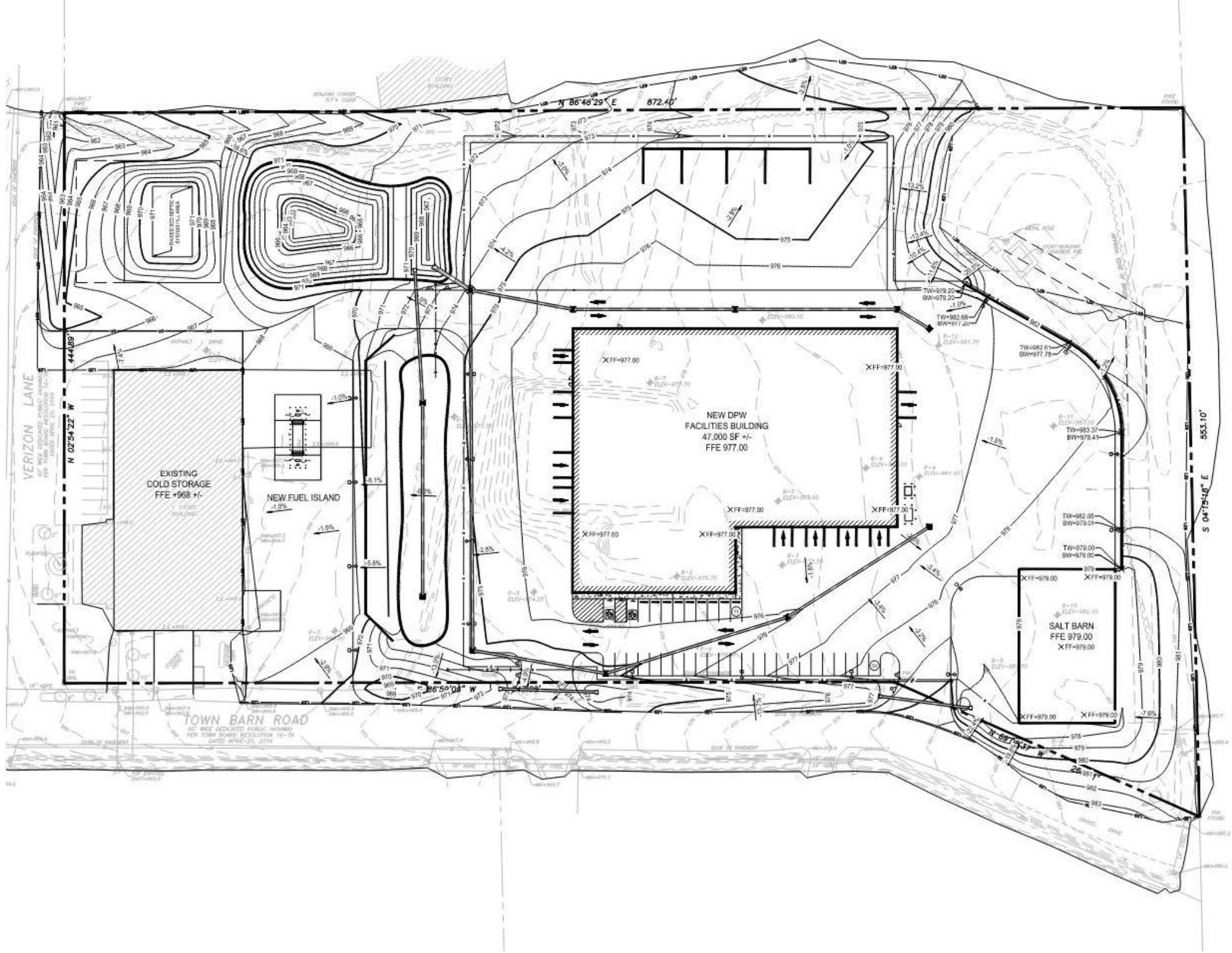


Project Background

Conceptual Site Plan



Project Background Schematic Site Plan



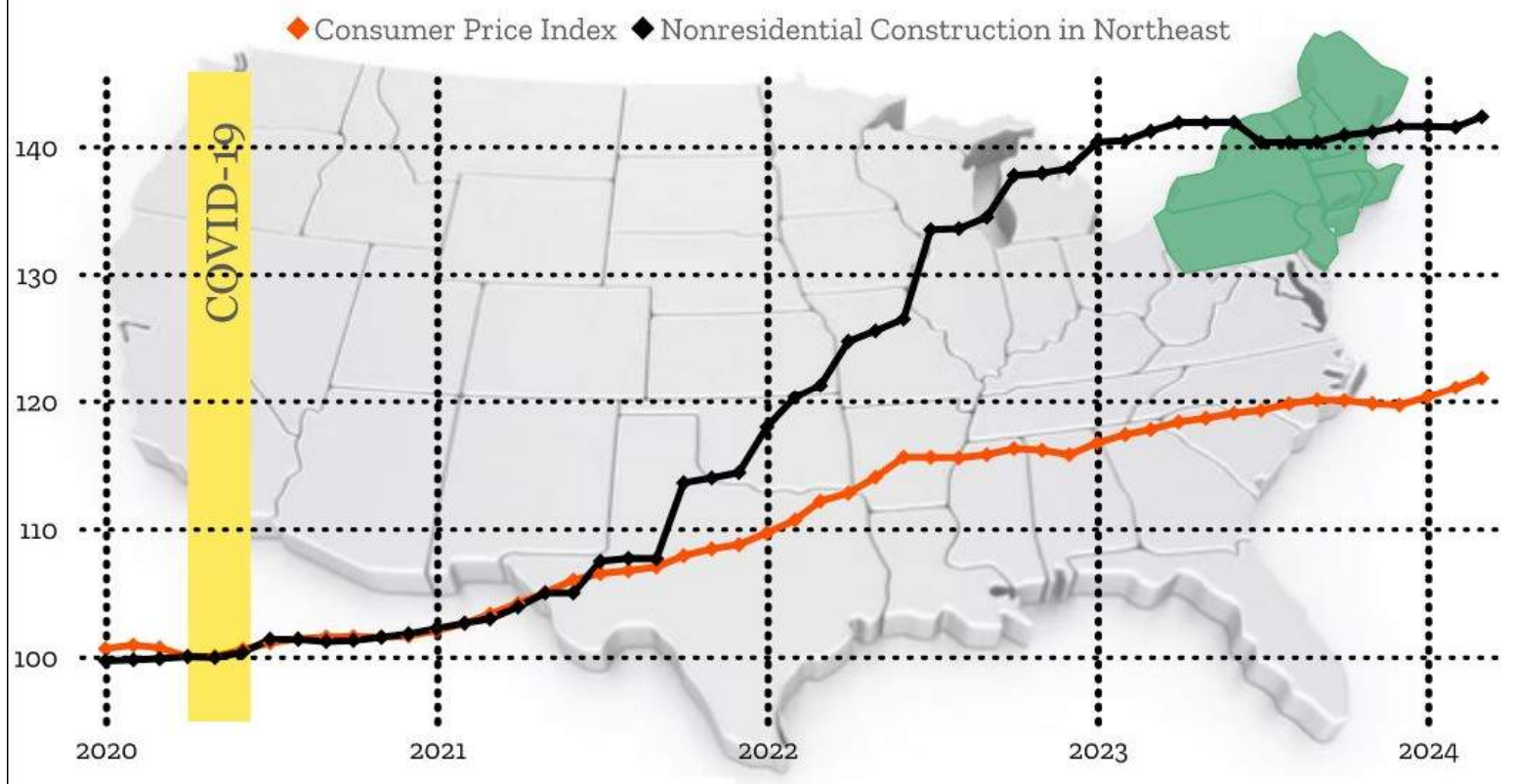
Project Background Pre-referendum Estimate

PROJECT NAME - Town of Lansing Highway Garage
 Location: Lansing, NY Project #: Date: 6/11/2021

Work Description	Scenario 1				Scenario 2				Scenario 3				
	Qty.	Unit	Unit Cost	Total	Qty.	Unit	Unit Cost	Total	Qty.	Unit	Unit Cost	Total	
Demolition													
Remove Office Building	1,560	sf	\$5.97	\$9,320	1,560	sf	\$5.97	\$9,320	1,560	sf	\$5.97	\$9,320	
Remove Pole Barn	4,600	sf	\$5.97	\$27,470	4,600	sf	\$5.97	\$27,470	4,600	sf	\$5.97	\$27,470	
Remove Masonry Fire Wall	2,408	sf	\$9.55	\$23,010		sf	\$9.55	\$0		sf	\$9.55	\$0	
Remove Asphalt Paving	101,410	sf	\$2.99	\$302,760	101,410	sf	\$2.99	\$302,760	101,410	sf	\$2.99	\$302,760	
SWPPP Measures													
Install Silt Fence	2,400	lf	\$3.28	\$7,890	2,400	lf	\$3.28	\$7,890	2,400	lf	\$3.28	\$7,890	
Install Inlet Protection	10	ea	\$477.67	\$4,780	10	ea	\$477.67	\$4,780	10	ea	\$477.67	\$4,780	
Install Stone Entrances	60.00	ton	\$35.83	\$2,150	60	ton	\$35.83	\$2,150	60	ton	\$35.83	\$2,150	
Weekly Maintenance	20	wks	\$1,194.18	\$23,890	20	wks	\$1,194.18	\$23,890	20	wks	\$1,194.18	\$23,890	
Site Grading													
Strip Topsoil	500	cy	\$4.78	\$2,390	800	cy	\$4.78	\$3,830	400	cy	\$4.78	\$1,920	
Mass Grading	12,840	cy	\$7.17	\$92,000	19,760	cy	\$7.17	\$141,590	6,500	cy	\$7.17	\$46,580	
Excavate Pond	10,000	cy	\$7.17	\$71,660	10,000	cy	\$7.17	\$71,660	10,000	cy	\$7.17	\$71,660	
Fine Grading	103,903	sf	\$0.30	\$31,020	111,490	sf	\$0.30	\$33,290	124,832	sf	\$0.30	\$37,270	
Export Excess Material	11,675	cy	\$6.00	\$70,050	18,790	cy	\$6.00	\$112,740	5,335	cy	\$6.00	\$32,010	
Import Stone for Building Pad	1,057	ton	\$35.83	\$37,870	2,602	ton	\$35.83	\$93,220	2,285	ton	\$35.83	\$81,860	
Site Utilities													
Storm Sewers	1	ls	\$35,000.00	\$35,000	1	ls	\$40,000.00	\$40,000	1	ls	\$45,000.00	\$45,000	
Stone RIP RAP at Pond	35.00	ton	\$35.83	\$1,260	35	ton	\$35.83	\$1,260	35	ton	\$35.83	\$1,260	
Sanitary Sewer 8"	1	ls	\$10,000.00	\$10,000	1	ls	\$16,000.00	\$16,000	1	ls	\$10,000.00	\$10,000	
New Fire Main 8"	1	ls	\$15,000.00	\$15,000	1	ls	\$24,000.00	\$24,000	1	ls	\$15,000.00	\$15,000	
Site Paving													
Asphalt Paving HD (12" & 5')	10,846	sy	\$45.38	\$492,170	11,414	sy	\$45.38	\$517,980	12,992	sy	\$45.38	\$589,590	
Asphalt Paving LD (8" & 4')	699	sy	\$38.21	\$26,730	973	sy	\$38.21	\$37,200	878	sy	\$38.21	\$33,550	
Concrete Curbing	800	lf	\$21.50	\$17,200	800	lf	\$21.50	\$17,200	800	lf	\$21.50	\$17,200	
Pavement Striping	1	ls	\$2,500.00	\$2,500	1	ls	\$2,500.00	\$2,500	1	ls	\$2,500.00	\$2,500	
Site Concrete													
Sidewalk	1,500	sf	\$9.55	\$14,340	1,500	sf	\$9.55	\$14,340	1,500	sf	\$9.55	\$14,340	
Concrete Retaining Wall	2,216	sf	\$125.00	\$277,000	3,565	sf	\$125.00	\$445,630	1,790	sf	\$125.00	\$223,750	
New Fencing	1,770	lf	\$21.50	\$38,050	1,220	lf	\$21.50	\$26,230	1,811	lf	\$21.50	\$38,930	
Site Electrical													
Conduit for Ground Sign	500	lf	\$35.83	\$17,920	500	lf	\$35.83	\$17,920	500	lf	\$35.83	\$17,920	
Light Poles	12	ea	\$6,209.76	\$74,520	12	ea	\$6,209.76	\$74,520	12	ea	\$6,209.76	\$74,520	
New Fuel System (2,000 gal diesel & Gas Tanks & 4 pumps)	1	ls	\$274,662.51	\$274,670	1	ls	\$274,662.51	\$274,670	1	ls	\$274,662.51	\$274,670	
Removal & Remediation of Existing Fuel System	1	ls	\$50,000.00	\$50,000	1	ls	\$50,000.00	\$50,000	1	ls	\$50,000.00	\$50,000	
Relocation of Existing Salt Shed	0	sf	\$0.00	\$0	1,900	sf	\$33.44	\$63,540	0	sf	\$0.00	\$0	
Building Construction													
Renovate Existing Maintenance Garage	26,200	sf	\$22.69	\$594,470	0	sf	\$0.00	\$0	0	sf	\$0.00	\$0	
Build New Office Area	5,900	sf	\$185.00	\$1,091,500	5,900	sf	\$180.00	\$1,062,000	5,900	sf	\$185.00	\$1,091,500	
Build New Maintenance Area	12,650	sf	\$160.00	\$2,024,000	39,765	sf	\$155.00	\$6,163,580	34,200	sf	\$160.00	\$5,472,000	
Storage Mezzanine	2,500	sf	\$42.99	\$107,480	2,500	sf	\$42.99	\$107,480	1,520	sf	\$42.99	\$65,350	
Mezzanine Stairs	1	ea	\$17,912.77	\$17,920	1	ea	\$17,912.77	\$17,920	1	ea	\$17,912.77	\$17,920	
New Cold Storage Building (Pole Barn Type)	10,000	sf	\$47.17	\$471,710	0	sf	\$47.17	\$0	0	sf	\$47.17	\$0	
Renovate Truck Bay to Cold Storage	0	sf	\$0.00	\$0	21,500	sf	\$19.11	\$410,800	21,500	sf	\$20.90	\$449,320	
Project Contingencies													
Design & Estimating Contingency	12.00%			\$763,170	10.00%			\$1,021,940	12.00%			\$1,098,470	
Construction Contingency	8.00%			\$508,780	5.00%			\$510,970	8.00%			\$732,320	
Subtotal of Direct Costs				\$7,631,650	\$11,752,270				\$10,984,670				
Indirect Costs													
General Conditions & Staff	4.00%			\$305,270.00	3.00%			\$352,570.00	3.00%			\$329,550.00	
General Requirements	1.75%			\$133,560.00	1.50%			\$176,290.00	1.50%			\$164,780.00	
Owner's Soft Costs	0.00%			\$0.00	0.00%			\$0.00	0.00%			\$0.00	
Permits & Fees	0.15%			\$11,450.00	0.15%			\$17,630.00	0.15%			\$16,480.00	
Insurances													
Builders Risk Ins.	0.80%			\$61,060.00	0.80%			\$94,020.00	0.80%			\$87,880.00	
General Liability Ins.	0.95%			\$72,510.00	0.95%			\$111,650.00	0.95%			\$104,360.00	
Contractor Fee	5.00%			\$410,780.00	4.00%			\$500,180.00	4.00%			\$467,510.00	
TOTAL ESTIMATED COST				\$8,626,280	\$13,004,610				\$12,155,230				

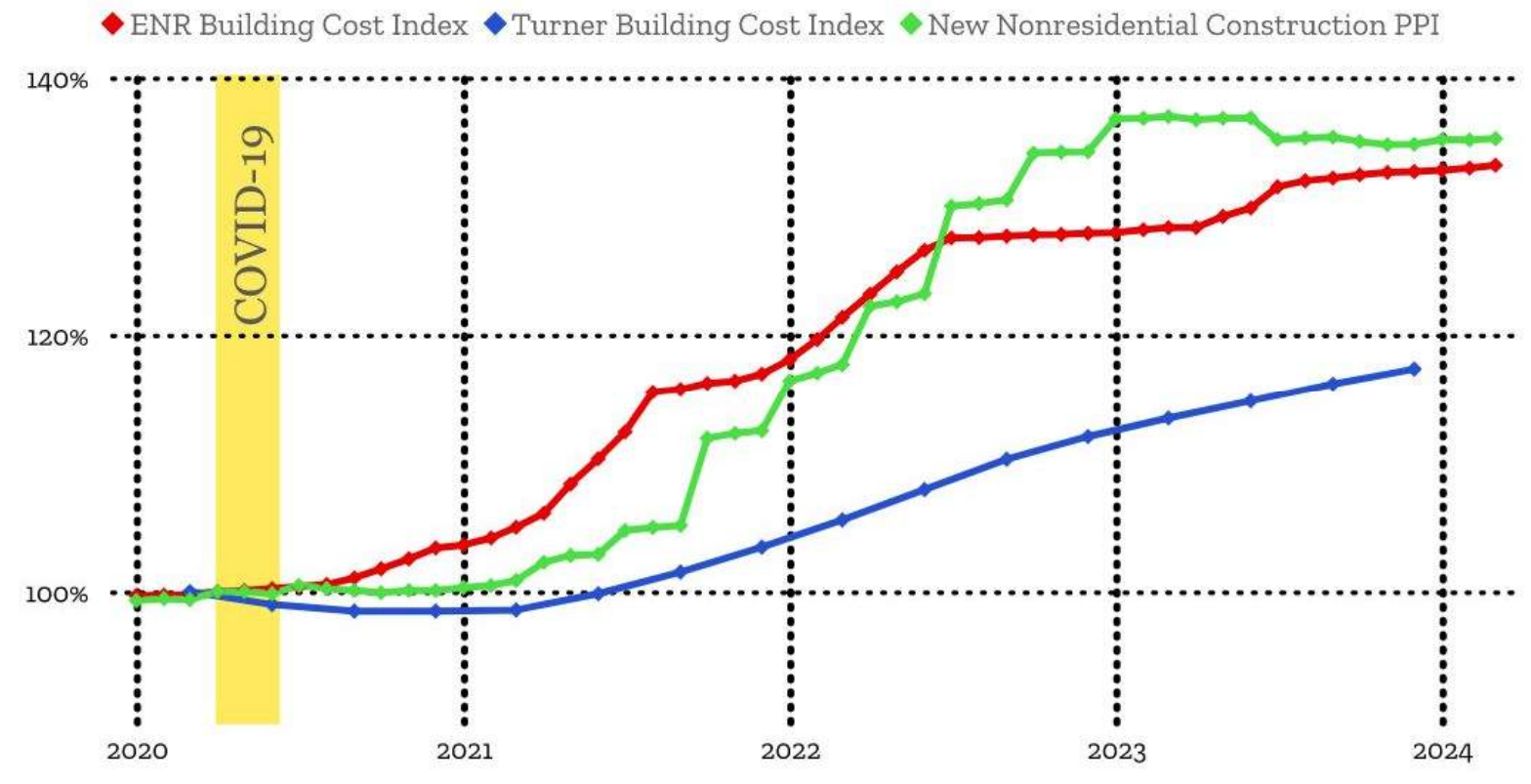
Market Analysis Construction Costs

COST OF CONSTRUCTION, NORTHEAST



Annual Growth +0.8% Quarterly Growth +0.5%

CONSTRUCTION COST INDICES, NATIONWIDE



Cost Summary / Value Engineering Schematic Design Estimate

Description	Amount	Totals	Rate	Cost per Unit
Construction Trade Cost	16,298,209			346.770 /sf
		16,298,209		346.770 /sf
Trade Soft Cost				
Prime Contractor Gen. Conditions	1,466,839		9.00 %	31.209 /sf
	1,466,839	17,765,048		377.980 /sf
Design & Estimating Contingency				
Design / Estimating Contingency	1,776,505		10.00 %	37.798 /sf
	1,776,505	19,541,553		415.778 /sf
Labor & Material Escalation				
Escalation Contingency	977,078		5.00 %	20.789 /sf
	977,078	20,518,631		436.567 /sf
Construction Contingency	2,051,863		10.00 %	43.657 /sf
	2,051,863	22,570,494		480.223 /sf
Owners Soft Cost				
CMA Fee / Supervision / GLI	643,778			13.697 /sf
Design / Engineering / Inspections	1,091,500			23.223 /sf
FF&E / Technology	150,000			3.191 /sf
Utility Connection Allowance	100,000			2.128 /sf
Incidental Costs / Miscellaneous / Other	500,000			10.638 /sf
Finance / Admin / Legal / Move Allowance	61,597			1.311 /sf
	2,546,875			534.412 /sf
Total		25,117,369		534.412 /sf



Cost Summary / Value Engineering Value Engineering

⚠ #1 (Pending) Reduce Generator to 150kw	-\$473,000	tbd
⚠ #2 (Pending) Eliminate PV array @ roof	-\$459,000	tbd
⚠ #3 (Pending) Delete L3 EV Charger	-\$104,000	tbd
⚠ #4 (Pending) Reduce Salt Barn Scope	-\$335,000	tbd
⚠ #5 (Pending) Site Lighting Quantity Reduction	-\$60,000	tbd
⚠ #6 (Pending) Eliminate Fuel Island Scope	-\$1,039,000	tbd
⚠ #7 (Pending) Revised site scope	\$0	tbd
✅ #8 (Accepted) Delete Vortec Storm Chamber	-\$74,000	tbd
✅ #9 (Accepted) PEMB Contractor Adjustment	-\$224,000	tbd
⚠ #10 (Pending) Eliminate Removal of Existing Admin	-\$211,000	tbd
⚠ #11 (Pending) Delete Clerestory Windows & PEMB Overrun	-\$100,000	tbd
⚠ #12 (Pending) Hybrid Building MEP Potential Savings	-\$138,000	tbd
⚠ #13 (Pending) Reduce Fencing Scope by 50%	-\$194,000	tbd



Town of Lansing

Thank you!

Questions?



Engineering
& Design

Accelerating success.



LANSING COMMUNITY LIBRARY UPDATE TO THE LANSING TOWN BOARD
June, 2024

Submitted by Annie Johnson

1. The library hosted a lecture on Food Safety given by Amalia Gonzalez Beary on June 12th.
2. The Book Club for Adults meets every Tuesday of the month in the community room.
3. Due to a staffing shortage, the library has adjusted the hours of operation. Mon/Tues 10-6, Wed/Thur 10-7, Fri/Sat 10-2. The library will be closed for Juneteenth.
4. T'ai Chi has been canceled for a few weeks - please consult the calendar for updates.
5. Caregiver and Child Movement and Martial Arts will be offered on Wednesdays in June at 1:00pm, no registration required. This is an introduction to Kali Filipino martial arts for toddlers and preschoolers.
6. Summer Reading Kickoff begins on June 22nd with a performance by Circus Culture. Registration for summer reading starts at 10:30, with the performance at 11am.
7. The Summer Reading program is in full swing! The theme is "Adventure Begins at the Library". There are many events planned throughout June, July and August. Please check the website or the library for a full calendar.
8. Don't forget that if the library is closed, you still have access to Libby, Hoopla, and Kanopy!
9. The library continues to provide free delivery to Woodsedge. The library also has a mobile wireless hotspot available for check out. The Wi-Fi is not password protected. The community is welcome to park in the lot to access the Internet.
10. Learn to play American Mah Jongg every Tuesday at 10:15am.
11. The library has an Empire Pass and passes to the Museum of the Earth and the Cayuga Nature Center available for check out. Board games, puzzles, story time kits, and STEAM kits are also available.
12. The library now offers free period products using an Aunt Flow dispenser.
13. Chair Yoga is offered every Monday at 10:00am.

**Lansing Youth Services
Town Board Report
June 2024**

Games in the Grass: Games in the Grass is a new program that is designed to get students outdoors to play all kinds of games. Field games have been popular, board games are also available to play when youth need a calmer time activity. Students have enjoyed court and field games like basketball, Jackpot, and Kan Jam. Blockus, Chess, Checkers, Simon, and Mastermind have been the most popular board games. 9 youth served.

Outdoor Adventure-Fishing Edition: Students had been expressing a large interest in fishing, so during this round of Outdoor Adventure fishing has been the focus. Traditional rods and reels will be used towards the end of the program, as the program began with simple ways of fishing, just a stick, line, hook and some weights. The group has also been catching crayfish, figuring out the best locations for a baitfish trap, and testing their skills at finding bait along the edge of the creek. Students made miniature fish weir's and are excited to make primitive fish funnels. 11 youth served.

Unusual Art: This program is all about making art in non-traditional ways outside, allowing for projects that can get messy, and are a whole lot of fun. The first day was rainy, so the group drew pictures that their partners were drawing on their backs, did a group draw using one marker and lots of duct tape, and finally were able to gather some sticks to make a Truffula forest. Students have made their own "chia pets", by carving dry foam used for artificial plants into the general shape of the body, then using spaghetti to create the finer details. Large scale portraits using natural materials is up next, as well and paint spinning and splatter painting. 10 youth served.

Outdoor Cooking: Cooking over the campfire has been the most popular method of cooking so far, with the group learning about what makes good cooking for the meal at hand. Banana boats, spider dogs and various kinds of S'mores have been enjoyed by all. The group is excited to make solar cookers and be able to take home their very own solar oven! 10 youth served.

Youth Employment: Youth employees have been working hard in their positions, while juggling year-end testing and studying. Lansing Youth Services has one assistant helping with programs, while the Lansing Public Library team is staying busy with all their various roles. One of the Lansing Youth Services assistants has been offered another job, which is always great to see them grow and progress to new opportunities! The youth employees who assisted with the Family Dinner did an amazing job and were great at receiving directions and responding quickly. 12 youth served.

Lansing Youth Services Annual Fishing Derby: This annual event will be back this year on June 15th, and the excitement is buzzing. The entire Elementary School and Middle School Families have been notified about this friendly fishing and casting competition and should see a lot of friends and families together for a great morning of fishing and fun!

TOWN OF LANSING

HIGHWAY REPORT

June 26, 2024

Tree & Brush Maintenance:

- Crews worked to improve line of sight issues throughout the Town.
- Mulching of the brush pile was completed.
- We are working diligently to mow roadsides throughout the Town.
- Working to expand the mulching/spoils location.
- Crews worked to clear remains of down trees from storms.

Water/Sewer Maintenance:

- Crews worked to repair water service breaks between 113-119 Ridge Road on Tuesday May 21st and near 170 Auburn Road Wednesday, May 29th. Great teamwork!
- We have started to locate/review potential lead pipe services on East Shore Drive.
- Crews are working to identify water valves in need of repair.
- Working with NYSEG to figure out power issue at Farrell Road pump station.

Road Maintenance:

- Crews have worked diligently to replace several cross-culvert pipes on Lansing Station Road and repair driveway culverts in preparation for paving.
- Worked to repair drainage on Beach Road.
- We have begun ditching throughout the Town and hydroseeding our ditching with Tompkins County Soil & Water.
- Crew worked to repair road cross pipe on Waterwagon in preparation for paving.
- Paving hoping to take place week of June 17th and June 24th. Micro-paving takes place week of 17th as well.

Garage Work:

- Thank you to the State Highway Mechanic, Zach for coming to help us identify the issue with our gradall.
- Dan and Andy worked to make repairs/get truck, roller, and paver up and running ready for paving.

Office:

- Mike attended the Bolton Point Commissioners meeting.
- Mike attended the PRC committee meeting.
- Mike and Jenna attended the Highway Barn meetings.
- Mike and Jamar attended the Cornell Local Road program (Highway School) at Ithaca College. Attended leadership, finance, and road maintenance workshops.
- Jenna attended a WQIP grant application webinar. It was very helpful.

- Jenna and Mike attended a demo for asset management with OpenGov.

Community:

- Meeting with taxpayers regarding issues.

Cross- Departmental Collaborations: None

New Highway Barn:

- Working with LeChase and Bergman to review Schematic Design.

Intermunicipal Work:

- Worked with Tompkins County cold milling Comfort Road.

Additional Points:

- Oakwood sewer pump station: replacement of pump, budget mod to move money.



June

Town Board Report

RECREATION:

- Current youth programs include baseball, softball, t-ball, horseback riding, swimming, and girls' open gym.
- Current adult programs include cardio step, strength and stretch and yoga chi.
- The new batting cage has been completed.
- Summer programs start next week.
- Our annual 10U and 12U baseball tournament will be held July 6th and 7th.
- The Town Barn field is currently rented by soccer and lacrosse groups.

PARKS:

- Our cheerleading group held a phenomenally successful car show at Myers Park on June 2nd.
- Guarded swimming at Myers Park will open for the season on July 1st.
- Our basketball courts at Myers and at the ballfields have been resurfaced.
- Ludlowville Park hosted a Juneteenth Celebration.
- We have repaired some drainage issues at Ludlowville Park.
- Myers Park is now open; we are charging admission and boat launch fees.
- Lansing Center Trail has two new bridges installed.
- We are working on a large drainage project at Lansing Center Trail as well as planting several new trees.
- The park restrooms continue to be a maintenance issue, we have repaired several leaks.
- We have already started to monitor Salt Point and Myers Park for HAB's.

BUILDINGS:

- The Community Center roof is in need of replacement, the roof is leaking.
- There are several holes in the roof of the schoolhouse, it is leaking.
- Red Cross Blood Drive in the Town Hall on July 26th.

**TOWN CLERK
JUNE 2024**

Cayuga Lake National Bank (CLNB)

Debbie and Jessie attended a very nice breakfast which was specifically for CLNB municipalities.

New York Association of Local Government Records Officers (NYALGRO) Conference – Alexandria Bay, NY, June 9-11, 2024

Debbie attended this conference which is for local government officers responsible for records upkeep and information management. The topics covered this year included: How to Start a Records Management Inventory, Developing a Policy and Procedure Manual, How to Setup a Simple Records Center, Round Table Discussions, Grant Applications, Public Officers Law / Open Meetings Law, and Freedom of Information Law (FOIL). This conference always has great information.

Flags

The Town Clerk's Office continues to monitor the flags. The Pride flag will be flown all month, and the POW flag was flown on May 27th.

Ethics Disclosure Statements

We received 99% of the completed Ethics Disclosure Statements back and they were given to the Board of Ethics for review.

Dog Enumeration

We are making progress on the dog enumeration. The enumerator has completed their census of dogs in the Town and Village. Since the enumeration started, we have licensed 344 new dogs. Our office is working to get the remaining dogs licensed.

NYS DEC Transition from Valeron to Plain Paper Licenses

The DEC will change the type of paper used for sporting licenses and tags from special license stock (Valeron) to plain paper. Our office will need to reconfigure to accommodate this change. This will start approximately August 1, 2024. Lifetime licenses will also be printed on plain paper and mailed to be received no later than September 1, 2024.

**TOWN OF LANSING, TOMPKINS COUNTY, NEW YORK
LOCAL LAW NUMBER __ OF 2024**

**TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW §3-C**

Be it enacted by the Town of Lansing as follows:

SECTION 1: LEGISLATIVE INTENT: This Local Law shall be known as “Local Law, Number __ of 2024”. It is the intent of Local Law Number __ of 2024 to override the limit on the amount of real property taxes that may be levied by the Town of Lansing, County of Tompkins pursuant to General Municipal Law §3-C, and to allow the Town of Lansing, County of Tompkins to adopt a Town budget for (a) Town purposes, and (b) any other special or improvement district, and Town improvements provided pursuant to Town Law Article 12-C, governed by the Town Board for the fiscal year beginning January 1, 2025 and ending December 31, 2025 that requires a real property tax levy in excess of the “Tax Levy Limit” as defined by General Municipal Law §3-C.

SECTION 2: AUTHORITY: This Local Law is adopted pursuant to subdivision 5 of General Municipal Law §3-C, which expressly authorizes the Town Board to override the Tax Levy Limit by the adoption of a Local Law approved by vote of at least sixty (60%) of the Town Board.

SECTION 3: TAX LEVY LIMIT OVERRIDE: The Town Board of the Town of Lansing, County of Tompkins is hereby authorized to adopt a budget for the fiscal year 2025 that requires a real property tax levy in excess of the limit specified in General Municipal Law §3-C.

SECTION 4: SEVERABILITY: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of the Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5: EFFECTIVE DATE: This Local Law shall take effect immediately upon filing with the Secretary of State.

**RESOLUTION SCHEDULING PUBLIC HEARING FOR LOCAL LAW NUMBER
OF 2024 – OVERRIDE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL
LAW § 3-C**

RESOLUTION 24-

**RESOLUTION SCHEDULING PUBLIC HEARING FOR PROPOSED LOCAL
LAW NUMBER __ OF 2024 A LOCAL LAW TO OVERRIDE THE TAX LEVY
LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW § 3-C**

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, the Town Board of the Town of Lansing is hereby authorized to adopt a budget for the fiscal year 2025; and

WHEREAS, said proposed Local Law proposes: (1) to override the limit on the amount of real property taxes that may be levied by the Town of Lansing, County of Tompkins pursuant to General Municipal Law § 3-C (2) pursuant to Town Law Article 12-C, governed by the Town Board for the fiscal year beginning January 1, 2025 and ending December 31, 2025 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law § 3-C; and

WHEREAS, this proposed Local Law if adopted pursuant to subdivision 5 of General Municipal Law § 3-C which expressly authorizes the Town Board to override the Tax Levy Limit by the adoption of a Local Law approved by a vote of at least sixty percent (60%) of the Town Board; and

WHEREAS, upon deliberation there upon, the Town Board of the Town of Lansing has hereby

RESOLVED, that a Public Hearing will be held on the 17th day of July, 2024, at 6:31 pm, to consider public input and comments upon such proposed Local Law, and to hear all persons, at 29 Auburn Road, Lansing, NY, interested in the subject thereof, and to take such action thereon as is required or permitted by law; and it is further

RESOLVED, that the Town Clerk of the Town of Lansing, Tompkins County, New York, is hereby authorized and directed to cause a Notice of Public Hearing to be published in the official newspaper of the Town of Lansing, and also to post a copy thereof on the Town signboard maintained by the Town Clerk, in accord with the law.

AIA[®] Document C132[®] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 17th day of June in the year 2024
(In words, indicate day, month and year.)

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

Town of Lansing, New York
29 Auburn Road
Lansing, NY 14882
(607) 533-7054

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

LeChase Construction Service, LLC
609 Erie Boulevard West
Syracuse, NY 13024
(315) 423-0015

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

Highway Renovation Project's Building and Site Programming
Lansing Highway Department
10 Town Barn Road
Lansing, NY 14882

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

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C
280 East Broad Street, Suite 200
Rochester, NY 14604
(585) 232-5135

The Owner and Construction Manager agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Highway Renovation Project's Building and Site Programming

§ 1.1.2 The Project's physical characteristics:

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

New Town highway garage facility, relocate and construct new salt barn, new fueling island, convert existing truck garage to Cold Storage

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

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

The Town of Lansing has approved a Bond amount of Fifteen Million Dollars (\$15,000,000.00) for the Project. Cost of construction "work" is expected to be around \$12.8 million, with \$2.2 million of incidental/soft costs.

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

- .1 Design phase milestone dates, if any:

Dates provided by Colliers for OACM meeting on 3/28/24:

Schematic Design – 3/4/24 – 4/26/24
Design Development – 4/29/24 – 6/21/24
Construction Documents – 6/24/24 – 10/11/24
Bid Phase – 10/14/24 – 11/8/24
Project Award / Contracts – 11/11/24 – 12/6/24
Construction Phase – 12/7/24 - TBD

.2 Construction commencement date:

Estimated (Based on Town approved LeChase proposal dated 11/17/23):
December 2024

.3 Substantial Completion date or dates:

Estimated November 2025 (this is based on our proposal date, actual construction duration to be establish once scope is determined.

.4 Other milestone dates:

None

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

Competitive Bid with multiple bid packages per Wicks Law, with phased construction for new structure and modifications to the existing building.

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

None

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

None

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

**§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)**

**§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)**

Mr. Michael Moseley
Highway Superintendent
Town of Lansing – Highway Department

Init.

10 Town Barn Road
Lansing, NY 14882
Ph:607-533-4328

§ 1.1.10 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

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

.1 Land Surveyor:

T.G. Miller, P.C. Engineers and Surveyors
605 West State Street, Suite A
Ithaca, NY 14851
(607) 272 6477

.2 Geotechnical Engineer:

Foundation Design, P.C.
46A Sager Drive
Rochester, NY 14607
(585) 458-0824
(A subconsultant to Bergmann Associates / Colliers)

.3 Civil Engineer:

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.
280 East Broad Street
Suite 200
Rochester, NY 14604
(585) 232-5135

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Init.

Lee Sommerman – Senior Vice President
Laird Updyke – Project Executive
609 Erie Boulevard West
Syracuse, NY 13204
(315) 423-0015

§ 1.1.13 The Construction Manager’s staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

§ 1.1.14 The Construction Manager’s consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

§ 1.1.15 The Construction Manager’s consultants retained under Supplemental Services:

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager’s services, schedule for the Construction Manager’s services, and the Construction Manager’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. The Owner will contract directly with one or more contractors to provide the labor, materials, equipment, and services to complete the Work, herein after referred to as "Contractors" or "Prime Contractors" or "Multiple Prime Contractors."

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

(Paragraph deleted)

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

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

§ 2.2.1 intentionally deleted

Init.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B201-2017, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

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

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement

§ 2.8.1 Commercial General Liability with policy limits of not less than Five Million Dollars (\$5,000,000.00) for each occurrence and Nine Million Dollars (\$9,000,000.00) in the aggregate for bodily injury and property damage.

CGU policies shall include personal and advertising injuries, products and completed operations aggregate coverages, XCU Hazard coverages, and contain Contractual Liability Broad Form coverages. All CGU and all other policies and coverages required under this Agreement shall also:

- . Name the Owner as an Additional Insured, and Owner shall be notified of any changes in coverages, endorsements, or cancellations no less than 30 days before any changes take effect.
- A. Be written for not less than minimum amounts herein stated, or greater if required by law, except that if Construction Manager procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein.
- B. Require that all Construction Manager's insurances shall be primary to any insurance maintained by Owner or its affiliates, and Owner's coverages shall be secondary and non-contributory to such insurances. All coverage shall include defense costs and shall apply to any liability arising from Construction Manager's acts, errors, or omissions.
- C. Require all CGO coverages to apply on a per project and per location basis.
- D. Waives any and all rights of subrogation against Owner and its affiliates, and each such insurance policy shall be endorsed to waive (or shall expressly waive) subrogation rights and claims against Owner and Additional Insureds. However, the existence or non-existence of such waiver or endorsement shall not affect Construction Manger's waivers or subrogation.
- E. Provide that all insurance and policies be written on an occurrence basis, except for professional liability insurance, which may be written on a claims-made basis. If any coverage is written on a claims-made basis, any

Init.

retroactive date shall be no later than the effective date of this Agreement and continuous coverage shall be maintained, or an extended discovery period will be exercised, for a period of six years beginning from the time that services under this agreement are completed.

F. Provide that any deductibles or self-insured retentions shall be the sole responsibility of Construction Manger, and further that all coverages shall apply for the benefit of Owner and all Additional Insureds as if no deductible or self-insured retention applied.

G. Provide that all policies or provisions relating to products, completed operations and professional liability shall survive the termination or expiration of this Agreement.

§ 2.8.1.1 Construction Manager shall furnish to Owner, upon request, certificates of insurance evidencing all identified insurance coverages (including without limitation, an Acord form) and, at least 30 days prior to the expiration of any policy, certificates evidencing additional or renewal policies. The failure to request or furnish certificates, or of any certificate, policy, or coverage, to meet the requirements of this Agreement, shall not excuse compliance herewith, nor constitute or be construed as a waiver by Owner or any Additional Insured.

§ 2.8.1.2 Construction Manager shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Construction Manager shall bear the risk of loss with respect to any of its expenses or loss of income or profits.

§ 2.8.1.2 All subcontractors and consultants of Construction manager hired in respect of this project shall be required to carry and meet all of the insurance requirements state here, in including but not limited to coverage limits, primary-non-contributory coverage terms, additional insured requirements, and waivers of subrogation respecting and running in favor of Owner.

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

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$1,000,000).

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services and Contractor's Pollution Liability with policy limits of not less than Five Million Dollars (\$5,000,000) per claim and) in the aggregate.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. However whenever coverage is not disclaimed and provided, then to the extent of coverage provided and actually paid, the insurance to be provided by the Contractors in accordance with Section 5.18 shall be primary with respect to any insurance coverage arranged for and required by Construction Manager under this Agreement.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall establish Procore as the project management software for the Owner, Architect, and other Project participants.

§ 2.10
(Paragraphs deleted)
Intentionally omitted

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

§ 2.12 Subject to general insurance requirements set forth in the clauses and subsections of § 2.8 above, Owner shall purchase and maintain "all risk" Builder's Risk insurance upon the entire Project Work to the full completed and stored value thereof on a replacement cost basis. The policy shall name Owner, Construction Manager and Contractors as insured or additionally insured parties, and shall insure against all perils, with waivers of subrogation against any insured. Copies of all policies shall be promptly delivered to Construction Manager. Coverage shall apply to materials and property in storage, off premises, or in transit to the Project site. If the policy contains a deductible, Owner or Contractors shall be liable to the full extent of the deductible.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services coordination and scheduling, cost estimating, and allocation of construction activities among the Prime Contractors. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.2 Preconstruction and Bidding Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that may include, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect’s review and Owner’s approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project’s design documents. Notwithstanding anything herein to the contrary, Construction Manager will provide two (2) estimates during the Preconstruction Phase as part of the Basic Services: one (1) at the conclusion of the Schematic Design phase and one (1) after the detailed Design Development phase. Any additional estimates shall be considered Additional Services. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect’s review and the Owner’s approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the services of surveyors, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

(Paragraph deleted)

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the issuance of the Bidding Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda. Prior to the issuance of bid documents, the Construction Manager shall provide input and seek the Owner's direction as to the form and content of any proposed agreement between the Owner and Contractor to be included in the bid documents.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, , shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

(Paragraph deleted)

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below, as may be modified by Supplementary General Conditions. If the Owner and Contractor enter into Supplementary General Conditions, then those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the execution of the initial Contract for Construction and terminates upon Final Completion and Final Payment, provided that in the event the duration of Basic Services is extended beyond the anticipated duration of the Project, through no fault of the Construction Manager, the Construction Manager's services for the extended period are compensated as provided in Article 11.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

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§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Multiple Prime Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner’s occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct regular meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Multiple Prime Contractors, the Construction Manager shall coordinate the overall sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. The Construction Manager shall advise the Owner regarding the performance by each of the Contractors. Disputes between any of the Contractors relating to the execution or progress of the Work or the interpretation of the requirements of the Contract Documents (except interpretations of the drawings and specifications which shall be referred to the Architect) shall be referred to the Construction Manager who will make such recommendations to the Owner as Construction Manager may deem necessary for the proper execution and timely progress of the Project.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor’s cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager’s progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor’s Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor’s Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Multiple Prime Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager

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receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are based upon (1) an evaluation of the Work for conformance with the Contract Documents; (2) results of tests or inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager at time of certification expressed in writing to owner and architect. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Prime Contractor solely and exclusively for purposes of coordinating the safety programs with and those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. Construction Manager shall not be responsible for safety of the Work or Prime Contractor's means and methods and has no ability to control safety activities or stop work for safety-related reasons.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of known, reported, observed or suspected defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect and the Owner about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control

over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review and provide comments on proposed change orders and assist the Owner in negotiating change orders. After Change Orders or Construction Change Directives are prepared and signed by the Architect, the Construction Manager shall submit same to Owner for approval and execution. The Owner shall have the final approval or rejection of any Change Order or Construction Change Directive.

§ 3.3.18 The Construction Manager shall assist the Architect and Owner in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

(Paragraphs deleted)

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§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 ; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

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§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security by others of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor and the Architect, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall monitor the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager together with the Architect shall evaluate the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld.

§ 3.3.30 Nothing in this Agreement shall be deemed to require, or authorize, or permit Construction Manager to perform any act which would constitute design services, testing or technical inspection services, or the practice of architecture, professional engineering, certified public accounting or law. The recommendation, advice, budgetary information and schedules to be furnished by Construction Manager under this Agreement are for the sole use of Owner and shall not be deemed to be representations or warranties or guarantees, or constitute the performance of licensed professional services. It is expressly understood that Construction Manager is not the guarantor or insurer of the Contract Documents, including the plans and specifications, or of any Work which is to be performed and managed by others.

§ 3.3.31 Nothing in this Agreement shall be construed to mean that Construction Manager assumes any of the responsibilities or duties of the Architect or other Design Professionals. The Architect is solely responsible for Project design and for performing in accordance with the agreement between the Architect and the Owner.

§ 3.3.32 Prompt written notice shall be given by the Construction Manager to the Owner and Architect if the Construction Manager becomes aware of any defect in the Work performed by the Contractors or Contractors' nonconformance with the Contract Documents. However, this provision shall not require the Construction Manager to notify the Owner of minor defects which are dealt with by the Architect or Construction Manager on a routine continuing basis.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	Architect
§ 4.1.1.2 Tenant-related services	Not Provided
§ 4.1.1.3 Commissioning	Not Provided
§ 4.1.1.4 Development of a commissioning plan	Not Provided
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Architect
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Not Provided
§ 4.1.1.8 Assistance with site selection	Not Provided
§ 4.1.1.9 Assistance with selection of the Architect	Not Provided
§ 4.1.1.10 Furnish land survey	Not Provided
§ 4.1.1.11 Furnish geotechnical engineering services	Not Provided
§ 4.1.1.12 Provide insurance advice	Not Provided
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Not Provided
§ 4.1.1.14 Stakeholder relationships management	Not Provided
§ 4.1.1.15 Owner moving coordination	Not Provided
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Not Provided
§ 4.1.1.17 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

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

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

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraph deleted)

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3. The Additional Services described in this Article are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Additional Services described in this Article shall only be provided if authorized in writing by the Owner. The Construction Manager will notify the owner in writing when Additional Services are necessary to secure written authorization to proceed from the Owner. Notwithstanding the foregoing, Construction Manager shall not be required to receive prior written notice before providing the Additional Services described in Section 4.3.2.3 if such prior notice cannot be obtained but shall provide notice of same as soon as possible thereafter. Notwithstanding anything to the contrary in this Agreement, Owner shall not be responsible to pay and the Construction manager shall not be entitled to receive compensation for any Additional Services if such services were required due to the fault of the Construction Manager or the Construction Manager's failure to perform in accordance with the terms of this Agreement, provided that nothing herein shall require Construction Manager to proceed with Additional Services directed by Owner if the Owner and Construction manager dispute whether such Additional Services are required due to the fault of the Construction manager or the Construction manager's failure to perform in accordance with the terms of the Agreement.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- L.2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Any event giving rise to a change in the Work that impacts the schedule and/or creates increased responsibility or need of service of the Construction Manager by no fault of its own.

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

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

(Paragraph deleted)

§ 4.2.5 If the services covered by this Agreement have not been completed within the anticipated durations for each applicable Phase of Basic Services as set forth herein,, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

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

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B201-2017., The Owner shall provide the Construction Manager with a copy of the agreement executed between the Owner and Architect, and any further modifications to the agreement.

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

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

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraphs deleted)

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

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

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

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

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

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(Paragraphs deleted)

§ 5.17 Owner shall provide or require the Prime Contractors to provide Construction Manager with suitably furnished office space convenient to the Project, with phone and internet service.

§ 5.18 Owner shall include in all Contract Documents a requirement that any Prime Contractors having a contract with the Owner shall indemnify Construction Manager to the same extent that the Prime Contractors are required to indemnify Owner. In addition, Owner shall require that Prime Contractors name Construction Manager as additional insured on all insurance policies provided for the Project, except Worker's Compensation and Professional Liability.

§ 5.19 The Owner shall require the Contractors and for those whom the Contractor is responsible for to provide, by appropriate agreements, written where legally required for validity, waivers of subrogation on all policies each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of

the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner's, or from any estimate, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

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

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

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

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in a court of competent jurisdiction located in Tompkins County, New York, said venue and jurisdiction being the sole and exclusive venue for any claims arising under this Agreement. Claims, disputes, or other matters in question between the Parties arising out of or relating to this Agreement, or breach thereof, shall be subject to and decided by the laws of the State of New York.

§ 8.1.2 To the extent damages are covered by insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Supplemental Conditions, if any. The Owner or

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the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.1.3.1 To the fullest extent permitted by law, Owner will indemnify, defend and hold Construction Manager and its officers, directors and employees harmless from and against all third party claims, damages, judgments, losses, demands, actions and expenses (including reasonable attorney’s fees and expenses) by reason of any action taken or not taken, or recommendations made or not made by Construction Manager, provided same (i) are within the Scope of Construction Manager’s authority or services hereunder (or hereafter made part of the services, such as being Additional Services or Supplementary Services) and (ii) do not constitute fault, negligence or misconduct on part of Construction Manager. In addition, the Owner shall cause all Contractors to agree to indemnify the Owner and Construction Manager and hold them harmless from all claims that may arise out of the Contractor’s work on the Project.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable to all consequential, incidental, indirect, special, punitive, or exemplary damages arising out of or related to the agreement, whether based on contract, tort, law or equity, and further including but not limited to claims seeking redress for any loss of profits, loss of the benefits of use, or loss of business, even if Contractor is apprised of the likelihood of such damages and even if such damage or loss was foreseeable. It is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, a disclaimer of warranties, or an exclusion of damages is intended by the parties to be severable from any other provision and be a separable and independent element of risk allocation, duly intended to be enforced as such.

This mutual waiver is applicable, without limitation, to all damages waivers set forth above due to either party’s termination of this Agreement, except as specifically provided in Section 9.7

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager’s option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager’s services. The Construction Manager’s fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 9.3.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, the Construction Manager shall be entitled to compensation for services performed prior to such

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order being issued. When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction manager's services.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Both parties shall have the opportunity to cure or to commence to cure prior to the expiration of the seven (7) day period (except that the Owner's failure to make payments due in accordance with this Agreement must be cured within said 7 day period) in which case the notice of termination shall be deemed withdrawn and with no force or effect.

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

§ 9.6 In the event of termination for any reason that is not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, including compensation for authorized Supplemental Services, together with Reimbursable Expenses then due and any costs incurred by reason of such termination.

(Paragraphs deleted)

§ 9.6.3 In the event this Agreement is terminated by the Construction Manager for substantial nonperformance by Owner, Construction Manager shall be entitled to be paid the amounts set forth in 9.6 above, plus any other damages for breach of contract to which it is entitled by law, subject in all cases to the disclaimers, limitations, and waivers as set forth in this Agreement, including but not limited to how claims and damages are affected by each thereof or the other terms, covenants, and conditions of this Agreement.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 The Fee for Construction Phase Services is based on one full-time, on-site representative. If additional on-site personnel are required by Owner, then such on-site personnel shall be provided at agreed-upon hourly rates.

. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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

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

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

(Paragraphs deleted)

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ARTICLE 11 COMPENSATION

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

§ 11.1.1 For Preconstruction and Bidding Phase Services in Section 3.2 and for Construction and Close-Out Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Owner shall pay Construction Manager a stipulated sum of \$643,778 (Six hundred forty-three thousand seven hundred seventy-eight dollars) payable in ten (10) monthly installments of sixteen thousand dollars (\$16,000) for Preconstruction/ Bidding AND Fourteen (14) monthly installments of thirty-three thousand (\$33,000) for Construction AND one (1) monthly installment of twenty-one thousand seven hundred seventy-eight (\$21,778) for Close-Out.

The stipulated sum set forth herein as compensation for Basic Services includes the Construction Manager’s charges for personnel assigned to the Project, fringe and employment benefits, payroll taxes (FICA, FUTA, and SUTA), reimbursables (except as otherwise set forth in Section 11.6), general overhead and profit.

(Paragraphs deleted)

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§ 11.2 For the Construction Manager’s Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The Construction Manager will provide any Additional Services as defined in Article 4.2 and 4.3 upon the written request of the Owner. Owner shall pay Construction Manager for Additional Services in accordance the hourly rates set forth in Section 11.5 for the time devoted by Construction Manager’s personnel to providing Additional Services, plus those Reimbursable Expenses set forth in Section 11.6. Payment shall be made by Owner to Construction Manager for such Additional Services on a monthly basis without retention.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

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

The Construction manager will provide any Additional Services as defined in Article 4.2 and 4.3 upon the written request of the Owner. Owner shall pay Construction Manager for Additional Services in accordance the hourly rates set forth in Section 11.5 for the time devoted by Construction manager’s personnel to providing Additional Services, plus those Reimbursable Expenses set forth in Section 11.6. Payment shall be made by Owner to Construction Manager for such Additional Services on a monthly basis without retention.

(Paragraphs deleted)

§ 11.5 The hourly billing rates for services of the Construction Manager for Additional Services in Section 11.2 and 11.3 and for extended Basic Services as set forth below.. The rates are inclusive of all benefits, taxes, overhead and profit and shall not be subject to audit. The rates shall be adjusted in accordance with the Construction Manager’s normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Senior Vice President	\$175/hr
Project Executive /VP	\$175/hr
Project Manager	\$125/hr
Superintendent (On-Site)	\$125/hr
Technical Services	\$120/hr
Safety Manager	\$100/hr
Accounting / Project Admin	\$85/hr
Employee or Category	Rate (\$0.00)

Rates for any other personnel required for Additional Services shall be mutually agreed upon by the parties.

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional *(Paragraphs deleted)*

Services, Owner shall pay to Construction Manager the amount of all charges ("Reimbursable Expenses") in connection with Basic, Supplemental, and Additional Services for the following purposes:

- .1 Travel to and from destinations outside the Town of Lansing, provided that all such travel must be pre-approved by the owner.
- .2 Project photographs, blue printing and other reproductions; and;

(Paragraph deleted)

- .3 Purchases of site office and safety supplies.;

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants.

(Paragraphs deleted)

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 Intentionally Omitted.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly on the basis set forth in Section 11.1 for Basic Services, on the basis set forth in Sections 11.2 and 11.3 for Additional Services, and for Reimbursable Expenses as set forth in Section 11.6.. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

Two % (2%) , annual percentage rate, non-compounded.

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

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times provided, however, the rates are not subject to audit by Owner.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

§ 12.1 Construction Manager and Owner shall not be responsible for the consequences of Acts of God (such as tornado, flood, hurricane, etc.) each other's, Architects', consultants', Contractors' or vendors' (and their respective agents', employees', consultants', vendors', and subcontractors') acts, omissions to act, or failures to timely act; strikes, lockouts or other labor disturbances; riots, insurrections, or civil commotions; embargoes; shortage or unavailability of materials, supplies, labor and equipment, fire; unavoidable casualties; sabotage; vandalism; the requirements of law, statutes, regulations and other legal requirements or government authorities; casualties requiring reconstruction or repair of the Project or any part thereof; mold; site conditions; or any other matters beyond the reasonable control of Construction Manager or Owner.

§ 12.2 In the event that any term or provision, or part thereof, of the Agreement is held to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this Agreement is subject, such term or provision, or part thereof, shall be deemed severed from this Agreement and the remaining term (s) and provision, or part thereof, shall be deemed severed from this Agreement and the remaining term (s) and provision(s) shall remain unaffected thereby.

§ 12.3 Neither party shall unreasonably withhold or delay its consent or approval when requested by the other party.

§ 12.4 intentionally deleted

§ 12.5 This Agreement may not be orally amended, modified or terminated. This Agreement shall bind the successors and assigns of the respective parties.

§ 12.6 Any notice required to be given by the terms and provisions of this Agreement or by any law or governmental regulation, either by Owner or Construction Manager, shall be in writing and shall be deemed to have been served and given when sent by nationally recognized overnight carrier addressed to 609 Erie Boulevard West, Syracuse, NY 13204 for Construction Manager, with a copy to LeChase Construction Services, LLC, 205 Indigo Creek Drive, Rochester, New York 14626, Attn: General Counsel , and for Owner at the respective addresses set forth on the first page of this Agreement.

§ 12.7 The Construction Manager, as part of Basic Services, shall make a written record of all meetings, conferences, and decisions made between or among the Owner, Architect and/or Contractor(s), during the construction phase of the Project and which Construction Manager is a party to or aware of and considering any material condition or change in the requirement, scope, performance, and/or sequence of the Work, and provide a copy of such records to the Owner upon request. Such records shall include maintenance of a log to record the processing of all documents such as payment applications, change orders, request for information, etc. It is understood that the Construction Manager will prepare and provide a written record of weekly progress meetings held during the construction phase. In addition, the Construction Manager shall maintain minutes for pre-construction phase meetings held by the Owner, Architect and Construction Manager where the Construction Manager is present (limited to one per month).

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

- .2 AIA Document

(Paragraphs deleted)

A201-2017, General Conditions of the Contract for Construction.

(Paragraphs deleted)

- .4 Other documents:

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

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



OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Lee Sommerman, Sr Vice President



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Additions and Deletions Report for AIA® Document C132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:46:05 ET on 06/17/2024.

PAGE 1

AGREEMENT made as of the 17th day of June in the year 2024

...

Town of Lansing, New York
29 Auburn Road
Lansing, NY 14882
(607) 533-7054

...

LeChase Construction Service, LLC
609 Erie Boulevard West
Syracuse, NY 13024
(315) 423-0015

...

Highway Renovation Project’s Building and Site Programming
Lansing Highway Department
10 Town Barn Road
Lansing, NY 14882

...

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C
280 East Broad Street, Suite 200
Rochester, NY 14604
(585) 232-5135

PAGE 2

Highway Renovation Project’s Building and Site Programming

...

New Town highway garage facility, relocate and construct new salt barn, new fueling island, convert existing truck garage to Cold Storage

...

The Town of Lansing has approved a Bond amount of Fifteen Million Dollars (\$15,000,000.00) for the Project. Cost of construction "work" is expected to be around \$12.8 million, with \$2.2 million of incidental/soft costs.

...

Dates provided by Colliers for OACM meeting on 3/28/24:
Schematic Design – 3/4/24 – 4/26/24
Design Development – 4/29/24 – 6/21/24
Construction Documents – 6/24/24 – 10/11/24
Bid Phase – 10/14/24 – 11/8/24
Project Award / Contracts – 11/11/24 – 12/6/24
Construction Phase – 12/7/24 - TBD

PAGE 3

Estimated (Based on Town approved LeChase proposal dated 11/17/23):
December 2024

...

Estimated November 2025 (this is based on our proposal date, actual construction duration to be establish once scope is determined).

...

None

...

Competitive Bid with multiple bid packages per Wicks Law, with phased construction for new structure and modifications to the existing building.

...

None

...

None

...

Mr. Michael Moseley
Highway Superintendent
Town of Lansing – Highway Department
10 Town Barn Road
Lansing, NY 14882
Ph:607-533-4328

PAGE 4

T.G. Miller, P.C. Engineers and Surveyors
605 West State Street, Suite A
Ithaca, NY 14851
(607) 272 6477

...

Foundation Design, P.C.
46A Sager Drive
Rochester, NY 14607

(585) 458-0824
(A subconsultant to Bergmann Associates / Colliers)

...

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.
280 East Broad Street
Suite 200
Rochester, NY 14604
(585) 232-5135

PAGE 5

Lee Sommerman – Senior Vice President
Laird Updyke – Project Executive
609 Erie Boulevard West
Syracuse, NY 13204
(315) 423-0015

...

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager’s services, schedule for the Construction Manager’s services, and the Construction Manager’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. The Owner will contract directly with one or more contractors to provide the labor, materials, equipment, and services to complete the Work, herein after referred to as "Contractors" or "Prime Contractors" or "Multiple Prime Contractors."

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will~~ may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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

...

§ 2.2.1 intentionally deleted

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document ~~B132™–2019, B201–2017~~, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner’s other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner’s other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error,

~~omission, omissions, or inconsistency in such services or information-information, in its capacity as a Construction Manager only.~~

PAGE 6

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

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7. Agreement~~

§ 2.8.1 Commercial General Liability with policy limits of not less than ~~(\$—)Five Million Dollars (\$5,000,000.00)~~ for each occurrence and ~~(\$—)Nine Million Dollars (\$9,000,000.00)~~ in the aggregate for bodily injury and property damage.

CGU policies shall include personal and advertising injuries, products and completed operations aggregate coverages, XCU Hazard coverages, and contain Contractual Liability Broad Form coverages. All CGU and all other policies and coverages required under this Agreement shall also:

. Name the Owner as an Additional Insured, and Owner shall be notified of any changes in coverages, endorsements, or cancellations no less than 30 days before any changes take effect.

A. Be written for not less than minimum amounts herein stated, or greater if required by law, except that if Construction Manager procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein.

B. Require that all Construction Manager's insurances shall be primary to any insurance maintained by Owner or its affiliates, and Owner's coverages shall be secondary and non-contributory to such insurances. All coverage shall include defense costs and shall apply to any liability arising from Construction Manager's acts, errors, or omissions.

C. Require all CGO coverages to apply on a per project and per location basis.

D. Waives any and all rights of subrogation against Owner and its affiliates, and each such insurance policy shall be endorsed to waive (or shall expressly waive) subrogation rights and claims against Owner and Additional Insureds. However, the existence or non-existence of such waiver or endorsement shall not affect Construction Manger's waivers or subrogation.

E. Provide that all insurance and policies be written on an occurrence basis, except for professional liability insurance, which may be written on a claims-made basis. If any coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of this Agreement and continuous coverage shall be maintained, or an extended discovery period will be exercised, for a period of six years beginning from the time that services under this agreement are completed.

F. Provide that any deductibles or self-insured retentions shall be the sole responsibility of Construction Manger, and further that all coverages shall apply for the benefit of Owner and all Additional Insureds as if no deductible or self-insured retention applied.

G. Provide that all policies or provisions relating to products, completed operations and professional liability shall survive the termination or expiration of this Agreement.

§ 2.8.1.1 Construction Manager shall furnish to Owner, upon request, certificates of insurance evidencing all identified insurance coverages (including without limitation, an Acord form) and, at least 30 days prior to the expiration of any policy, certificates evidencing additional or renewal policies. The failure to request or furnish certificates, or of any certificate, policy, or coverage, to meet the requirements of this Agreement, shall not excuse compliance herewith, nor constitute or be construed as a waiver by Owner or any Additional Insured.

§ 2.8.1.2 Construction Manager shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Construction Manager shall bear the risk of loss with respect to any of its expenses or loss of income or profits.

§ 2.8.1.2 All subcontractors and consultants of Construction manager hired in respect of this project shall be required to carry and meet all of the insurance requirements state here, in including but not limited to coverage limits, primary-non-contributory coverage terms, additional insured requirements, and waivers of subrogation respecting and running in favor of Owner.

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

PAGE 7

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. One Million Dollars (\$1,000,000).

...

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services and Contractor's Pollution Liability with policy limits of not less than (\$) per claim and (\$) in the aggregate. Five Million Dollars (\$5,000,000)per claim and) in the aggregate.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. However whenever coverage is not disclaimed and provided, then to the extent of coverage provided and actually paid, the insurance to be provided by the Contractors in accordance with Section 5.18 shall be primary with respect to any insurance coverage arranged for and required by Construction Manager under this Agreement.

PAGE 8

§ 2.9 The Construction Manager shall assist establish Procore as the project management software for the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data participants.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following: (List any items to be included that are not listed in Article 3 of E203-2013.)

Intentionally omitted

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§ 2.12 Subject to general insurance requirements set forth in the clauses and subsections of § 2.8 above, Owner shall purchase and maintain "all risk" Builder's Risk insurance upon the entire Project Work to the full completed and stored value thereof on a replacement cost basis. The policy shall name Owner, Construction Manager and Contractors as insured or additionally insured parties, and shall insure against all perils, with waivers of subrogation against any insured. Copies of all policies shall be promptly delivered to Construction Manager. Coverage shall apply to materials and property in storage, off premises, or in transit to the Project site. If the policy contains a deductible, Owner or Contractors shall be liable to the full extent of the deductible.

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The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase ~~Services. Services coordination and scheduling, cost estimating, and allocation of construction activities among the Prime Contractors.~~ Services not set forth in this Article 3 are Supplemental or Additional Services. ~~The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.~~

§ 3.2 Preconstruction Phase Preconstruction and Bidding Phase

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§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that ~~includes, at a minimum, may include,~~ the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

PAGE 9

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents. Notwithstanding anything herein to the contrary, Construction Manager will provide two (2) estimates during the Preconstruction Phase as part of the Basic Services: one (1) at the conclusion of the Schematic Design phase and one (1) after the detailed Design Development phase. Any additional estimates shall be considered Additional Services. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work

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§ 3.2.9 As the Architect progresses with the preparation of ~~the Schematic Design, the~~ Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the ~~Schematic Design,~~ Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

...

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the ~~professional~~ services of surveyors, ~~geotechnical engineers,~~ special consultants, and construction materials testing required for the Project.

PAGE 10

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and ~~quasi-governmental~~quasi-governmental authorities for inclusion in the Contract Documents.

~~§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.~~

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the ~~development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents.~~ issuance of the Bidding Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda. Prior to the issuance of bid documents, the Construction Manager shall provide input and seek the Owner's direction as to the form and content of any proposed agreement between the Owner and Contractor to be included in the bid documents.

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§ 3.2.21 The Construction Manager, ~~with the assistance of the Architect,~~ shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

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~~§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth ~~below and in AIA Document A232™ 2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.~~ If the Owner and Contractor modify AIA Document A232 2019, below, as may be modified by Supplementary General Conditions. If the Owner and Contractor enter into Supplementary General Conditions, then those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the ~~award~~execution of the initial Contract for Construction and terminates ~~on the date the Architect issues the final Certificate for Payment upon Final Completion and Final Payment, provided that in the event the duration of Basic Services is extended beyond the anticipated duration of the Project, through no fault of the Construction Manager, the Construction Manager's services for the extended period are compensated as provided in Article 11.~~

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§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Multiple Prime Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project

schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct regular meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Multiple Prime Contractors, the Construction Manager shall ~~review, analyze, schedule and~~ coordinate the overall sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work.

PAGE 11

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. The Construction Manager shall advise the Owner regarding the performance by each of the Contractors. Disputes between any of the Contractors relating to the execution or progress of the Work or the interpretation of the requirements of the Contract Documents (except interpretations of the drawings and specifications which shall be referred to the Architect) shall be referred to the Construction Manager who will make such recommendations to the Owner as Construction Manager may deem necessary for the proper execution and timely progress of the Project.

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- .2 Where there is more than one Multiple Prime Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. ~~The foregoing representations are subject to based upon~~ (1) an evaluation of the Work for conformance with the ~~Contract Documents upon Substantial Completion;~~ (2) ~~results of subsequent tests and Documents;~~ (2) results of tests or inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the ~~Construction Manager. Manager at~~ time of certification expressed in writing to owner and architect. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

PAGE 12

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Prime Contractor solely and exclusively for purposes of coordinating the safety programs with and those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. Construction Manager shall not be responsible for safety of the Work or Prime Contractor's means and methods and has no ability to control safety activities or stop work for safety-related reasons.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of

known, reported, observed or suspected defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect and the Owner about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide Specifications with its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents and provide comments on proposed change orders and assist the Owner in negotiating change orders. After Change Orders or Construction Change Directives are prepared and signed by the Architect, the Construction Manager shall submit same to Owner for approval and execution. The Owner shall have the final approval or rejection of any Change Order or Construction Change Directive.

§ 3.3.18 The Construction Manager shall assist the ~~Initial Decision Maker~~ Architect and Owner in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.
PAGE 13

~~§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.~~

~~§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.~~

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- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and

PAGE 14

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security by others of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

...

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that ~~Contractor, Contractor and the Architect~~, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall ~~coordinate~~ monitor the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager ~~shall perform an inspection to confirm together with the Architect shall evaluate~~ the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

...

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the ~~Owner, Construction Manager, Architect, and Contractors.~~ Owner and Construction Manager. Consent shall not be unreasonably withheld.

§ 3.3.30 ~~Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance. Nothing in this Agreement shall be deemed to require, or authorize, or permit Construction Manager to perform any act which would constitute design services, testing or technical inspection services, or the practice of architecture, professional engineering, certified public accounting or law. The recommendation, advice, budgetary information and schedules to be furnished by Construction Manager under this Agreement are for the sole use of Owner and shall not be deemed to be representations or warranties or guarantees, or constitute the performance of licensed professional services. It is expressly understood that Construction Manager is not the guarantor or insurer of the Contract Documents, including the plans and specifications, or of any Work which is to be performed and managed by others.~~

§ 3.3.31 Nothing in this Agreement shall be construed to mean that Construction Manager assumes any of the responsibilities or duties of the Architect or other Design Professionals. The Architect is solely responsible for Project design and for performing in accordance with the agreement between the Architect and the Owner.

§ 3.3.32 Prompt written notice shall be given by the Construction Manager to the Owner and Architect if the Construction Manager becomes aware of any defect in the Work performed by the Contractors or Contractors' nonconformance with the Contract Documents. However, this provision shall not require the Construction Manager to notify the Owner of minor defects which are dealt with by the Architect or Construction Manager on a routine continuing basis.

PAGE 15

§ 4.1.1.1 Measured drawings	Architect
§ 4.1.1.2 Tenant-related services	Not Provided
§ 4.1.1.3 Commissioning	Not Provided
§ 4.1.1.4 Development of a commissioning plan	Not Provided
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation	Architect

	coordination	
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	Not Provided
§ 4.1.1.8	Assistance with site selection	Not Provided
§ 4.1.1.9	Assistance with selection of the Architect	Not Provided
§ 4.1.1.10	Furnish land survey	Not Provided
§ 4.1.1.11	Furnish geotechnical engineering services	Not Provided
§ 4.1.1.12	Provide insurance advice	Not Provided
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	Not Provided
§ 4.1.1.14	Stakeholder relationships management	Not Provided
§ 4.1.1.15	Owner moving coordination	Not Provided
§ 4.1.1.16	Coordination of Owner's Separate Contractors	Not Provided
§ 4.1.1.17	Other Supplemental Services	Not Provided

PAGE 16

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

~~§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3. The Additional Services described in this Article are not included in Basic Services and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The Additional Services described in this Article shall only be provided if authorized in writing by the Owner. The Construction Manager will notify the owner in writing when Additional Services are necessary to secure written authorization to proceed from the Owner. Notwithstanding the foregoing, Construction Manager shall not be required to receive prior written notice before providing the Additional Services described in Section 4.3.2.3 if such prior notice cannot be obtained but shall provide notice of same as soon as possible thereafter. Notwithstanding anything to the contrary in this Agreement, Owner shall not be responsible to pay and the Construction manager shall not be entitled to receive compensation for any Additional Services if such services were required due to the fault of the Construction Manager or the Construction Manager's failure to perform in accordance with the terms of this Agreement, provided that nothing herein shall require Construction Manager to proceed with Additional Services directed by Owner if the Owner and Construction manager dispute whether such Additional Services are required due to the fault of the Construction manager or the Construction manager's failure to perform in accordance with the terms of the Agreement.~~

...

- ~~.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including-including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;~~
- ~~.2 L2Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;~~
- ~~.3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;~~

...

- ~~.8 Assistance to the Initial Decision Maker.
Any event giving rise to a change in the Work that impacts the schedule and/or creates increased responsibility or need of service of the Construction Manager by no fault of its own.~~

PAGE 17

- ~~.1 Providing assistance to the Initial Decision Maker Services~~ in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- ~~.2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.~~
- ~~.3 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.~~

~~§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.~~

~~§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months of the date of this Agreement, the anticipated durations for each applicable Phase of Basic Services as set forth herein, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.~~

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

~~§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.~~

~~§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.~~

~~§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, Document B201-2017.. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.~~

...

~~§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.~~

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

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

~~§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance and other liability insurance, as appropriate to the services or work provided.~~

PAGE 18

~~§ 5.15 The Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.~~

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~~§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.~~

~~§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.~~

~~§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.~~

~~§ 5.17 Owner shall provide or require the Prime Contractors to provide Construction Manager with suitably furnished office space convenient to the Project, with phone and internet service.~~

~~§ 5.18 Owner shall include in all Contract Documents a requirement that any Prime Contractors having a contract with the Owner shall indemnify Construction Manager to the same extent that the Prime Contractors are required to indemnify Owner. In addition, Owner shall require that Prime Contractors name Construction Manager as additional insured on all insurance policies provided for the Project, except Worker's Compensation and Professional Liability.~~

~~§ 5.19 The Owner shall require the Contractors and for those whom the Contractor is responsible for to provide, by appropriate agreements, written where legally required for validity, waivers of subrogation on all policies each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment.~~

donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~ may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's ~~budget~~ budget, preliminary estimates for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the ~~Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, budget proposed, established or approved by the Owner's, or from any estimate, or evaluation, prepared or agreed to by the Construction Manager.~~

PAGE 19

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

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

...

- 2 terminate in accordance with Section 9.5;

...

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

...

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, ~~in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~ a court of competent jurisdiction located in Tompkins County, New York, said venue and jurisdiction being the sole and exclusive venue for any claims arising under this Agreement. Claims, disputes, or other matters in question between the Parties arising out of or relating to this Agreement, or breach thereof, shall be subject to and decided by the laws of the State of New York.

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

~~§ 8.1.3 The To the fullest extent permitted by law the Construction Manager shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Construction Manager’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.~~

~~§ 8.1.3.1 To the fullest extent permitted by law, Owner will indemnify, defend and hold Construction Manager and its officers, directors and employees harmless from and against all third party claims, damages, judgments, losses, demands, actions and expenses (including reasonable attorney’s fees and expenses) by reason of any action taken or not taken, or recommendations made or not made by Construction Manager, provided same (i) are within the Scope of Construction Manager’s authority or services hereunder (or hereafter made part of the services, such as being Additional Services or Supplementary Services) and (ii) do not constitute fault, negligence or misconduct on part of Construction Manager. In addition, the Owner shall cause all Contractors to agree to indemnify the Owner and Construction Manager and hold them harmless from all claims that may arise out of the Contractor’s work on the Project.~~

~~§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages applicable to all consequential, incidental, indirect, special, punitive, or exemplary damages arising out of or related to the agreement, whether based on contract, tort, law or equity, and further including but not limited to claims seeking redress for any loss of profits, loss of the benefits of use, or loss of business, even if Contractor is apprised of the likelihood of such damages and even if such damage or loss was foreseeable. It is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, a disclaimer of warranties, or an exclusion of damages is intended by the parties to be severable from any other provision and be a separable and independent element of risk allocation, duly intended to be enforced as such.~~

~~This mutual waiver is applicable, without limitation, to all damages waivers set forth above due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.9.7~~

~~§ 8.2 Mediation~~

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

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

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

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

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

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

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.~~

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

PAGE 20

§ 9.3.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, the Construction Manager shall be entitled to compensation for services performed prior to such order being issued. When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction manager's services.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Both parties shall have the opportunity to cure or to commence to cure prior to the expiration of the seven (7) day period (except that the Owner's failure to make payments due in accordance with this Agreement must be cured within said 7 day period) in which case the notice of termination shall be deemed withdrawn and with no force or effect.

PAGE 21

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager In the event of termination for any reason that is not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements including compensation for authorized Supplemental Services, together with Reimbursable Expenses then due and any costs incurred by reason of such termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee: (Set forth below the amount of any termination fee, or the method for determining any termination fee.)

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

§ 9.6.3 In the event this Agreement is terminated by the Construction Manager for substantial nonperformance by Owner, Construction Manager shall be entitled to be paid the amounts set forth in 9.6 above, plus any other damages for breach of contract to which it is entitled by law, subject in all cases to the disclaimers, limitations, and waivers as set forth in this Agreement, including but not limited to how claims and damages are affected by each thereof or the other terms, covenants, and conditions of this Agreement.

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. The Fee for Construction Phase Services is based on one full-time, on-site representative. If additional on-site personnel are required by Owner, then such on-site personnel shall be provided at agreed-upon hourly rates.

If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

...

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

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make

such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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

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

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

PAGE 22

§ 11.1.1 For ~~Preconstruction Phase Services in Section 3.2:~~ and Bidding Phase Services in Section 3.2 and for Construction and Close-Out Phase Services in Section 3.3:

;
...

Owner shall pay Construction Manager a stipulated sum of \$643,778 (Six hundred forty-three thousand seven hundred seventy-eight dollars) payable in ten (10) monthly installments of sixteen thousand dollars (\$16,000) for Preconstruction/ Bidding AND Fourteen (14) monthly installments of thirty-three thousand (\$33,000) for Construction AND one (1) monthly installment of twenty-one thousand seven hundred seventy-eight (\$21,778) for Close-Out.

The stipulated sum set forth herein as compensation for Basic Services includes the Construction Manager's charges for personnel assigned to the Project, fringe and employment benefits, payroll taxes (FICA, FUTA, and SUTA), reimbursables (except as otherwise set forth in Section 11.6), general overhead and profit.

...

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

§

...

The Construction Manager will provide any Additional Services as defined in Article 4.2 and 4.3 upon the written request of the Owner. Owner shall pay Construction Manager for Additional Services in accordance the hourly rates set forth in Section 11.5 for the time devoted by Construction Manager's personnel to providing Additional Services, plus those Reimbursable Expenses set forth in Section 11.6. Payment shall be made by Owner to Construction Manager for such Additional Services on a monthly basis without retention.

...

The Construction manager will provide any Additional Services as defined in Article 4.2 and 4.3 upon the written request of the Owner. Owner shall pay Construction Manager for Additional Services in accordance the hourly rates set forth in Section 11.5 for the time devoted by Construction manager's personnel to providing Additional Services, plus those Reimbursable Expenses set forth in Section 11.6. Payment shall be made by Owner to Construction Manager for such Additional Services on a monthly basis without retention.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (—%), or as follows:
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below for Additional Services in Section 11.2 and 11.3 and for extended Basic Services as set forth below. The rates are inclusive of all benefits, taxes, overhead and profit and shall not be subject to audit. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

PAGE 23

<u>Employee or Category</u>	<u>Rate (\$0.00)</u>
<u>Senior Vice President</u>	<u>\$175/hr</u>
<u>Project Executive /VP</u>	<u>\$175/hr</u>
<u>Project Manager</u>	<u>\$125/hr</u>
<u>Superintendent (On-Site)</u>	<u>\$125/hr</u>
<u>Technical Services</u>	<u>\$120/hr</u>
<u>Safety Manager</u>	<u>\$100/hr</u>
<u>Accounting / Project Admin</u>	<u>\$85/hr</u>

...

Rates for any other personnel required for Additional Services shall be mutually agreed upon by the parties.

...

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

~~.7 Professional photography, and presentation materials requested by the Owner; Services, Owner shall pay to Construction Manager the amount of all charges ("Reimbursable Expenses") in connection with Basic, Supplemental, and Additional Services for the following purposes:~~

- ~~.8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;~~ 1 Travel to and from destinations outside the Town of Lansing, provided that all such travel must be pre-approved by the owner.
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~ 2 Project photographs, blue printing and other reproductions; and;
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project related expenditures.~~ 3 Purchases of site office and safety supplies.;

~~§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus percent (%) of the expenses incurred consultants.~~

~~§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below. (Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)~~

...

~~§ 11.8.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. Intentionally Omitted.~~

...

~~§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed on the basis set forth in Section 11.1 for Basic Services, on the basis set forth in Sections 11.2 and 11.3 for Additional Services, and for Reimbursable Expenses as set forth in Section 11.6. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~

...

~~% Two % (2%) , annual percentage rate, non-compounded.~~

...

~~§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times times provided, however, the rates are not subject to audit by Owner.~~

PAGE 24

~~§ 12.1 Construction Manager and Owner shall not be responsible for the consequences of Acts of God (such as tornado, flood, hurricane, etc.) each other's, Architects', consultants', Contractors' or vendors' (and their respective agents', employees', consultants', vendors', and subcontractors') acts, omissions to act, or failures to timely act; strikes, lockouts or other labor disturbances; riots, insurrections, or civil commotions; embargoes; shortage or unavailability of materials, supplies, labor and equipment, fire; unavoidable casualties; sabotage; vandalism; the requirements of law, statutes, regulations and other legal requirements or government authorities; casualties requiring~~

reconstruction or repair of the Project or any part thereof; mold; site conditions; or any other matters beyond the reasonable control of Construction Manager or Owner.

§ 12.2 In the event that any term or provision, or part thereof, of the Agreement is held to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this Agreement is subject, such term or provision, or part thereof, shall be deemed severed from this Agreement and the remaining term (s) and provision, or part thereof, shall be deemed severed from this Agreement and the remaining term (s) and provision(s) shall remain unaffected thereby.

§ 12.3 Neither party shall unreasonably withhold or delay its consent or approval when requested by the other party.

§ 12.4 intentionally deleted

§ 12.5 This Agreement may not be orally amended, modified or terminated. This Agreement shall bind the successors and assigns of the respective parties.

§ 12.6 Any notice required to be given by the terms and provisions of this Agreement or by any law or governmental regulation, either by Owner or Construction Manager, shall be in writing and shall be deemed to have been served and given when sent by nationally recognized overnight carrier addressed to 609 Erie Boulevard West, Syracuse, NY 13204 for Construction Manager, with a copy to LeChase Construction Services, LLC, 205 Indigo Creek Drive, Rochester, New York 14626, Attn: General Counsel , and for Owner at the respective addresses set forth on the first page of this Agreement.

§ 12.7 The Construction Manager, as part of Basic Services, shall make a written record of all meetings, conferences, and decisions made between or among the Owner, Architect and/or Contractor(s), during the construction phase of the Project and which Construction Manager is a party to or aware of and considering any material condition or change in the requirement, scope, performance, and/or sequence of the Work, and provide a copy of such records to the Owner upon request. Such records shall include maintenance of a log to record the processing of all documents such as payment applications, change orders, request for information, etc. It is understood that the Construction Manager will prepare and provide a written record of weekly progress meetings held during the construction phase. In addition, the Construction Manager shall maintain minutes for pre-construction phase meetings held by the Owner, Architect and Construction Manager where the Construction Manager is present (limited to one per month).

...

.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E235™ 2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below: A201-2017, General Conditions of the Contract for Construction.
(Insert the date of the E235-2019 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

PAGE 25

(Printed name and title)

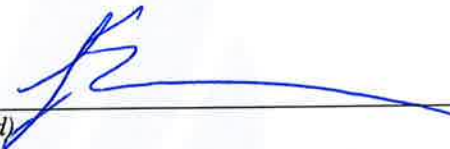
(Printed name and title) Lee Sommerman, Sr Vice President



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:46:05 ET on 06/17/2024 under Order No. 4104246703 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

SR VICE PRESIDENT

(Title)

6/17/2024

(Dated)

RESOLUTION APPROVING AIA C132-2019 CONSTRUCTION MANAGER ADVISER SERVICES AGREEMENT WITH LECHASE CONSTRUCTION SERVICE, LLC

RESOLUTION 24-

RESOLUTION APPROVING AIA C132-2019 CONSTRUCTION MANAGER ADVISER SERVICES AGREEMENT WITH LECHASE CONSTRUCTION SERVICE, LLC

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, the town has been working with LeChase Construction Service, LLC (Syracuse, NY) (“LeChase”) as an adviser and construction manager to oversee and assist the town with, and review and advise upon, the design, cost, and construction services for the proposed new highway building; and

WHEREAS, the town is entering the phase where final budgeting and design will lead to project bidding and construction, where construction management services will be critical to the project and, towards such end, the town and LeChase have now agreed upon the final terms of the proposed AIA agreement for such construction manager services; and

WHEREAS, a negative declaration was previously issued under SEQRA for this project, and an examination of the FEAF and findings thereunder reveal that nothing in these contracts or the design they are intended to implement has changed or been affected by the passage of time such that a new or supplemental review is indicated or required, such that the existing negative declaration is therefore continued; and

WHEREAS, upon a review and deliberation upon the foregoing, and the AIA agreement and the terms therein as are presented to this meeting, the Town Board has hereby:

RESOLVED, that the AIA C132-2019 (Standard Form of Agreement Between Owner and Construction Manager as Adviser) between the Town and LeChase be and hereby is approved, and Town Supervisor may make final adjustments and updates thereto, as well as execute the same by, for, in the name of, and on behalf of the Town of Lansing.

RESOLUTION BY THE TOWN OF LANSING TO JOIN THE OWASCO LAKE WATERSHED MANAGEMENT COUNCIL

RESOLUTION 24-

RESOLUTION BY THE TOWN OF LANSING TO JOIN THE OWASCO LAKE WATERSHED MANAGEMENT COUNCIL

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, pursuant to Section 1411 of the Not-for-Profit Corporation Law (“N-PCL”, and hereinafter referred to as the “Act”), and a Certificate of Incorporation (the “Certificate”) filed with the New York Secretary of State on the 23rd day of February, 2011, the Owasco Lake Watershed Management Council, Inc. (the “Corporation”) has been established as a not-for-profit, local development corporation to lessen the burdens of government and act in the public interest in a number of ways, including undertaking programs and activities in furtherance of managing, monitoring and protecting the water resources of Owasco Lake and within its watershed for the well-being and benefit of the residents who use these water resources and the residents who live within the watershed; and

WHEREAS, the By-Laws of the Corporation allow for the addition of Directors to the Corporation by majority vote of the current Directors; and

WHEREAS, participation of the municipalities located within the Owasco Lake Watershed as Directors of the Corporation will provide all of the Directors a greater understanding of the issues affecting Owasco Lake from a watershed-wide perspective and enhance the Corporation’s ability to obtain grant funding for the implementation of watershed protection projects; and

NOW, THEREFORE, BE IT RESOLVED, that the Town of Lansing hereby declares its intent to join the Corporation through directorship and thereby authorizes and appoints Councilperson Joseph Wetmore to become a Director of the Owasco Lake Watershed Management Council and to represent the Town of Lansing on the Corporation’s Board of Directors.

KERSAT LANDSCAPING LICENSE AGREEMENT - 104 AUBURN ROAD

THIS AGREEMENT (the “Agreement”) is made effective this 1st day of January 2024 by and between the **TOWN OF LANSING**, a municipal corporation with offices at 29 Auburn Road, Lansing, New York 14882, hereinafter referred to as “the Town”, and **KERSAT LANDSCAPING, INC.**, a domestic corporation with an office address at 348 Conlon Road Lansing, New York, 14882, hereinafter referred to as the “Licensee.”

WHEREAS, the Town owns property at 104 Auburn Road, upon which Licensee currently has an existing written lease that has been extended upon a month-to-month basis, which lease is hereby terminated and replaced by this license and Agreement, so **NOW THEREFORE**, for and in consideration of the mutual covenants herein expressed, and other lawful and valuable consideration, the parties hereto agree as follows:

1. The Town hereby licenses to Licensee, and Licensee hereby licenses the use of property and improvements described below, subject to the Term (as defined below) and the terms and conditions of this Agreement. This includes the entirety of the old highway barn, less the portion used by Scoops for its freezer(s) and the areas and parking to the north of such building (the “Premises”). It is acknowledged by the Town that, notwithstanding anything stated below, the water-pond feature, the fountain, the pavers, and signage are personal property of Licensee, removable by Licensee at will. Generally, this description is intended to describe the existing area of use that are hereby continued.

2. The term of this Agreement shall be from the 1st day of January 2024 through the 31st day of December, 2024 (the “Term”), unless sooner terminated pursuant to the terms hereof. Despite this Term, this Agreement is cancelable in whole or in any part for the convenience of the Town, including but not limited to the Town determining that there is a public use for the property, which cancellation shall be and become effective 60 days after the delivery of notification of such cancellation for convenience to Licensee.

3. Licensee shall pay on or before the first day of each month during the Term a license fee for use of the premises as follows: (i) \$950 per month for the months of April through November, annually; and (ii) \$725 for the months of December through March, annually (the “License Fee”). In the event that said License Fee is not paid by the 10th day of each month, there will be due to the Town a 5% late fee. This rate includes Licensee’s prorated share for real property taxes due upon the premises. Licensee shall also pay 50% of the costs of any needed septic repairs or improvements, 100% all property maintenance and repairs, and 100% of all ground maintenance, including plowing and mowing when necessary. Licensee shall also pay for its own costs of recycling, trash and garbage removal, and Licensee shall arrange and pay for all utilities furnished to the premises, including electricity, natural gas, water, sewer, and telephone service.

4. Subject to the terms and conditions hereof, Licensee shall have the right to operate a landscaping business and storage facility for materials at the property, subject in all cases to the NYS property maintenance codes and local laws and zoning rules of the Town. The grant of a right in this License is not, and shall not be deemed or construed as, an approval for any land use, a permit, or as an indication that the use of the land by Licensee is lawful or proper. Licensee acknowledges that the past, present, or future placement or erection of improvements or plantings upon the property is and was done “at risk” and at the sole risk and expense of Licensee, as there never was nor is any guarantee as to continued use and possession of the property by Licensee, nor any promise of reimbursement or payment for the same from the Town.

5. Licensee hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the property and all contents and improvements thereat, regardless of which party owns the same, including all of the Town’s and Licensee’s improvements, equipment, supplies, or fixtures placed in or upon the property, from any and every cause whatsoever, and for injuries to or death of persons upon or using the property. Licensee shall obtain and maintain for the entire Term insurance against claims,

injuries, loss or damage to the property and its improvements, including general liability risk loss coverages as required below. The Town, and its officers, employees, and agents, shall be named as additional insureds thereunder upon a primary and noncontributory basis. All Insurance policies shall provide that they may not be canceled or altered in such a manner as adversely to affect the coverage afforded thereby without 30 days' prior written notice to the Town, that such insurance is primary with respect to the Town, and that any other insurance maintained by the Town is excess and noncontributing with such insurance. Licensee hereby disclaims all rights of subrogation against the Town, and each insurer shall be required by special endorsement or otherwise to disclaim all rights of subrogation against the Town. Licensee shall provide the Town with certificates of insurance naming the Town as an additional insured, which policies shall insure the Town against the general damages and losses and claims and injuries arising from the negligence of Licensee or otherwise with the following minimum coverages and terms:

- A. Commercial General Liability, including contractual coverage and personal injuries with Each Occurrence coverage of \$1,000,000; General Aggregate \$1,000,000; Products/Completed Operations Aggregate \$1,000,000; Fire Damage-Legal \$100,000; and Medical Expense \$5,000.
- B. Business Auto Coverage Liability for Owned, Hired and Non-Owned Autos: \$1,000,000 CSL or 500,000 per Person BI; \$1,000,000 per Accident BI; and \$250,000 PD Split Limits
- C. All insurance shall be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best's rating of A-XI or better. Proof of insurance shall be provided on the ACORD Certificate of Insurance, 25 (05/2010), or insurance company certificate. All Certificates must be signed by a licensed agent or authorized representative of the insurance company – broker signatures are not acceptable. Certificates of Insurance shall be submitted at the time of signing of this Agreement.

Licensee agrees to indemnify and save harmless the Town from any and all claims, losses, injuries, causes of action, suits, liabilities, damages, judgments, and costs, of any name or description, arising out of its use of the property and improvements or the terms of this Agreement, including all costs of environmental restoration, remediation, testing, and monitoring, specifically but not exclusively in relation to any actual or alleged violation of any environmental laws, regulations or orders. Indemnity obligations shall include any and all engineers', consultants', experts', and attorneys' fees, and the indemnity and hold harmless responsibilities of Licensee shall include any and all third-party claims to the extent permitted by law, including environmentally related claims and matters.

6. Licensee shall not store any material or use the property in any manner violative of environmental laws and rules, and Licensee warrants that it has not allowed or used the property for the storage or disposal of hazardous materials, as the term is defined below, or in or by any environmental laws, regulations, or rules. For purposes of this Agreement, "hazardous materials" includes, without limit, any asbestos, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in or construed under any environmental laws or regulations. Licensee hereby covenants that it shall not store or dispose of any hazardous materials on the premises, nor shall it suffer such materials to be stored or disposed of on the premises. Licensee shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Licensee, a release of hazardous materials on or into the premises, nor upon any other property. Licensee shall comply with and shall, in conformity with all applicable laws, ordinances and regulations, and pursuant to commercially reasonable standards and procedures, ensure compliance with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever promulgated, and shall obtain and comply with any and all approvals, registrations or permits issues or required thereunder, including all OSHA requirements. Licensee acknowledges and agrees that the termination or expiration of this Agreement shall not relieve or release Licensee of any legal liability or responsibility, whether by way of damages, penalties, remedial actions, or otherwise, for any adverse effects or consequences resulting at any time from Licensee's failure to comply

with any terms or provisions of this Agreement, or the requirements of any environmental law, regulation, or order.

7. At the end of the Term, or upon any earlier termination hereof, Licensee shall surrender and deliver-up to the Town the property free of any claims, liens, or interests adverse to the Town or the Town's title to the property, including any claims of Licensee, whether known or unknown, each and all of which are each hereby waived and relinquished, without recourse. The property shall be clean and cleared in a broom-cleaned condition, with landscaping and snow removal up to date. At all times the Town shall have the right and option of keeping any structures or improvements or landscaping or plantings at or upon the property, and if the Town chooses not to keep one or more of the same then such shall be removed by Licensee at Licensee's sole cost and expense.

8. Licensee has no right to improve the buildings or property without the written approval of the Town, and Licensee shall not allow any waste or nuisance on the premises, nor use or allow the premises to be used for any unlawful purpose. Nor shall Licensee place, allow, suffer, or permit any judgments, liens, or mechanic's liens for materials or labor claimed to have been furnished to or for the benefit of the property to be filed in respect of the property or any improvements thereupon. Licensee shall remove all such liens within 20 days of filing and, failing which, the Town may pay or bond the same with the costs thereof to become Added License Fee.

9. Licensee shall at its expense maintain the property, and all buildings and structures and appurtenances and keep them all in good repair. Upon advance notice by the Town, the Licensee shall permit access to the property and improvements to allow the Town to make upgrades or improvements to its buildings, including structural repairs, the installation of HVAC facilities, or upgrades in electric, water, or plumbing/septic services. The Town may also periodically enter and inspect the property and all premises therein, as well as enter without notice in the event of emergency or any required code or other inspections.

10. Any default under this Agreement shall be deemed an "Event of Default." Each of the following shall also be deemed an Event of Default: (i) if Licensee fails to pay any License Fee or other payment when due and payable, by acceleration or otherwise, and such failure continues for a period of five or more days; (ii) if Licensee fails to keep and maintain all insurance as required by this Agreement; (iii) if Licensee fails to perform or observe any covenant, condition, or agreement set forth in this license and Agreement, and such failure or breach shall continue for a period of 10 days (or re-occur within such 10-day period) after Licensee becomes aware of such failure or breach; (iv) if Licensee attempts to remove, sell, transfer, encumber, part with possession, sublet, or sub-license any portion of the property, or any improvements thereupon, or permits a judgment or other claim to become a lien upon any portion or all of the property; (v) if Licensee dissolves or ceases to exist as an operational entity, shall be adjudicated insolvent or bankrupt, ceases, becomes unable, or admits in writing its inability to pay its debts as they mature, makes a general assignment for the benefit of, or enters into any composition or arrangement with, creditors; applies for or consents to the appointment of a receiver, trustee, or liquidator of all or any substantial part of its assets or property, or be subject to proceedings seeking such an appointment, that are not dismissed with prejudice within 30 days, shall authorize or file a voluntary petition in bankruptcy, or apply for or consent to the application of any bankruptcy, reorganization in bankruptcy, arrangement, readjustment of debt, insolvency, dissolution, moratorium, or other similar law of any jurisdiction, or authorize such application or consent thereto, or suffer insolvency or bankruptcy proceedings instituted against it without consent or authorization, and such proceeding is not dismissed with prejudice within 60 days; or (vi) if the property is subjected to waste, used illegally, or occupied or used in violation of any applicable laws or regulations, including environmental laws and regulations, or if the Town is required to expend any money, directly or indirectly, due to any alleged or actual violation of any environmental law, regardless of whether the Town may require or be paid reimbursement.

Upon the occurrence of any Event of Default, and at any time thereafter, the Town may, with or without canceling this Agreement in its sole discretion, do any one or more of the following: (a) upon written notice to Licensee, cancel this Agreement; (b) declare immediately due and payable all sums due and to become due hereunder for the full Term of this Agreement; (c) with or without notice or legal process, enter and retake possession of the property, and remove Licensee therefrom, including all of Licensee's agents, employees, licensees, and any sub-tenants or sub-licensees, and any other persons, firms or corporations, and all or any of Licensee's property, either by summary dispossession proceedings, or by any suitable action or proceeding at law, or by force or otherwise. If Licensee has any personal property in or at the property, the Town shall suffer no liability for loss or damage thereto but may remove and store such items at Licensee's expense. Upon entry and the retaking of possession by the Town, Licensee shall peaceably vacate and remove itself from the property, and the Town shall not be liable to indictment, prosecution, or damages therefor. In the event of any termination of this Agreement or any default by Licensee, or of any re-entry by the Town, or any dispossession by summary proceedings or otherwise, all License Fees and all other charges required shall be immediately paid by Licensee.

Any costs and expenses incurred by the Town as a result of, or in relation to, any Licensee default are the responsibility of, and payable by, Licensee, including reasonable attorneys' and expert fees, regardless of whether formal proceedings be brought or filed. In the event of any breach or threatened breach by Licensee of any of the covenants, agreements, terms, or conditions contained in this Agreement, the Town shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right or remedy allowed at law, in equity, by statute, or otherwise. Any request for equitable relief by the Town shall not require that the Town post any bond or undertaking, nor prove that the Town has any adequate remedy at law, and Licensee expressly agrees to stipulate to the same in connection with any proceeding brought. The Town may exercise any other right or remedy that may be available to it at law, equity, admiralty, or any other applicable law, code, rule, regulation, or the like, and no remedy referred to in this Agreement is intended to be exclusive but shall be cumulative and in addition to any other remedy referred to above, or otherwise available to the Town. It is agreed by Licensee that each clause and provision in this Agreement that calls for indemnity, reimbursement, or a limitation upon or disclaimer of damages or liability is a separate and independent element of risk and cost allocation, intended to be interpreted and enforced as such.

11. The Town and its officers, employees and agents have made no warranties, representations, or promises with respect to the property and improvements except as may be herein expressly set forth. No right, easements, or licenses are acquired by Licensee by implication or otherwise, and Licensee agrees to take and maintain possession of the property and improvements "AS IS, WHERE IS." Licensee acknowledges that the Town has not made, and does not make, any warranty or representation whatsoever, either express or implied, as to the fitness, condition, merchantability, design, or operation of the premises, its fitness for any particular purpose, the quality or capacity of the land nor any other representation or warranty whatsoever. The Town shall not under any circumstances be liable to Licensee or any third party for consequential, incidental, indirect, special, punitive, or exemplary damages arising out of or related to this Agreement or the use of the premises, even if the Town is apprised of the likelihood of such damages, and even if such damage or loss was foreseeable.

12. 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 and, if any such provision is not included or inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. Licensee shall at all times comply with Executive Law §§291-299 and the Civil Rights Law relating to prohibitions against discrimination and for providing equal opportunity, including affirmative action, and Licensee shall comply with sexual harassment prevention requirements, the new York Labor Law, and the Iran Divestment Act of 2012, US Department of Treasury and OFAC Rules, and the MacBride Fair Employment Principles.

13. In accordance with NYS laws and rules affecting municipal obligations, the obligations of the Town hereunder shall be executory to the extent of monies appropriated or available to Town for the implementation of this Agreement, and no liability shall be incurred by the Town beyond such monies appropriated or available. Neither the full faith and credit nor the taxing power of the Town is pledged to the payment of any amount due or to become due under this Agreement, nor for the costs of performance of any obligation of the Town, and neither this Agreement, nor any representation arising in connection herewith, creates any obligation by the legislative body of the Town to appropriate or make monies available for the purposes of this Agreement.

14. This Agreement constitutes the entire understanding of the parties, revokes and supersedes all prior discussions, negotiations, and agreements between the parties, and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto that specifically refers to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict herewith. Licensee acknowledges and agrees that it is not an agent of the Town, and that the sole relationship between the parties is that of Licensor and Licensee. The parties shall not be bound by any agent's or employee's representation, promise, or inducement not set forth in this Agreement, and no course of prior dealings between past or current parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of or acquiescence in a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement, even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. Words and phrases used herein are not defined or limited by the subject matter to which they are appended or associated, and each clause herein is severable and independently enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the day and year first above written.

TOWN OF LANSING

KERSAT LANDSCAPING, INC.

By: _____

By: _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF TOWN CENTER LICENSE AGREEMENT TO KERSAT LANDSCAPING, INC., SUBJECT TO PERMISSIVE REFERENDUM

RESOLUTION 24-

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF TOWN CENTER LICENSE AGREEMENT TO KERSAT LANDSCAPING, INC., SUBJECT TO PERMISSIVE REFERENDUM

The following Resolution was duly presented for consideration by the Town Board:

WHEREAS, the Town acquired title to 104 Auburn Road upon August 15, 2019, such land being part of the Town Center area; and

WHEREAS, the Town acquired such land subject to two leases, one of which is Kersat Landscaping, Inc. (the other being “Scoops”). Kersat Landscaping, Inc. requested an extension of its lease and an expansion of leasehold occupancy rights to assume in tenancy the entirety of the main building located upon such parcel; said lease expired on November 30, 2023; and said lease has been extended upon a month-to-month basis, which lease is hereby terminated and replaced with a license agreement, effective from the 1st day of January, 2024 through the 31st day of December, 2024; and

WHEREAS, the Town approved Resolution 24-78 on February 28, 2024, authorizing execution of Town Center multi-year license agreement to Kersat Landscaping, Inc. for a term ending on the 28th day of February, 2026; and

WHEREAS, a form of license has been drafted and approved and, upon due deliberation thereupon, the Town Board of the Town of Lansing has hereby

RESOLVED, that Resolution 24-78 shall be replaced with this Resolution, and it is further

RESOLVED, that the one-year license to Kersat Landscaping, Inc. be and hereby is approved in substantially the form as presented and, subject to negotiation and approval of the final form thereof by the Town Supervisor, undertaken upon the advice and consent of the Town Attorney, and as so amended in their negotiated final form, the Town Supervisor be and hereby is authorized to execute the same by, for, on behalf of, and in the name of the Town of Lansing; and it is further

RESOLVED, that this Resolution be and hereby is subject to permissive referendum as required by Town Law § 64 and Town Law Article 7, and the Town Clerk is directed to publish a compliant notice of permissive referendum within 10 days of the adoption hereof.

Agreement for the Expenditure of Highway Moneys

AGREEMENT between the Town Highway Superintendent of the Town of Lansing, Tompkins County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$702,980.18 shall be set aside to be expended for primary work and general repairs upon 93.46 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.

2. PERMANENT IMPROVEMENTS and MAINTENANCE. The following sums shall be set aside to be expended for the permanent improvement and maintenance of Town highways:
 - (a) On the road Waterwagon a distance of .87 miles, there shall be expended not over the sum of \$130,000
Work to be performed: Cold Mill and Resurface with Hot Mix Asphalt 2"

 - (b) On the road Lansing Station a distance of 2.59 miles, there shall be expended not over the sum of \$372,000
Work to be performed: Cold Mill and Resurface with Hot Mix Asphalt 2"

 - (c) On the road French Hill a distance of .62 miles, there shall be expended not over the sum of \$90,000
Work to be performed: Cold Mill and Resurface with Hot Mix Asphalt 2"

 - (d) On the road Horvath a distance of .41 miles, there shall be expended not over the sum of \$14,900.00
Work to be performed: Micro paving

 - (e) On the road Asbury Drive a distance of .41 miles, there shall be expended not over the sum of \$13,008.06
Work to be performed: Micro paving

 - (f) On the road East Meadows a distance of .13 miles, there shall be expended not over the sum of \$5,316.00
Work to be performed: Micro paving

 - (g) On the road West Meadows a distance of .31 miles, there shall be expended not over the sum of \$11,700.00
Work to be performed: Micro paving

 - (h) On the road Triphammer Terrace a distance of .17 miles, there shall be expended not over the sum of \$33,000.00
Work to be performed: Cold Mill and Resurface with Hot Mix Asphalt 2"

 - (i) On the road Triphammer Terrace a distance of .7 miles, there shall be expended not over the sum of \$2,300.17
Work to be performed: Crack Filling

 - (j) On the road Tahoe Trail a distance of .05 miles, there shall be expended not over the sum of \$2,026.59
Work to be performed: Micro-paving

(k) On the road Aspen Way a distance of .44 miles, there shall be expended not over the sum of \$16,177.51

Work to be performed: Micro-paving/Crack Filling

(l) On the road Placid Terrace a distance of .33 miles, there shall be expended not over the sum of \$12,551.85

Work to be performed: Micro-paving/Crack Filling

Executed in duplicate this 26th day of June 2024

Supervisor

Town Highway Superintendent

Councilperson

Councilperson

Councilperson

Councilperson

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Highway Superintendent. One copy must be filed in the Town Clerk's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

RESOLUTION UPDATING AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

RESOLUTION 24-

RESOLUTION UPDATING AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS

WHEREAS, Resolution 24-42, approved the 2024 Agreement for the Expenditure of Highway Moneys on January 17, 2024; and

WHEREAS, said agreement stated roads, distance on roads, and money for each road; and

WHEREAS, the Town of Lansing Highway Superintendent has additional road work to be completed; and

WHEREAS, the total is now \$702,980.18; and

WHEREAS, the 2024 Agreement for the Expenditure of Highway Moneys has been updated to accurately state each road, distance on roads, and money for each road; so therefore be it

RESOLVED, that the 2024 Agreement for the Expenditure of Highway Moneys be updated, approved and signed by the Town Board, Town Supervisor, and Town Highway Superintendent.

RESOLUTION APPOINTING EDWARD DUBOVI AS TOWN OF LANSING LIAISON TO THE TOMPKINS COUNTY ENVIRONMENTAL MANAGEMENT COUNCIL

RESOLUTION 24-

RESOLUTION APPOINTING EDWARD DUBOVI AS TOWN OF LANSING LIAISON TO THE TOMPKINS COUNTY ENVIRONMENTAL MANAGEMENT COUNCIL

WHEREAS, Edward Dubovi has applied to serve as Town of Lansing liaison to the Tompkins County Environmental Management Council (“EMC”); and

WHEREAS, upon due deliberation thereupon, the Town Board of the Town of Lansing hereby

RESOLVED, that Conservation Advisory Council Chairperson Edward Dubovi be and is hereby approved and appointed as the sole liaison for the Town to the EMC for a term of June 27, 2024 to December 31, 2025 or his successor qualifies and is approved and appointed.

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS

RESOLUTION 24-

RESOLUTION APPROVING AUDIT AND BUDGET MODIFICATIONS

The bills were reviewed by Councilperson Judy Drake and Councilperson Christine Montague. The Bookkeeper is hereby authorized to pay the following bills and to make the following budget modifications.

CONSOLIDATED ABSTRACT # 006

TOWN OF LANSING

Abstract # 006

06/25/2024
14:52:48

Summary by Fund

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND TOWNWIDE	3,177.63	242,474.32	245,651.95
B	GENERAL FUND OUTSIDE VILLAGE	246.74	16,153.74	16,400.48
DA	HIGHWAY FUND TOWNWIDE		81,727.58	81,727.58
DB	HIGHWAY FUND OUTSIDE VILLAGE	222.53	64,009.64	64,232.17
SL1-	LUDLOWVILLE LIGHTING DISTRICT	25.56		25.56
SL2-	WARREN ROAD LIGHTING DISTRICT	27.31		27.31
SL3-	LAKEWATCH LIGHTING DISTRICT	135.88		135.88
SS1-	WARREN RD SEWER	266.50	45,388.89	45,655.39
SS3-	CHERRY ROAD SEWER DISTRICT		9,363.45	9,363.45
SW	LANSING WATER DISTRICTS	2,359.73	244,187.95	246,547.68
TA	TRUST & AGENCY	7,702.25	77,901.64	85,603.89
Total:		14,164.13	781,207.21	795,371.34

GENERAL FUND A

June 26th, 2024

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>
A909 (Fund Balance)	A3650.400	To cover additional costs associated with 2 Auburn Rd. demo.	\$ 8,885.00
A909 (Fund Balance)	A1910.400	To cover unanticipated increased costs of insurance renewals.	\$ 9,225.98

A909 (Fund Balance)	A1380.400	To cover additional costs associated with Bond Counsel - Highway Barn Project	\$ 512.00	
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GENERAL FUND B

June 26th, 2024

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>	
B1990.400 (Contingent Account)	B8010.400	To reimburse Zoning-Contractual account for voucher #539 - Colliers/Bergman - Code Gap	\$ 2,430.00	Per J. Zepko request

WARREN RD. SEWER

SS1

June 26th, 2024

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>	
SS1-909 (Fund Balance)	SS1-8020.400	5-Band Amplifier & Cable for Oakwood & Farrell Rd. pump stations	\$14,564.34	Per M. Moseley request

WATER DISTRICTS SW

June 26th, 2024

<u>FROM</u>	<u>TO</u>	<u>FOR</u>	<u>AMOUNT</u>	
SW1420.400	SW8310.402	TO CORRECT CODING ON VOUCHER # 181	\$ 378.00	General Journal Entry, does not affect budget bottom line

**Joseph Wetmore
Town Board Member Report
June 2024**

**Code Revision Committee Monthly Meeting
Wednesday, May 22·10:00am – 12:00pm**

We discussed:

- 270-3 Corner Lots (Lot, Corner)
- 270-3, 235 -5 Flag Lots
- 235-3 (def) Lot Line Adjustment
- Discussion of maximum principal dwellings per lot
- Update and Finalize Cannabis Law
- Update Zoning on Storage Containers
- Local Planning and Zoning Gap Analysis

**Met with John Zepko
Thursday, May 30·12:00 – 1:00pm**

Discussed presentation to the Town Board on how the committee recommends to proceed with trails in the town.

**Trail committee
Tuesday, June 4·11:30am – 12:30pm**

Discussed presentation to the Town Board on how the committee recommends to proceed with trails in the town.

Discussed designs for banners.

**Ribbon cutting at the Finger Lakes Land Trust’s new Sims Jennings Preserve at the Cayuga Cliffs
Wednesday, June 5·3:00 – 4:00pm**



Ribbon cutting at the Finger Lakes Land Trust’s new Sims Jennings Preserve at the Cayuga Cliffs. Located just north of Myers Point, this 230-acre nature preserve features several miles of hiking trails traversing meadows and woodlands that provide scenic views of rugged gorges and Cayuga Lake. The establishment of this preserve involved a collective effort with financial support from the Finger Lakes Land Trust, private donors, Tompkins County, and New York State, as well as the countless hours of volunteers and staff to provide for public access.

**2nd Annual Historic Ludlowville Juneteenth Celebration
Ludlowville Park
Wednesday, June 19-11:00am – 1:00pm**



Assembly Member, Dr. Anna Kelles
Leanora Mims, M.B.A. certified with honors, Tulane University
Honorable, Senator Lea Webb
Celebrating the lives of Peter Wheeler and Opal Lee

Trail committee

Tuesday, June 18·11:30am – 12:30pm

Met with Edward Dubovi to discuss potential decommission of rail tracks along Cayuga Lake. The group agreed that if the tracks are decommissioned, that they would like to see a public trail. There are no plans at the moment to decommission any tracks.

Discussed presentation to the Town Board on how the committee recommends to proceed with trails in the town.

Discussed designs for banners.