At a Regular Meeting of the
Town Board of North Greenbush,
held on October 8, 2026, at the
Town Offices

In the Matter of Scheduling a Public Hearing for Special District Assessment Rolls

WHEREAS, the Assessment Rolls for the Special Improvement Districts within the Town of North Greenbush have been completed; and

NOW, THEREFORE, BE IT RESOLVED, that a public hearing will be held on **November 12, 2026, at 6:45 p.m.** at the Town Offices, 2 Douglas Street, Wynantskill, NY, for the purpose of having the Town Board meet and hear any objections that may be made to the Special Improvement Districts Assessment Rolls; and be it further

RESOLVED, that the Town Clerk give notice of such hearing by publishing, no later than **November 2, 2026**, in the Town's official newspaper, The Record, a certified copy of this Order and by posting a certified copy of this Order on the signboard of the Town of North Greenbush and on the Town website not less than ten or more than twenty days before such hearing.

Supervisor Bott moved Councilperson Hoffman seconded and the
Town Board voted as follows:

Supervisor Bott	**AYE**
Councilperson Hoffman	**AYE**
Councilperson Merola	**AYE**
Councilperson Gordon	**AYE**
Councilperson Sabo	**AYE**

RESOLUTION 2026-10-98

At a Regular Meeting of
the Town Board of the
Town of North Greenbush,
held on October 8, 2026, at
7:00 p.m. at the Town offices

In the Matter of Scheduling a Public Hearing for Operation and Maintenance Charges

WHEREAS, the Town Board of the Town of North Greenbush is responsible for the ongoing operations and maintenance of the water and sewer districts within the Town (collectively, the "Districts");

WHEREAS, the costs for the operation and maintenance of the districts have been levied as an assessment on the annual Town and County tax bills; and

WHEREAS, the Town Board desires to implement a direct billing system for these operation and maintenance charges to improve fiscal management and transparency for each District and has determined it is in the best interest of the Town and the Districts residents; and

WHEREAS, NYS Town Law provides the Town Board with the Authority to adopt rules and regulations for the collection of fees and charges related to its services; and

NOW, THEREFORE, BE IT RESOLVED, that a public hearing will be held on **November 12, 2026,** at **6:50 PM** at the Town Offices, 2 Douglas Street, Wynantskill, NY for the purpose of reviewing operation and maintenance charges for Special Improvement Districts for budget year **2027** and authorizing and directing the Town to direct bill all said operation and maintenance charges; and be it further

RESOLVED, that the Town Clerk give notice of such hearing by publishing, no later than **November 2, 2026**, in the Town's official newspaper, The Record, a certified copy of this Order and by posting a certified copy of this Order on the signboard of the Town of North Greenbush and on the Town website not less than ten or more than twenty days before such hearing.

Supervisor Bott moved, **Councilperson Sabo** seconded, and the Town Board voted as follows:

Supervisor Bott	**AYE**
Councilperson Hoffman	**AYE**
Councilperson Merola	**AYE**
Councilperson Gordon	**AYE**
Councilperson Sabo	**AYE**

RESOLUTION 2026-10-99

At a Regular Meeting of
the Town Board of the
Town of North Greenbush,
held on October 8, 2026, at
7:00 p.m. at the Town Offices

IN THE MATTER OF SCHEDULING A PUBLIC HEARING FOR THE 2027 PRELIMINARY BUDGET

WHEREAS tentative budget for fiscal year **2027** is on file with the Town Clerk and has been presented to the Town Board and it is necessary to hold a public hearing on the proposed preliminary budget; and,

NOW THEREFORE BE IT RESOLVED that a public hearing on the **2027 Preliminary Budget** is hereby scheduled for **November 12, 2026,** at **6:55 PM** at the Town Offices, 2 Douglas Street, Wynantskill, NY and it is further resolved,

RESOLVED that the Town Clerk cause notice of this public hearing to be properly posted and published in the Town's official newspaper, The Record, a certified copy of this Order and by posting a certified copy of this Order on the signboard of the Town of North Greenbush and on the Town website not less than ten or more than twenty days before such hearing.

Councilperson Hoffman moved, **Councilperson Merola** seconded, and the Town Board voted as follows:

Supervisor Bott	**AYE**
Councilperson Hoffman	**AYE**
Councilperson Sabo	**AYE**
Councilperson Merola	**AYE**
Councilperson Gordon	**AYE**

RESOLUTION 2026-10-100

At a Meeting of the Town Board of the Town of North Greenbush, held on October 8, 2026, at 7:00 P.M. at the Town Offices

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IN THE MATTER OF THE APPOINTMENT OF A PART-TIME POLICE DISPATCHER

WHEREAS, the Town of North Greenbush Police Department has a vacancy for a Part-Time Police Dispatcher; and

WHEREAS, the Chief of Police has recommended the hiring of Daniel F. Farley, Jr for said position, having determined he is qualified and having met all requirements;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of North Greenbush hereby appoints Daniel F. Farley, Jr. to the position of Part-Time Police Dispatcher, effective October 8, 2026, at a rate of compensation as established in the Town Budget; and

BE IT FURTHER RESOLVED, that this appointment is made in accordance with the rules and regulations of the Rensselaer County Civil Service Commission.

NOW, THEREFORE, on motion of **Supervisor Bott** seconded by **Councilperson Hoffman**

all members present voting on roll call, which resulted as follows:

Joseph Bott III, Supervisor	**AYE**
Kelly Hoffman, Councilwoman	**AYE**
Jessica Merola, Councilwoman	**AYE**
Jim Gordon, Councilman	**AYE**
Mary Frances Sabo, Councilwoman	**AYE**

RESOLUTION 2026-10-101

At a meeting of the Town Board of the
Town of North Greenbush held at
7pm on October 8, 2026 at Town Offices

IN THE MATTER OF APPOINTING A ASSISTANT DIRECTOR OF FINANCE FOR THE TOWN OF NORTH GREENBUSH

WHEREAS, the Town of North Greenbush has a need to fill the position of Assistant Director of Finance within the Comptroller's Office to assist the Town Comptroller with fiscal operations, budget, payroll, and accounts payable and receivable administration, human resource administration, and internal auditing; and

WHEREAS, Town has conducted a search and interview process to identify a qualified candidate to fulfill these critical financial responsibilities and the Town Comptroller has reviewed candidates and recommended the appointment of Andrea Gansky to fill this position based on her qualifications and experience; and

WHEREAS, this position is classified as a Full-Time, Non-Exempt position under the Town of North Greenbush Civil Service classification;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of North Greenbush hereby appoints Andrea Gansky to the position of Assistant Director of Finance in the Comptroller's Office, effective September 25, 2026 to serve for the remainder of the year ending December 31, 2026, at an hourly rate of $31.00 per hour, payable in accordance with the Town's normal payroll procedures; and

BE IT FURTHER RESOLVED, that Andrea Gansky shall serve under the direct supervision of the Town Comptroller and perform such financial duties as authorized by the Town Board and New York State Town Law; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Town Comptroller and the Town Clerk for immediate processing.

BE IT FURTHER RESOLVED, that the Town Supervisor and/or the Town Comptroller are hereby ratified and authorized to execute any and all offer letters and employment agreements or necessary documentation to finalize this appointment.

NOW, THEREFORE, on motion of **Supervisor Bott** seconded by **Councilperson Sabo** all members present voting on roll call, which resulted as follows:

Joseph Bott III, Supervisor	**AYE**
Kelly Hoffman, Councilwoman	**AYE**
Jessica Merola, Councilwoman	**AYE**
Jim Gordon, Councilman	**AYE**
Mary Frances Sabo, Councilwoman	**AYE**

RESOLUTION 2026-10-102

At a Regular Meeting of the Town Board
of the Town of North Greenbush held at 7;00pm
on September 10, 2026 at the Town Offices

A RESOLUTION APPROVING A LOCAL LAW AMENDING ARTICLE V OF THE TOWN CODE OF THE TOWN OF NORTH GREENBUSH TO PERMIT THE TOWN ATTORNEY TO RESIDE OUTSIDE OF THE TOWN OF NORTH GREENBUSH

WHEREAS, pursuant to New York State Town Law Section 23 and Public Officers Law Section 3, an appointed town officer, including the Town Attorney, is generally required to be an elector and resident of the town in which they serve; and

WHEREAS, New York State Municipal Home Rule Law grants the Town Board of the Town of North Greenbush the authority to adopt local laws amending or superseding provisions of the Town Law relating to the qualifications of its officers, including residency requirements; and

WHEREAS, the Town Board has determined that expanding the residency qualifications for the office of Town Attorney to include individuals residing outside of the Town of North Greenbush, specifically within Rensselaer County or an adjoining county, will significantly broaden the pool of qualified legal professionals available to serve the Town; and

WHEREAS, a proposed Local Law, designated as **Local Law No. 5 of the Year 2026**, entitled **A local law entitled "Residency Requirements", which amends Article V, Section 27 of the Town Code entitled "Town Attorney"** was introduced to the Town Board; and

WHEREAS, a duly noticed public hearing was held on **October 8, 2026,** at the Town Hall Annex, located at 2 Douglas Street, Wynantskill, New York, at which time all interested persons were given an opportunity to be heard regarding the adoption of said Local Law; and

WHEREAS, the Town Board has reviewed all public comments and determined that the adoption of this amendment is in the best interest of the residents of the Town of North Greenbush.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF NORTH GREENBUSH AS FOLLOWS:

1. **Approval and Adoption:** The Town Board hereby approves and adopts Local Law No. 5 of the Year 2026, amending Chapter 27, Article V of the Town Code of the Town of North Greenbush to permit the appointed Town Attorney to reside outside the geographic boundaries of the Town of North Greenbush, provided that such person resides or maintains an office for the practice of law in any one of the following counties located in the State of New York: Albany, Columbia, Rensselaer, Saratoga, Schenectady, or Washington.

2. **Supersession:** This Local Law is explicitly intended to supersede the residency requirements set forth in New York State Town Law Section 23 and Public Officers Law Section 3 as they apply to the office of the Town Attorney for the Town of North Greenbush.

3. **Filing and Effective Date:** The Town Clerk is hereby authorized and directed to enter this Local Law into the minutes of this meeting and to file a certified copy of the same with the New York State Secretary of State, at which time the Local Law shall take immediate effect.

Councilperson Merola moved, **Councilperson Sabo** seconded, and the Town Board voted as follows:

Supervisor Bott	**AYE**
Councilperson Hoffman	**AYE**
Councilperson Merola	**AYE**
Councilperson Gordon	**AYE**
Councilperson Sabo	**AYE**

RESOLUTION 2026-10-103

Town of North Greenbush

Local Law No. 5 of Year 2026

A local law entitled "Residency Requirements", which amends Article V, Section 27 of the Town Code entitled "Town Attorney".

BE IT ENACTED: by the Town Board of the Town of North Greenbush, that the following subparagraph be added as Section 27-22 to Article V, Section 27 of the Town Code:

Section 1 – Statutory Authority: This Local Law is enacted pursuant to the authority of Section 10 of the Municipal Home Rule Law. In addition, this Local Law is enacted pursuant to the authority of Chapter 365 of the laws of 1976 which added a new subparagraph (3) to paragraph d of subdivision 1 of section 10 of the Municipal Home Rule Law, authorizing a town to adopt a Local Law which may amend or supersede in its application to it, any provision of the Town Law relating to the property, affairs or government of the town or in relation to any of the other enumerated subject matters in such section 10, unless there is a State legislative restriction on such amendment or supersession.

This Local Law amends and supersedes the application of subdivision 1 of Section 23 of the Town Law as it relates to the residency requirements of the Town Attorney of the Town of North Greenbush.

Section 2 – Title: This Local Law shall be known as Town of North Greenbush Local Law No. ___ of 2026 and amends Article V, Section 27 entitled "Town Attorney" of the Town Code.

Section 3 – Amendment: Article V, Section 27 of the Town Code entitled "Town Attorney" is hereby amended to add the following paragraph:

"Section 27-22. Residency Requirements.

The Town Attorney of the Town of North Greenbush, at the time of his/her appointment and at any time throughout his/her term of office need not be a resident nor an elector of the Town of North Greenbush, provided, however, that such person shall reside or maintain an office for the practice of law in any one of the following counties located in the State of New York: Albany, Columbia, Rensselaer, Saratoga, Schenectady, or Washington."

Section 4 – Supersession: It is the specific intent of this local law to supersede the provisions of town law section 23(1) with respect to the requirement that the town attorney be elector of the Town And to supersede town law section 20 (2 (a) with respect to any limitation on the ability of the Town to appoint a Town Attorney or Deputy Town Attorneys".

Section 5. Validity and Severability. If any part or provision of this Local Law or the application thereof to any person or circumstance be adjudged invalid by any court of competing jurisdiction, such judgment shall be confined in its operation to be the part or provision or application directly

involved in the controversy and which such judgment shall have been rendered and shall not affect or impair the validity or the remainder of this Local Law or the application thereof to other persons or circumstances, and the town board of the Town of North Greenbush hereby declares that it would have passed this local law or the remainder there arrived had such invalid application or invalid provision been apparent.

Section 6. Repeal. All ordinances, local laws and parts thereof inconsistent with this Local Law are hereby repealed

Section 7. Effective Date: This Local Law shall become effective immediately when it is filed in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

##

RESOLUTION FOR SEQRA DETERMINATION

RESOLUTION OF THE TOWN BOARD FOR THE TOWN OF NORTH GREENBUSH IN MAKING A SEQRA DETERMINATION FOR THE EXTENSION OF NORTH GREENBUSH CONSOLIDATED SEWER DISTRICT TO 28 MEADOW DRIVE, 15, 16, 18 MIDDLE ROAD AND 12, 14, 15, 16, 17, 18 PASTURE LANE

At a meeting of the Town Board of the Town of North Greenbush, held at the Town Offices at 2 Douglas Street, Wynantskill, New York 12198 in the Town of North Greenbush, Rensselaer County, New York, on the 8th day of October, 2026.

In the matter of the establishment of proposed Sewer District Extension of the North Greenbush Consolidated Sewer District covering 28 Meadow Drive, 15, 16, 18 Middle Road and 12, 14, 15, 16, 17, 18 Pasture Lane (the "Meadow Drive/Pasture Lane/Middle Road Sewer District Extension") in the Town of North Greenbush, County of Rensselaer, State of New York.

WHEREAS, a written Petition has been presented to and filed with the Town Board of the Town of North Greenbush praying that certain lands situate in the Town of North Greenbush, County of Rensselaer and more particularly bounded and described in Exhibit "A" – Legal Description attached to said Petition be established as proposed the Meadow Drive/Pasture Lane/Middle Road Sewer District Extension and that certain sewer system improvements be constructed within the boundaries of the proposed district, and

WHEREAS, a Public Hearing was held by the Town Board in the Town of North Greenbush on October 8, 2026 at 6:40P.M. to consider said Petition for the proposed Meadow Drive/Pasture Lane/Middle Road Sewer District Extension and to hear all persons interested in the subject thereof, and

WHEREAS, the Town Board, has established itself as the Lead Agency, within the meaning of the State Environmental Quality Review Act (SEQRA) and the regulations promulgated thereunder, for the purpose of conducting an uncoordinated environmental review with respect to the establishment, creation and operation of the proposed Meadow Drive/Pasture Lane/Middle Road Sewer District Extension and the construction and operation of the sewer system improvements, and

WHEREAS, Advanced Engineering & Surveying PLLC, competent engineers, duly licensed by the State of New York, has prepared a Short Environmental Assessment Form for the establishment of the proposed Meadow Drive/Pasture Lane/Middle Road Sewer District Extension and the construction and operation of the sewer system improvements within the boundaries of the said district, and

WHEREAS, the Short Environmental Assessment Form has been submitted to, and reviewed by, the Town;

WHEREAS, the Meadow Drive/Pasture Lane/Middle Road Sewer District Extension involves the installation of approximately 998 linear feet of sewer main, 50 linear feet of sewer service lateral, 2 new manholes, and the formation of Meadow Drive/Pasture Lane/Middle Road Sewer District; and

WHEREAS, the Project is classified as an "Unlisted Action" as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617;

NOW, THEREFORE, on motion of **Supervisor Bott** seconded by **Councilperson Hoffman**, all members present voting on roll call, which resulted as follows:

Joe Bott, Supervisor	**AYE**
Kelly Hoffman, Councilwoman	**AYE**
Jessica Merola, Councilwoman	**AYE**
James Gordon, Councilman	**AYE**
Mary Frances Sabo, Councilwoman	**AYE**

IT IS HEREBY RESOLVED by the Town Board of the Town of North Greenbush as follows:

1. The Town Board hereby reaffirms the classification of the proposed sewer district extension as an Unlisted Action under SEQRA
2. Upon reviewing the information contained in the Short Environmental Assessment Form, engineering layout, and infrastructure capacity report and other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the Town Board, as the Lead Agency, that the proposed Meadow Drive/Pasture Lane/Middle Road Sewer District Extension of the North Greenbush Consolidated Sewer District will not result in any significant adverse environmental impacts.
3. The Town Board of the Town of North Greenbush hereby further finds and determines that construction and operation of the Sewer system improvements within said District will not be significant and there are otherwise no significant environmental effects.
4. This resolution shall constitute a Negative Declaration of environmental significance. The Town Board hereby directs that notice of this Negative Declaration be filed, published, and recorded in accordance with all applicable local and state laws The Town Clerk is hereby authorized and directed to file and deliver a copy of this Negative Declaration and all other documents necessary or desired to effectuate the purposes of this Resolution.
5. The Town Supervisor is hereby authorized and directed to sign the attached Short Environmental Assessment Form.

RESOLUTION: 2026-10-104

CERTIFICATION OF RESOLUTION

I, **JANICE KERWIN**, Town Clerk of the Town of North Greenbush, in the County of Rensselaer, New York, **HEREBY CERTIFY** that the foregoing annexed Resolution of the Town Board of said Town of North Greenbush adopted **October 8, 2026**, has been compared by me with the original **resolution 2026-10-104** as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and the whole of said Resolution.

IN WITNESS WHEREOF, I have unto set my hand and affixed the corporate seal of said Town of North Greenbush, this **8th day of October 2026.**

_____

JANICE KERWIN
Town Clerk

At a regular meeting of the Town Board
of the Town of North Greenbush held on
October 8, 2026 at 7PM at Town Offices

RESOLUTION, ORDER AND DETERMINATION OF THE TOWN BOARD PROPOSED EXTENSION TO THE TOWN OF NORTH GREENBUSH CONSOLIDATED SEWER DISTRICT #1 SERVICE TO 28 MEADOW DRIVE, 15, 16, 18 MIDDLE ROAD AND 12, 14, 15, 16, 17, 18 PASTURE LANE

WHEREAS, a written Petition with the necessary map, plan and report attached thereto according to law, dated as September 10, 2026, signed by more than 51% of the assessed valuation of all taxable real property within the proposed Sewer District Extension to service 28 Meadow Drive, 15, 16, 18 Middle Road and 12, 14, 15, 16, 17, 18 Pasture Lane (the "Sewer District Extension") of the North Greenbush Consolidated Sewer District, has been presented to and filed with the Town Board of the Town of North Greenbush requesting the construction of an extension of the municipal system within the boundaries of the proposed Sewer District Extension of the North Greenbush Consolidated Sewer District as more particularly described in said Petition as **Exhibit "A" – Legal Description**, and

WHEREAS, the Town Board duly adopted on September 10, 2026, a resolution reciting in general terms the filing of said Petition, the boundaries of the proposed Sewer District Extension of the North Greenbush Consolidated Sewer District, the improvements proposed, and that the EJD Properties LLC, the owner of 28 Meadow Drive, shall pay all the expenses involved in the construction of the proposed Sewer District Extension of the North Greenbush Consolidated Sewer District and sewer extension fees, and specifying that the Town Board shall meet at the Town offices located at 2 Douglas Street, Wynantskill, NY 12198, in the Town of North Greenbush, Rensselaer, NY on the 8th day of October, 2026 at 6:40p.m. to hold a Public Hearing to consider said Petition and to hear all persons interested in the subject thereof, concerning the same, and

WHEREAS, a certified copy of said Resolution was duly published and posted according to law, and the Town Board did, at the time and place specified in said Resolution, duly meet and consider the matter of the establishment of the boundaries of the proposed Sewer District Extension of the North Greenbush Consolidated Sewer District and the construction of an extension of the municipal system therein, and heard all persons interested in the subject thereof who appeared at such time and place, concerning the same, and

WHEREAS, such resolution was published and posted as required by law; and

WHEREAS, a hearing on the matter was held by the Town Board on October 8, 2026 beginning at 6:40pm and the matter being fully discussed and all interested persons

having been duly heard;

WHEREAS, the overall maximum amount to be expended for the establishment of said proposed Sewer District Extension of the North Greenbush Consolidated Sewer District and the construction herein of said sewer system, including the cost and rights in land, by the Town of North Greenbush, is estimate to be Fifty Three Thousand Four Hundred Ninety Six and No/100 ($53,496.00) Dollars; and

WHEREAS, the improvements proposed in said Sewer District Extension of the North Greenbush Consolidated Sewer District consist of the construction of the extension of the municipal sanitary sewer system with a low pressure sewer system with mains and laterals and all of the equipment and apparatus required for such system, and

WHEREAS, the Town Board has given due deliberation to the public hearing and the testimony and allegations presented and has determined to grant the prayer of said Petition; and

WHEREAS, the Petition and description aforesaid have been filed with the Town Clerk pursuant to Section 192 of the Town Law.

WHEREAS, pursuant to the New York State Environmental Quality Review Act, Article 8 of the Environmental Conservation Law and the regulations promulgated thereto at 6 NYCRR Part 617 (collectively referred to as "SEQRA"), the Town Board is required to undertake a review of the potential significant adverse environmental impacts associated with the proposed amendment; and

WHEREAS, pursuant to SEQRA, the Town Board reviewed the Environmental Assessment Form, and further considered additional pertinent documents and information;

WHEREAS, the Town ratified and confirms its intent to act as Lead Agency pursuant to SEQRA, classified the proposed amendment as an Unlisted Action and no involved agency objected to the Town Board acting as Lead Agency for the purpose of conducting the review pursuant to SEQRA; and

WHEREAS, on October 8, 2026, the Town Board determined that the proposed amendment is an "Unlisted Action", which will not have a significant impact on the environment; and

NOW, THEREFORE, IT IS HEREBY RESOLVED AND DETERMINED, that the Notice of Public Hearing was published and posted as required by law and is otherwise sufficient; and it if further

RESOLVED, that all property and property owners within the limits of the proposed sewer district extension are benefitted thereby, and be it further

RESOLVED, that the projected user costs expect to be as follows:

Item	Associated Cost
Debt Service	$ 0.00
O&M	$ 62.76
Sanitary Sewer Flow	$287.00
Total Annual User Cost	$349.76

and be it further

RESOLVED, that EJD Properties LLC, the owner of 28 Meadow Drive, shall pay all the expenses involved in the construction of the proposed Sewer District Extension of the North Greenbush Consolidated Sewer District, which have been estimated to be $58,436.00, and sewer extension fees, and be it further

RESOLVED, by the Town Board of the Town of North Greenbush that it be hereby is **FOUND AND DETERMINED** that the said Petition dated as of September 10, 2026 for the establishment of the boundaries of the proposed Sewer District Extension of the North Greenbush Consolidated Sewer District is signed, approved and acknowledged, as required by law, and is otherwise sufficient and complies with the provisions of Section 191 of the Town Law of the State of New York, and such other sections of said Law as are applicable thereto; and that annexed hereto and entitled as **Exhibit "A" – Legal Description** of the boundaries of the proposed Sewer District Extension of the North Greenbush Consolidated Sewer District as finally determined, and it is further

FOUND AND DETERMINED by the Town of North Greenbush that it is in the public interest to grant the whole relief sought by said Petition, and that all of the property, property owners and interested persons within said the Sewer District Extension of the North Greenbush Consolidated Sewer District are benefited thereby, and that no property owners or interested persons benefited thereby have been excluded therefrom, and it is further

RESOLVED, that the proposed Sewer District Extension of the North Greenbush Consolidated Sewer District prayed for in said Petition be established in said Town of North Greenbush, as described in Exhibit "A" – Legal Description and annexed hereto, to be known as the proposed service 28 Meadow Drive, 15, 16, 18 Middle Road and 12, 14, 15, 16, 17, 18 Pasture Lane Sewer District Extension of the North Greenbush Consolidated Sewer District and to include all the property described therein, and it is further

RESOLVED, that the construction of the improvements in said proposed Sewer District Extension of the North Greenbush Consolidated Sewer District shall be in accordance with the plans and specifications as prepared by Advance Engineering & Surveying, PLLC, and be it further

RESOLVED, upon completion, the proposed Sewer District Extension of the North Greenbush Consolidated Sewer District facilities shall be operated and maintained by the Town of North Greenbush Utilities Department in the future with the exception of individual house sewer laterals and grinder pumps, the sewer laterals and grinder pumps which shall be maintained solely by the property owners within the Sewer District Extension.

RESOLVED, that the Sewer District Extension prayed for in said Petition, to wit: the proposed Sewer District Extension of the North Greenbush Consolidated Sewer District, is granted

by the Town Board of the Town of North Greenbush, as described in said Petition, upon the condition that all costs associated with said extension be paid by the Town; that Advance Engineering & Surveying, PLLC, the New York State Department of Health and the Rensselaer County Department of Health approve the map and plan prior to the construction; that the property owners shall obtain any necessary easements and that such easements be granted to the Town of North Greenbush if required in form and substance satisfactory to the Town Attorney, and that upon completion of such construction, all sanitary sewer mains, lines and appurtenances be dedicated to the Town of North Greenbush if required, and it is further

RESOLVED, that the Town Clerk of the Town of North Greenbush is hereby authorized and directed to cause a certified copy of this Resolution to be duly recorded in the Office of the Clerk of Rensselaer County in which the Town of North Greenbush is located, within ten (10) days after the adoption of this Resolution, and it is further

RESOLVED, that within ten (10) days after the adoption of this Resolution, the Town Clerk be and she hereby is authorized and directed to file a certified copy of this Resolution, in duplicate, in the Office of the State Department of Audit and Control, at Albany, NY.

NOW, THEREFORE, on motion of **Supervisor Bott** seconded by **Councilperson Merola**, all members present voting on roll call which resulted as follows:

Joe Bott, Supervisor	**AYE**
Kelly Hoffman, Councilwoman	**AYE**
Jessica Merola, Councilwoman	**AYE**
James Gordon, Councilman	**AYE**
Mary Frances Sabo, Councilwoman	**AYE**

RESOLUTION 2026-10-105

CERTIFICATION OF RESOLUTION

I, **JANICE KERWIN**, Town Clerk of the Town of North Greenbush, in the County of Rensselaer, New York, **HEREBY CERTIFY** that the foregoing annexed Resolution of the Town Board of said Town of North Greenbush adopted **October 8, 2026**, has been compared by me with the original **resolution 2026-10-105** as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and the whole of said Resolution.

IN WITNESS WHEREOF, I have unto set my hand and affixed the corporate seal of said Town of North Greenbush, this **8th day of October 2026.**

_____

JANICE KERWIN
North Greenbush Town Clerk

At a meeting of the Town Board of
the Town of North Greenbush
held at 7:00 pm on October 8, 2026,
at Town Offices

**IN THE MATTER OF AWARDING CONTRACT
FOR ROUTE 4 SEWER EXTENSION PROJECT**

WHEREAS, bids for the Route 4 Sewer Extension were received on September 1, 2026; and

WHEREAS, Consulting Engineers, Laberge Engineering & Consulting Group Ltd., have submitted their report to the Town of North Greenbush relative to their analysis of bids.

NOW, THEREFORE, BE IT RESOLVED THAT the recommendation of said Engineers be hereby accepted, approved and adopted; and

BE IT FURTHER RESOLVED THAT the Route 4 Sewer Extension project be hereby awarded to Jablonski Excavating, Inc., 71 North Main Street, Dolgeville, New York 13329, in the amount of **$2,499,000.00.**

NOW, THEREFORE, on motion of **Supervisor Bott** seconded by **Councilperson Gordon** all members present voting on roll call, which resulted as follows:

Joseph Bott III, Supervisor	**AYE**
Kelly Hoffman, Councilwoman	**AYE**
Jessica Merola, Councilwoman	**AYE**
Jim Gordon, Councilman	**AYE**
Mary Frances Sabo, Councilwoman	**NAY**

RESOLUTION 2026-10-106

STATE OF NEW YORK)
COUNTY OF RENNSELAER) ss:
TOWN OF NORTH GREENBUSH)

I, Janice Hannigan Kerwin, do hereby verify that the foregoing is a true copy of **Resolution 2026-10-106** adopted by the Town Board of the Town of North Greenbush, Rensselaer County, New York, on the **8th day of October 2026.**

_____
Janice Hannigan Kerwin, Town Clerk

S E A L

At a Regular Meeting of the Town Board
of the Town of North Greenbush, held on
October 8, 2026, at 7:00 p.m. at the Town offices

IN THE MATTER OF SCHEDULING A PUBLIC HEARING ON A PROPOSED LOCAL LAW

WHEREAS, the Town of North Greenbush is desirous of having the ability to override the New York State Tax Cap, if needed, for the 2027 Town Budget pursuant to New York State General Municipal Law Section 3-c, Subdivision 5; and

WHEREAS, the Town Attorney has prepared a proposed local law entitled "A Local Law to Override the Tax Levy Limit Established in General Municipal Law § 3-c"; and

WHEREAS, subdivision 5 of General Municipal Law § 3-c expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law; and

WHEREAS, the Town Board has reviewed proposed Local Law No. 6 of the year 2026, a copy of which is attached hereto and is on file, for public inspection, with the Town Clerk; and

WHEREAS, such Local Law appears appropriate as to form and it appearing appropriate for a Public Hearing to be scheduled so as to consider public comments on such proposed Local Law; and

WHEREAS, a public hearing must be held to provide citizens with an opportunity to be heard and to provide comment on the proposed amendments to the Town Code; and

NOW, THEREFORE, BE IT RESOLVED, that proposed Local Law No. 6 of the year 2026 is hereby approved as to form, and

BE IT FURTHER RESOLVED, that a Public Hearing will be held at **6:40 p.m. on November 12, 2026**, at the Town Hall Annex of the Town of North Greenbush located at 2 Douglas Street, Wynantskill, New York 12198 so as to allow the Town Board to hear Public Comment on proposed Local Law No. 6 of 2026, and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to give notice of such hearing by publishing, no later than **November 2, 2026**, in the Town's official newspaper, The Record, a certified copy of this Order and by posting a certified copy of this Order on the signboard of the Town of North Greenbush and on the Town website not less than ten or more than twenty days before such hearing.

Supervisor Bott moved, **Councilperson** , and the Town Board voted as follows:

Supervisor Bott	____
Councilperson Hoffman	____
Councilperson Merola	____
Councilperson Gordon	____
Councilperson Sabo	____

RESOLUTION 2026-10-107

NO second, NO vote taken

TOWN OF NORTH GREENBUSH

LOCAL LAW NO. 6 OF 2026 - A LOCAL LAW TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-C

Be it enacted by the Town of North Greenbush in the County of Rensselaer, as follows:

Section 1. Legislative Intent.

It is the intent of this Local Law to override the limit on the amount of real property taxes that may be levied by the Town of North Greenbush, County of Rensselaer, State of New York (hereinafter "North Greenbush") pursuant to General Municipal Law § 3-c, and to allow North Greenbush to adopt a budget for (a) Town purposes and (b) any other special or improvement district governed by the Town Board for the fiscal year 2027 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 sixty percent (60%) of the Town Board.

Section 3. Tax Levy Limit Override.

The Town Board of the Town of North Greenbush is hereby authorized to adopt a budget for the fiscal year 2027 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 this 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. PLEASE TAKE NOTICE TO THE EXTENT THAT THIS LOCAL LAW MAY CONFLICT WITH APLICABLE PORTIONS OF THE TOWN LAW OF THE STATE OF NEW YORK, IT IS THE STATED INTENTION OF THE TOWN TO EXERCISE ITS AUTHORITY TO SUPERSEDE AND AMEND, AS GRANTED UNDER THE MUNICIPAL HOME RULE

No second, NO vote taken

LAW OF THE STATE OF NEW YORK, SECTION 10. THE TOWN HEREBY PROVIDES NOTICE THAT IT IS EXERCISING ITS AUTHORITY TO SUPERSEDE AND AMEND.

NO second, NO vote taken

At a meeting of the Town Board of the
Town of North Greenbush held at
7pm on October 8, 2026 at Town Offices

IN THE MATTER OF AUTHORIZING AN INCREASE IN THE HOURLY RATE FOR THE ASSISTANT DIRECTOR OF FINANCE FOR THE TOWN OF NORTH GREENBUSH

WHEREAS, the Town of North Greenbush recognizes the critical roles of the members of the Comptroller's Office in maintaining the fiscal health, transparency, and administrative efficiency of the municipality; and

WHEREAS, Megan Lambert currently serves the Town in the capacity of Assistant Director of Finance at an hourly rate of $30.00 per hour; and

WHEREAS, the Town Comptroller has reviewed the duties, performance, and current market compensation for this position and has recommended an adjustment to reflect increased responsibilities, meritorious service, and cost-of-living standards; and

WHEREAS, sufficient funds are available within the 2026 Town Budget under the Comptrollers Personal Services line item A1315.1 to accommodate this adjustment;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of North Greenbush hereby approves an increase in the hourly rate for Megan Lambert, Assistant Director of Finance, from $30.00 per hour to $31.00 per hour; and

BE IT FURTHER RESOLVED, that this hourly rate increase shall become effective on October 9, 2026; and

BE IT FURTHER RESOLVED, that the Town Comptroller is hereby authorized and directed to take all necessary administrative and financial actions to implement this rate change.

NOW, THEREFORE, on motion of **Supervisor Bott** seconded by **Councilperson Sabo** all members present voting on roll call, which resulted as follows:

Joseph Bott III, Supervisor	**AYE**
Kelly Hoffman, Councilwoman	**AYE**
Jessica Merola, Councilwoman	**AYE**
Jim Gordon, Councilman	**AYE**
Mary Frances Sabo, Councilwoman	**AYE**

RESOLUTION 2026-10-108

At a Regular Meeting of the Town Board of the Town of North Greenbush held on October 8, 2026 at 7:00 p.m. at the Town Offices

IN THE MATTER OF THE APPOINTMENT OF THE TOWN ATTORNEY FOR THE TOWN OF NORTH GREENBUSH

WHEREAS, a vacancy exists in the office of Town Attorney for the Town of North Greenbush commencing on October 9, 2026; and

WHEREAS, Town Supervisor Joseph H. Bott III has recommended **Andrew Brick** to fill the position of Town Attorney; and

WHEREAS, Andrew Brick is duly admitted to practice law in the State of New York and possesses the requisite experience and qualifications in municipal law to serve the Town effectively;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of North Greenbush hereby appoints Andrew Brick as Town Attorney for the Town of North Greenbush, to serve at the pleasure of the Town Board commencing on October 9, 2026, for the remainder of the term ending December 31, 2026; and be it further

RESOLVED, that the compensation for the Town Attorney shall be established as provided in the Town budget; and be it further

RESOLVED, that this resolution shall take effect immediately upon its adoption.

Supervisor Bott moved, **Councilperson Gordon** seconded, and the Town Board voted as follows:

Supervisor Bott	**AYE**
Councilwoman Hoffman	**AYE**
Councilwoman Merola	**AYE**
Councilman Gordon	**AYE**
Councilman Sabo	**AYE**

RESOLUTION 2026-10-109

At a Regular Meeting of the Town Board
of the Town of North Greenbush held at 7;00pm
on October 8, 2026, at the Town Offices

IN THE MATTER OF APPROVING DOWNPAYMENTS
TO BE MADE IN CONNECTION WITH THE PREVIOUSLY
APPROVED PURCHASES OF HIGHWAY DEPARTMENT VEHICLES

WHEREAS, on September 10, 2026, pursuant to **Resolution 2026-09-89**, the Town Board approved the request by the North Greenbush Highway Superintendent for purchase of two Chevrolet Silverado 3500 trucks for snowplow and general use to replace the existing two Dodge Ram trucks are incapable of being repaired; one of which is 14 years old and the other is 19 years old; and

WHEREAS, said Resolution provided for the financing of said vehicles through a tax-exempt municipal lease-purchase agreement with GM and that the ownership of both vehicles will be transferred to the Town at the conclusion of the 5-year term; and

WHEREAS, the Vehicles Purchase Agreements for each vehicle provide for a $20,000 down payment for each vehicles, with the balance being financed;

WHEREAS, the Town's Comptroller confirms that the down payments and financing costs to acquire the two (2) vehicles are being deducted from the Highway Department's budget line-item DA5110.2 and do not have a material impact on the Town's finances; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board does hereby approve the payment of $20,000 per vehicle for a total of $40,000 and hereby directs the Town Comptroller to make such payment and authorizes the Town Comptroller and/or the Town Highway Superintendent to execute such documentation as may be required to effectuate the purchases.

NOW THEREFORE, on motion of **Councilperson Supervisor Bott** moved, **Councilperson Sabo** seconded, and the Town Board voted as follows:

Supervisor Bott	**AYE**
Councilperson Hoffman	**AYE**
Councilperson Merola	**AYE**
Councilperson Gordon	**AYE**
Councilperson Sabo	**AYE**

RESOLUTION 2026-10-110

At a Regular Meeting of the Town Board of the Town of North Greenbush held at 7:00 p.m. on October 8, 2026, at the Town Offices

IN THE MATTER OF RETAINING PHINNEY DESIGN GROUP
AS CONSTRUCTION MANAGER FOR
THE TOWN OF NORTH GREENBUSH AMBULANCE PROJECT

WHEREAS, the Town of North Greenbush is planning (A) (1) the acquisition of fee interest in and to an approximately 0.82 acre parcel of land located off of Bloomingrove Drive, in the Town of North Greenbush (the "Land") and the existing North Greenbush Ambulance Station located at 409 Main Avenue, Wynantskill, New York (the "Existing Facility"), (2) the authorization by the Town of North Greenbush of the construction of an approximately 6,800 square foot ambulance station on the Land for the North Greenbush Ambulance Association to supplement the Existing Facility and improve emergency medical response services for the residents of the Town of North Greenbush and surrounding communities (the "Project Facility"), and (3) the acquisition and equipping of personal property, furniture, furnishings, fixtures, machinery, office supplies and equipment (the "Equipment") to be installed and/or used in connection with the Project Facility (the Land, the Facility and the Equipment are hereinafter collectively referred to as the "Project Facility" or the "Project"); and (B) the financing for the Project will be provided, in part, by bonds in an amount not to exceed .Six Million and No/100 ($6,000,000.00) Dollars.

WHEREAS, the Town has received and reviewed a Standard Form of Agreement Between Owner and Construction Manager – C132- 2019 from Phinney Design Group (the "Construction Manager"), to serve as the Architect in connection with the Project; and

WHEREAS, pursuant to the terms of said agreement, the construction Manager will (1) plan, coordinate, prepare budgets, track funds, and manage expenses to prevent overspending, (2) develop work timetables, sequence tasks and ensure timely completion, (3) hire, schedule and direct subcontractors, trade workers and site personnel, (4) meet regularly with architects, engineers, the Towen and the ambulance district and local inspector to interpret technical drawings and resolve design issues, (5) ensure all work follows local building codes, safety regulations and environmental laws, and (6) address site delas, materials shortages and unexpected construction issues in a timely manner related to the exercise of professional skill and care all services necessary for the design and construction aspects of the Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of North Greenbush hereby authorizes the Town Supervisor to execute the Standard Form of Agreement Between Owner and Architect – C132- 2019 with Phinney Design Group, contingent upon a successfully negotiated final version with supplemental conditions; and

BE IT FURTHER RESOLVED, that payment for such services shall be made from financing for the Project provided by bonds as described above, subject to the terms and conditions of said agreement.

Councilperson Sabo moved, **Supervisor Bott** seconded, and the Town Board voted as follows:

Supervisor Bott	**AYE**
Councilwoman Hoffman	**AYE**
Councilwoman Merola	**AYE**
Councilman Gordon	**AYE**
Councilman Sabo	**AYE**

RESOLUTION 2026-10-111

AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the day of in the year

BETWEEN the Owner:

Town of North Greenbush
2 Douglas Street
Wynantskill, NY 12198

and the Construction Manager:

Phinney Design Group
142 Grand Avenue
Saratoga Springs, NY 12866

for the following Project:

North Greenbush Ambulance Association
New Ambulance Station and Existing Station Renovations

The Architect:

Michael R. Phinney Architect, PLLC
DBA Phinney Design Group
142 Grand Avenue
Saratoga Springs, NY 12866

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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ARTICLE 1 INITIAL INFORMATION

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

§ 1.1.1 The Owner's program for the Project:

Refer to attached Exhibit A – Project Narrative dated 5-11-2026 and Schematic Design Presentation dated 5-10- 2023

§ 1.1.2 The Project's physical characteristics:

Refer to attached Exhibit B – Ambulance Corp Parcel Boundary Comparison Plan dated 1-12-2026

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

Refer to attached Exhibit C – Opinion of Probable Costs dated 4-16-2026

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

.1 Design phase milestone dates, if any:

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Refer to attached Exhibit D – Project Milestone schedule dated 4-16-2026. Note that this schedule is subject to change based on finalization of the referendum and coordination with the LiveWell Group's adjacent capital project.

.2 Construction commencement date:

To be reviewed and coordinated with the Livewell Group and their Site Work Contractor.

.3 Substantial Completion date or dates:

To be confirmed and coordinated following the start of construction activities. A twelve (12) month construction duration is anticipated.

§ 1.1.5 The Owner intends the following procurement method for the Project:

Competitive bidding pursuant to New York State General Municipal Law Section 103, utilizing multiple prime contracts (including separate specifications and contracts for General Construction; Plumbing; Heating, Ventilating, and Air Conditioning; and Electrical Wiring and Illuminating Fixtures) in strict compliance with the New York State Wicks Law (General Municipal Law Section 101), unless the Project is validly exempt under a Project Labor Agreement (PLA) executed pursuant to New York State Labor Law Section 222. See Exhibit A to this Supplemental Condition, attached hereto and made a part hereof

§ 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:

N/A

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

N/A

§ 1.1.8 Other Project information:

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:

Ryan French – Ambulance Association
Daniel Bornhorst – Ambulance Association

§ 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:

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§ 1.1.11 The Owner shall retain the following consultants and Contractors:

.1 Land Surveyor:

Scott Lansing
Lansing Engineering
2452 State Route 9, Suite 301
Malta, NY 12020
Phone: (518) 899-5243

.2 Geotechnical Engineer:

To be determined

.3 Civil Engineer:

Scott Lansing
Lansing Engineering
2452 State Route 9, Suite 301
Malta, NY 12020
Phone: (518) 899-5243

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:

Christopher Buskey, Director of Operations Construction Management
Phinney Design Group
142 Grand Avenue
Saratoga Springs, NY12866

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:

CM staffing plan to be determined and reviewed with the owner prior to the start of the bidding process

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:

N/A

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

N/A

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

It is understood that the parcel of land that the new ambulance station will be constructed on is being deeded over to the Town of North Greenbush as part of the PDD which has been approved and amended by the Town. Sitework, grading, utilities, paving, retaining walls, stormwater management, civil engineering, etc. for the new ambulance station project will be provided as part of the agreement between LiveWell Group and the Town of North Greenbush. The ambulance station project will need to coordinate the start of it's construction with the work being performed by the site developer under contract with LiveWell Group and the transfer of the property and site control will need to coincide with the completion of their agreed upon scope.

It is understood that the Owner will engage the services of a qualified Construction Manager before the start of Construction Documents.

§ 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.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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.

§ 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.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, 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

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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, or inconsistency in such services or information.

§ 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 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.

§ 2.8.1 Commercial General Liability with policy limits of not less than one million ($ 1,000,000.00) for each occurrence and two million ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 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 ($ 1,000,000.00) 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 ($ 1,000,000.00) each accident, one million ($ 1,000,000.00) each employee, and one million ($ 1,000,00.00) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million ($ 5,000,000.00) per claim and five million ($ 5,000,000.00) 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.

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§ 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 assist the Owner, Architect, and other Project participants in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include the following:

Procore

§ 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.

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. 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

§ 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 includes, at a minimum, 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

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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.

§ 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 Schematic Design, 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.

§ 3.2.11 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 professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

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§ 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.

§ 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. 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.

§ 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, 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.

§ 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.

§ 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 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, 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 of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 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 Contractors with each other and with those of the Construction

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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 Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and 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 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 Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the 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.

§ 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 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'

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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 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 (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. 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 Contractor solely and exclusively for purposes of coordinating the safety programs with 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.

§ 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 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 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, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 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 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.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker 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.

§ 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.

§ 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 Photographs to document the progress of the Project;

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.12 Status reports on permits and approvals of authorities having jurisdiction; and
.13 Any other items the Owner may require:

§ 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 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, 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 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 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.

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§ 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. 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.

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.

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

§ 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.

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

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§ 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.

§ 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 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 Services 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;

.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 Assistance to the Initial Decision Maker.

§ 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 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.

.2 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 fourteen months (14 months) months of the date of this Agreement, 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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ARTICLE 5 OWNER'S RESPONSIBILITIES

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

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction 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. 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.

§ 5.5 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 test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 5.9 N/A

§ 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, 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.

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§ 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 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 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.

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 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 be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget 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, or evaluation, prepared or agreed to by the Construction Manager.

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§ 6.3 N/A

§ 6.4 If 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 exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the 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.

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 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.

§ 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 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 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.

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§ 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 due to either party's termination of this Agreement, except as specifically provided in Section 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:

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] 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 N/A

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

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.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager 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.

§ 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:

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 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. 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.

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§ 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.

§ 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.

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:

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§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

One and one-quarter percent (1.25%) of the Total Hard Construction Costs of the work plus Design and Construction Contingencies

§ 11.1.2 For Construction Phase Services in Section 3.3:

Seven percent (7%) of the Total Hard Construction Costs of the work plus Design and Construction Contingencies

§ 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:

To be reviewed and negotiated prior to the commencement of any Supplemental Services

§ 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:

To be reviewed and negotiated prior to the commencement of any Additional Services

§ 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 twenty percent (20 %), or as follows:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

Refer to Attachment A, Rates and Reimbursables

Employee or Category	Rate ($0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 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;
.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;

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.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Twenty percent (20 %) of the expenses incurred.

§ 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.

§ 11.8 Payments to the Construction Manager
§ 11.8.1 Initial Payment
§ 11.8.1.1 An initial payment of zero dollars and zero cents ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments
§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) 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.

%

§ 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.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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 Advisor

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.2 Exhibits:

[X]

Exhibit A – Project Narrative dated 5-11-2026 and Schematic Design Presentation dated 5-10- 2023
Exhibit B – Ambulance Corp Parcel Boundary Comparison Plan
Exhibit C – Opinion of Probable Costs dated 4-16-2026
Exhibit D – Project Milestone schedule dated 7-6-2026
Attachment A-Rates and Reimbursables
Attachment B-Standard Terms and Conditions

[ ] Other Exhibits incorporated into this Agreement:

N/A

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

TOWN OF NORTH GREENBUSH

Joseph N Bott III	Edwin C. Anker IV
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
BY: Joseph N Bott III Supervisor	BY: Edwin C. Anker IV, AIA | Principal
(Printed name and title)	*(Printed name and title)*

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EXHIBIT A - PROJECT NARRATIVE

Expanded Project Background

The Town of North Greenbush, in conjunction with the North Greenbush Ambulance Association, is proposing the construction of a new, modernized ambulance station to better serve the growing needs of the North Greenbush communities. The proposed facility will provide approximately 6,800 square feet of updated emergency response space designed specifically to support current operations and future service demands.

Over the past several years, the department has experienced a significant increase in emergency call volume driven by continued residential growth, additional urgent care facilities, expanding senior housing and healthcare services, and a steadily increasing average population age throughout North Greenbush and surrounding areas. The addition of developments such as WellNow's and other residential expansion has further increased demand for emergency medical services, requiring the department to evaluate future staffing and operational needs carefully.

While the current ambulance station has faithfully served the community for decades, the facility is no longer capable of supporting modern emergency response operations. Although the Ambulance Association recently invested substantial funds into preserving the existing building, including masonry restoration, concrete repairs, areas of roof replacement, and asbestos abatement, these improvements addressed only immediate maintenance concerns and did not resolve the long-term limitations of the facility itself.

The existing station currently consists of approximately 6,500 square feet, including a second floor totaling 2,071 square feet which are currently rented apartments. Interior renovation efforts will add 3 additional bunk rooms to the floor plan along with an additional bathroom; however, despite the interior renovation plans along with the recent maintenance and restoration efforts, the facility lacks the property area and physical capacity necessary to support meaningful expansion or modernization to meet current and future operational demands.

The proposed new station has been carefully planned to address these deficiencies while providing a modern, efficient, and functional emergency response facility. The one-story building with a mezzanine overlooking the apparatus bay will total approximately 6,800 square feet and will be designed around the operational needs of the department's personnel and equipment. Key features of the proposed facility include:

- Capacity to house up to four emergency vehicles
- A modern vehicle exhaust ventilation system to improve safety and air quality

- Dedicated dormitory accommodations for on-duty crews, including a kitchen and lounge area, work stations, staff offices, and conference/training room.
- Separate men's and women's restroom and support facilities
- A ready room and updated operational support spaces
- A significantly improved apparatus bay layout designed to enhance response efficiency and ambulance crew safety

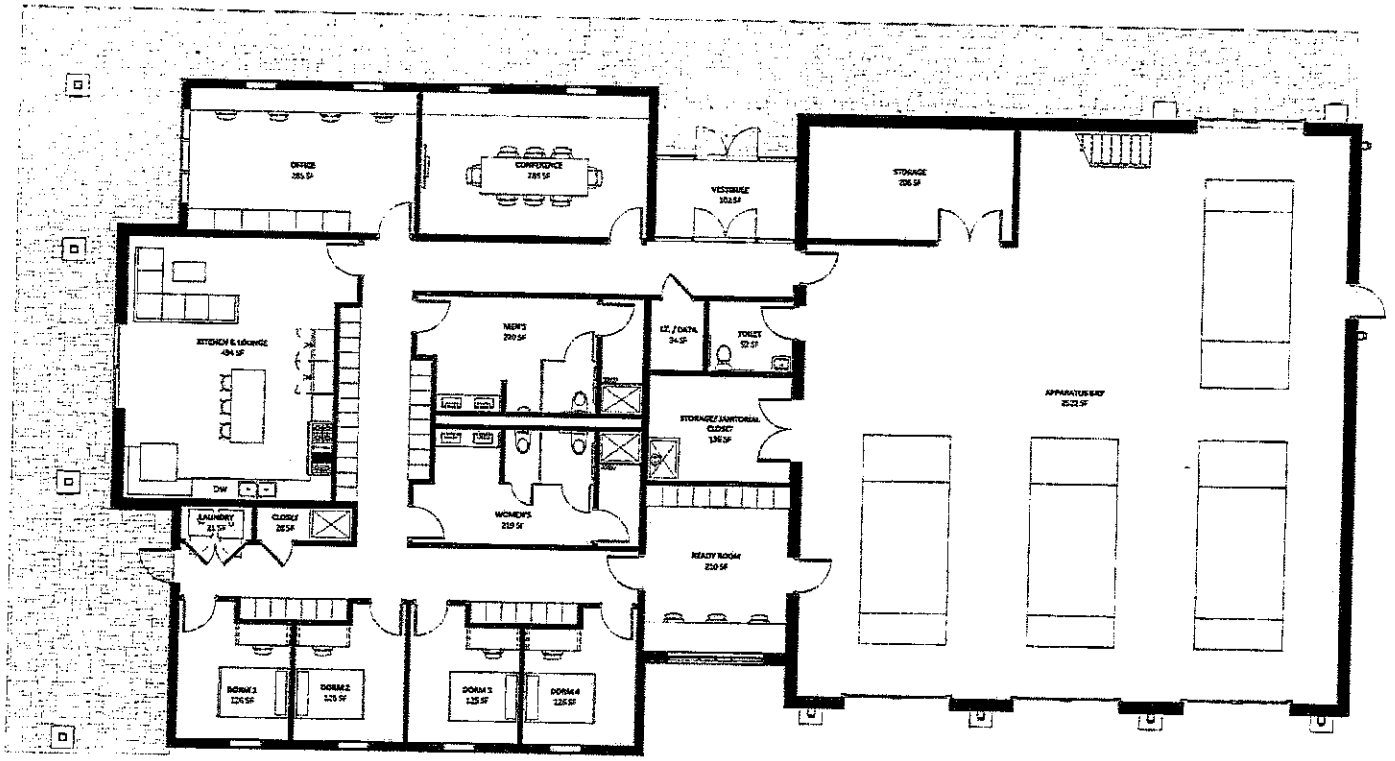
Importantly, the building layout and operational flow have been reviewed directly with the department's executive team and ambulance crews to ensure the facility supports rapid response times and efficient movement from living quarters to apparatus during emergency calls.

The proposed project is not solely about replacing a building; it is about preparing the department to meet the increasing emergency service demands of the community for decades to come. The new station will provide the flexibility needed to support additional staffing, modern emergency response equipment, and evolving healthcare and public safety needs without compromising service quality or operational readiness.

The current ambulance station is no longer adequate to support modern emergency response operations and requires renovations. The existing 6,500-square-foot facility's planned interior renovations will include an additional bunk room, renovations to the existing bunk rooms, and renovated bathroom and showers. The kitchen, lounge, and office spaces will also be renovated.

This investment represents a proactive commitment to maintaining reliable, efficient, and modern emergency medical services for the residents of Wynantskill, North Greenbush, and surrounding communities.

EXHIBIT A

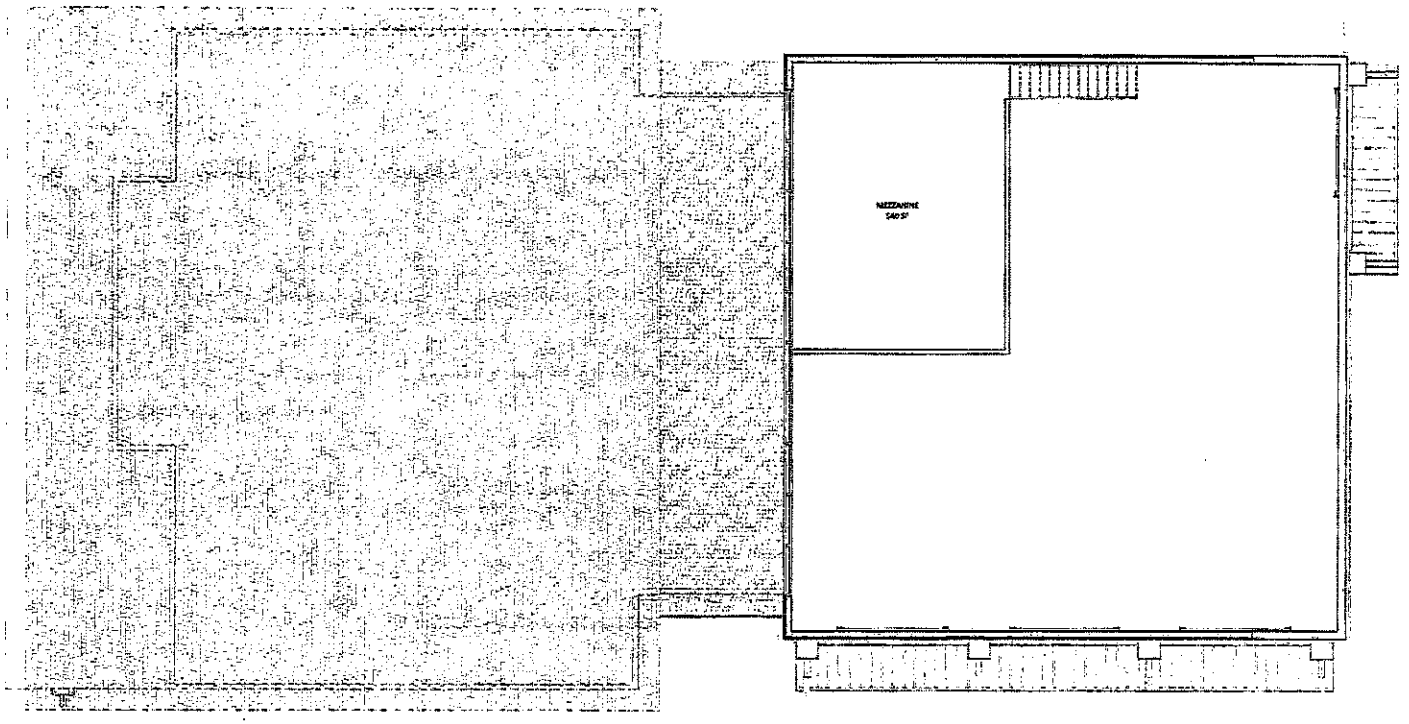


PHINNEY DESIGNGROUP
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NORTH GREENBUSH AMBULANCE ASSOC.
SCHEMATIC DESIGN

FIRST FLOOR - OPT. 1
10/05/2023

SHEET #
A01



PHINNEY DESIGN GROUP

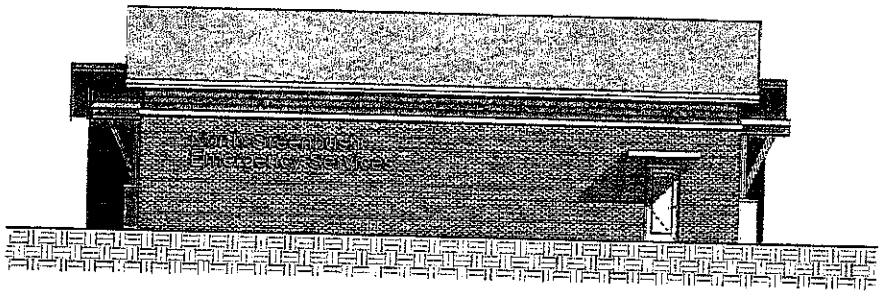
NORTH GREENBUSH AMBULANCE ASSOC.

SCHEMATIC DESIGN

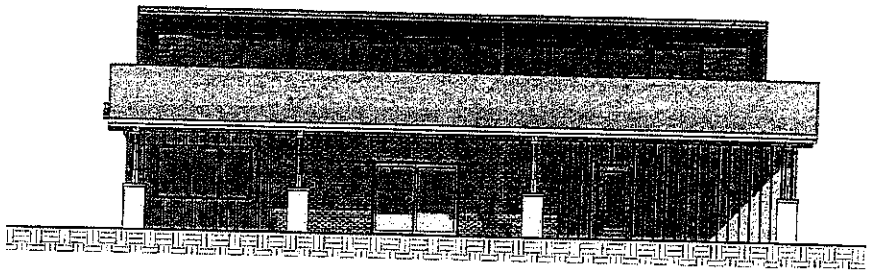
MEZZANINE

10/05/2023

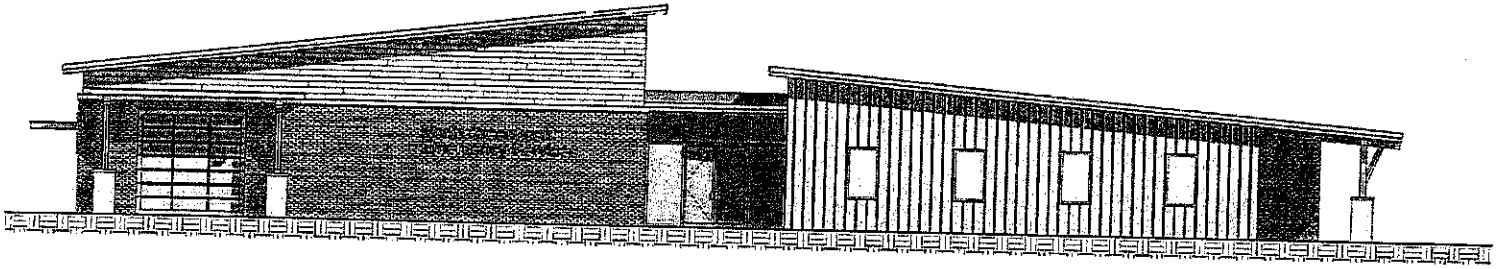
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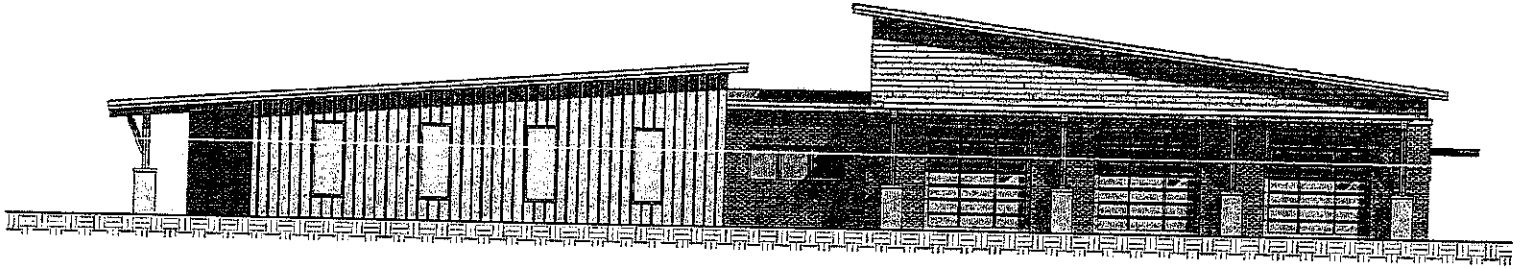
NORTH ELEVATION - OPT. 2



SOUTH ELEVATION - OPT. 2



WEST ELEVATION - OPT. 2



EAST ELEVATION - OPT. 2

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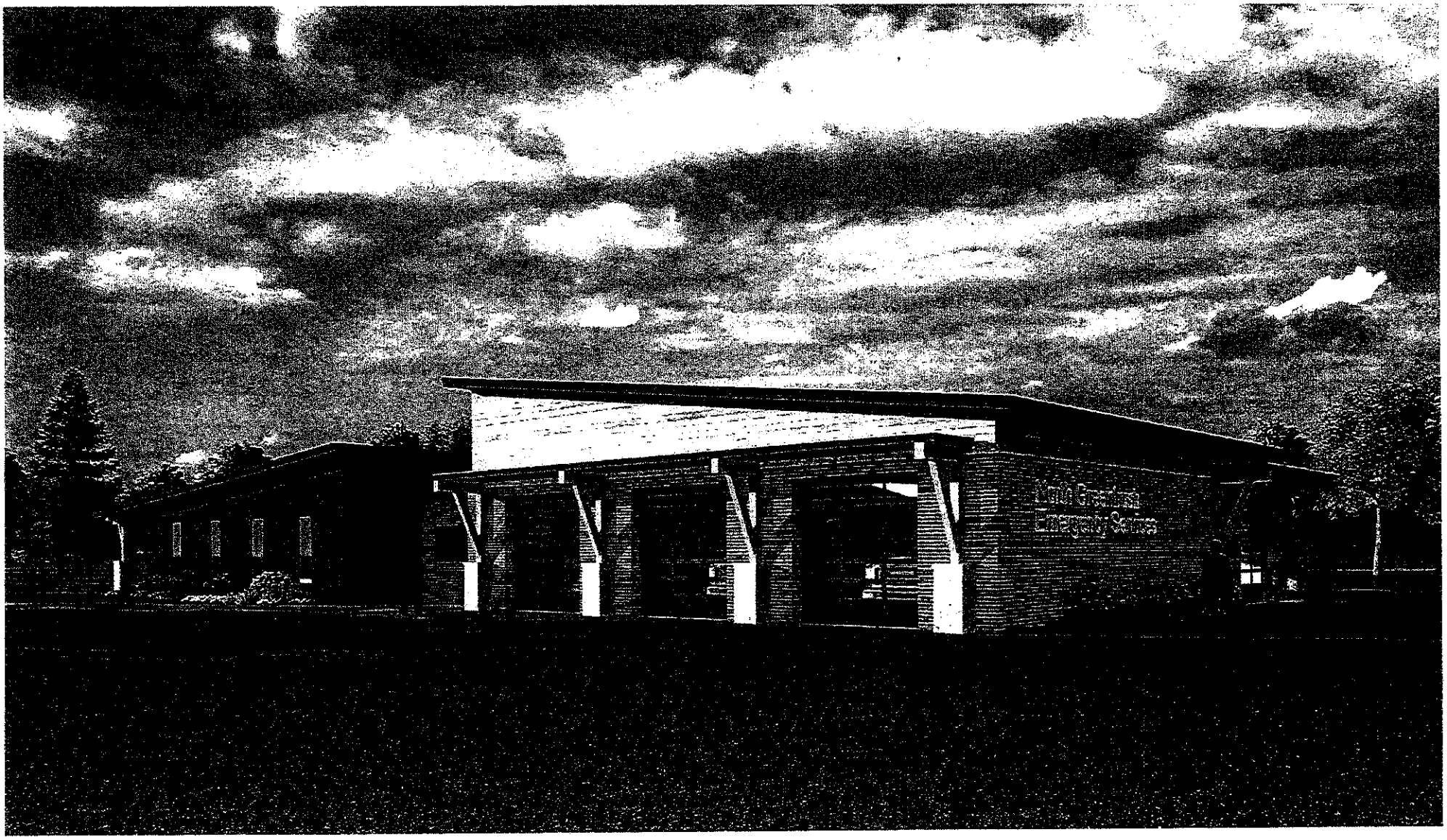
NORTH GREENBUSH AMBULANCE ASSOC.

SCHEMATIC DESIGN

EXTERIOR ELEVATIONS

10/05/2023

SHEET #: A03



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NORTH GREENBUSH AMBULANCE ASSOC.

SCHEMATIC DESIGN

EXTERIOR RENDERING - OPT. 1

10/05/2023

SHEET #: 1



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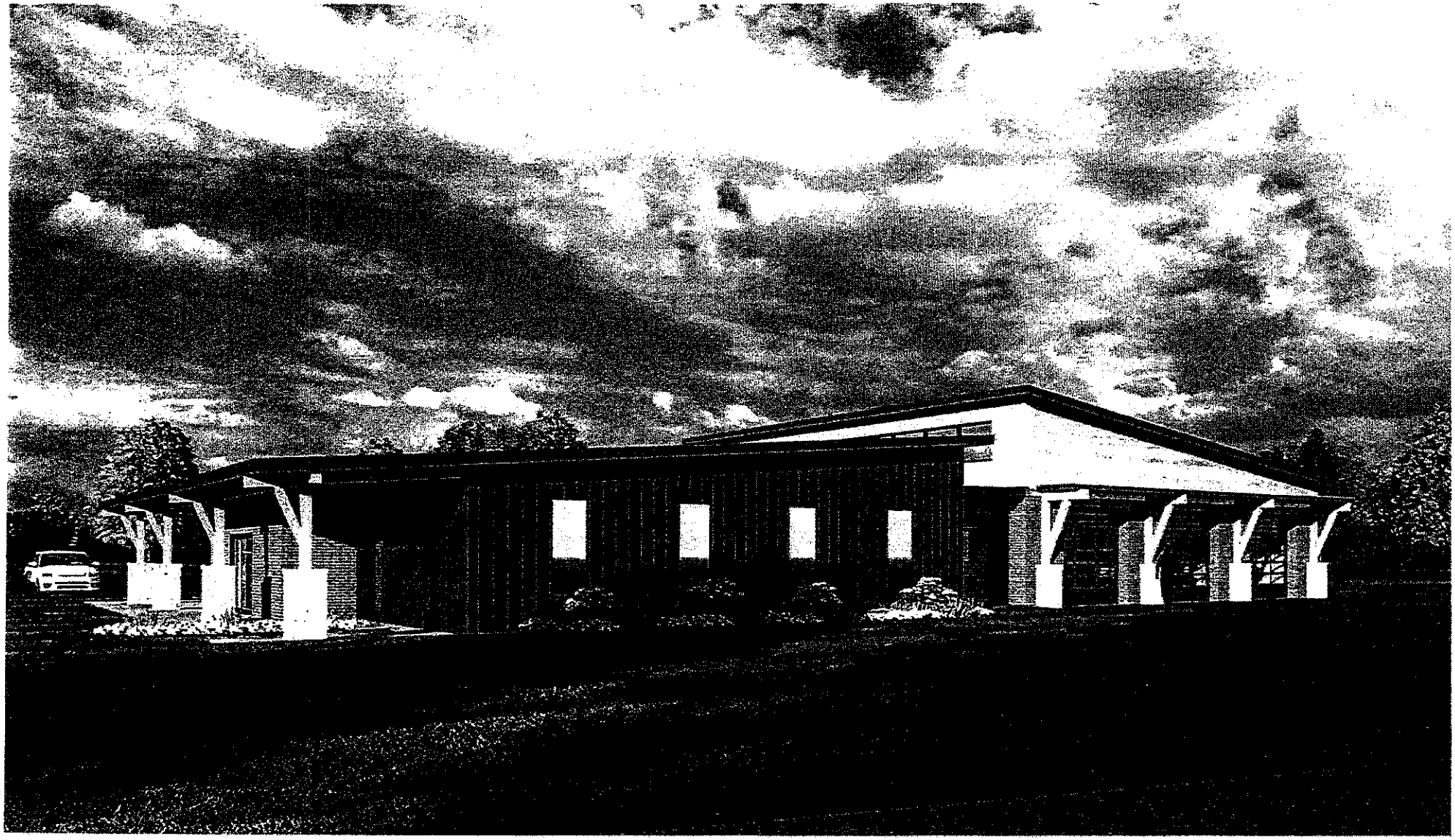
NORTH GREENBUSH AMBULANCE ASSOC.

SCHEMATIC DESIGN

EXTERIOR RENDERING - OPT. 1

10/05/2023

SHEET #: 1.1



PHINNEY DESIGNGROUP

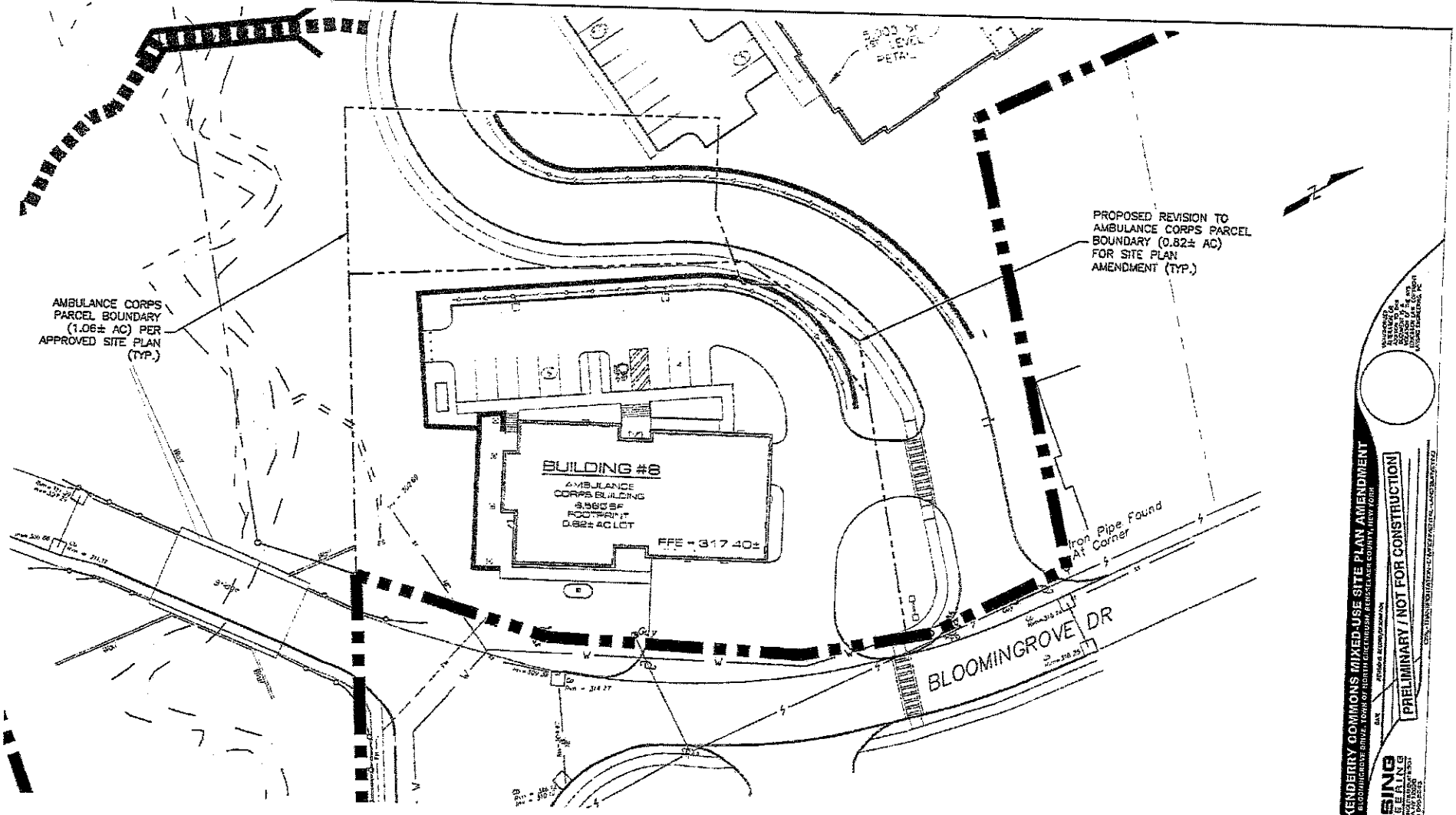
NORTH GREENBUSH AMBULANCE ASSOC.

SCHEMATIC DESIGN

EXTERIOR RENDERING - OPT. 1

10/05/2023

1.2



AMBULANCE CORP PARCEL BOUNDARY COMPARISON PLAN

EXHIBIT B

0 20 40 80 160

SCALE: 1"=40'

QUACKENDERRY COMMONS MIXED-USE SITE PLAN AMENDMENT

PRELIMINARY / NOT FOR CONSTRUCTION

LANSING ENGINEERING

AMBULANCE CORP PARCEL BOUNDARY COMPARISON PLAN

ACB-1

EXHIBIT C

North Greenbush Ambulance Association - 2026 Capital Project

Opinion of Probable Costs

As of: 4/16/2026

SPACE	CONDITIONED S.F.	LOW RANGE COST/S.F.	LOW RANGE VALUE	HIGH RANGE COST/S.F.	HIGH RANGE VALUE
NEW AMBULANCE STATION					
Ambulance Bay					
Ambulance Bay	2480	$400	$ 992,000	$480	$ 1,190,400
Storage Room	206	$325	$ 66,950	$390	$ 80,340
Mezzanine Stair	42	$250	$ 10,500	$300	$ 12,600
Mezzanine	560	$300	$ 168,000	$360	$ 201,600
Center Core					
Vestibule	108	$375	$ 40,500	$450	$ 48,600
IT / Data Closet	34	$300	$ 10,200	$360	$ 12,240
Ambulance Bay Toilet	53	$400	$ 21,200	$480	$ 25,440
Storage / Janitorial	136	$300	$ 40,800	$360	$ 48,960
Ready Room	211	$375	$ 79,125	$450	$ 94,950
Administrative / Crew Quarters					
Conference Room	285	$375	$ 106,875	$450	$ 128,250
Office	285	$375	$ 106,875	$450	$ 128,250
Kitchen / Lounge	495	$425	$ 210,375	$510	$ 252,450
Laundry	21	$350	$ 7,350	$420	$ 8,820
Closet	28	$300	$ 8,400	$360	$ 10,080
Dorm 1	126	$350	$ 44,100	$420	$ 52,920
Dorm 2	126	$350	$ 44,100	$420	$ 52,920
Dorm 3	126	$350	$ 44,100	$420	$ 52,920
Dorm 4	126	$350	$ 44,100	$420	$ 52,920
Men's Toilet / Shower	218	$425	$ 92,650	$510	$ 111,180
Women's Toilet / Shower	216	$425	$ 91,800	$510	$ 110,160
Hallway Lockers (35 total)	105	$175	$ 18,375	$210	$ 22,050
Circulation / Corridors	625	$300	$ 187,500	$360	$ 225,000
MAIN LEVEL SUB TOTAL	6612		$ 2,435,875		$ 2,923,050
NET TO GROSS FACTOR	2.6%	$344	$ 59,192	$413	$ 71,031
NEW STATION GROSS CONST. TOTAL	**6784**	**$368**	**$ 2,495,067**	**$441**	**$ 2,994,081**

OUTDOOR SPACE	GROSS UNCOND. S.F.	COST/S.F.	VALUE	COST/S.F.	VALUE
Outdoor Patio	755	$150	$ 113,250	$180	$ 135,900
Entry Walkway	170	$150	$ 25,500	$180	$ 30,600
Site Work (Incl. w/ contribution)		0	$ -	0	$ -
OUTDOOR SPACE SUB TOTAL	**925**	**$150**	**$ 138,750**	**$180**	**$ 166,500**
NEW STATION TOTAL HARD CONSTRUCTION COST			$ 2,633,817		$ 3,160,581
Cost Per Square Foot			$ 388		$ 466

North Greenbush Ambulance Association - 2026 Capital Project

Opinion of Probable Costs

As of: 4/16/2026

EXISTING STATION RENOVATIONS						
Basement	941	$10	$	9,410	$12	$ 11,292
Hazardous Material Abatement		Est.	$	100,000		$ 150,000
Apparatus Bay						
Ambulance Bay Floor	1305	$25	$	32,625	$30	$ 39,150
Plymovent	1305	$65	$	84,825	$78	$ 101,790
Garage Doors	2	$11,000	$	22,000	$13,200	$ 26,400
Doors & Hardware	1	$3,500	$	3,500	$4,200	$ 4,200
Main Level Living/Work Area						
Kitchen / Living Area	424	$250	$	106,000	$300	$ 127,200
Conference / Office	159	$150	$	23,850	$180	$ 28,620
Storage Room	89	$125	$	11,125	$150	$ 13,350
Radio Storage	16	$150	$	2,400	$180	$ 2,880
Entrance / Printing / Work	178	$150	$	26,700	$180	$ 32,040
Stair	53	$100	$	5,300	$120	$ 6,360
Main Level Bunk Area						
Office	77	$150	$	11,550	$180	$ 13,860
Hallway	147	$125	$	18,375	$150	$ 22,050
Bathroom 1	83	$225	$	18,675	$270	$ 22,410
Bathroom 2	87	$225	$	19,575	$270	$ 23,490
Bunk 1	138	$150	$	20,700	$180	$ 24,840
Bunk 2	124	$150	$	18,600	$180	$ 22,320
Bunk 3	153	$150	$	22,950	$180	$ 27,540
Bunk 4	154	$150	$	23,100	$180	$ 27,720
Under Stair Storage	44	$75	$	3,300	$90	$ 3,960
Front Vestibule	25	$75	$	1,875	$90	$ 2,250
Second Level						
Apartment Entrance	104	$0	$	-	$0	$ -
Apartment 1	632	$0	$	-	$0	$ -
Apartment 2	495	$0	$	-	$0	$ -
Apartment 3	712	$0	$	-	$0	$ -
Hallway	176	$0	$	-	$0	$ -
Outdoor Space						
ADA Ramp / Entry Porch & Stair	186	$150	$	27,900	$180	$ 33,480
Driveway Upgrades		Allow	$	40,000	Allow	$ 50,000
Parking Lot Upgrades		Allow	$	55,000	Allow	$ 65,000
Roof Replacement & Exterior	NOT INCLUDED IN TOTAL COSTS BELOW				WORK COMPLETED	
Original Station Roofs	3980	Actual	$	181,648	Actual	$ 181,648
Exterior Masonry Repointing		Actual	$	164,710	Actual	$ 164,710
EXISTING STATION TOTAL HARD RENOVATION COST			**$**	**709,335**		**$ 882,202**

North Greenbush Ambulance Association - 2026 Capital Project

Opinion of Probable Costs

As of: 4/16/2026

EXISTING STATION TOTAL HARD RENOVATION COST		**$**	**709,335**	**$**	**882,202**
NEW STATION TOTAL HARD CONSTRUCTION COST		**$**	**2,633,817**	**$**	**3,160,581**
Design Contingency	3.0%	$	100,295	$	121,283
Construction Contingencies	8%	$	267,452	$	323,423
Incidentals Budget	30.2%	$	1,075,601	$	1,075,601
Escalation	.5%/month x 12 months	$	42,560	$	52,932
ESTIMATED TOTAL CAPITAL PROJECT COST		**$**	**4,829,061**	**$**	**5,616,022**
PROPOSED LIVEWELL GROUP CONTRIBUTION					
Site Work	(not included in total cost)	$	450,000	Estimated per "Exhibit A"	
Property Value (ready pad site)	(not included in total cost)	$	500,000	Estimated per "Exhibit A"	
Building Shell		$	700,000	7000 square feet at $100	
TOTAL PROPOSED CONTRIBUTION		**$**	**700,000**	Negotiated with LiveWell	
ESTIMATED TOTAL PROJECT COST AFTER CONTRIBUTION		**$**	**4,129,061**	**$**	**4,916,022**

EXHIBIT D

DRAFT FOR REVIEW

PHINNEY DESIGNGROUP
architecture | interior design
construction management

North Greenbush Ambulance Association
New Ambulance Station

PROPOSED PROJECT MILESTONE SCHEDULE

As of July 6, 2026

PHASE A - PRE-REFERENDUM	**June 2022 - March 2026**
Programming & Schematic Design	June 2022 – July 2025
Fiscal Advisors Team Meeting	April 16, 2026
Prepare Bond Resolution	April – June 1, 2026
Bond Resolution	Prior to July 9, 2026
Detailed Financial Package for Referendum	May 2026
Public Information Sessions	June 1 and June 8, 2026
Town Board Authorization to Proceed	June 11, 2026
Execute AIA Contract with PDG	**July 10, 2026**
PHASE B - POST-REFERENDUM	**July 2026 - April 2027**
DESIGN DEVELOPMENT	**July 2026 – October 2026**
Design Consultants Kick-Off meeting	Mid July 2026
50% Design Development	Late August 2026
100% Design Development	Late October 2026
Planning Board Site Plan Review	Completed Early 2025
CONSTRUCTION DOCUMENTS	**October 2026 – March 2027**
50% Construction Documents	October 2026
Building Department Permitting	Early December 2026
100% Construction Documents	December 2026
PHASE B - BIDDING PHASE	**January 2027 – March 2027**
Bid Period	4-5 weeks
Construction Contract Awards	2-3 weeks
Long Lead Time Submittals	March – April 2027
PHASE C - CONSTRUCTION PHASE	**May 2027 – June 2028**
Construction Period	**12 Months (est.)**
Mobilization, Site Established	6 weeks
Foundations/Floor Slabs	6 weeks
Envelope Framing/ Building Enclosure	10 weeks

Roofing	3 weeks
Weathertight Shell	
MEP Rough-In	12 weeks
Insulation/Drywall	10 weeks
Finishes	10 weeks
MEP Finish/Start up	8 weeks
Finish Site Work	9 weeks
Substantial Completion	**June 2028**
PHASE D – CLOSE OUT PHASE	**Commences at Substantial Completion**
Punchlist and Closeout	4 weeks
NGAA Occupancy	2 weeks

Attachment A - Standard Rate Schedule and Reimbursables 2026

The hourly rates and In-house printing and plotting costs below were approved by Phinney Design Group and will be effective as of January 1, 2026. The rates below may be updated after 12 months since the approved date. If the rate structure changes during the terms of this agreement, Phinney Design Group will notify the owner prior to billing against the new rate structure.

Hourly Rates:

STAFF POSITION	HOURLY RATE
Senior Principal:	$255.00/Hour
Principal:	$225.00/Hour
Senior Project Manager / Senior Architect / Senior Designer / Director:	$210.00/Hour
Project Manager:	$195.00/Hour
Office Manager:	$185.00/Hour
Project Architect:	$185.00/Hour
Project Designer:	$180.00/Hour
Senior Interior Designer:	$180.00/Hour
Interior Designer:	$165.00/Hour
Job Captain:	$165.00/Hour
Accounts Manager:	$165.00/Hour
Senior Draftsperson / Technical Director:	$165.00/Hour
Junior Interior Designer:	$155.00/Hour
Revit Draftsperson:	$155.00/Hour
Intern Architect:	$130.00/Hour
Intern Interior Designer:	$130.00/Hour
Project Clerk:	$125.00/Hour
Clerical/Support Staff:	$120.00/Hour
Project Manager CM:	$130.00/Hour
Assistant Project Manager CM:	$100.00/Hour

In-House Printing / Data Transfer Reimbursables:

MATERIAL	UNIT COST
Black and White Prints (8 ½ x 11)	$0.25 each
Black and White Prints (11 x 17)	$0.35 each
Color Print (8 ½ x 11)	$0.50 each
Color Print (11 x 17)	$0.75 each
2GB Flash Drive	$8.50 each
5GB Flash Drive	$10.00 each

Note: Out-of-house printing/copying costs will be invoiced at 1.2 times the amount invoiced PDG. Postage, shipping, mileage and other miscellaneous travel expenses will be invoiced at 1.2 times the amount invoiced PDG. Current Federal IRS published rate for mileage is 72.5 cents per mile.

pdg

Attachment B - Standard Terms and Conditions – PDG 2026

1. **SERVICES TO BE PROVIDED:** Michael R. Phinney Architect, PLLC., "PDG" hereinafter, hereby agrees to provide the OWNER with the services set forth in the attached Design Service Proposal, "Proposal" hereinafter, under the terms and conditions set forth herein. In the event the Proposal modifies or conflicts with these Standard Terms and Conditions, the provisions of the Proposal shall govern. The Proposal and its attachments constitute the full and complete "Agreement" between the parties, superseding all contemporaneous prior written or oral communications, or administrative agreements (including purchase orders), and may be amended, added to, or waived only upon explicit mutual consent of both parties in writing.

2. **BILLING AND PAYMENT:** OWNER shall pay PDG in accordance with the rates and charges set forth in the Agreement. Invoices will be submitted periodically and are payable within thirty (30) days of the invoice date. Interest will be charged at the rate of 1.5% per month on any balance that remains unpaid thirty (30) days after the date of the invoice. OWNER agrees that failure to pay within 30 days may be considered breach of this Agreement and enable PDG to terminate services seven (7) days after written notice of intent to terminate. The OWNER shall be liable for all collection costs, including attorney's fees.

3. **SUSPENSION/TERMINATION:** The OWNER may, upon seven (7) days written notice, suspend or terminate further work by PDG. The OWNER shall remain liable for, and shall promptly pay PDG for all services rendered to the date of suspension or termination. PDG may, upon seven (7) days written notice, suspend or terminate this Agreement if OWNER fails to substantially perform in accordance with any terms and conditions herein. Failure to make payments in accordance here with shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of suspension. In the event of either termination or suspension for OWNER's convenience, or other cause beyond the control of PDG, the OWNER shall make payment to PDG for all fees, costs, and services rendered at the time of suspension or termination, plus an amount equal to half the remaining fees to be earned should PDG have completed the work contemplated by this Agreement.

4. **APPROVAL OF WORK:** The work performed by PDG shall be deemed approved at the end of the phases or tasks as outlined in the proposal unless OWNER objects in writing within fifteen (15) days of the final invoice date for that phase by written notice specifically stating the details in which OWNER believes such work is incomplete or defective. Changes in the work requested by the CLENT after approval of the previous phase will be considered additional services.

5. **OTHER EXPENSES AND CONSULTANTS:** Expenses not otherwise identified herein will be billed at cost plus a Twenty Percent (20%) administrative charge. Examples of other expenses ordinarily charged to projects are out of house printing and reproduction, shipping charges, meals, long distance telephone, rental vehicles, fares of public carriers, etc. The costs of special professional technical services or engineering sub-consultants are not included in our fee. Such services, when required and approved by the OWNER, will be obtained and their costs shall be borne as a direct reimbursable expense plus a Twenty Percent (20%) administrative charge.

6. **INSURANCE:** PDG will furnish appropriate insurance certificates for general and professional liability upon request. The OWNER agrees that PDG's total aggregate liability to the OWNER for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, PDG's and their sub-consultants negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the fee or the available limits and conditions of such insurance coverage, whichever is greater.

7. **CONSTRUCTION PHASE SERVICES:** The OWNER recognizes that construction review is a vital element of PDG's complete service, provided to minimize problems during construction by permitting detection of and/or rapid response to unanticipated or changed, conditions, or errors or omissions committed by design professionals, contractors, materials providers or others. The OWNER also recognizes that no party is as intimately familiar with PDG's intents as PDG. Accordingly, PDG agrees to review, observe, and report on the construction of PDG's recommendations, plans, specifications, and the quality of work performed. Should the OWNER for any reason not retain PDG to review construction, or should PDG at the direction of the OWNER for any reason not perform construction review during the full period of construction, the OWNER agrees to defend, indemnify, and hold harmless PDG and its sub consultants against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from the construction of the project. When construction-phase services are included in this Agreement, PDG will provide personnel to determine in general whether construction is proceeding in general conformance with the Documents. Regardless of the scope of services, PDG is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project.

8. **DOCUMENTS:** All Drawings, specifications, calculations, notes, and other documents, including those in electronic form, prepared by PDG and its sub-consultants are instruments of Service that shall remain PDG's property. PDG and its sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. No other license or right shall be deemed granted or implied under this Agreement. The OWNER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of PDG. The OWNER shall not use the Instruments of Service for future additions or alterations to this project or for other projects without express written consent of PDG. Any unauthorized use of the Instruments of Service shall be at the OWNER's sole risk as follows: OWNER shall defend, indemnify, and hold harmless PDG from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.

9. **OPINION OF PROBABLE COSTS:** When required as part of the Proposal for Services, PDG will furnish opinions of probable cost and/or revenues associated with the Project but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost or other financial projections prepared by PDG here under will be made on the basis of PDG's experience and qualifications and will represent PDG's judgment as an experienced and qualified design professional. However, users of the probable cost and/or financial projections must recognize that PDG does not have control over the cost of labor, materials, equipment, market conditions, contractor's methods of determining prices, the performance of the work, or services furnished by others.

10. **INDEMNIFICATION:** The OWNER agrees to indemnify and hold harmless PDG and its sub consultants from all claims and costs (including attorney's fees) arising out of this Agreement except when such claims and costs are caused by the negligent acts, errors or omissions of PDG.

11. **STANDARD OF CARE:** PDG and its sub-consultants will exercise that degree of care and skill ordinarily exercised by similarly situated architects and engineers practicing under similar circumstances. OWNER agrees that services provided will be rendered without any warranty, express or implied. PDG shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

12. **SEVERABILITY:** If any portion of these Standard Terms and Conditions or of the Proposal for Services for this project shall for any reason be deemed invalid or unenforceable, such a determination shall not affect the other provisions of this Agreement and the Agreement shall be construed in all respects as though the invalid or unenforceable portion were omitted.

13. **HAZARDOUS MATERIALS:** Unless otherwise provided in this Agreement, PDG and PDG's consultants 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. If PDG suspects the presence of hazardous materials PDG shall promptly notify the OWNER.

14. **USE OF PROFESSIONAL MATERIALS:** PDG shall have the right to include photographic or artistic representations of the design of the Project among PDG's promotional and professional materials. PDG shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the OWNER's confidential or proprietary information if the OWNER has previously advised the Architect in writing of the specific information considered by the OWNER to be confidential or proprietary.

15. **CONSEQUENTIAL DAMAGES:** PDG and the OWNER waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business or business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement except as explicitly stated herein.

16. **OWNER'S OBLIGATIONS:** In addition to other terms and conditions identified herein, the OWNER shall provide timely responses to PDG's requests for determination or information relevant to the efficient conduct of PDG's services. Timely responses shall include availability for project meetings as identified in the Proposal. In no event shall requests for information or determination lapse for a period exceeding fourteen (14) business days. The OWNER shall not hold PDG accountable for OWNER-created delays. The OWNER shall provide reasonable accommodation for PDG to assess the project site as necessary for the conduct of its services. The OWNER shall promptly report to PDG any defects or suspected defects in services of which the OWNER becomes aware so that PDG may minimize the consequences of the defect. Failure of the Owner or Owner's contractors to so notify shall relieve PDG of costs to remedy the defects above the sum cost of the defect should notice have been given when first discovered.

17. **MISCELLANEOUS:** Governing Law: The substantive laws of the State of New York shall govern any disputes between PDG and the OWNER arising out of the interpretation and performance of this Agreement. Certifications: PDG shall not be required to sign any documents, no matter by whom requested, that would result in PDG's having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services, or responsibilities beyond the scope of this Agreement. Reliance: Unless otherwise specifically indicated in writing, PDG shall be entitled to rely, without liability, on the accuracy and completeness of information provided by OWNER, OWNER's consultants and contractors, and information from public records, without the need for independent verification. Third Parties: Nothing contained herein shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or PDG. PDG's services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against PDG because of this Agreement or PDG's performance of services hereunder. Mediation: PDG and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.

TOWN OF NORTH GREENBUSH

Joseph N Bott III — 9/30/26

Signature — Date

Supervisor

_____ Owner Initials