

# Construction Technology Project Agreement

## St. Lawrence-Lewis BOCES

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the St. Lawrence-Lewis Board of Cooperative Educational Services, (the “BOCES”) and the Ogdensburg Land Bank (the “Owner”) for the purpose of establishing a mutual understanding with respect to the obligations of each party for the Building Trades Project (the “Project”) by the BOCES Construction Technology students.

### RECITALS:

The SLL BOCES operates programs for the training and instruction of students in Building Trades program and periodically undertakes a house construction project (the “Project”) to provide practical instruction in construction technology skills.

### AGREEMENTS:

1. The Owner willingly enters into this Agreement to permit BOCES students to build the Project.
2. The Students shall, at all times they are working on the Project, be duly directed and supervised by a certified member of the BOCES staff.
3. **PROJECT DESIGN:** The Owner and the SLL BOCES have, as of the signing of this Agreement, agreed upon the basic design for the Project to be constructed by BOCES students. A copy of such plans are annexed hereto and made a part hereof as Exhibit “A”. To the extent that such plans require any professional certification, it shall be the sole responsibility of the Owner to provide such certification; no work shall begin until such plans are provided.
4. **WORK LOCATION:** The work on the project will be taking place at Northwest Technical Center.
5. **PROJECT MATERIALS:** The materials required for the construction of the Project are annexed hereto and made a part hereof as Exhibit “B”. Materials purchasing and availability shall be arranged in one of the manners indicated below:
  - a. The Owner shall purchase the materials directly and arrange for them to be delivered to the construction location. Additional materials that may be needed during construction process will be purchased by the Owner within one (1) working day from the date of request by the BOCES Construction Technology instructor. It is understood that the Owner shall not delay the delivery of any required materials needed for the construction of the Project and the instruction of the students.
6. **PROJECT ASSIGNMENTS:** The BOCES shall be responsible for the salary of the instructor(s), supplying any required tools and/or equipment for the construction any required temporary heat for the Project, and the cost of any power to run the tools.

7. **PROJECT TERM:** Work on the Project shall be undertaken during the 2020-2021 school year and shall commence on or about September 8, 2020 and shall terminate no later than June 25, 2021. Work shall proceed expeditiously, but it is understood that the primary purpose of the Project is for the instruction of students in the proper methods of construction technology. It is further understood that the work may result in the same steps being undertaken or repeated multiple times until correctly completed. It is also understood and agreed that there is no guarantee, of any sort, that such Project will be fully completed by the end of the 2021 school year. The Owner agrees to accept the Project in the **AS IS** condition as of the construction termination date referenced.
8. **INSTRUCTIONAL PURPOSE:** The Owner recognizes that the labor to be performed during the course of the Project will be that of students who are basically unskilled in building trades techniques, and recognizes as a result thereof there may be a greater degree of materials wastage and/or completed quality of work lower than that associated with professionals employed in the construction trades, and enters into this Agreement with that understanding.
9. **WARRANTY:** The BOCES shall not be liable to the Owner or to any third parties for defects in workmanship or materials or for failure to follow plans and specifications. **BOCES MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE WORK TO BE PERFORMED AND MAKES NO WARRANTY RELATIVE TO MERCHANTABILITY OR FITNESS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE EXPLICIT REQUIREMENTS SET FORTH IN THIS AGREEMENT.**
10. **PROGRESS COMMUNICATION:** At least once every month the Owner shall meet with the BOCES instructor to review progress on the Project and to discuss any issues relating to the work to date and the plans for future work. In the event the Owner has concerns about the on-going construction, they are to be discussed directly and privately with the teacher outside of the instructional period.
11. **CONTRACT AMENDMENTS:** If there are changes required in the plans following initial submittal, any changes must be agreed upon between the Owner and the BOCES representatives, and such changes must be initialed by both parties before any changes will be incorporated in the work.
12. **EXCLUSIONS:** The BOCES shall not undertake any wiring, plumbing, masonry, or heating, ventilating, air conditioning work on the project, except as specifically set forth below (in addition, other clarifications are noted below). If applicable, such work shall be the sole responsibility of the Owner and shall only be undertaken after the Project has been removed from the BOCES or on site during a vacation period with the approval of the BOCES.

Plumbing work included:	Stub water lines, and install plumbing drain vents
Electrical work included:	200 amp interior panel and interior wiring to code; rough in wall outlets, light switches, light fixture
Masonry work included:	none
HVAC work included:	none

Other clarifications: interior/exterior insulation to code/house will be made able to separate for removal and placement on permanent setting. Final inspections will be completed when house is at permanent setting.

13. **USE OF PROFESSIONAL TRADESMEN:** If a professional tradesman is on site during any school vacation period to work on the project, such tradesman must supply the BOCES with proof of liability insurance and workers compensation insurance on a form acceptable to the BOCES insurance broker. If the Owner anticipates the use of a professional tradesman (or school district personnel) during a school vacation period, the Owner shall notify the BOCES at least two weeks prior to the date the tradesman is expected on site (or the work is anticipated by the district personnel). Before any professional tradesman is permitted on site; the Owner shall provide a Certificate of insurance setting forth the BOCES as a named insured.
14. **TRANSPORT/REMOVAL:** The Owner shall be responsible to arrange and pay for the removal of the Project from BOCES property by no later than August 31, 2021. If the completed Project is not removed by the Owner on or before such date, the Project shall become the property of the BOCES and the Owner shall waive any and all claims he has, or may have, to the Project.
15. **INSURANCE:** The BOCES shall insure the Project to the extent of replacement costs for the goods and materials that may be damaged while at the Tech Center. The BOCES shall also provide all applicable insurance in the event of the injury to a student or instructor. The BOCES shall hold the Owner harmless against any claim made with respect to injuries to students or instructors sustained in the construction of the Project while at Tech Center.

To the extent that pick-up and transportation (i.e.: hauling) of materials is part of the agreement, BOCES shall insure the Owner to the extent of the replacement costs for the good and materials or other property that may be damaged while the student is participating in such training activities.

16. Any required notices shall be sent by certified mail, return receipt requested, addressed as follows:

TO: St Lawrence Lewis BOCES  
ATTN: \_\_\_\_\_ Thomas Burns \_\_\_\_\_  
TO: \_\_\_\_\_ 40 West Main Street \_\_\_\_\_  
\_\_\_\_\_ Canton, NY 13617 \_\_\_\_\_  
\_\_\_\_\_

17. It is understood that the construction of the Project is an instructional venture and that the students are not employees of the Owner.
18. This Agreement must be approved by the BOCES Board before it is finalized.

**ST. LAWRENCE-LEWIS COUNTY BOARD OF COOPERATIVE SERVICES:**

**By:** \_\_\_\_\_

**Board President or District Superintendent**

**OWNER:** \_\_\_\_\_

**(Owner)**

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_