



October 15, 2025

Karen LaRocca-Fels, Director
Ossining Public Library (Client)
53 Croton Avenue
Ossining, NY 10562

Re: Ossining Public Library (OPL or Client or Owner)
OPL Renovation/Alteration Project
Additional Services Request #6 (ASR6) – Post Referendum Services (Rev2)

Dear Karen,

Lothrop Associates Architects D.P.C. (LAA or Architect) proposes to amend its original Agreement dated April 20, 2023 to include the following Additional Basic Services for the Project. We and our sub-consultants will provide Additional Basic Services to proceed with Post Referendum Services for the Project as outlined herein. Our sub-consultants include the following:

1. OLA Consulting Engineers – Led by Jim Dolan, OLA will provide all mechanical, electrical, plumbing and fire protection engineering services for the Project.
2. TYLin Structural Engineers – Led by Nat Oppenheimer, TYLin will provide all structural engineering services for the Project.
3. Nasco Construction Services, Inc. – Led by Ed Hiney, Nasco will provide professional cost estimating services for the Project.

Scope of Work:

The Scope of Work for the Project includes all work included in the 50% Design Development Pre-Referendum Drawings prepared by Lothrop (dated 6/23/25), OLA (dated 6/11/25), and TYLin (dated 5/5/25) and Nasco's Cost Estimate (dated 7/14/25) for the Building Renovation Work that formed the basis for the Bond Referendum Vote held on September 16, 2025.

Post-Referendum Scope of Additional Basic Services:

We will provide Additional Basic Services as follows:

General:

1. **Services:** We will provide Architectural, Structural, Mechanical, Electrical, Plumbing and Fire Protection (MEP/FP) Engineering and Cost Estimating Services. We will supply all labor, materials, supplies and out-of-pocket expenses and travel time necessary to complete the scope of services contained herein. This scope of services also includes any necessary meetings with the Client.
2. **Meetings:** We will meet with the Client throughout the performance of our services for the project. Meetings will be as mutually established by all involved parties. We will conduct all meetings and prepare meeting minutes of all meetings. Minutes will be distributed for review and comment. Revised minutes will be prepared and distributed for record. Meetings will include, but not be limited to, the following:

Lothrop Associates Architects D.P.C.
333 Westchester Avenue, White Plains, NY 10604 • 914-741-1115

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- a. **Design Development Phase Meetings** – We meet with the Client to review preliminary and revised Design Development Drawings, Preliminary Three-Part Specifications, and Cost Estimates.
 - b. **Construction Documents Phase Meetings** – We meet with the Client to review preliminary and revised Construction Documents Drawings, Three-Part Specifications, and Cost Estimates.
 - c. **Bidding Phase Meetings** – We meet with the Client to review preliminary and revised Bid Documents prior to issuance for Bid.
 - d. **Construction Phase Meetings** – We meet with the Client and Contractor weekly throughout the construction period.
3. **Design:** We will prepare schematic design, design development and construction drawings and specifications to satisfy the goals and objectives for the Project. Our design will
- a. Satisfy infrastructural and functional space needs,
 - b. Be sympathetic to the original Client aesthetic, and
 - c. Address accessibility non-compliances through the implementation of "Universal Design".
4. **Work Products:**
- a. **Drawings:** We will prepare schematic design, design development and construction drawings for the Project.
 - b. **Specifications:** We will prepare written three-part specifications for the Project.
5. **Cost Estimate:** We will prepare "Order of Magnitude" *"per square foot"* cost estimates to accompany schematic design, design development and construction drawings and specifications.
6. **Codes:** We will assure that all work shall meet or exceed Local and State Building Codes.
7. **Approvals and Permits:** The Architect shall, with the assistance of the Owner, be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project (including the portions of the Project designed by Simpson, Gumpertz & Heger Associates, Inc., P.C.) and for filing close out documentation with NYS Education Department (NYSED). As part of Basic Services, the Architect shall be responsible for making changes in the Instruments of Services and/or Construction Documents as may be required by NYSED or other governmental authority having jurisdiction over the Project.
8. Any errors or omissions in the Drawings, Specifications or other documents furnished by the Architect shall be promptly corrected by the Architect at no cost to the Owner. Nothing contained herein shall preclude a claim against the Architect by the Owner for damages arising from defective Drawings, Specifications or any other Contract Documents furnished by the Architect. The Owner's approval, acceptance, use or payment for all or any part of the Architect's services for the Project shall not in any way alter the Architect's obligations or the Owner's rights hereunder.
9. The Architect shall provide its services in conjunction with the services of a Construction Manager (CM) and an Engineer. The Architect will not be responsible for actions taken by the Construction Manager or the Engineer. The Architect agrees to work cooperatively with the Construction Manager and the Engineer in the best interests of the Owner and the expeditious progress of the Project.
10. If during any Phase, the estimated Cost of the Work pursuant to Article 6 of the April 20, 2023 Agreement is in excess of the Owner's budget for the Cost of the Work, the Architect shall revise, at its own cost and expense, all or any part of the Construction Documents or Bidding Documents necessary to bring the estimated Cost of the Work or bids within the Owner's budget for the Cost of the Work.

51% - 100% Design Development Phase Services:

1. 51% - 100% Design Development: Material selections will include all primary/major AND all remaining materials and finishes; doors and hardware; windows and storefronts; equipment; plumbing and electrical

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fixtures and fittings; millwork, cabinetry and shelving; restroom accessories; and miscellaneous components required for the building renovation design and construction.

2. We will update the detailed cost estimate to correspond to the revised/completed Design Development Documents. The updated detailed cost estimate will be prepared by NASCO Construction.
3. We will meet with you to present the revised/completed Design Development Documents.
4. We will submit approved Design Development Documents to state and local agencies having jurisdiction including Planning Department, Zoning Department, and Building Department for review and comment.
5. We will attend state and local agency meetings as applicable for the purposes of assisting you with the procurement of required state and local approvals.
6. We will receive and incorporate comments from state and local agencies into revised Design Development Documents that will constitute final Design Development Documents.
7. We will update the detailed cost estimate to correspond to the final Design Development Documents.
8. We will meet with you to present the final Design Development Documents.
9. Upon completion of Design Development Phase Services, we will proceed with Construction Documents Phase Services.

Construction Documents Phase Services:

1. Based on your approval of the Design Development Documents, we will prepare Construction Documents for your review and approval. Construction Documents include the drawings and specifications from which the project will be bid and built. The Construction Documents will illustrate and describe the further development of the approved Design Development Documents and shall consist of drawings and specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. We both acknowledge that in order to construct the work the Contractor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which we will review and process/approve accordingly.
2. We will incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
3. We will develop and prepare (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall submit all contracts, general conditions and other portions of contractual agreements proposed to be used in the bidding documents to the Owner, and the Owner's attorney at the direction of the Owner, for its prior review and approval.
4. We will update the detailed cost estimate. The updated detailed cost estimate will be prepared by NASCO Construction.
5. We will submit the Construction Documents and updated cost estimate to you for review and approval. The Architect shall submit all contracts, general conditions and other portions of contractual agreements proposed to be used in the bidding documents to the Owner, and the Owner's attorney at the direction of the Owner, for its prior review and approval. If the Cost of the Work exceeds the Owner's budget for the Cost of the Work, then the Architect shall redesign elements to achieve cost savings within the scope of the Work but shall not delete any essential element of the Project as determined by the Owner. When presenting the redesign to the Owner for approval, the Architect shall notify the Owner, in writing, of the actions taken to bring the Project within the scope of the Owner's budget for the Cost of the Work. If the Architect is unable to redesign the Project to meet the Owner's budget, programmatic and quality needs, then the Architect shall make appropriate written recommendations to the Owner to adjust the Project's size, quality and/or budget.

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6. We will receive and incorporate comments from you and approving agencies into revised Construction Documents that will constitute final Construction Documents. We will update the detailed cost estimate to correspond to the final Construction Documents.
7. At the end of this phase, we will:
 - a. Submit signed and sealed drawings and specifications to the Building Department for permit.
 - b. Furnish you with the Construction Documents, labeled "Bid Set" for your records.
 - c. Furnish you with the final updated detailed cost estimate.
8. Upon completion of Construction Documents Phase Services, we will proceed with Bidding Phase Services.
9. Approval of the Construction Documents by the Owner shall only constitute the Owner's approval of the general design concept; such approval shall not constitute and shall not be deemed to be a release of the responsibility and/or liability of the Architect, its agents, employees, subcontractors or consultants, with respect to the sufficiency and/or accuracy of the Construction Documents. Review of the Construction Documents by the Owner shall be completed so as not to impact the overall Project and NYSED approval phase.

Bidding Phase Services:

1. We will prepare a Bid Package to include drawings and specifications.
2. We will issue a Bid Package to Single Prime General, Mechanical, Electrical and Plumbing Contractors for competitive public bidding purposes compliant with WICKs Law.
3. We will attend and conduct a Pre-Bid Site Visit with prospective Bidders.
4. We will answer Requests for Information from Bidders.
5. We will receive, Analyze and Tabulate Bids.
6. We will check Bidders' references and qualifications.
7. We will prepare Recommendation of Award to Lowest Qualified Bidder.
8. We will assist you in the selection of a Single Prime General Contractor.

Construction Phase Services:

1. We will prepare Contract Documents (AIA Contract for Construction or Owner approved equal).
2. Architect will visit the construction site in coordination with the CM not less than once every week while the Work is in progress, and as often as necessary and appropriate to the type and state of construction, or as otherwise requested by Owner, to survey the site and Work and to familiarize itself with the progress and quality of the Work, and to determine in coordination with the CM for the Owner's benefit and protection whether the Work is being performed in a manner indicating that the Work is proceeding in accordance with all the requirements of the Contract Documents and all applicable laws, statutes, ordinances, codes, rules, regulations, orders and decrees. The Architect will exercise the utmost care and diligence in discovering and promptly reporting to the Owner and the CM, in writing, any defects or deficiencies in the Work of the Contractor or of any of its subcontractors, or their agents or employees, or any other person performing any of the Work in the construction of the Project.
3. We will attend weekly construction progress meeting during construction; assumed to be an 18-month construction period.
4. We will consult with you throughout construction until final payment to the Contractor is due.
5. We will review and approve submittals, shop drawings, product data, samples, and mockups. If it is determined that any submittal does not comply with the requirements of the Contract Documents, then the Architect shall require the Contractor to come into compliance by revising and resubmitting the particular initially submitted documentation that is not in compliance with the Contract Documents. The Architect shall promptly report, in writing, to the Contractor, Owner and CM any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples. The Architect

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- shall maintain a record of submittals and copies of submittals in accordance with the requirements of the Contract Documents. The Architect shall make revisions to Drawings, Specifications and other documents where necessary due to approved Contractor submittals.
6. We will review and certify contractor's applications for payment. The Architect shall maintain a record of each Contractor's application for payment, copies of which shall be sent to the Owner and CM with certification of each such application by the Architect. Further, the Architect shall not certify said application for payment if it is not accompanied by the following documentation:
 - a. Current sworn statement from the Contractor setting forth all subcontractors and material suppliers with whom the Contractor has subcontracted, the amount of such subcontract, the amount requested for any subcontractor or material supplier in the application for payment and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material supplier' liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
 - b. Commencing with the second (2nd) Application for Payment submitted by the Contractor, duly executed "after the fact" waivers of mechanics' and material supplier's liens from all subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current application for payment, plus sworn statements from all subcontractors, material suppliers and, where appropriate, from lower tier subcontractors, covering all amounts.
 - c. Certified payroll for employees and employees of subcontractors performing work on the Project; and
 - d. Copies of invoices submitted to the Contractor by its subcontractors and/or material suppliers.
 7. We will review and approve Proposed Change Orders.
 8. We will prepare and execute approved Change Orders. The Architect shall process all Change Orders and/or Construction Change Directives and submit same to NYSED for approval as may be required, and submit same to the Owner and CM.
 9. At substantial completion, we will visit the site and prepare a punch list.
 10. We will issue a Certificate of Substantial Completion.
 11. We will make a final site visit to check completion of punch list.
 12. We will issue a certified final application for payment.
 13. We will obtain as built drawings, warranties and close out documents from Contractor prior to issuance of final payment.
 14. We will compile and distribute Owner's Operations and Maintenance Manuals for Owner's records. O&M Manuals will include all operations, maintenance and warranty information called for in the Project Manual.
 15. The Architect shall forward to the Owner the following information received from the Contractors: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.
 16. The Architect shall have the responsibility to notify the Owner and the CM of Work that it observes as not conforming to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have the responsibility to recommend to the Owner and CM additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

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The Architect must obtain the Owner's prior written approval of any such special inspection or testing. No such good faith notification or recommendation shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

17. The Architect shall promptly notify the Owner, CM, and Contractor, orally and in writing, of any observed fault or defect in the Project or nonconformance with Construction Documents or Contract Documents, upon discovery of the defect or nonconformance, and shall notify the Owner and CM of all corrective actions taken or recommended. Any services by Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to the Owner.
18. The Architect shall prepare and issue certificates, forms and/or documents required by the NYSED pursuant to Part 155 of the Regulations of the Commissioner of Education at no additional cost to the Owner.

Compensation for Additional Basic Services:

For Additional Basic Services outlined above, we propose an additional Lump Sum Fee of One Million Nine Hundred Eighty-One Thousand, Eight Hundred Twenty-Two Dollars and Zero Cents (\$1,981,822.00). This Lump Sum Fee is itemized as follows:

1. 51%-100% Design Development Phase Services:	\$341,822.00
2. Construction Documents Phase Services:	\$1,000,000.00
3. Bidding Phase Services:	\$100,000.00
4. <u>Construction Phase Services:</u>	<u>\$540,000.00</u>
5. Total:	\$1,981,822.00

Supplemental Services:

At the Client's request, we will provide the following Supplemental Services:

1. Electrical Service Study and Upgrade (by OLA)
2. Commissioning (by OLA)
3. Energy Modeling (by OLA)
4. Acoustical Evaluation and Design - Lewis S. Goodfriend & Associates (LSGA) Acoustical Consultants. Led by Matt Murello, LSGA will provide acoustical design consulting services for all noise control and sound attenuation for interior and exterior spaces related to HVAC equipment noise.

Compensation for Supplemental Services:

For Supplemental Services outlined above, we propose Fees itemized as follows:

1. Electrical Service Study and Upgrade (by OLA):	\$30,000.00
2. Commissioning (by OLA):	\$130,000.00
3. Energy Modeling (by OLA):	\$35,000.00
4. Acoustical Evaluation and Design (by LSGA)*:	\$23,100.00
* \$18,700.00 of LSGA total fee of \$41,800.00 has already been earned and invoiced during pre-referendum services.	

Reimbursable Expenses:

Any costs incurred for these Additional Basic Services for the Project such as mileage for travel to and from the library, printing, photographs, delivery service, consultants, and building department consultant and filing fees shall be billed to you at cost times a 1.10 multiple. We estimate and recommend an additional \$7,500.00 allowance be added for reimbursable expenses.

Qualifications and Exclusions:

1. Survey of existing conditions and systems if limited to visually accessible areas only.
2. The delineation and performance of probes and destructive testing to is excluded.
3. The uncovering and/or exposure of concealed conditions, including structural systems, is excluded.
4. Attendance at Planning Board Meetings and Zoning Board Hearings is excluded unless otherwise included in design phases services outlined above.
5. We include bi-weekly site visits/meetings during design development and construction documents design phase services.
6. We include four (4) site visits/meetings during bidding phase services.
7. We include weekly site visits/meetings during construction; assumed to be an 18-month period. Meetings required beyond 18 months shall be considered an Additional Service..
8. Civil Engineering Services are excluded.
9. Geo-technical investigation including soil borings, test pits, soils classification and reporting is excluded.
10. Design of special foundations required by findings in the Geo-technical investigation report (i.e., unsuitable soils) is excluded.
11. Hazardous Materials investigation, sampling, testing, reporting and the preparation of abatement drawings and specifications are excluded.
12. Property Survey: The preparation of metes and bounds and/or topographic surveys is excluded. Required survey for approvals shall be provided by the Owner under direct separate contract with a licensed land surveyor.
13. The provision of any specialty consulting and/or sub-consulting design, bidding and construction phase services not included above, is excluded.
14. IT/Data/Telephone/Security consulting services: We will provide design for all electrical conduit, wiring, "drag lines" boxes and devices for the IT/Data/Telephone/Security systems. Design of these systems and related components is excluded and shall be provided by the Client's It/Data/Telephone/Security Vendor(s). We will coordinate our services with the services of the Client's IT/Data/Telephone/Security Vendors.
15. Fixtures, Furnishings and Equipment (FF&E) consulting services: We will provide general layouts for all fixtures, furnishings and equipment. We will assist the Client and the Client's FF&E Vendor(s) in the selection of fixtures, furnishings and equipment. We will coordinate our services with the services of the Client's FF&E Vendors.
16. Alternates: The design and preparation of drawings and specifications for "Deduct Alternates" and "Add Alternates" is included.
17. As-Designed Record Drawings and Specifications: The preparation of "As-Designed" Record Drawings and Specifications is excluded as a Basic Service.
18. Bid Documents: The preparation of Bid Documents (Drawings and Specifications) for bidding purposes is limited to the preparation of a single set of Bid Documents. The preparation of multiple sets of Bid Documents for either a single round of Bidding or multiple rounds of Bidding is excluded.
19. As-Built Record Drawings and Specifications: The preparation of "As-Built" Record Drawings and Specifications is excluded.
20. Services and/or time required as a result of Contractor's or Sub-Contractor's failure to perform as required in the Contract for Construction Between the Owner and Contractor shall be considered an Additional Service. This includes, but is not limited to, services and time required to replace contractor or sub-contractors for any reason.

Miscellaneous

1. Amend Section 2.5.1 of the April 20, 2023 Agreement by adding: "Umbrella coverage must be on a follow form basis. Waiver of subrogation in favor of the Owner shall be added or endorsed to such policy.
2. Amend Section 2.5.1.1 of the April 20, 2023 Agreement by adding the following sentence: "Waiver of subrogation in favor of the Owner shall be added or endorsed to such policy.
3. Amend Section 2.5.2 of the April 20, 2023 Agreement by adding the following sentence: "Waiver of subrogation in favor of the Owner shall be added or endorsed to such policy.
4. Amend Section 2.5.6 of the April 20, 2023 Agreement by adding the following: "If written on a "claims-made" basis, the retroactive date must pre-date the inception of this Agreement. Coverage shall remain in effect for two years following the completion of the Work of the Project.
5. Amend paragraph 2.5.7 of the April 20, 2023 Agreement to read as follows: "The Architect shall include the Owner as an unrestricted additional insured by causing amendatory riders or endorsements to be attached to the Architect's insurance policies. The insurance coverage afforded under these policies shall be primary and noncontributory to any insurance carried independently by the Owner. Said amendatory riders or endorsements shall indicate that as respects the Owner, there shall be severability of interests under said insurance policies for all coverages provided under said insurance policies. If the policies are written on a claims-made basis, the retroactive date must precede the date of this Agreement.

Each policy naming the Owner as an additional insured shall:

- 1) Be an insurance policy purchased from an A.M. Best rated A- or better insurer, authorized and admitted to conduct business in New York State.
- 2) Contain a 30-day notice of cancellation.
- 3) State that the organization's coverage shall be primary and noncontributory coverage for the Owner, its Board, officers, employees and volunteers.
- 4) The Owner shall be listed as an additional insured by using endorsement CG 2026 11 85 or equivalent. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

The certificate of insurance must describe the specific services provided by the Architect that are covered by the commercial general liability policy and the excess policy.

At the Owner's request, the Architect shall provide a copy of the declaration page of the liability and excess policies with a list of endorsements and forms. If so requested, the Architect will provide a copy of the policy endorsements and forms.

6. A new paragraph 2.5.9 is added to the April 20, 2023 Agreement to read: "The Architect agrees to indemnify the Owner for any applicable deductibles.
7. A new paragraph 2.5.10 is added to the April 20, 2023 Agreement to read: "The Architect shall require all subcontractors to carry the same insurance coverages and limits of liability, as are required to be carried by the Architect and adjusted to the nature of subcontractor' operations and submit proof of same to the Owner for approval prior to start of any Work. The Architect shall also require that subcontractors require sub-subcontractors to carry the same insurance coverages and limits of liability, as are required to be carried by the Architect and adjusted to the nature of sub-subcontractor' operations and submit proof of same to the Owner for approval prior to the start of any Work. This includes but is not limited to requiring that subcontractors and sub-subcontractors name the Owner as an additional insured. In the event the Architect fails to obtain the required certificates of insurance and other required proof of insurance from the

subcontractor or its subs and a claim is made or suffered, the Architect shall, to the fullest extent of the law, indemnify, defend, and hold harmless the Owner and its agents, employees, officers, or representatives from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in this Agreement.

8. A contract between the Architect and any subcontractor must meet all or substantially similar requirements set forth in this Agreement, including, but not limited to the obligation to indemnify the Owner.
9. Amend Section 8.2 of the April 20, 2023 Agreement to read as follows:

§ 8.2 Mediation

§ 8.2.1 If claim, dispute or other matter in question arises out of or related to this Agreement, the parties shall endeavor to settle the dispute first through direct discussion between their designated representatives. The representatives shall meet promptly in a good faith effort to resolve the dispute. If the designated representatives are unable to reach a resolution within 15 calendar days of the referral of the matter to them, the matter may, with the written consent of the Owner and Architect, be submitted to non-binding mediation before a mutually agreed upon mediator. Any such mediation shall be completed within 30 days of submission and each party shall cooperate in the process.

§ 8.2.2 Intentionally omitted

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Ossining, New York, 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 litigation in a court of competent jurisdiction located in Westchester County.

10. Amend Section 12.2 of the April 20, 2023 Agreement by deleting the last sentence and replacing it with, "All of the provisions of this Section 12.2 will survive the expiration of sooner termination of this Agreement.
11. Delete section 12.5 of the April 20, 2023 Agreement in its entirety.

Terms & Conditions

Other than as herein specifically set forth herein, all terms and conditions of the Agreement dated April 20, 2023 shall remain in full force and effect.

If the foregoing meets with your approval, please sign below and return a copy for our records. Thank you.

Yours very truly,

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Bob Gabalski

Bob Gabalski, AIA
Principal

For Ossining Public Library:
Karen La Rocca-Fels, Director

Karen La Rocca-Fels
(Printed Name) (Title)

Karen La Rocca-Fels 11/4/2025
(Signature) (Date)

For Lothrop Associates Architects D.P.C.:
Robert A. Gabalski, AIA - Principal

Robert A. Gabalski Principal
(Printed Name) (Title)

Robert A. Gabalski 11-4-25
(Signature) (Date)