



Cuyahoga County **Public Library**

**Tuesday, October 25, 2022 / 5 PM**  
Administration Building  
2111 Snow Road, Parma, OH 44134



# Board of Trustees Meeting

**CUYAHOGA COUNTY PUBLIC LIBRARY  
BOARD OF TRUSTEES MEETING AGENDA  
25 October 2022  
ADMINISTRATION BUILDING AUDITORIUM  
5:00 p.m.**

<b>TOPIC</b>	<b>PAGE#</b>	<b>MOTION</b>
1. Call to Order: Dean DePiero, President		ROLL-CALL
2. Approval of Minutes: September 27, 2022, Board Meeting	1-7	ACTION
3. Public Comment		
4. Report of the Board President		INFORMATION
5. Report of the Chief Executive Officer <ul style="list-style-type: none"> <li>Learning Moment <ul style="list-style-type: none"> <li>Daniel Barden, CCPL TSD Director <ul style="list-style-type: none"> <li>Contract for Integrated Library System (ILS) and Discovery System</li> </ul> </li> </ul> </li> </ul>	9-22	INFORMATION
6. Human Resources Report	23-29	ACTION
7. Finance Committee Report: <ul style="list-style-type: none"> <li>Financial Statement Review – Fiscal 2022 – September</li> <li>Investments: Fiscal 2022 – September</li> <li>Purchase Approval List</li> <li>Gift Report – September</li> <li>Voucher List Review</li> </ul>	31-32 33-37 38 39-41 42	INFORMATION ROLL-CALL ACTION ACTION INFORMATION
8. New Business <ul style="list-style-type: none"> <li>Resolution to Advertise a Request for Qualifications for Design Services for the New Addition to The Solon Branch Library</li> <li>Resolution Authorizing the Library to Enter into an Agreement with Panzica Construction for Construction Management at Risk Services Relating to The New Construction of the Brooklyn Branch Library</li> <li>Resolution to Approve Public Library Fund Allocation 2023-2025</li> <li>Resolution Seeking Permission to Close the Library Systemwide on October 9, 2023, for Staff Development Day</li> <li>Approval of Discipline Policy</li> <li>Approval of Professional Memberships Policy</li> <li>Approval of Tax-Sheltered Annuity</li> <li>Approval of Time Sheet</li> </ul>	43-44  45-85  86-91 92  93-99 100 101 102	ACTION  ACTION  ACTION ACTION  ACTION ACTION ACTION ACTION
9. Executive Session <ul style="list-style-type: none"> <li>To Discuss Certain Personnel Matters pertaining to compensation of public employees</li> </ul>		ROLL-CALL
10. Reconvene from Executive Session		ROLL-CALL
11. Adjourn		ACTION

**CUYAHOGA COUNTY PUBLIC LIBRARY  
BOARD OF TRUSTEES MEETING  
MINUTES  
27 September 2022**

The September 27, 2022, meeting of the Cuyahoga County Public Library Board of Trustees was held at the Cuyahoga County Public Library Administration Building Auditorium, 2111 Snow Road, Parma, Ohio. With a quorum of six (6) Board members present, President DePiero called the meeting to order at 5:04 p.m.

**Roll-Call:**      **Present:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Amira Thomas – **6**.

**Absent:** Maria L. Spangler – **1**.

**Also present:** Tracy Strobel, Chief Executive Officer, Scott Morgan, Chief Operations Officer; Pamela Jankowski, Chief Public Services Officer, Hallie Rich, Chief Communications & External Relations Officer, Robert Dolan, Finance Director, Jeffrey Mori, Facilities Director, Rebecca Ranallo, Literacy and Learning Division Director, Daniel Barden, Technical Services Director, Jim Haprian, IT Director, Enda Bracken, Branch Services Director – East, West, Lane Edwards, Branch Services – South, Robert Rua, Marketing & Communications Director, and other interested observers.

**Approval of Minutes:**

President DePiero asked for a motion to approve the minutes of the July 26, 2022, Board meeting that were sent to the Board members in advance of this meeting.

**01/09/2022**

Trustee Blakemore moved to approve the minutes, seconded by Trustee Davies. Seeing no corrections, omissions or additions, the minutes of the July 26, 2022, Board Meeting were approved by unanimous vote of the Board members present.

**Retiree Recognition:**

President DePiero acknowledged and thanked Mary Lou Spear Camloh, Alan Fisher, Annette Jones, Frances Anne Lynch, Melody Maryanski, Jane Puleo, and Amy Sobieski for their many years of service to Cuyahoga County Public Library (CCPL) and wished them the best on their retirement. None of the retirees was present at the meeting.

**(See pages 273-279)**

**Public Comment:**

There was no public comment.

**Report of the Board President:**

President DePiero commented it is good to be back after summer and the library branches are busy. He stated he had the opportunity to meet with Chief Executive Officer Strobel and she brought him up to speed on all the wonderful things that are happening in the library system. Congratulations on all the work that is being done. Keep up the good work!

**Report of the Chief Executive Officer:**

Chief Executive Officer Strobel stated that she is honored CCPL will be inducted in the Western Reserve Historical Society (WRHS) 100 Year Club on Monday, December 5, at the Cleveland History Center. She hopes you can join us for this celebration.

Chief Executive Officer Strobel stated it is her responsibility to report to the Board any items that we have donated to another agency. She was advised that we recently donated 245 small black and white laser printers to PCs for People an outstanding partner distributing technology equipment to people in need, and they were extremely grateful for that donation.

Chief Executive Officer Strobel mentioned last week we kicked off our 19<sup>th</sup> season of Writer's Center Stage (WCS) and it was a great evening with Marlon James who spoke very eloquently about the importance of intellectual freedom.

Chief Executive Officer stated she is very pleased to congratulate Chief Morgan and Director Dolan and the entire finance team on a clean audit and the Comprehensive Annual Financial Report (CAFER).

President DePiero also congratulated Chief Morgan and Director Dolan and the finance team on a clean audit report.

Chief Executive Officer Strobel welcomed Director Ranallo, Literacy and Learning Division, and Kaleb Curry, Manager of Student Success will be presenting about the Student Success Centers formerly known as Homework Centers.

Director Ranallo mentioned last year she had talked to us about the intent of 123 Read and Homework Centers and the refresh of our model. The first piece of that refresh was hiring Celia Hoffman our longtime Founder of our Homework Centers and 123 Read. We saw an opportunity to combine the programs and find efficiencies. We have a connection to the Strategic Plan with Student Success Centers, around partnering with families, caregivers, and schools. Providing K through twelve students with educational outcomes. We have our formal programs, which are Student Success Centers. We also have informal programs that we do and CCPL is one of the largest providers of out of school programs in our branches after school. We like to keep those separate because with our Student Success programs, measure students' learning outcomes and the outcomes of our model to see our success. We were able to learn that our Grade Level Reading programs with our Homework Center now Student Success Center have served a couple of purposes, but it allows us to fundraise for both programs in one place. They have a lot of similarities, even though they might be serving different audiences and that makes it simpler for us to explain.

Manager Curry mentioned that he was a kindergarten, preschool teacher and this is his passion. He stated that "Student Success Centers are an afterschool academic support program for students K-8 across the core four subjects of ELA, Math, Science, and Social Studies. With our rebrand from the Homework Centers, we are emphasizing our renewed and emboldened focus on supporting all students that walk through our doors, whether they have homework or not."

Student Success has three programs:

- Student Success Centers
  - Academic support for students K-8<sup>th</sup>
  - Led by Student Success Coordinators
  - BED, BPK, BKL, GFH, MPL, NOL, PWR, RCH, SEU, WVH
- 123 READ
  - Afterschool classroom style reading support program for grades 1-3
  - Led by 123 READ Coordinators
  - BED, GFH, MPL, NOL, PWR, SEU, WVH
- 123 BOOST
  - 1 to 1 tutoring for Kindergarteners
  - Led by 123 READ Coordinators
  - GFH, PWR, WVH



Student Success Programs	
Student Success Centers	123 READ
<ul style="list-style-type: none"> <li>• Academic support for students K-8</li> <li>• Homework help → literacy/math tutoring → enrichment activities in the Core 4</li> <li>• Small group focus</li> <li>• 10 Branch Locations</li> <li>• Coordinator and CCPL tutor staffed, volunteer supported</li> <li>• 2022 Marks 20<sup>th</sup> anniversary and Rebrand</li> <li>• Rebrand focusing on tutoring/ enrichment layers for students without Homework, without sacrificing Homework services for those who do</li> <li>• <u>We are here to support all students K-8</u></li> </ul>	<ul style="list-style-type: none"> <li>• Focused reading support for student 1-3</li> <li>• Afterschool classroom setup</li> <li>• Large group curriculum led by coordinator, small group reading, and literacy games led by volunteers</li> <li>• Strong district collaboration: referrals and data sharing</li> <li>• High parent engagement</li> <li>• 7 Branch locations</li> <li>• Coordinators are all trained educators</li> <li>• 3 Boost locations: high dosage tutoring model for K students addressing Covid learning loss</li> </ul>

#### **Human Resources Report:**

Chief Jankowski summarized the HR report in Chief Good's absence. There were twenty-five (25) new hires, four (4) rehires, seven-teen (17) resignations, seven (7) retirees, ten (10) promotions, ten (10) added second rate, one (1) added third rate, and seven (7) increased hours.

Chief Jankowski brought to our attention the Managerial and Confidential Professional Membership Dues/Fees Reimbursement Schedule that reflects the new pay grades.

#### **02-09/2022**

Trustee Leonard moved approval, seconded by Trustee Blakemore. Seeing no discussion, the Human Resources Report dated September 27, 2022, was approved as presented by unanimous vote of the Board members present. **(See pages 280-291)**

#### **Finance Committee Report:**

Finance Chair Davies stated that the Finance Committee met prior to the Board meeting and Chief Morgan gave an in-depth review of the finances.

Chief Morgan stated we have financial reports for both July and August. He will report on August financials but will answer any questions on the July financials. The voucher list is also for July and August.

Chief Morgan stated we received advances for both property tax levies. With these advances we are slightly over budget in both levies. We will continue to monitor the second half advances and settlement to see if we will receive more than what we have budgeted for the year.

Chief Morgan stated in the Public Library Fund (PLF) our August distribution for the PLF was \$1,858,571. Based on a comparison to last year, this distribution was slightly larger than the amount received in August 2021. Our YTD comparisons are also more than last year. The amount received YTD is 77.1% of the budget.

Chief Morgan stated fines and fees collected in August were less than what was collected last year. Since going fine free in January, the amounts received was for fees only. The total of patron fines and fees collected this year does exceed the total amount collected last year. The amount collected for passport processing and photos greatly exceeded what was collected last year for August.

Chief Morgan stated in the Interest account the amount collected through August is significantly larger than what we collected in all of 2021.

Chief Morgan stated the remainder of the revenue accounts are where we would expect them to be for the month of August.

Chief Morgan stated the salaries and benefits accounts are within budget.

Chief Morgan stated the library materials accounts reflect an overall expense of 73%. This is typical because of the larger expenditures in the beginning of the year. We have also encumbered funds to pay for preordered publications.

Chief Morgan stated many of the other expense accounts show a higher percentage spent. This would account for standing order encumbrances.

**(See under FINANCE)**

### **Investments - August**

Director Morgan stated There were several purchases of investments for the month of August. There were eight (8) pieces of Commercial Paper purchased with higher yields and shorter maturities:

- Toronto Bank - \$500,000 with a yield of 3.94%
- Citigroup Global Markets 0 \$265,000 with a yield of 3.71%
- JP Morgan Securities, LLC - \$400,000 with a yield of 3.78%
- JP Morgan Securities, LLC - \$450,000 with a yield of 3.56%
- Mufg Bank Ltd., NY BRA - \$800,000 with a yield of 3.63%
- Mizuho Bk., Ltd., New York - \$850,000 with a yield of 3.35%
- Lloyds Bank Corporate - \$500,000 with a yield of 3.01%
- Societe Generale - \$500,000 with a yield of 3.91%

There were three (3) agency securities with higher yields and longer maturities:

- Federal Farm Credit Bank - \$250,000 with a yield of 3.96%
- Federal Home Loan Mortgage Company - \$250,000 with a yield of 3.35%
- Federal Farm Credit Bank - \$500,000 with a yield of 3.29%

There was one (1) US Treasury Note - \$550,000 with a yield of 3.45%.

### **Transfers**

Director Morgan stated there was one transfer for the month. A transfer of \$1,872.85 for a match for the SNAP program, which is part of the ASPIRE program.

### **03-09/2022**

Trustee Blakemore moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the Investment Report Fiscal 2022 – August listing all Money Market Funds, Star Ohio Accounts, U.S. Treasury Investments, Certificates of Deposit and Agency Securities was approved as presented by roll-call vote. **(See Under FINANCE)**

#### **Roll-Call:**

**Yea:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Amira Thomas; – 6.

**Nea:** – 0.

### **Purchase Approval List**

Chief Morgan stated the Purchase Approval List (PAL) was reviewed in depth at the Finance Committee Meeting and gave a summary of the PAL.

Chief Morgan stated Item #1 thru Item #7 are encumbrances increases. Item #1 is an increase blanket order for Sunoco gas purchases for the library vehicles from \$60,000.00 to \$90,000.00 due to increase cost of gasoline needed. Item #2 is an increase blanket order for inspection services by Fire Loss Control from \$35,000.00 to \$45,000.00 due to additional services needed. Item #3 is an increase blanket from \$35,000.00 to \$45,000.00 for trash & recycling services by Rumpke. Item #4 is necessary to increase blanket order from \$30,000.00 to \$40,000.00 due to additional services needed. Supplier WW Williams. Item #5 is necessary to increase blanket order from \$20,000.00 to \$30,000.00 for repairs and needed upgrades for A/V equipment & support by iVideo Technologies. Item #6 is an increase blanket order from \$30,000.00 to \$50,000.00 for click charges, maintenance, & supplies due to an increase of printing activity, including the CCPL rebrand. Supplier Digital Print Solutions. Item #7 is an increase blanket order from \$68,208.00 to \$86,808.00 for Family Space services Social Worker consulting in addition to Kindergarten Club & Baby Club coordination. Two Gen-U Win Educational Consulting, LLC.

Chief Morgan stated Item #8 thru Item #12 are new purchases. Item #8 is for continuing employee training on diversity and inclusion with Working River Leadership Consulting. Cost \$93,300.00. Item #9 is for a temporary finance administrative assistant necessary for vendor record complete update and including DEI designations. Staffing Solutions, cost \$22,000.00. Item #10 is for exterior electronic sign replacement at CCPL Brook Park Branch. ASI Sign Innovations, cost \$51,099.00. Item #11 is for Emily Pilloton-Lam, Author visit to speak at STEM Expo in March 2023. Robin Wolfson Agency, cost \$15,000.00. Item #12 is for computer equipment in two new Innovation Centers and to replace computers as part of existing Innovation Center refresh. Four-year lease has a total amount not-to-exceed \$69,692.00. Hewlett Packard Financial Services, cost \$17,423.00 yearly.

### **04-09/2022**

Trustee Blakemore moved approval of Purchase Approval List, seconded by Trustee Davies. Seeing no additional discussion, the Purchase Approval List dated September 27, 2022, was approved as presented by unanimous vote of the Board members present. **(See pages 292-294)**

### **Gift Report**

Chief Morgan stated the report includes Friends gifts for branch programming supplies. Chief Rich stated the gift report was reviewed in depth at the Finance Committee and gave approval for the gift report and asked for questions.

### **05-09/2022**

Trustee Leonard moved approval of the Gift Report, seconded by Trustee Shlonsky. The gift report was approved by unanimous vote of the Board members present. **(See pages 295-296)**

- **Resolution to Amend Official Certificate of Estimated Resources and Amend Appropriations**

Chief Morgan stated this resolution is to amend our budget both the certificate and estimated resources and appropriations. We have two amendments to our official certificate of estimated resources one for \$50,000.00 for Adult Education Services (AES), and one for \$149,405.00 for Family Engagement. We are also asking for an appropriation adjustment in each one of those special revenue funds for the same amount.

**06-09/2022**

Trustee Blakemore moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the Resolution to Amend Official Certificate of Estimated Resources and Amend Appropriations was approved by unanimous vote of the Board members present by roll-call vote. **(See page 297)**

**Roll-Call:**      **Yea:** Edward H. Blakemore; Allyn Davies; Dean E. DePiero; William J. Leonard; Patricia A. Shlonsky; Amira Thomas – 6.

**Nea:** – 0.

- **Resolution Authorizing CCPL to Enter into an MOU with The City of Brook Park Allowing the Library to Fund the Replacement of the Parking Lot at The Brook Park Branch Library and they City Repay The Library Over A Period of Ten Years**

Chief Morgan stated CCPL leases the Brook Park Branch Library from the City of Brook Park and the parking lot at the branch needs to be replaced, but the City does not have the funding to pay for the replacement expense up front. This resolution authorizes the Library to enter into a Memo of Understanding (MOU) for the Library to pay for the project and allow the City to repay the Library over a period of ten years. The Library will share in the cost of maintenance for twenty-five spaces and will share in the cost of the parking lot replacement. The total cost of the project is \$242,168.32. The Library's share of the expense is \$65,385.45 and the City's share is \$176,782.87 to be repaid to the Library over a period of ten years. Annual payment will be \$17,678.29 beginning June 1, 2023.

**07-09/2022**

Trustee Davies moved approval, seconded by Trustee Shlonsky. Seeing no additional discussion, the Resolution Authorizing CCPL to Enter into an MOU with The City of Brook Park Allowing the Library to Fund the Replacement of the Parking Lot at The Brook Park Branch Library and they City Repay The Library Over A Period of Ten Years was approved by unanimous vote of the Board members present. **(See pages 298-300)**

- **Resolution Authorizing the Library to Enter Into an Agreement with Sterling Professional Group Regarding the North Olmsted Teen Expansion Project**

Director Mori stated the Board previously approved for us to publicly advertise for bids for the North Olmsted Teen Expansion Project, and we received three (3) responses for the project. We have reviewed each of the responses and determined that the best, lowest, and responsive bid was submitted by Sterling Professional Group in the amount for \$243,932.00.

**08/09/2022**

Trustee Blakemore moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the Resolution Authorizing the Library to Enter Into an Agreement with Sterling Professional Group Regarding the North Olmsted Teen Expansion Project was approved by unanimous vote of the Board members present. **(See pages 301-302)**

- **Resolution Authorizing the Library to Enter Into an Agreement with Apex Construction Regarding the Fairview Park Innovation Center Project**

Director Mori stated the Board previously approved for us to publicly advertise for bids for the Fairview Park Innovation Center Project, and we received five (5) responses for the project. We have reviewed each of the responses and determined that the best, lowest, and responsive bid was submitted by Apex Construction in the amount of \$224,900.00.

**09-09/2022**

Trustee Blakemore moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the Resolution Authorizing the Library to Enter Into an Agreement with Apex Construction Regarding the Fairview Park Innovation Center Project was approved by unanimous vote of the Board members present. **(See pages 303-304)**

- **Resolution to Approve Change Order Number Three for Donley's Independence LLC for GMP/CMAR Services Relating to The New Construction of The Bay Village Branch Library**

Director Mori stated the Board previously approved entering into a contract with Donley's Independence LLC., on July 23, 2019, to construct the new Bay Village Branch Library. Previous change order(s) have brought the total combined GMP/CMAR contract amounts from \$9,306,038.00 to \$9,852,437.23. The Owner, Architect and CMAR have agreed to accept change order number three in the total amount of \$3,158.00 reducing the total combined GMP/CMAR contract amounts to \$9,849,279.23.

**10-09/2022**

Trustee Blakemore moved approval, seconded by Trustee Leonard. Seeing no additional discussion, the Resolution to Approve Change Order Number Three for Donley's Independence LLC for GMP/CMAR Services Relating to The New Construction of The Bay Village Branch Library was approved by unanimous vote of the Board members present. **(See pages 305-306)**

- **Resolution Authorizing CCPL To Advertise for Bids To Improve The Exhaust Fans and Building Automation System at the Administration Building**

Director Mori stated we have entered into agreement with PTA Engineering to design the exhaust fan and building automation system improvements at the Administration Building and replace eleven (11) exhaust fans and pneumatic thermostats. The cost estimate to improve the exhaust fans and building automation system at the Administration Building is \$870,000.00

**11-09/2022**

Trustee Blakemore moved approval, seconded by Trustee Shlonsky. Seeing no additional discussion, the Resolution Authorizing CCPL To Advertise for Bids To Improve The Exhaust Fans and Building Automation System at the Administration Building was approved by unanimous vote of the Board members present. **(See pages 307-308)**

**Motion to Adjourn.**

Seeing no other business under consideration for vote, President DePiero asked for a motion to adjourn the meeting.

**12-09/2022**

Upon motion of Trustee Leonard, seconded by Trustee Blakemore, the September 27, 2022, meeting of the Cuyahoga County Public Library adjourned at 5:42p.m.

***Approved 25 October 2022***

X \_\_\_\_\_  
Dean E. DePiero  
President

X \_\_\_\_\_  
Maria L. Spangler  
Secretary

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# Chief Executive Officer's Message

## Digital Inclusion: Libraries Lead the Way

In our county there is a significant “Digital Divide” between those who are connected and those who are not. Among cities with 100,000 or more households, Cleveland has the second highest percentage of households in the nation with no home broadband of any kind, and the second highest percentage of households without cable, fiber or DSL connections, according to the U.S. Census Bureau’s 2021 American Community Survey. In Cuyahoga County as a whole, nearly 18 percent of households do not have an internet subscription. Another 10 percent are only able to connect to the internet through their phone data plans.

For years, Cuyahoga County Public Library (CCPL) has played a crucial role in fostering digital inclusion and digital readiness in our community, providing free internet access and computer classes throughout the county. Every month, county residents log thousands of hours on our public computers and Wi-Fi network, connecting to the Internet for work, school, entertainment, healthcare and access to benefits programs.

Increasingly, CCPL is playing an important role in helping individuals and families get connected at home, through our hotspot lending and Digital Navigators services. Our Digital Navigators provide one-on-one assistance to help eligible customers take advantage of the Affordable Connectivity Program, an FCC program that helps families find reliable, affordable internet access and provides one-time discounts to purchase laptops, computers or tablets at low costs from participating providers. Locally, the nonprofit organization PCs for People is one of those providers.

This October, we are collaborating with PCs for People to help more county residents obtain affordable devices and get connected. Now through the end of the month we are holding an electronics recycling drive with collection points at seven branches. Donated electronics will be safely wiped clean of data, refurbished and redistributed by PCs for People to those in need. Collection bins are stationed inside our Bay Village, Brecksville, Mayfield, North Olmsted, Orange, Parma-Powers and Strongsville branches. Donations of old laptops, PCs, monitors, printers and computer accessories can be made anytime during regular library hours.

If you have old electronics gathering dust in a closet, I hope you’ll consider donating them in support of digital inclusion in our community. They do not even need to be in working condition. Even laptops that won’t power up still have useful parts that can be used to build a new device, and that new device might be the thing that changes someone’s life.

**Tracy R. Strobel**  
Chief Executive Officer

## Social Media

Facebook Fans: 34,599

Instagram Followers: 6,556

Twitter Followers: 11,586

Today was such a fun and exciting Friday as we got to walk to the Olmsted Falls branch of the @CuyahogaLib and check out books on our very own library cards! 📖

@FLBulldogs

@mrskostrabaOF, Sep 30, 2022

We LOVE to see so many organizations working together for Digital Inclusion Week! 🥳 Happy #DIW2022 Cleveland! @CuyahogaHousing @DavisWand @PCsforPeople

@ASC3CLE @DigitalC\_org @CuyahogaLib

@CHNHousing

@netinclusion, Sep 30, 2022

Thank you to Mrs. Julie Zukauckas @CuyahogaLib for helping 6th grade science build our classroom libraries. Students love having choices! @bbhmsbees @ScottKinkoph @Marstar21

@sciencewoo, Sep 29, 2022

Another example of Progress Through Partnerships: @CuyahogaLib and our Donna Smallwood Activities Center partner to help Parma seniors bridge the digital divide and learn new tech skills.

@ParmaMayor (Mayor Tim DeGeeter), Sep 28, 2022

Please Join @CuyahogaLib (South Euclid-Lyndhurst Branch) Thursday, October 13th 7:00 pm - 8:00 pm for a special discussion with author Achut Deng on her memoir for young adults, Don't Look Back.

@GlobalCleveland, Sep 28, 2022

Wow, wow, wow. Last night's UNCULTURED book event was amazing. Being in the room with you (and that hour-long signing line!) is a feeling I'll never forget. Thanks to everyone who came, to @CuyahogaLib @MacsBacks @StMartinsPress. #uncultured

@brandilarsen, Sep 23, 2022

## System Highlights

At the **Maple Heights Branch**, a "BBQ Tofu" demonstration took place September 22, with tofu cooked until it was golden brown in a skillet and then sauteed in a tasty barbecue sauce that was mixed up in a Vitamix. The 11 attendees enjoyed learning about the merits and uses of tofu and got to sample it too.

BSA II Lynne White helped a customer in an emergency at the **Brecksville Branch**. The customer was going to host a "Quilting Guild" session in the meeting room when her daughter went into labor, leaving another member of the group to host the hybrid Zoom meeting. White assisted the new host in setting up the camera and microphone and logging into Zoom. Everyone was very thankful that White helped them continue with the hybrid meeting on such short notice.

**Olmsted Falls Branch** Teen Librarian Lee Ikimis visited the Olmsted Falls Middle School September 29 to hold the first book club meetings of the school year with 22 sixth graders, 25 seventh graders and 15 eighth graders in attendance. Ikimis book-talked a variety of books, and the students voted on which books they would read for the first discussions next month.

In September, a family that regularly goes to the **Orange Branch's** children's programs shared how amazing the teen sewing camp was this summer. The mom shared how impressed she was that her daughter learned how to sew clothing and zippers, and her daughter is continuing to use this newfound skill into the school year.

On September 29, the **Independence Branch** hosted "Ghosts of the Civil War - Shades of Blue and Gray" for 49 attendees. Actors from the Largely Literary Theater Company shared Civil War ghost stories from South Carolina, Virginia, Tennessee and Ohio. Literary selections included pieces by Walt Whitman, Emily Dickinson and Ohio native Ambrose Bierce.

On September 28, 18 adult students in an English for Speakers of Other Languages (ESOL) class out of Polaris initiated short interviews with staff members and customers at the **Berea Branch** to practice their English conversation skills. Staff were thrilled to have this impromptu opportunity to engage in these conversations – learning something about a person from a different culture while hopefully helping them gain confidence in their English-speaking skills.

"You know who never needed convincing of the power of books? The enemies of books." -- Marlon James, speaking in Cleveland this week. #BannedBooksWeek2022

@CuyahogaLib @litcleveland

@Lake\_Effects, Sep 22, 2022

Due to rising inflation, demand at food banks is high! Ohio's public libraries are ready to help. Multiple @CuyahogaLib branches are hosting mobile food pantries in partnership with the @CleFoodBank.

@OhioLibraryCncl, Sep 22, 2022

The @CleFoodBank is coming up with new ways to get food to people who need it, teaming up with @cuyahogalib for mobile food banks!

@\_StephanieHaney, Sep 20, 2022

#CityClub is proud to be a sponsor of @CuyahogaLib #WritersCenterStage! Past City Club speaker and staff favorite @MarlonJames5 kicks off the series on TONIGHT!

@TheCityClub, Sep 20, 2022

It's Passport Day at @CuyahogaLib South Euclid-Lyndhurst Branch! Although we no longer have open spots for today's event, you can always visit your local CCPL Branch for Passport Services during regular business hours.

@RepShontelBrown, Sep 17, 2022

September is #Library Card Sign-Up month. With a library card from @CuyahogaLib you can check out some great books.

#LiteracyInTheHood #BeARoleModel #RaisingReaders #Read #Books #Literacy #DiverseBooks #ReadFor15Mins

@LiteracyNHood, Sep 16, 2022

Today's forum is also part of our Authors in Conversation Series sponsored by @CuyahogaLib, the John P. Murphy Foundation and, in part, by the residents of Cuyahoga County through a public grant from @CuyArtsC. Thank you for your support! #CityClub

@TheCityClub, Sep 16, 2022

I'm fortunate to live in Cuyahoga county, Ohio, with award winning @CuyahogaLib & @Cleveland\_PL, plus several towns have their own local library. Each library or branch is vital to their community. They offer so much more than books! We must support ALL #libraries & #librarians 🍷

@galegreenoak, Sep 14, 2022

## System Highlights

Author Kwame Christian visited the **Beachwood Branch** September 15. He was promoting his latest book, *How to Have Difficult Conversations About Race: Practical Tools for Necessary Change in the Workplace and Beyond*. Christian made a point to introduce his presentation as a discussion with the 28 audience members, rather than just him talking. He described some of the skills and strategies he uses as a lawyer and professional negotiator and explained how to incorporate them into a conversation about race. Those skills were on full display when one audience member said he thought that people were prejudiced against "old white guys" these days. Christian successfully negotiated with him – and other audience members who took offense – and got everyone to a good place again, where they were open to continuing the conversation.

Seventeen people attended the September 29 "African American Authors Book Group" led by **Bedford Branch** BSA Sylvia Johnson to discuss *The Other Madisons: The Lost History of a President's Black Family* by Dr. Bettie Kears. One attendee was visiting from California and enjoyed herself so much that she asked to be added to the email list so she can attend future meetings virtually.

On September 16, children's BSA Michelle Rapacki presented a "Toddler Fair" for 70 participants at the **Strongsville Branch**. This creative program, developed by Rapacki, involves indoor and outdoor activities that engage young children's senses as they build brain connections using items easily found at home. Parents shared many program compliments with staff.

The bike loan service at the **Mayfield Branch** officially rolled out August 23, with nearly 50 reservations since the launch. As people learn about the new offering, excitement is gaining for this cool new service!

Every Thursday during September, chess master Roy-Allen Bumpers facilitated chess matches for youth at the **Garfield Heights Branch**, with about 10 attending each week. Over the course of the month, participants had a chance to improve their chess skills. Staff members plan to continue to support interested youth by offering space for weekly chess practice at the branch.

The **Fairview Park Branch** experienced a huge increase in the number of families attending storytimes, as 750 people attended during the past month.

Did you know that free after-school meals may be available at your local library?

@CuyahogaLib has partnered with the Greater Cleveland Food Bank to provide meals during the school year!

@BrillianceOhio, Sep 14, 2022

Looking forward to hearing author (and CLE native) @DanielStashower talk about his new book, AMERICAN DEMON, at @CuyahogaLib (South Euclid branch) tonight at 7 pm. #DanielStashower #CuyahogaCountyPublicLibrary #EliotNess #TorsoMurderer

@jcbruening, Sep 8, 2022

Next Monday, Sept. 12, 5-7 PM at @CuyahogaLib, Maple Hts. Branch - @housingcenter is offering in-person training for housing providers focused on eviction prevention and diversion.

@LegalAidCLE, Sep 7, 2022

The @CuyahogaLib is offering Free Academic Help At their Student Success Centers. Sessions begin next week and run through May.

@citymaplehts, Sep 7, 2022

We love having @CuyahogaLib of North Royalton come to do sensory story time!

@NRlibBears, Sep 6, 2022

## System Highlights

September 14 kickstarted a 10-week “Drone Camp” at the **Richmond Heights Branch**. In partnership with the Richmond Heights Upper School, BSL I Generalists Mike Karaffa and Gigi Conti – with support from LLD Specialists Kris Lachowski and Matt Skvasik – taught middle schoolers how to use DroneBlocks. The 18 participants maneuvered drones around the school’s cafetorium by “table jumping,” performing flips and executing precise takeoffs and landings from helipads.

Fifteen children and their caregivers attended “Science Sleuths” September 10 at the **North Royalton Branch**. Children’s Librarian Sarah Verlie led participants through several activity stations where families learned about and practiced different techniques to gather evidence. Families especially enjoyed making their own fingerprint sheets and dusting for fingerprints.

In Harmony Therapeutic Services partnered with the **North Olmsted Branch** to invite pre-kindergartners through second graders and their caregivers to “Rock ‘n’ Read,” a 10-week program of songs and musical activities that integrate music and literacy skills. A board-certified music therapist leads the program, which comprises a collection of music and literacy lessons and musical activities that integrate music and literacy skills to improve and support comprehension, sequencing, vocabulary and so much more. Forty-seven people attended the first three sessions of the series.

**Gates Mills Branch** Teen Librarian Mia Cowan spoke to a teen customer who was running for school council and looking for tips and insight for writing a campaign speech. Cowan happily sourced three articles online that the customer found very useful. Before the customer left the building, she thanked Cowan and said that these resources were going to help her write a good speech.

Daniel Sutcliffe presented “King of the Moondoggers – Alan Freed and the Birth of Rock ‘n’ Roll” September 22 at the **Parma Heights Branch**. The 30 attendees enjoyed the presentation.

The **Middleburg Heights Branch** celebrated the genius of Charles Schulz during “Snoopy-palooza,” a weeklong celebration of his work that began September 5. The branch offered prizes, games and programs for all ages, all of which earned high praise. Some of the highlights were:

- Michele Barbato had 15 attendees for her heat press T-shirt program “Happiness Is ... .”
- Cheryl Wires gave a talk on Schulz’s work and impact on popular culture to 23 attendees.

# System Highlights

- The branch hosted an outdoor movie night to delight 54 residents who watched The Peanuts Movie, preceded by a terrific magician and balloon artist, all sponsored by the Friends of the Middleburg Heights Library.
- Lisa Wurch held a special program for children on the final day in which participants made Snoopy baseball hats, played Peanuts bingo for book prizes and made 25 blankets for the Middleburg Heights kennel.
- The week capped off with a family jazz trio concert featuring music influenced by the Peanuts gang.

This month the **Chagrin Falls Branch** received its 100th anniversary gift to the community – a Kodo Flight Lab. Children were delighted to experiment with scarves, whirligigs, paper cones and other assorted items in an attempt to make them fly through the Flight Lab's oversize acrylic tube and up into the air. Comments from families have included:

- "This is literally the coolest thing ever."
- "Up" [the toddler who has only said 10 words so far, to his parent's delight]
- "This is so much better than fish."
- "Just like the Science Center! You guys are leveling up!"
- "Let Dad try! Dad wants to play, too!"
- Parent: "Are you ready to get ice cream?" Very young child: "No! Play with library!"

On September 10, the **Parma-Powers Branch** held its annual "Grandparents Day Festival," with more than 200 people participating in the day's activities. Families received festival activity bags, took family photos, made cards for seniors, engaged in the Wonderful World of Bubbles and investigated dry ice, physics in motion and dinosaurs with Mad Science of Northeast Ohio. A very delighted customer sent an email to Branch Manager Holly Camino, saying she "thoroughly enjoyed the programs ... shoutout to whoever planned the grandparents day ... organized really well and the bag with the handouts was excellent."

**Brook Park Branch** families with infants from birth to pre-crawling have been enjoying a weekly "Sensational Baby Infant Massage" course taught by a trained therapist from the Achievement Centers for Children. One first-time mom said, "My mom passed away when I was young. I don't have a mother figure for myself or a grandmother figure for my daughter, so I'm always looking for other women to learn from. I'm so happy I found this group!"

On September 17 at the **Warrensville Heights Branch**, Children's BSL I Beate van der Schalie – together with Teen Librarian Jade Walker, Generalist Tessa Baer and Branch Manager Ali Boyd – hosted "Harvest Fest 2022." Customers enjoyed a baking demonstration on the Charlie Cart, a composting workshop with Citizens Climate Lobby, an engaging drumming circle and balloon twisting with Flower Entertainment and Zap Entertainment. The drop-in event spanned four hours and featured craft stations that included screen-printed canvas bags, cornhusk dolls, flower crowns and veggie prints. Outdoors in the Learning Garden croquet, bocce ball and cornhole and sandbox were available for play. More than 60 customers came out to enjoy the wonderful activities.

Fifteen people attended "Adult Maker Night: Glass Etching Fall Designs" at the **Parma-Snow Branch** September 12. The group loved the designs to create a personalized glass. One participant provided feedback in the evaluation form that the program was "a fun fall project that is practical!"

**Bay Village Branch** BSL I Andrea Carroll met with members of the Dwyer Senior Center Woodworking Group and provided an orientation and "Laser Basics" class so that they could begin using the branch's Innovation Center and Epilog Laser for their projects.



# System Highlights

## On September 14, **South Euclid-Lyndhurst Branch**

Manager Steve Haynie and Teen Librarian Emma Torell had the unique opportunity to host Portland State University professors Kathi Berens and Rachel Noorda, who led listening sessions at the South Euclid-Lyndhurst and Garfield Heights branches to engage youth – especially those of color – to find out how they used library services. The afternoon consisted of great storytelling and a natural connection between the professors and the tweens. Chief Public Services Officer Pamela Jankowski shared a follow-up thank-you and a final presentation resulting in data collected during their visit.

On September 1, **Solon Branch** Adult BSA I Carol Ward led 10 makers in an evening of creativity as they made Potter “back-to-school” reverse canvas pictures using heat transfer vinyl and the Cricut EasyPress. Customers stained their frames, weeded their vinyl, pressed their design and stapled their canvas back on the frame. Everyone did a great job, and all finished pieces looked fabulous.

**Brooklyn Branch** Manager Kathy Sullivan and Children’s BSA Sarah Markovich interacted with approximately 350 people on a brisk but sunny afternoon at the city September 24 “Fall Festival.” Markovich ordered an assortment of outdoor games from the Toy Library for kids to play with during the event. The youngest children loved the beanbag toss, and the croquet set was a big hit with the school-age set! Many customers inquired about the branch’s Student Success Center, ESOL classes and other library services for families and children.

## “Ask Us” Customer Feedback

Out of 221 feedback ratings in September, CCPL received zero poor ratings (1 – 4, poor – excellent). The average rating has been 3.75. The following are some of the optional comments that customers provided:

- “Our library system is such a treasure! I have always received patient, friendly help!”
- “How lucky can one be, with this EXCELLENT service you provide? In the last 25 years, there has not been a single disconnect, mismanagement or confusion. Courtesy at the Brecksville Branch is notable. I am a proud member.”



**CUYAHOGA COUNTY PUBLIC LIBRARY  
REPORT OF THE CHIEF EXECUTIVE OFFICER  
OCTOBER 25, 2022**

**ACTIVITIES OF THE CHIEF EXECUTIVE OFFICER**

**September 28**

- Met with Monique Good, CCPL Chief Human Resources Officer
- Presented Quarterly CCPL Update to staff

**September 29**

- Participated in the **Greater Cleveland Digital Equity Coalition meeting**
- Conference call with **Brooks Rainwater, President and CEO, Urban Libraries Council (ULC), and ULC Directors**

**September 30**

- Attended an **Innovation Center Orientation** at CCPL's Bay Village Branch, with **CCPL Foundation Board Members**, and Hallie Rich, CCPL Chief Communications & External Relations Officer, and Jessica Breslin, CCPL Branch Manager, CCPL Bay Village Branch
- Met with Pamela Jankowski, CCPL Chief Public Services Officer

**October 2**

- Attended Dinner with **Brooks Rainwater, President and CEO, Urban Libraries Council (ULC) & Ohio Library's Metro Directors, Columbus, Ohio**

**October 3**

- Attended meeting hosted by **Patrick Losinski, Chief Executive Officer, Columbus Metropolitan Library (CML). Collection HQ Presentation given by Baker & Taylor Team, and Ohio Library's Metro Directors**
- Attended **Ohio Library's Metro Directors meeting** hosted by **Patrick Losinski, Chief Executive Officer, Columbus Metropolitan Library (CML)**

**October 4**

- Lunch with Development Director Candidate, and **Lori Smith, CCPL Foundation Board Member** and Hallie Rich, CCPL Chief Communications & External Relations Officer
- CCPL Bay Village Visit and Staff Meeting, with, Pamela Jankowski, CCPL Chief Public Services Officer, and Rebecca Ranallo, CCPL Literacy and Learning Director, and Jessica Breslin, CCPL Branch Manager, CCPL Bay Village Branch and staff

**October 5**

- Met with Monique Good, CCPL Chief Human Resources Officer

**October 6**

- Meeting with CCPL Executive Leadership Team, Pamela Jankowski, CCPL Chief Public Services Officer, and Monique Good, CCPL Chief Human Resources Officer, and Bertha Arrington, Executive Division Manager
- Met with **Roger Riachi, Founder, RFC Contracting, Inc.**
- Conference call with **Brooks Rainwater, President and CEO, Urban Libraries Council (ULC), and ULC Directors**

**October 10**

- Recorded video message for the **100 hundred Year Club, Western Reserve Historical Society (WRHS) 100 Year Club Inductee**
- Met with Pamela Jankowski, CCPL Chief Public Services Officer

**October 11**

- CCPL Fairview Park Branch Visit and Staff Meeting, with Pamela Jankowski, CCPL Chief Public Services Officer, Rebecca Ranallo, CCPL Literacy and Learning Director, and Jesse Sanders, CCPL Branch Manager, CCPL Fairview Park Branch, and staff
- **Chaired Youth Opportunities Unlimited (Y.O.U.) Community Collaboration Committee Pre-Call**

**October 12**

- Facilitated CCPL Foundation Board Meeting at CCPL Parma-Snow Branch
- Met with Monique Good, CCPL Chief Human Resources Officer
- Meeting **Working Group 8** with **David Schnee, Principal, Group 4 Architecture Research**, **Jill Eyres, Senior Associate, Group 4 Architecture Research**, and **Daniel LaRossa, Architect, Group 4**, and **Robert Klann, AIA, Partner/CFO, Robert P. Madison Int., Inc., Victoria Osowski, Interior Designer, Robert P. Madison Int., Inc., and Paul Melnykowski, Interior Designer, Robert P. Madison Int., Inc.**, and Scott Morgan, CCPL Chief Operations Officer, Jeffery Mori, CCPL Facilities Director, Pamela Jankowski, CCPL Chief Public Services Officer, Hallie Rich, CCPL Chief Communications & External Relations Officer, Robert Rua, CCPL Marketing & Communications Director, Jim Haprian, CCPL IT Director, Wendy Bartlett, CCPL Collection Development & ACQ Manager, and Lane Edwards, CCPL Branch Services Director, and Terri Thompson, CCPL Operations Assistant, Projects

**October 13**

- Meeting with CCPL Executive Leadership Team, Scott Morgan, CCPL Chief Operations Officer, Pamela Jankowski, CCPL Chief Public Services Officer, Hallie Rich, CCPL Chief Communications & External Relations Officer, Monique Good, CCPL Chief Human Resources Officer, and Bertha Arrington, CCPL Executive Division Manager
- Met and toured CCPL Bay Village Branch with **CCPL Former Trustee Robert Varley**

**October 14**

- Met with Pamela Jankowski, CCPL Chief Public Services Officer

**October 17**

- Meeting with **Matthew Castelli, Mayor, City of Middleburg Heights**, and **Kelly Bassett Coffman, Sr. Strategic Park Planner, Cleveland Metroparks** to discuss Request For Quote (RFQ) for Central Park, Middleburg Heights
- Meeting with **Ginger Choy, Assistant Vice President, CCS Fundraising**, and Hallie Rich, CCPL Chief Communications & External Relations Officer to discuss Development at CCPL and Dayton libraries
- Met with Cuyahoga County Council to present American Rescue Plan Act (ARPA) funding for Solon presentation with Hallie Rich, CCPL Chief Communications & External Relations Officer

**October 18**

- Gave opening remarks for “CCPL for Schools”
- Met with **Daniel Fideli, Executive Vice President, The Fedeli Group, Nathalie Lacouture, Senior Consultant, The Fedeli Group**, and Scott Morgan, CCPL Chief Operations Officer, Monique Good, CCPL Chief Human Resources Officer, and Lisa Brown, CCPL Human Resources Coordinator
- Met with **Gregory Kurtz, Mayor, City of Independence, Emily Thomas, Community Services Director, City of Independence**, Scott Morgan, CCPL Chief Operations Officer, Jeffery Mori, CCPL Facilities Director, and Melanie Rapp-Weiss, CCPL Branch Manager, CCPL Independence Branch to discuss Independence Library Branch
- **Chaired Youth Opportunities Unlimited (Y.O.U.) Community Collaboration Committee Meeting**

**October 19**

- Gave remarks at **Family Space Kickoff** at CCPL Garfield Heights Branch with **County Executive Budish** and **Ronald Konstantinovsky, Vice President, National Institutional Real Estate Lending, Huntington National Bank**, and Hallie Rich, CCPL Chief Communications & External Relations Officer
- Met with Hallie Rich, CCPL Chief Communications & External Relations Officer, and Robert Rua, CCPL Marketing & Communications Director
- Met with Monique Good, CCPL Chief Human Resources Officer

**October 20**

- Meeting with CCPL Leadership Team, includes CCPL Executive Leadership Team, and Enda Bracken, CCPL Branch Services Director - East, Caroline Vicchiarelli, CCPL Branch Services Director – West, and Lane Edwards, CCPL Branch Services Director – South, Daniel Barden, TSD Director, Jim Haprian, IT Director, Jeffery Mori, CCPL Facilities Director, and Rebecca Ranallo, CCPL Literacy and Learning Director, Robert Rua, CCPL Marketing Director, Robert Dolan, CCPL Finance Director, Izoduwa Ebose-Holt, Human Resources Director, and Terrence Echols, CCPL Director, Adult Education Services
- CCPL South Euclid-Lyndhurst Branch Visit and Staff Meeting, with Scott Morgan, CCPL Chief Operations Officer, Jeffery Mori, CCPL Facilities Director and CCPL Steve Haynie, Branch Manager, CCPL South Euclid-Lyndhurst Branch and staff
- Participated in call with **Brooks Rainwater, President and CEO, Urban Libraries Council (ULC)**

**October 21**

- Vacation

**October 24**

- Phone call with **Patrick Losinski, Chief Executive Officer, Columbus Metropolitan Library (CML), Paula Brehm-Heeger, Director, Cincinnati, and Hamilton County Public Library (CHPL)**
- Met with Union Representatives, and Monique Good, Chief Human Resources Officer and Izoduwa Ebose-Holt, Human Resources Director
- Met with Development Director Candidate, and **Lori Smith, CCPL Foundation Board Member** and Hallie Rich, CCPL Chief Communications & External Relations Officer

**October 25**

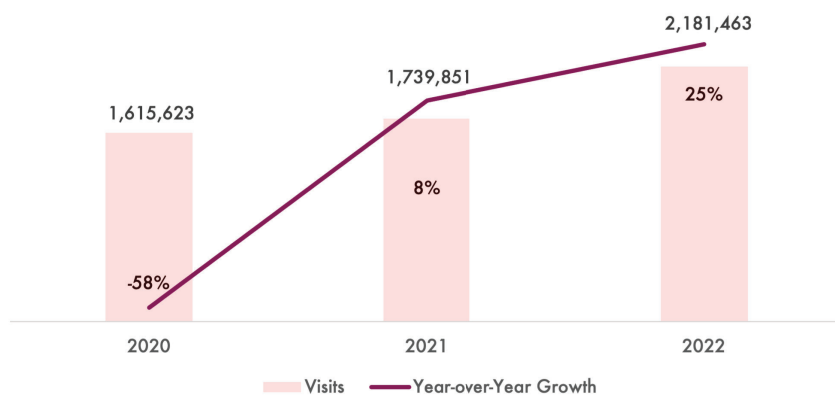
- Attended **The City Club Forum “A Global City For All.”** Larisse Mondok, **CCPL Annual Fund Communications Coordinator**, a **Panelist on this forum**, with Hallie Rich, CCPL Chief Communications & External Relations Officer, Scott Morgan, CCPL Chief Operations Officer, Pamela Jankowski, CCPL Chief Public Services Officer, Monique Good, CCPL Chief Human Resources Officer, and Jennifer Browne, CCPL Grant Writer
- Facilitated **CCPL Policy, Planning & External Relations Committee meeting**
- Facilitated **CCPL Board of Trustees meeting**
- Introduced the **William N. Skirball Writers Center Stage** author **Barbara Kingsolver**

A handwritten signature in black ink, reading "Tracy R. Shobe". The signature is fluid and cursive, with the first name "Tracy" and last name "Shobe" clearly legible, and "R." as a small initial in the middle.

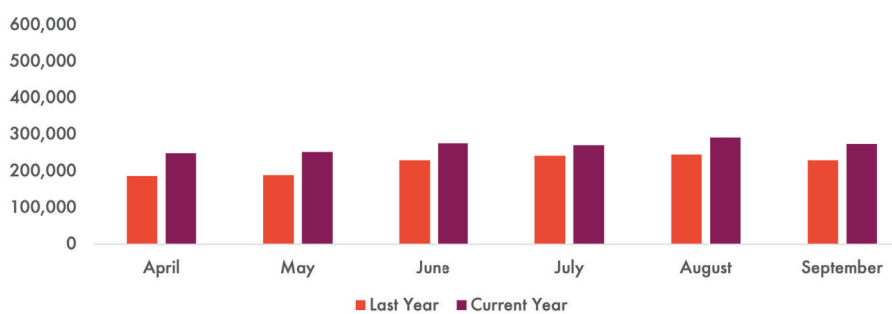
Chief Executive Officer

# Visits | October 2022

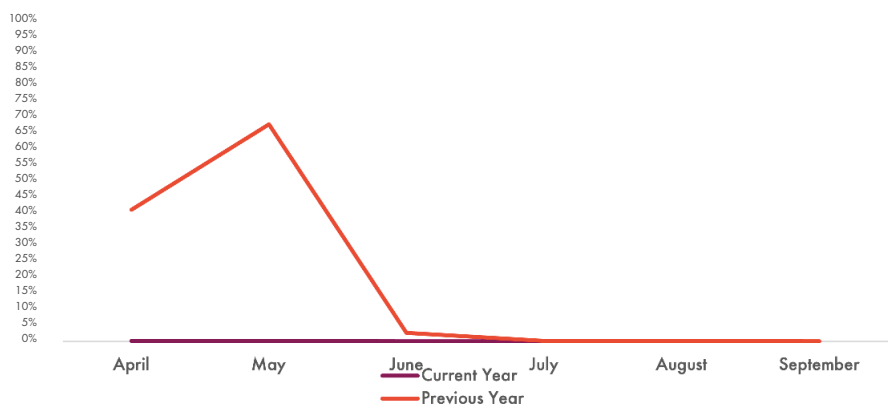
## Year to Date



## Monthly

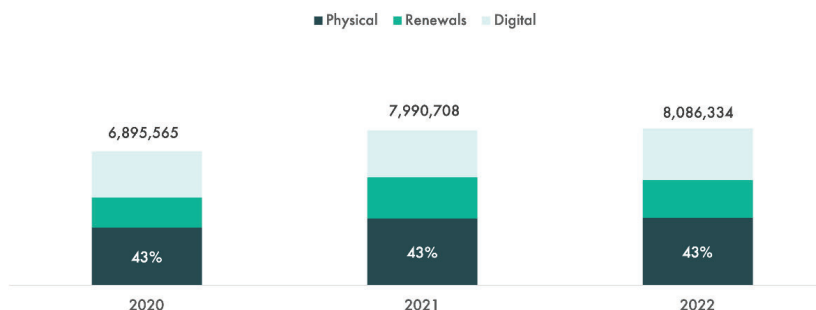


## Year-over-Year Growth

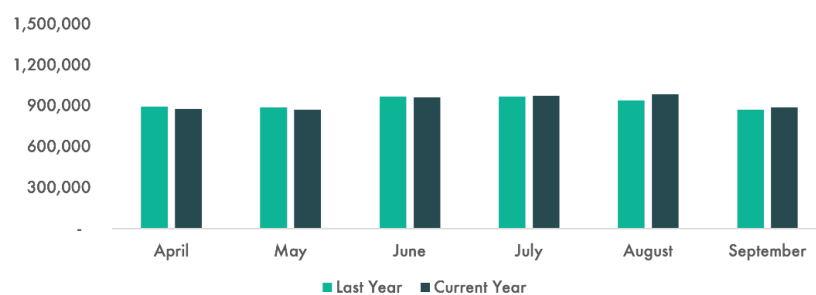


# Circulation | October 2022

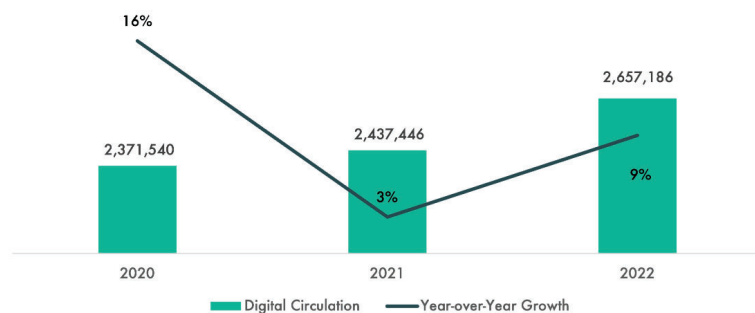
## Year to Date Total Circulation



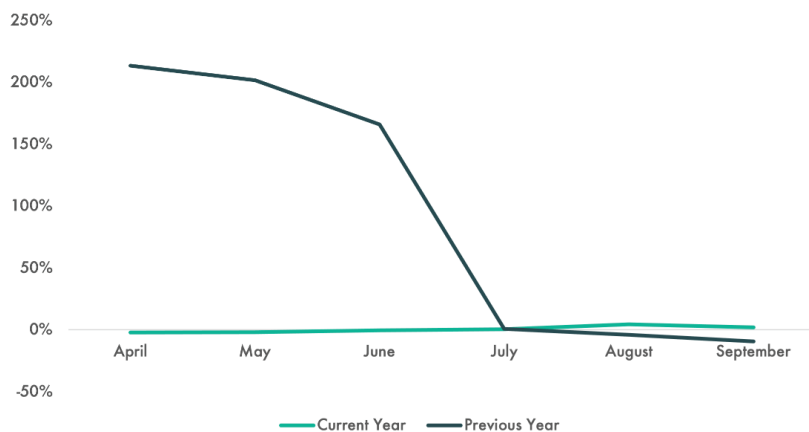
## Monthly Total Circulation



## Year to Date Digital Circulation



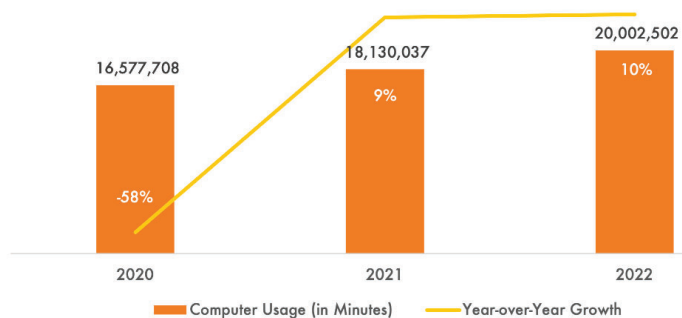
## Year-over-Year Growth Total Circulation



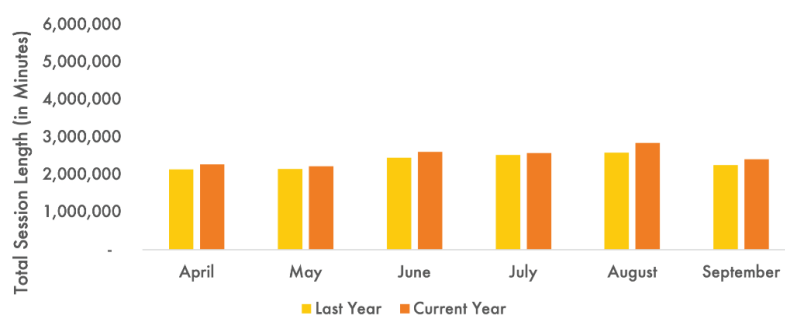


# Computer Use | October 2022

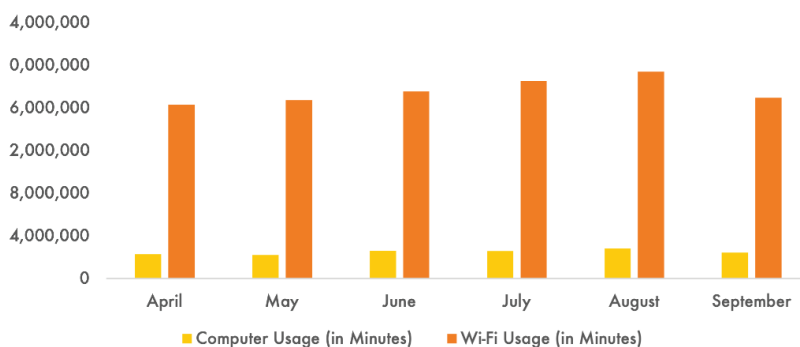
## Year to Date



## Monthly

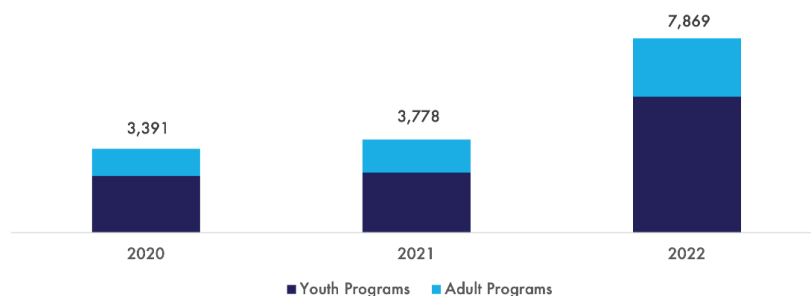


## Public Computer VS. WiFi Usage

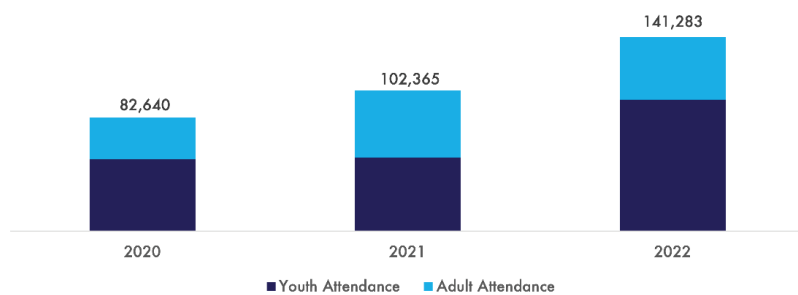


# Programs | October 2022

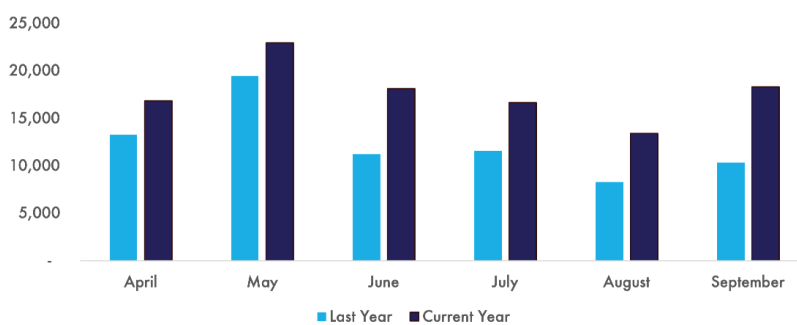
## Year to Date Programs Offered



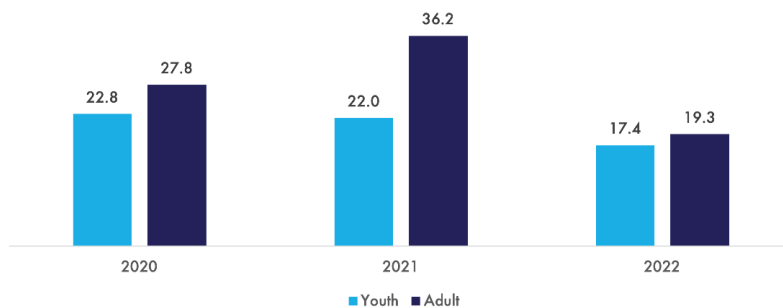
## Year to Date Program Attendance



## Monthly Program Attendance



## Average Program Attendance



## HUMAN RESOURCES DIVISION REPORT LIST NO. 2022-10

October 2022

APPOINTMENTS										
NAME	POSITION	GRADE	SALARY	HOURS WEEK	COST CENTER	REPLACES	SALARY	REASON	HOURS WEEK	EFFECTIVE DATE
Brooks, Lloyd	Homework Center Coordinator	OSH	\$22.24	14	MHR113		\$22.24	New Hire	14	10/17/2022
Daugherty, Janeen	Branch Services Assistant I SUB	207	\$20.09	1	450114		\$20.09	New Hire	1	10/17/2022
Hearne, Sarah	Branch Services Clerk	205	\$16.16	20	GFH111	Amber Bessner	\$16.16	New Hire	20	10/2/2022
Irizarry, Carmen	Youth Programming Tutor	OST	\$12.00	10	504113		\$12.00	New Hire	10	10/17/2022
Kell, Alexandra	Branch Services Clerk	205	\$16.16	16	BKL111	Cecelia Brunecz Retired	\$16.16	New Hire	16	10/17/2022
Khan, Deena	Branch Services Clerk	205	\$16.16	16	BAY111	Ian Cawley Promoted	\$16.16	Rehire	16	10/17/2022
Krueger, Kristi	TSD Specialist ILS Librarian	210	\$29.33	40	701111		\$29.33	New Hire	40	10/17/2022
Lumbus, Faith	Branch Services Clerk	205	\$16.16	20	GFH111	LaKeisha Winstead	\$16.16	New Hire	20	10/2/2022
Masterson, Holly	NBU Page	OEP	\$12.00	15	NOL113	Laura Davies Transferred	\$12.00	New Hire	15	10/17/2022
Nelson, LaRhonda	Youth Programming Tutor	OST	\$12.00	10	504113		\$12.00	New Hire	10	10/2/2022
Nielsen, Simone	Branch Services Clerk SUB	205	\$16.16	1	450114		\$16.16	New Hire	1	10/3/2022
Norman, Paris	Branch Services Assistant SUB	207	\$20.09	1	450114		\$20.09	New Hire	1	9/26/2022
Rilatt, Sara	Youth Programming Tutor	OST	\$12.00	10	504113		\$12.00	New Hire	10	10/2/2022
Stopar, Cheryl	Homework Center Coordinator	OSH	\$22.24	10	STH113		\$22.24	New Hire	10	9/26/2022
Voloshchak, Myroslava	Branch Services Assistant I SUB	207	\$20.09	1	450114		\$20.09	New Hire	1	10/2/2022
Zivkovic, Steven	NBU Page	OEP	\$12.00	15	NOL113		\$12.00	New Hire	15	10/17/2022

## HUMAN RESOURCES DIVISION REPORT LIST NO. 2022-10

October 2022

SEPARATIONS						
NAME	POSITION	COST CENTER	GRADE	SALARY	HRS WEEK	EFFECTIVE DATE
Abramczyk, Zachary	Page NBU	BRV113	OSP	\$13.00	10	10/6/2022
Calhoun, Brittanie	Tutor	504113	OST	\$13.00	10	10/4/2022
Deja, Chelsea	Page NBU	PAS113	OSP	\$13.00	15	10/4/2022
Gibson, Kathryn	Page SUB	PAS113	OSP	\$13.00	1	10/4/2022
Grimke, Laura	Page SUB	PAS113	OSP	\$13.00	1	10/4/2022
Hopkins Lutz, Karl	Tutor	504113	OST	\$12.00	10	10/4/2022
Kaufman, Jacqueline	Tutor	504113	OST	\$12.00	10	10/4/2022
Lumaban, Alma	Page SUB	PAS113	OSP	\$13.00	15	10/4/2022
Pavlish, Vira	Page SUB	PAR113	OSP	\$13.00	1	9/22/2022
Pendolino, Adriana	Branch Services Assistant I	MPL111	207	\$22.17	32	10/6/2022
Poskocil, Janelle	AES Instructor I - Unlicensed	508111	207	\$22.66	32	9/22/2022
Reed Simmerly, Donna	Page SUB	FPR113	OSP	\$13.00	1	9/22/2022
Sweeny, Kathryn	Tutor	504113	OST	\$12.00	10	10/4/2022

## HUMAN RESOURCES DIVISION REPORT LIST NO. 2022-10

October 2022

## ANNIVERSARY PAY ADJUSTMENTS (Not Based on 2080 Hours)

NAME	POSITION	COST CENTER	GRADE OLD	GRADE NEW	HOURS	SALARY OLD	SALARY NEW	EFFECTIVE DATE
Baley, Jon	Page NBU	WVH113	OEP	OEP	15	\$12.50	\$13.00	10/16/2022
Blythewood, Sheneva	Page NBU	WVH113	OEP	OEP	15	\$12.50	\$13.00	10/16/2022
Dembinski, Judith	Page NBU	SLN113	OEP	OEP	15	\$12.50	\$13.00	10/2/2022
Foerg, Katherine	Page NBU	MHR113	OEP	OEP	15	\$12.00	\$12.50	8/7/2022
Groves, Lisa	Tutor	504113	OST	OST	10	\$12.00	\$13.00	9/8/2022
Johnson, Teresa	Page NBU	GFH113	OEP	OEP	15	\$12.00	\$12.50	8/7/2022
Lake, Emily	Page NBU	BRV113	OEP	OEP	12	\$12.00	\$12.50	9/18/2022
Pecnik, Stacey	Page NBU	MYR113	OEP	OEP	15	\$12.00	\$12.50	10/2/2022
Peet, Phoebe	Page NBU	BAY113	OEP	OEP	15	\$12.50	\$13.00	10/2/2022
Williams. Kayla	Page NBU	GFH113	OEP	OEP	15	\$12.00	\$12.50	7/24/2022





## HUMAN RESOURCES DIVISION REPORT LIST NO. 2022-10

October 2022

CHANGES IN HOURS/SALARY/TRANSFERS													
NAME	POSITION	COST CENTER OLD	COST CENTER NEW	GRADE OLD	GRADE NEW	HOURS OLD	HOURS NEW	SALARY OLD	SALARY NEW	REPLACES	REASON	HRS WEEK	EFFECTIVE DATE
Brouillette, Elizabeth	Branch Services Assistant II	FPR111	BPK111	207	207	20	20	\$21.73	\$21.73	Mary Lou Spear-Camloh	Transfer	20	10/4/2022
Cangemi, Claudia	Branch Services Clerk	BKL111	BKL111	205	205	16	20	\$16.16	\$16.16		Increase Hours	20	10/16/2022
Conti, Gianna	Branch Services Librarian	MYR111	MYR111	208	208	40	40	\$23.69	\$23.69	Sarah Verlie	Transfer	40	10/16/2022
Douglass, Sharon	Branch Services Librarian I - Generalist	SEU113	SEU111	OSP	208	10	40	\$13.00	\$24.00	Carly Garinger	Transfer	40	10/17/2022
Forsberg, Bethany	Media Services Coordinator - Acting	PAS111	404111	208	207	40	40	\$28.04	\$28.04		Acting Assignment Begins	40	10/17/2022
Hajek, Nicolaus	Branch Services Assistant II	MYR111	MYR111	207	207	28	28	\$20.69	\$21.31		Transfer to BSA II	28	10/02/2022
Henry, James	123 Read Site Coordinator	504113	504113	OSH	OSR	15	15	\$22.24	\$22.24		Transfer	15	9/19/2022
Kiel, Katherine	Branch Services Clerk	BAY111	BAY111	205	205	20	32	\$16.16	\$16.16		Increase Hours	32	10/02/2022
Kile, Carol	AES Instructor I - Unlicensed	508113	508113	OSU	OSU	15	15	\$22.00	\$23.32		Rate Adjustment	15	9/4/2022
Miller, Samantha	Monitor-Mentor Branch Services Assistant SUB	NOL112	NOL112 450114	OSM	OSM 207	15	15 1	\$22.24	\$22.24 \$22.24		Add Second Rate	15 1	10/17/2022
Moreno, Beverly	Branch Services Clerk SUB	BKL111	450114	205	205	20	1	\$17.64	\$16.16		Transfer to SUB Status	1	10/2/2022
Nadas, Eileen	AD ED Services Instructor SUB	508114	508114	OSS	OSS	1	1	\$21.00	\$22.26		Rate Adjustment	1	9/4/2022
Parker, Riley	Branch Services Clerk	BAY111	BAY111	205	205	16	28	\$16.16	\$16.16		Increase Hours	28	10/2/2022
Pecnik, Stacey	NBU Page Branch Services Clerk SUB	MRY113	MRY113 450114	OEP	OEP 205	15	15 1	\$12.50	\$12.50 \$16.16		Add Second Rate	15 1	10/16/2022
Retting, Kathryn	Branch Services Assistant II Branch Services Librarian SUB	BCH111	BCH111 450114	207	207 208	32	32 1	\$21.09	\$21.73 \$22.40		Correct First Rate and Add Second Rate	32 1	9/18/2022
Robinson, Jessica	Branch Services Assistant II Branch Services Librarian SUB	PAR111	PAR111 450114	207	207 208	24	24 1	\$21.00	\$21.63 \$22.40		Transfer to BSA II Add Second Rate	24 1	10/02/2022

CHANGES IN HOURS/SALARY/TRANSFERS													
NAME	POSITION	COST CENTER OLD	COST CENTER NEW	GRADE OLD	GRADE NEW	HOURS OLD	HOURS NEW	SALARY OLD	SALARY NEW	REPLACES	REASON	HRS WEEK	EFFECTIVE DATE
Stopper, Regina	Branch Services Librarian Supervisor	MHR111	BRV111	209	209	40	40	\$34.97	\$34.97	Annette Jones	Transfer	40	10/16/2022
Suzelis, Brandon	NBU Page Branch Services Assistant I SUB	CHF113	CHF113 450114	OSP	OSP 207	15	15 1	\$13.00	\$13.00 \$20.09		Add Second Rate	15 1	10/16/2022
Weiss, Jeremy	AES Instructor II - Corrections Branch Services Assistant SUB	508111	508111 450114	208	208 207	32	32 1	\$23.25	\$23.25 \$23.25		Add Second Rate	32 1	9/18/2022
Wilson, Tiffany	Youth Programming Tutor	BPK112	504113	OSH	OST	14	10	\$23.24	\$13.00		Transfer to Tutor	10	10/16/2022

## HUMAN RESOURCES DIVISION REPORT LIST NO. 2022-10

October 2022

CONFERENCE AND MEETING ATTENDANCE				
NAME	DATE (\$)	AMOUNT	MILEAGE	MEETING
Barden, Daniel	10/04/2022 - 10/05/2022	\$320.00		ILS Visit to Montgomery County/Rockville, MD
Brown, Lisa	11/10/2022	\$150.00		Controlling FMLA Abuse/Akron, OH
Bucey, Jennifer	10/13/2022 - 10/14/2022	\$741.20	\$ 151.20	Ohio Assoc of Adult and Continuing Education/Dublin, OH
Curry, Kaleb	11/18/2022	\$75.00		Out of School Time Symposium/Warrensville, OH
Edwards, Lane	10/04/2022 - 10/05/2022	\$100.19	\$ 10.19	ILS Visit to Montgomery County (additional transportation Request)/Rockville, MD
Fartouchna, Oksana	10/13/2022 - 10/14/2022	\$540.00	\$ 148.96	Ohio Assoc of Adult and Continuing Education/Columbus, OH
Friend, Denise	10/12/2022 - 10/14/2022	\$900.00	\$ 143.36	Ohio Assoc of Adult and Continuing Education/Dublin, OH
Harris, Jami	10/13/2022 - 10/14/2022	\$892.26	\$ 145.60	Ohio Assoc of Adult and Continuing Education/Columbus, OH
Howell, Maxine	10/04/2022 - 10/05/2022	\$175.00	\$ 15.01	ILS Visit to Montgomery County/Rockville, MD
Pucci, Kathleen	10/04/2022 - 10/05/2022	\$309.44	\$ 8.44	ILS Visit to Montgomery County/Rockville, MD
Robinson, Tanisha	10/13/2022 - 10/14/2022	\$601.22	\$ 154.56	Ohio Assoc of Adult and Continuing Education/Columbus, OH
Slobodchikova, Irina	10/13/2022 - 10/14/2022	\$431.16	\$ 147.84	Ohio Assoc of Adult and Continuing Education/Columbus, OH
Thorratt, Lori	10/04/2022 - 10/06/2022	\$320.00		ILS Visit to Montgomery County/Rockville, MD
Trivisonno, Maria	11/3/2022	\$80.00		Keys to Student Learning: Enhancing Executive Functioning/Independence, OH
Untch, Jessica	10/13/2022 - 10/14/2022	\$870.98	\$ 124.32	Ohio Assoc of Adult and Continuing Education/Columbus, OH
		<b>\$6,506.45</b>		

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## Financial Statement Analysis

September 2022

The budget presented on this report is the Permanent Appropriations and Estimated Revenues as adopted by the Board for the beginning of 2022.

### **Revenues**

We did not receive any additional distributions from the County for our property tax levies. Since we have received advances on both levies, we will only receive a few more dollars for the remainder of the year. With the advances, we are running slightly over what we had budgeted. We did receive our reimbursement from the state for homestead exemptions for the 2.5 mill levy. With this distribution we are under budget, but the additional amounts we received from the County will cover that shortfall.

As a reminder, we only receive a reimbursement from the State for homestead exemption on our 2.5 mill levy. The ORC no longer requires the State to reimburse local governments for homestead exemptions on property tax levies.

Our September distribution for the PLF was \$2,277,090.20. Based on a comparison to last year, this distribution was slightly larger than the amount received in September 2021. Our YTD comparisons are also more than last year. The amount received YTD is 87.1% of the budget.

Fines and Fees collected in September were less than what was collected last year. With going Fine Free in May, the amounts received was for fees only. Although, looking at the total of Patron Fines and Fees the total amount collected this year does exceed the total amount collected last year. The amount collected for passport processing and photos greatly exceeded what was collected last year for September.

Also of note is the interest account. The amount collected through September is significantly larger than what we collected in all of 2021.

The remainder of the revenue accounts are where we would expect them to be for the month of September.

### **Expenses**

The Salaries and Benefits accounts, apart from the Insurance Benefits are right on budget. The Insurance Benefits expense is less than what we have projected, and we will have funds left in that account at the end of the year.

The Library Materials accounts reflect an overall expense of 81%. This is typical as the first couple of months are larger buying months for materials and we also have encumbered funds to pay for preordered publications.

Some of the expense accounts show a larger percentage expensed and encumbered. This reflects the blanket purchase orders for the year, which is accounted for in the encumbrances.

### **Investments**

There were no purchases of investments for the month of September.

### **Transfers and Advances**

We repaid one advance from 2021 for the EPA charging stations at Warrensville Heights Branch in the amount of \$10,876.00.

We also had two transfers for the month. A transfer of \$2,020.95 for a match for the SNAP program. We also transferred \$11,806.00 to the EPA charging stations for the additional amount the grant did not cover.

CUYAHOGA COUNTY PUBLIC LIBRARY										General Fund
REVENUE										
Fiscal 2022 -September										75% of Year
Acct. No.	General Fund Line Item Description	2022 Revenue	2021 Final Revenue	2022 MTD Received	2021 MTD Received	2022 YTD Received	2021 YTD Received	2022 % Received	2022 Balance	Notes
1200	General Property Taxes	\$58,147,036.00	\$57,769,729.82	\$0.00	\$7,633.87	\$58,201,924.47	\$57,769,729.82	100.1%	\$54,888.47	
	Gen Prop Taxes-Rel Estate 2.5 Mills	\$39,397,036.00	\$39,163,998.70	\$0.00	\$4,336.44	\$39,458,013.84	\$39,163,998.70	100.2%	\$60,977.84	
	Gen Prop Taxes-Rel Estate 1.0 Mills	\$18,750,000.00	\$18,605,731.12	\$0.00	\$3,297.43	\$18,743,910.63	\$18,605,731.12	100.0%	(\$6,089.37)	
1250	Intergovernmental	\$27,726,855.02	\$29,279,275.86	\$4,656,315.80	\$4,590,485.82	\$24,612,498.00	\$23,209,205.51	88.8%	(\$3,114,357.02)	
	Public Library Fund	\$22,801,055.02	\$24,353,461.58	\$2,277,090.20	\$2,127,646.59	\$19,861,878.23	\$18,295,048.24	87.1%	(\$2,939,176.79)	
	Property Taxes	\$4,925,800.00	\$4,925,814.28	\$2,379,225.60	\$2,462,839.23	\$4,750,619.77	\$4,914,157.27	96.4%	(\$175,180.23)	
2200	Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
2300	Local Government	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
3100	Patron Fines & Fees	\$525,000.00	\$657,617.11	\$67,123.90	\$53,491.52	\$683,299.42	\$458,283.91	130.2%	\$158,299.42	
	Fines and Fees Income	\$50,000.00	\$189,105.86	\$3,359.90	\$16,986.52	\$38,138.61	\$141,307.66	76.3%	(\$11,861.39)	
	Passport Fee	\$390,000.00	\$390,705.00	\$46,830.00	\$26,705.00	\$476,685.00	\$278,355.00	122.2%	\$86,685.00	
	Passport Photo Fee	\$75,000.00	\$75,150.00	\$16,650.00	\$9,800.00	\$162,660.00	\$38,390.00	216.9%	\$87,660.00	
	Electric Vehicle Charging	\$0.00	\$0.00	\$102.75	\$0.00	\$284.56	\$0.00	0.0%	\$284.56	
	Meeting Room Rental Fees	\$10,000.00	\$2,656.25	\$181.25	\$0.00	\$5,531.25	\$231.25	55.3%	(\$4,468.75)	
4000	Interest	\$20,000.00	\$12,621.84	\$54,851.02	\$1,720.92	\$135,912.44	\$8,658.34	679.6%	\$115,912.44	
5500	Services Provided Other Entities	\$5,000.00	\$5,015.62	\$238.00	\$266.72	\$5,434.00	\$1,319.62	108.7%	\$434.00	
6100	Restricted Gifts	\$0.00	\$63,048.55	\$0.00	\$41.83	\$32,654.22	\$38,912.42	0.0%	\$32,654.22	
6500	Unrestricted Gifts	\$45,000.00	\$609.81	\$260.55	\$0.00	\$787.04	\$421.88	1.7%	(\$44,212.96)	
8100	Sale of Property	\$37,000.00	\$38,025.93	\$0.00	\$414.00	\$7,802.77	\$36,975.93	21.1%	(\$29,197.23)	
8200	Sale of Resale Supplies	\$64,520.00	\$63,212.39	\$6,646.60	\$6,333.61	\$60,034.95	\$42,251.17	93.0%	(\$4,485.05)	
8300	Rental of Real Property	\$23,110.00	\$23,106.00	\$1,925.50	\$1,925.50	\$15,404.00	\$15,404.00	0.0%	(\$7,706.00)	
8700	Refunds and Reimbursements	\$263,370.00	\$884,793.48	\$600.64	\$2,418.98	\$153,476.78	\$874,199.76	58.3%	(\$109,893.22)	
8900	Miscellaneous	\$12,000.00	\$12,543.18	\$500.00	\$170.00	\$15,208.85	\$11,511.39	126.7%	\$3,208.85	
9800	Advances In	\$0.00	\$0.00	\$10,876.00	\$0.00	\$10,876.00	\$0.00	0.0%	\$10,876.00	
9900	Transfers In	\$0.00	\$0.00	\$0.00	\$0.00	\$653.47	\$0.00	0.0%	\$653.47	
	Carryover	\$500,000.00	\$947,747.99	\$0.00	\$0.00	\$500,000.00	\$947,747.99	100.0%	\$0.00	
TOTAL -- General Fund		\$87,368,891.02	\$89,757,347.58	\$4,799,338.01	\$4,664,902.77	\$84,435,966.41	\$83,414,621.74	96.6%	(\$2,932,924.61)	
TOTAL -- Capital Fund - 402		\$585,000.00	\$19,359,859.84	\$23,634.54	\$4,233.54	\$685,495.98	\$206,474.82	117.2%	\$100,495.98	
TOTAL -- Note Retirement Fund - 301		\$4,449,855.85	\$51,974,457.00	\$8,315.59	\$0.00	\$4,462,473.16	\$51,974,457.00	100.3%	\$12,617.31	
TOTAL -- Trust Fund (Regular) - 701		\$2,000.00	\$24,649.48	\$1,314.61	\$1,496.77	\$75,403.31	\$20,095.45	3770.2%	\$73,403.31	
TOTAL -- Trust Fund (Special) - 702		\$900.00	\$628,480.44	\$2,862.91	\$169,286.00	\$57,150.10	\$628,685.27	6350.0%	\$56,250.10	
TOTAL -- Endowment Fund - 801		\$100.00	\$15.76	\$40.39	\$1.25	\$151.10	\$11.79	151.1%	\$51.10	
TOTAL -- Agency Fund (FSA) - 901		\$80,000.00	\$81,606.87	\$7,151.42	\$6,688.42	\$64,624.04	\$61,267.60	80.8%	(\$15,375.96)	
TOTAL -- Project Build - 223		\$0.00	\$40,632.59	\$0.00	\$0.00	\$0.00	\$250.00	0.0%	\$0.00	
TOTAL -- Entrepreneurships Adult & Youth - 232		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Cleve Found Encore Initiative - 236		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- My Com Neighborhood - 242		\$32,500.00	\$292,500.36	\$0.00	\$10,833.37	\$32,499.67	\$195,000.25	100.0%	(\$0.33)	
TOTAL -- Memory Lab Grant - 243		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- W VH Garden Grant - 244		\$2,000.00	\$1,500.00	\$0.00	\$0.00	\$2,000.00	\$1,500.00	100.0%	\$0.00	
TOTAL -- Adult Education Services - 247		\$2,609,909.26	\$1,670,135.25	\$4,968.22	\$2,396.12	\$1,060,144.15	\$893,287.62	40.6%	(\$1,549,765.11)	
TOTAL -- Family Engagement - 249		\$256,405.00	\$77,500.00	\$0.00	\$0.00	\$54,341.40	\$22,500.00	0.0%	(\$202,063.60)	
TOTAL -- IPAD Lab - 253		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Food & Culinary Literacy Program		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Hotspot Lending Program		\$245,000.00	\$135,520.00	\$0.00	\$0.00	\$125,000.00	\$0.00	0.0%	(\$120,000.00)	
TOTAL -- Poetry Out Loud - 261		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL --Digital Literacy- 265		\$0.00	\$237,450.00	\$0.00	\$0.00	\$71,000.00	\$97,450.00	0.0%	\$71,000.00	
TOTAL --OH EPA Charging Station- 266		\$28,576.00	\$10,876.00	\$26,806.00	\$0.00	\$26,806.00	\$0.00	93.8%	(\$1,770.00)	
TOTAL -- Homework Centers - 270		\$377,315.55	\$203,000.00	\$0.00	\$0.00	\$150,993.30	\$138,500.00	40.0%	(\$226,322.25)	
TOTAL -- Summer Camps - 280		\$45,000.00	\$23,172.09	\$0.00	\$0.00	\$45,000.00	\$22,000.00	100.0%	\$0.00	
TOTAL -- Kindergarten & Baby Kits - 290		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
TOTAL -- Special School Program. - 293		\$249,362.42	\$254,750.55	\$3,000.00	\$0.00	\$73,657.27	\$118,536.74	29.5%	(\$175,705.15)	
GRAND TOTAL -- All Funds		\$96,332,815.10	\$164,773,453.81	\$4,877,431.69	\$4,859,838.24	\$91,422,705.89	\$137,794,638.28	94.9%	(\$4,910,109.21)	

CUYAHOGA COUNTY PUBLIC LIBRARY												
BUDGET EXPENDITURE STATUS												
Fiscal 2022 September												
75% of Year												
Acct. No.	General Fund Line Item Description	2022 Appropriation	2021 C/O Encumbrance	2021 Final Expended	2022 MTD Expended	2021 MTD Expended	2022 YTD Expended	2021 YTD Expended	2022 Enc + PY Enc	2022 Exp+Enc	2022% Exp+Enc	2022 Balance
1000s	SALARIES & BENEFITS	47.6%										
1110	Salaries	\$29,500,000.00	\$0.00	\$27,721,271.74	\$3,352,198.93	\$3,255,335.68	\$22,441,152.49	\$21,135,440.44	\$0.00	\$22,441,152.49	76.1%	\$7,058,847.51
1400	Retirement Benefits-Employer	\$4,130,046.00	\$0.00	\$3,833,569.75	\$470,241.89	\$454,974.68	\$3,151,650.89	\$2,945,185.93	\$0.00	\$3,151,650.89	76.3%	\$978,395.11
1600	Insurance Benefits-Employer	\$7,927,516.00	\$0.00	\$6,899,059.74	\$531,528.45	\$558,710.32	\$5,086,270.98	\$5,269,005.36	\$0.00	\$5,086,270.98	64.2%	\$2,841,245.02
1900	Other Employee Benefits	\$72,438.00	\$0.00	\$71,300.61	\$298.00	\$2,529.60	\$20,712.18	\$28,594.31	\$0.00	\$20,712.18	28.6%	\$51,725.82
	SUBTOTAL -- SALARIES & BENEFITS	\$41,630,000.00	\$0.00	\$38,525,201.84	\$4,354,267.27	\$4,271,550.28	\$30,699,786.54	\$29,378,226.04	\$0.00	\$30,699,786.54	73.7%	\$10,930,213.46
2000s	SUPPLIES	1.5%										
2100	General Administrative Supplies	\$744,121.00	\$93,947.63	\$566,154.10	\$142,637.50	\$33,031.27	\$520,394.70	\$273,346.65	\$300,161.42	\$820,556.12	97.9%	\$17,512.51
2200	Property Maintenance & Repair Supplies	\$405,609.00	\$4,701.13	\$301,424.31	\$14,647.38	\$16,502.41	\$223,224.83	\$234,639.06	\$187,073.79	\$410,298.62	100.0%	\$11.51
2300	Motor Equipment Fuel & Supplies	\$97,270.00	\$0.00	\$102,397.52	\$6,742.77	\$5,646.28	\$66,986.18	\$72,959.52	\$29,042.20	\$96,028.38	98.7%	\$1,241.62
2500	Supplies for Resale	\$53,000.00	\$0.00	\$31,595.00	\$7,530.00	\$4,400.00	\$31,860.00	\$22,095.00	\$20,670.00	\$52,530.00	99.1%	\$470.00
	SUBTOTAL -- SUPPLIES	\$1,300,000.00	\$98,648.76	\$1,001,570.93	\$171,557.65	\$59,579.96	\$842,465.71	\$603,040.23	\$536,947.41	\$1,379,413.12	98.6%	\$19,235.64
3000s	PURCHASED & CONTRACTED SERVICES	17.9%										
3100	Travel & Meeting Expenses	\$178,555.00	\$0.00	\$44,986.28	\$3,056.97	\$4,443.67	\$65,321.41	\$25,728.30	\$0.00	\$65,321.41	36.6%	\$113,233.59
3200	Communications-Printing & Publications	\$1,432,080.00	\$515.84	\$1,108,783.05	\$120,608.19	\$100,724.13	\$1,062,551.04	\$781,404.26	\$370,018.24	\$1,432,569.28	100.0%	\$26.56
3300	Property Maintenance & Repair Service	\$5,672,395.00	\$1,103,684.61	\$5,437,855.84	\$697,286.61	\$325,415.88	\$3,863,384.02	\$4,311,357.18	\$2,451,197.33	\$6,314,581.35	93.2%	\$461,498.26
3400	Insurance	\$372,300.00	\$0.00	\$313,740.34	\$0.00	\$10.00	\$360,446.00	\$311,471.00	\$11,854.00	\$372,300.00	100.0%	\$0.00
3500	Rents and Leases	\$873,455.00	\$87,425.68	\$610,145.51	\$157,856.03	\$13,788.02	\$577,497.14	\$408,828.63	\$383,350.96	\$960,848.10	100.0%	\$32.58
3600	Utilities	\$1,693,625.00	\$0.00	\$1,529,944.20	\$164,129.27	\$122,941.61	\$1,119,993.48	\$1,167,663.50	\$0.00	\$1,119,993.48	66.1%	\$573,631.52
3700	Professional Services	\$3,101,040.00	\$451,958.64	\$1,985,577.86	\$125,589.74	\$93,046.83	\$2,482,526.66	\$1,696,480.19	\$1,070,323.36	\$3,552,850.02	100.0%	\$148.62
3900	Other Contracted Services	\$2,298,900.00	\$12,526.36	\$2,256,526.08	\$96,552.64	\$214,746.75	\$1,658,677.44	\$1,909,423.88	\$652,656.15	\$2,311,333.59	100.0%	\$92.77
	SUBTOTAL -- CONTRACTED SERVICES	\$15,622,350.00	\$1,656,111.13	\$13,287,559.16	\$1,365,079.45	\$875,116.89	\$11,190,397.19	\$10,612,356.94	\$4,939,400.04	\$16,129,797.23	93.4%	\$1,148,663.90
4000s	LIBRARY MATERIALS & INFORMATION	11.4%										
4100	Books & Pamphlets	\$7,205,000.00	\$440,573.47	\$7,227,986.18	\$652,916.80	\$570,766.07	\$5,884,093.76	\$5,648,850.36	\$705,630.55	\$6,589,724.31	86.2%	\$1,055,849.16
4200	Periodicals	\$195,000.00	\$0.00	\$194,257.15	\$596.98	\$465.45	\$6,831.21	\$16,441.92	\$0.00	\$6,831.21	3.5%	\$188,168.79
4300	Audiovisual Material	\$1,150,000.00	\$136,911.10	\$1,114,238.63	\$103,994.57	\$79,663.50	\$822,453.59	\$893,450.75	\$163,278.14	\$985,731.73	76.6%	\$301,179.37
4500	Computer Services & Information	\$1,398,000.00	\$0.00	\$1,295,945.72	\$122,350.66	\$40,485.51	\$940,510.38	\$830,985.39	\$0.00	\$940,510.38	67.3%	\$457,489.62
4700	Library Material Repair & Restoration	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$2,000.00
4900	Library Materials-Other	\$50,000.00	\$1,093.74	\$30,653.07	\$8,218.40	\$6,531.58	\$36,805.36	\$21,612.10	\$11,341.05	\$48,146.41	94.2%	\$2,947.33
	SUBTOTAL -- LIBRARY MATERIALS	\$10,000,000.00	\$578,578.31	\$9,863,080.75	\$888,077.41	\$697,912.11	\$7,690,694.30	\$7,411,340.52	\$880,249.74	\$8,570,944.04	81.0%	\$2,007,634.27
5000s	CAPITAL OUTLAY	6.7%										
5100	Purchase of Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
5400	Building Improvements	\$3,876,605.00	\$5,500.00	\$441,312.77	\$0.00	\$23,070.00	\$5,500.00	\$292,862.79	\$204,123.93	\$209,623.93	5.4%	\$3,672,481.07
5500	Furniture & Equipment	\$1,987,000.00	\$721,703.33	\$1,143,941.60	\$88,124.55	\$187,236.94	\$933,220.77	\$766,780.92	\$967,014.42	\$1,900,235.19	70.2%	\$808,468.14
5700	Motor Vehicles	\$13,000.00	\$89,087.00	\$200,855.00	\$0.00	\$0.00	\$63,706.05	\$200,855.00	\$38,127.09	\$101,833.14	0.0%	\$253.86
	SUBTOTAL -- CAPITAL OUTLAY	\$5,876,605.00	\$816,290.33	\$1,786,109.37	\$88,124.55	\$210,306.94	\$1,002,426.82	\$1,260,498.71	\$1,209,265.44	\$2,211,692.26	33.0%	\$4,481,203.07
7000s	OTHER OBJECTS	0.1%										
7100	Dues and Memberships	\$65,570.00	\$0.00	\$60,919.00	\$740.00	\$398.00	\$51,569.92	\$55,378.00	\$14,000.00	\$65,569.92	100.0%	\$0.08
7200	Taxes and Assessments	\$27,510.00	\$0.00	\$17,465.00	\$1,723.07	\$1,344.76	\$25,227.70	\$14,249.82	\$0.00	\$25,227.70	91.7%	\$2,282.30
7500	Refunds and Reimbursements	\$3,545.00	\$0.00	\$2,864.58	\$137.39	\$1,106.92	\$3,043.06	\$2,641.91	\$0.00	\$3,043.06	85.8%	\$501.94
7900	Other Miscellaneous Expenses	\$4,420.00	\$235.00	\$1,965.04	\$515.79	\$219.00	\$2,438.71	\$1,508.04	\$2,215.00	\$4,653.71	100.0%	\$1.29
	SUBTOTAL -- OTHER OBJECTS	\$101,045.00	\$235.00	\$83,213.62	\$3,116.25	\$3,068.68	\$82,279.39	\$73,777.77	\$16,215.00	\$98,494.39	97.2%	\$2,785.61
8000s	CONTINGENCY	0.3%										
8999	Contingency	\$238,891.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$238,891.02
	SUBTOTAL -- CONTINGENCY	\$238,891.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$238,891.02
9000s	TRANSFERS OUT	14.4%										
9899	Advances to Other Funds	\$0.00	\$0.00	\$146,396.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
9999	Transfers to Other Funds	\$12,600,000.00	\$0.00	\$24,041,621.14	\$13,826.95	\$10,833.37	\$4,640,803.28	\$4,788,532.25	\$0.00	\$4,640,803.28	36.8%	\$7,959,196.72
	SUBTOTAL -- TRANSFERS OUT	\$12,600,000.00	\$0.00	\$24,188,017.14	\$13,826.95	\$10,833.37	\$4,640,803.28	\$4,788,532.25	\$0.00	\$4,640,803.28	36.8%	\$7,959,196.72
	GRAND TOTAL -- General Fund	\$87,368,891.02	\$3,149,863.53	\$88,734,752.81	\$6,884,049.53	\$6,128,368.23	\$56,148,853.23	\$54,127,772.46	\$7,582,077.63	\$63,730,930.86	70.4%	\$26,787,823.69



CUYAHOGA COUNTY PUBLIC LIBRARY												
BUDGET EXPENDITURE STATUS												
Fiscal 2022 September												75% of Year
FUND	Line Item Description	2022 Appropriation	2021 C/O Encumbrance	2021 Final Expended	2022 MTD Expended	2021 MTD Expended	2022 YTD Expended	2021 YTD Expended	2022 ENC + PY Enc	2022 Exp+Enc	2022 % Exp+Enc	2022 Balance
223	TOTAL -- Project Build	\$40,613.09	\$0.00	\$6,002.93	\$0.00	\$19.50	\$14,965.50	\$5,977.93	\$0.00	\$14,965.50	36.8%	\$25,647.59
232	TOTAL -- Entrepreneurships Adult & Youth	\$0.00	\$0.00	\$3,882.09	\$0.00	\$1,000.00	\$0.00	\$2,500.00	\$0.00	\$0.00	#DIV/0!	\$0.00
236	TOTAL -- Cleveland Foundation Encore Initiative	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
242	TOTAL -- MyCom Neighborhood	\$81,506.45	\$0.00	\$259,075.04	\$0.00	\$23,635.58	\$80,351.51	\$201,933.49	\$0.00	\$80,351.51	98.6%	\$1,154.94
244	TOTAL -- WVH Garden Grant	\$3,046.67	\$0.00	\$873.09	\$250.00	\$0.00	\$1,507.26	\$770.40	\$453.83	\$1,961.09	64.4%	\$1,085.58
247	TOTAL -- Adult Education Services	\$2,802,823.86	\$0.00	\$1,483,936.95	\$156,765.31	\$133,653.36	\$1,149,060.73	\$1,074,685.11	\$18,007.90	\$1,167,068.63	41.6%	\$1,635,755.23
249	TOTAL -- Family Engagement	\$311,405.00	\$0.00	\$23,327.15	\$16,737.73	\$4,490.19	\$101,256.26	\$19,093.81	\$46,019.81	\$147,276.07	0.0%	\$164,128.93
253	TOTAL -- IPAD Lab	\$33.73	\$0.00	\$1,604.63	\$0.00	\$0.00	\$0.00	\$1,604.63	\$0.00	\$0.00	0.0%	\$33.73
256	TOTAL -- Food & Culinary Literacy Programs	\$33,065.43	\$0.00	\$0.00	\$27.26	\$0.00	\$62.74	\$0.00	\$0.00	\$62.74	0.2%	\$33,002.69
257	TOTAL -- Hotspot Lending Program	\$245,000.00	\$0.00	\$171,440.00	\$10,020.00	\$0.00	\$89,659.61	\$35,920.00	\$17,548.06	\$107,207.67	43.8%	\$137,792.33
261	TOTAL -- Poetry Out Loud	\$0.00	\$0.00	\$2,300.00	\$0.00	\$0.00	\$0.00	\$2,300.00	\$0.00	\$0.00	0.0%	\$0.00
265	TOTAL --Digital Literacy	\$233,477.36	\$0.00	\$3,972.64	\$16,112.47	\$0.00	\$201,403.91	\$0.00	\$0.00	\$201,403.91	86.3%	\$32,073.45
266	TOTAL --OH EPA Charging Station Grant	\$28,576.00	\$0.00	\$10,876.00	\$10,876.00	\$10,876.00	\$26,806.00	\$10,876.00	\$1,770.00	\$28,576.00		\$0.00
270	TOTAL -- Homework Centers	\$381,292.94	\$0.00	\$209,509.18	\$11,174.18	\$16,208.52	\$139,263.18	\$146,174.58	\$7,107.00	\$146,370.18	38.4%	\$234,922.76
280	TOTAL -- Summer Camps	\$45,000.00	\$0.00	\$23,172.09	\$0.00	\$0.00	\$37,702.68	\$23,172.09	\$4,381.40	\$42,084.08	0.0%	\$2,915.92
290	TOTAL -- Kindergarten & Baby Kits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
293	TOTAL -- Special School Programming	\$313,559.64	\$0.00	\$208,505.41	\$13,477.17	\$17,789.42	\$111,054.76	\$116,141.02	\$25,071.82	\$136,126.58	43.4%	\$177,433.06
301	TOTAL -- Note Retirement Fund	\$4,497,750.00	\$0.00	\$51,926,982.03	\$0.00	\$0.00	\$511,874.73	\$48,376,028.13	\$0.00	\$511,874.73	11.4%	\$3,985,875.27
402	TOTAL -- Capital Fund	\$10,000,000.00	\$3,351,341.87	\$7,584,939.19	\$58,263.58	\$196,935.21	\$4,167,567.18	\$3,541,351.95	\$1,685,784.00	\$5,853,351.18	43.8%	\$7,497,990.69
701	TOTAL -- Trust Fund (Regular)	\$385,000.00	\$2,618.07	\$39,898.33	\$8,125.30	\$3,194.20	\$274,053.48	\$29,077.30	\$6,175.48	\$280,228.96	72.3%	\$107,389.11
702	TOTAL -- Trust Fund (Special)	\$190,000.00	\$0.00	\$64,973.42	\$0.00	\$727.87	\$158,969.10	\$64,973.33	\$0.00	\$158,969.10	83.7%	\$31,030.90
801	TOTAL -- Endowment Fund	\$2,500.00	\$0.00	\$0.00	\$75.47	\$0.00	\$1,181.55	\$0.00	\$1,241.60	\$2,423.15	96.9%	\$76.85
901	TOTAL -- Agency Fund (FSA)	\$100,000.00	\$0.00	\$77,501.94	\$8,810.38	\$4,011.37	\$65,313.89	\$62,456.15	\$0.00	\$65,313.89	65.3%	\$34,686.11
	GRAND TOTAL -- All Funds	\$19,694,650.17	\$3,353,959.94	\$62,102,772.11	\$310,714.85	\$412,541.22	\$7,132,054.07	\$53,715,035.92	\$1,813,560.90	\$8,945,614.97	38.8%	\$14,102,995.14

<b>CUYAHOGA COUNTY PUBLIC LIBRARY</b>							
<b>Capital Fund Balances</b>							
<b>Fiscal 2022 -September</b>							
<b>FUND</b>	<b>CC</b>	<b>Project Budget</b>	<b>2022 Expenditures</b>	<b>Expenditures To Date (1)</b>	<b>Encumbered &amp; Unpaid (2)</b>	<b>Project Balance (3)</b>	<b>STATUS</b>
<b>Capital Fund - 402</b>							
Bay	004	\$10,943,360.00	\$3,885,462.94	\$11,486,405.38	\$78,175.52	(\$621,220.90)	<b>COMPLETE</b>
Brooklyn	019	\$17,500,000.00	\$170,439.02	\$170,439.02	\$1,044,460.98	\$16,285,100.00	
Richmond	070	\$1,500,000.00	\$27,353.02	\$1,453,902.57	\$0.00	\$46,097.43	
<b>Total Capital Fund - 402</b>		<b>\$29,943,360.00</b>	<b>\$4,083,254.98</b>	<b>\$13,110,746.97</b>	<b>\$1,122,636.50</b>	<b>\$15,709,976.53</b>	

CUYAHOGA COUNTY PUBLIC LIBRARY				
All Funds Cash Balance				
Fiscal 2022 --September				
Fund	Beginning Cash Balance	Receipts To Date	Expenditures To Date	Cash Balance
General Fund	\$3,649,863.53	\$83,935,966.41	\$56,148,853.23	\$31,436,976.71
Debt Service	\$47,894.15	\$4,462,473.16	\$511,874.73	\$3,998,492.58
Capital Fund - 402	\$33,790,210.11	\$685,495.98	\$4,167,567.18	\$30,308,138.91
Trust Fund - Regular	\$493,911.56	\$75,403.31	\$274,053.48	\$295,261.39
Trust Fund - Special	\$1,478,455.14	\$57,150.10	\$158,969.10	\$1,376,636.14
Endowment Fund	\$19,271.11	\$151.10	\$1,181.55	\$18,240.66
Agency Fund	\$52,282.34	\$64,624.04	\$65,313.89	\$51,592.49
Project Build	\$40,613.09	\$0.00	\$14,965.50	\$25,647.59
Keybank FNDTH College Prep/Entrepreneurship	(\$0.00)	\$0.00	\$0.00	(\$0.00)
MyCom Neighborhood	\$49,006.45	\$32,499.67	\$80,351.51	\$1,154.61
Memory Lab Grant	\$0.00	\$0.00	\$0.00	\$0.00
WVH Garden Grant	\$1,046.67	\$2,000.00	\$1,507.26	\$1,539.41
Adult Education Services (AES)	\$192,914.60	\$1,060,144.15	\$1,149,060.73	\$103,998.02
Family Engagement	\$55,000.00	\$54,341.40	\$101,256.26	\$8,085.14
IPAD Lab	\$33.73	\$0.00	\$0.00	\$33.73
Food & Culinary Literacy Programs	\$33,065.43	\$0.00	\$62.74	\$33,002.69
Hotspot Lending Program	\$0.00	\$125,000.00	\$89,659.61	\$35,340.39
Poetry Out Loud	\$0.00	\$0.00	\$0.00	\$0.00
Digital Literacy	\$233,477.36	\$71,000.00	\$201,403.91	\$103,073.45
OH EPA Charging Station Grant	\$0.00	\$26,806.00	\$26,806.00	\$0.00
Homework Centers	\$3,977.39	\$150,993.30	\$139,263.18	\$15,707.51
Summer Camps	(\$0.00)	\$45,000.00	\$37,702.68	\$7,297.32
Kindergarten and Baby Kits	\$0.00	\$0.00	\$0.00	\$0.00
Special School Programming	\$64,197.22	\$73,657.27	\$111,054.76	\$26,799.73
SUBTOTAL	\$40,205,219.88	\$90,922,705.89	\$63,280,907.30	\$67,847,018.47

CUYAHOGA COUNTY PUBLIC LIBRARY Investments Approval Fiscal 2022 - September						
Description	Institution of Deposit	Par Value/Qty.	Purchase Yield	Purchase Date	Maturity Date	% of Assets
Money Market Funds						
Sweep Account	Key Bank	\$6,544,858.53	0.01%	n/a	n/a	9.52%
Money Market Fund	Northwest Bank	\$0.00	0.00%	n/a	n/a	0.00%
Money Market Fund	US Bank	\$31,448.13	2.83%	n/a	n/a	0.05%
Money Market Fund	Fifth Third	\$3,832.55	2.82%	n/a	n/a	0.01%
ICS Account	TriState Capital	\$0.00	0.00%	n/a	n/a	0.00%
Star Ohio Accounts						
Star Ohio Accounts	Star Ohio	\$37,300,932.62	2.54%	n/a	n/a	54.26%
US Treasury Notes						
US Treasury	Wells Fargo Securities, LLC	\$570,000.00	0.42%	June 30, 2021	April 15, 2024	0.83%
US Treasury	Morgan Stanley & Co LLC	\$550,000.00	3.45%	August 31, 2022	August 31, 2024	0.80%
US Treasury Bills						
Municipal Bonds						
City of Columbus, OH	BofA Securities, Inc.	\$500,000.00	2.96%	May 17, 2022	April 1, 2025	0.73%
Commercial Paper						
Royal Bk Cda Disc Coml	Rbc Capital Markets LLC	\$1,070,000.00	0.62%	January 26, 2022	October 20, 2022	1.56%
Toronto Dominion Bank	BofA Securities, Inc.	\$1,250,000.00	0.65%	January 26, 2022	October 21, 2022	1.82%
Toyota Motor Credit	Citibank	\$1,000,000.00	0.75%	January 31, 2022	October 28, 2022	1.45%
Lloyds Bk Corporate	JP Morgan Securities LLC	\$1,000,000.00	0.78%	February 2, 2022	October 21, 2022	1.45%
Citigroup Global Mkts	Citigroup Global Markets, Inc	\$1,500,000.00	0.78%	February 7, 2022	November 2, 2022	2.18%
Standard Chartered Bk	JP Morgan Securities LLC	\$250,000.00	2.52%	May 23, 2022	February 13, 2023	0.36%
Toyota Motor Credit	Citibank	\$500,000.00	2.14%	May 24, 2022	December 20, 2022	0.73%
Bank Montreal Chicago	Montreal Chicago Brnch	\$765,000.00	2.49%	May 27, 2022	February 21, 2023	1.11%
JP Morgan Secs LLC	JP Morgan Securities LLC	\$590,000.00	2.69%	June 6, 2022	February 28, 2023	0.86%
Mufg Bank Ltd NY BRA	Usbna/Cp	\$1,000,000.00	2.35%	June 13, 2022	December 13, 2022	1.45%
JP Morgan Secs LLC	JP Morgan Securities LLC	\$250,000.00	3.05%	June 21, 2022	January 17, 2023	0.36%
JP Morgan Secs LLC	JP Morgan Securities LLC	\$250,000.00	3.22%	June 21, 2022	February 16, 2023	0.36%
JP Morgan Secs LLC	JP Morgan Securities LLC	\$250,000.00	3.33%	June 21, 2022	March 13, 2023	0.36%
Mufg Bank Ltd NY BRA	Usbna/Cp	\$250,000.00	3.24%	June 27, 2022	March 20, 2023	0.36%
Toronto Dominion Bank	JP Morgan Securities LLC	\$250,000.00	3.32%	June 27, 2022	March 22, 2023	0.36%
Natixis NY	Dbtc Americas	\$500,000.00	3.49%	July 8, 2022	April 3, 2023	0.73%
Toronto	BofA Securities, Inc.	\$500,000.00	3.94%	August 11, 2022	May 8, 2023	0.73%
Citigroup Global Mkts	Citigroup Global Markets, Inc	\$265,000.00	3.71%	August 12, 2022	March 8, 2023	0.39%
JP Morgan Secs LLC	JP Morgan Securities LLC	\$400,000.00	3.78%	August 15, 2022	May 10, 2023	0.58%
JP Morgan Secs LLC	JP Morgan Securities LLC	\$450,000.00	3.56%	August 22, 2022	February 17, 2023	0.65%
Mufg Bank Ltd NY BRA	Usbna/Cp	\$800,000.00	3.63%	August 29, 2022	February 24, 2023	1.16%
Mizuho Bk Ltd New York	Mizuho Securities USA Fsc Inc	\$850,000.00	3.35%	August 30, 2022	January 30, 2023	1.24%
Lloyds Bk Corporate	JP Morgan Securities LLC	\$500,000.00	3.01%	August 31, 2022	November 30, 2022	0.73%
Societe Generale 4 A2	BofA Securities, Inc.	\$500,000.00	3.91%	August 31, 2022	May 1, 2023	0.73%
Certificate of Deposit						
Certificate of Deposit	Multi-Bank Securities Inc	\$249,000.00	2.65%	May 22, 2019	May 15, 2023	0.36%
Certificate of Deposit	Bankwell Bk New	\$249,000.00	0.49%	July 6, 2020	July 6, 2023	0.36%
Certificate of Deposit	Beal Bank, USA	\$244,000.00	2.10%	June 15, 2022	June 14, 2023	0.35%
Certificate of Deposit	John Marshall Bank	\$89,000.00	2.30%	June 17, 2022	October 17, 2023	0.13%
Certificate of Deposit	Goldman Sachs Bank, USA	\$246,000.00	2.50%	June 15, 2022	December 15, 2023	0.36%
Certificate of Deposit	Capital One Bank (USA) National Assoc	\$246,000.00	2.85%	June 15, 2022	June 17, 2024	0.36%
Certificate of Deposit	The Dart Bank	\$250,000.00	3.10%	June 21, 2022	December 22, 2025	0.36%
Agency Securities						
Federal National Mortgage Assoc	BofA Securities Inc/FXD Inc	\$350,000.00	0.25%	May 28, 2020	May 22, 2023	0.51%
Federal Home Loan Mortgage Company	Keybanc Capital Markets, Inc.	\$305,000.00	0.57%	September 30, 2020	September 24, 2025	0.44%
Federal Home Loan Mortgage Company	Wells Fargo Securities, LLC	\$300,000.00	0.27%	October 8, 2020	August 24, 2023	0.44%
Federal Farm Credit Bank	Intl Fcstone Financial Inc	\$250,000.00	0.50%	October 29, 2020	January 27, 2025	0.36%
Federa Farm Credit Bank	JP Morgan Securities LLC	\$250,000.00	0.40%	November 19, 2020	May 16, 2024	0.36%
Federal Home Loan Mortgage Company	Multi-Bank Securities Inc.	\$390,000.00	0.25%	December 4, 2020	December 4, 2023	0.57%
Federal Home Loan Mortgage Company	Citigroup Global Markets, Inc	\$500,000.00	0.27%	January 22, 2021	March 28, 2024	0.73%
Federal Home Loan Mortgage Company	Intl Fcstone Financial Inc	\$500,000.00	0.65%	January 28, 2021	January 28, 2026	0.73%
Federal Farm Credit Bank	Mizuho Securities USA Inc.	\$500,000.00	0.22%	February 12, 2021	February 12, 2024	0.73%
Federal Home Loan Mortgage Company	Keybanc Capital Markets, Inc.	\$300,000.00	0.65%	February 26, 2021	February 26, 2026	0.44%
Federal Home Loan Mortgage Company	Rbc Capital Markets, LLC	\$390,000.00	1.00%	March 23, 2021	March 23, 2026	0.57%
Federal Home Loan Mortgage Company	Rbc Capital Markets, LLC	\$240,000.00	0.50%	May 27, 2021	August 27, 2024	0.35%
Federal Home Loan Mortgage Company	Toronto Dominion Securities	\$250,000.00	0.63%	May 28, 2021	November 27, 2024	0.36%
Federal Home Loan Mortgage Company	Wells Fargo Securities, LLC	\$140,000.00	0.33%	July 29, 2021	December 29, 2023	0.20%
Federal Home Loan Mortgage Company	Great Pacific Securities	\$255,000.00	1.10%	August 30, 2021	August 24, 2026	0.37%
Federal Home Loan Mortgage Company	Baird, Robert W. & Company In	\$200,000.00	0.60%	October 8, 2021	January 7, 2025	0.29%
Federal Home Loan Mortgage Company	Stonex Financial Inc	\$150,000.00	1.50%	February 28, 2022	February 23, 2024	0.22%
Federal Farm Credit Bank	Amherst Pierpont Securities	\$250,000.00	3.37%	May 26, 2022	May 26, 2026	0.36%
Federal Home Loan Mortgage Company	First Tennessee Bank	\$205,000.00	3.12%	May 27, 2022	May 23, 2025	0.30%
Federal Farm Credit Bank	Stonex Financial Inc	\$250,000.00	3.96%	August 17, 2022	August 17, 2026	0.36%
Federal Home Loan Mortgage Company	Wells Fargo Securities, LLC	\$250,000.00	3.35%	August 17, 2022	March 8, 2024	0.36%
Federal Farm Credit Bank	Wells Fargo Securities, LLC	\$500,000.00	3.29%	August 24, 2022	August 24, 2026	0.73%
TOTAL PORTFOLIO	\$68,739,071.83					100.00%

# CUYAHOGA COUNTY PUBLIC LIBRARY

## Purchase Approval List

October 25, 2022

Item	Quantity	Description	Supplier	Unit Cost	Total Amount
		<b>ENCUMBRANCE INCREASES</b>			
1		Postage			
		SUMMARY: Necessary to increase Blanket PO from \$65,000 to \$75,000 due to increased postage rates & demand.			
		As requested by the Operations-Finance Division.	US Post Office		\$10,000.00
2		Cleaning services in branches			
		SUMMARY: Necessary to increase Blanket PO from \$2,150,000 to \$2,170,000 due to additional cleanings. As requested by the Operations-Facilities Division.	Summit Building Services		\$20,000.00
3		Digital asset management software			
		SUMMARY: Necessary to increase Blanket PO from \$15,020 to \$15,134 due to additional order forms development.			
		As requested by the Communications and External Relations Division.	Lytho Inc		\$114.00
		<b>NEW PURCHASES</b>			
4		Leadership class registration			
		SUMMARY: Necessary for professional development for 7 staff members.	Cleveland State University		\$17,920.00
		As requested by the Executive Division.			
5		Magazine display boxes			
		SUMMARY: Necessary for periodical displays at Fairview Park and North Olmsted branches as part of renovations.			
		As requested by the Technical Services Division.	Demco		\$15,590.00

**CUYAHOGA COUNTY PUBLIC LIBRARY****Purchase Approval List****October 25, 2022**

<b>Item</b>	<b>Quantity</b>	<b>Description</b>	<b>Supplier</b>	<b>Unit Cost</b>	<b>Total Amount</b>
6		Electronic sign replacement at Orange branch			
		SUMMARY: Necessary for installation of new electronic signage at branch exterior.			
		As requested by the Communications and External Relations Division.	ASI Sign Innovations		\$37,451.00
7		Postage			
		SUMMARY: Necessary for mailings of the 2022 Annual Fund.			
		As requested by the Communications and External Relations Division.	Magic Marketing		\$23,591.00
8		Audio/video system update			
		SUMMARY: Necessary to update A/V systems at Richmond branch.			
		As requested by the Information Technologies Division.	iVideo		\$16,240.00
9		Electrical installation			
		SUMMARY: Necessary to install wiring for kitchen in Parma-snow Auditorium.			
		As requested by the Operations-Facilities Division.	Wire Men LLC		\$24,671.00
10		Plumbing installation			
		SUMMARY: Necessary to install plumbing for kitchen in Parma-snow Auditorium.			
		As requested by the Operations-Facilities Division.	Rick's Roofing		\$57,200.00
11		Office build out			
		SUMMARY: Necessary to create 3 offices in Branch Services area.			
		As requested by the Operations-Facilities Division.	Rick's Roofing		\$37,947.00

**CUYAHOGA COUNTY PUBLIC LIBRARY****Purchase Approval List****October 25, 2022**

<b>Item</b>	<b>Quantity</b>	<b>Description</b>	<b>Supplier</b>	<b>Unit Cost</b>	<b>Total Amount</b>
12		Furniture package			
		SUMMARY: Necessary for the new Innovation Center at Fairview Park branch.			
		As requested by the Operations-Facilities Division.	Contract Source, Inc		\$29,729.00

**Cuyahoga County Public Library**  
**Gift Report / September 1-30, 2022**

[illegible]



**CUYAHOGA COUNTY PUBLIC LIBRARY****RESOLUTION 2022-\_\_\_\_\_****A RESOLUTION TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES FOR THE NEW ADDITION TO THE SOLON BRANCH LIBRARY**

**Whereas,** the Cuyahoga County Public Library is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under relevant provisions of the Revised Code including 3375.40; and

**Whereas,** The Board of trustees has determined that it is in the best interest of the Cuyahoga County Public Library System and the residents it serves to establish a comprehensive program to design and build a new addition to the Solon Branch Library; and

**Whereas,** this Board of Trustees has the authority to proceed with such projects and to contract for Design Services for the project set forth in the Request for Qualifications, the same being in accordance with Chapter 9.33 and other relevant provisions of the Ohio Revised Code.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, STATE OF OHIO****SECTION 1**

That the Chief Executive Officer, or designee, be and is hereby authorized to advertise for the proposals from professional Design firms for Design Services in accordance with the Request for Qualifications.

**SECTION 2**

That the Chief Executive Officer and Staff are hereby authorized to follow the procedures of the Ohio Revised Code for the selection of Design Services in accordance with the provisions contained in the Ohio Revised Code, including but not limited to ORC 9.33; and in so doing to select and rank consultants to provide such Design Services on the Solon Branch Library Facility as set forth in the Request for Qualifications.

**SECTION 3**

It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

*Approved October 25, 2022*

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Dean E. DePiero, President

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Maria L. Spangler, Secretary

## Cuyahoga County Public Library

### Resolution 2022 - \_\_\_\_\_

#### **A RESOLUTION AUTHORIZING THE LIBRARY TO ENTER INTO AN AGREEMENT WITH PANZICA CONSTRUCTION FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES RELATING TO THE NEW CONSTRUCTION OF THE BROOKLYN BRANCH LIBRARY**

**Whereas,** the Cuyahoga County Public Library (the "Library") is a county library district and political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board of Library Trustees (this "Board") is body politic and corporate organized and acting under relevant provisions of the Ohio Revised Code, including sections 3375.22 and 3375.40 of the Ohio Revised Code; and

**Whereas,** this Board previously authorized the Chief Executive Officer, or designee, to negotiate an agreement for Construction Manager at Risk Services for the new construction of Library facilities located in the City of Brooklyn and designated as the Brooklyn Branch (the "Project"), based on responses to a Request for Professional Qualifications previously issued; and

**Whereas,** the Chief Executive Officer, or designee, did negotiate with the ranked responders to the Request for Professional Qualifications in accordance with Chapter 153 of the Ohio Revised Code and proposed the contract with Panzica Construction. (the "Construction Management" firm); and

**Whereas,** this Board has determined that it is in the interest of the Library to proceed with the execution of the Agreement with the Construction Management Firm for Construction Management at Risk services for the Project.

#### **Now therefore be it resolved by the Cuyahoga County Public Library:**

**Section 1.** The Board of Trustees concurs with the result of negotiations by the Chief Executive Officer, or designee, for the Agreement with the Construction Management Firm for the Project in an amount to be determined in an addendum; and

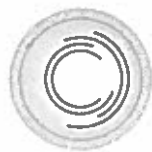
**Section 2.** That the Board of Trustees hereby authorizes the Chief Executive Officer to execute and deliver on behalf of the Library the Agreement to the Construction Management Firm in substantially the form as attached hereto; and

**Section 3.** It is found and determined that all formal actions of this Board concerning and relating to this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved October 25, 2022

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Dean E. DePiero, President

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Maria L. Spangler, Secretary



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**STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND  
CONSTRUCTION MANAGER (Where the CM is At-Risk)**

**TABLE OF ARTICLES**

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTION MANAGER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. COMPENSATION AND GUARANTEED MAXIMUM PRICE
8. COST OF THE WORK
9. CHANGES
10. PAYMENT
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
13. DISPUTE MITIGATION AND RESOLUTION
14. MISCELLANEOUS
15. CONTRACT DOCUMENTS

**ARTICLE 1 AGREEMENT**

Job Number: 22-011

This Agreement is made this [ ] day of [ ] in the year [ ], by and between the

OWNER, Cuyahoga County Public Library

and the

CONSTRUCTION MANAGER, Panzica Construction

Tax identification number (TIN) 34-1019762

for construction and services in connection with the following

PROJECT Brooklyn Branch Library Project

Design Professional is Bialosky Cleveland.

## ARTICLE 2 GENERAL PROVISIONS

**2.1 PARTIES' RELATIONSHIP** Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.

2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

**2.2 ETHICS** Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Part any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

**2.3 DESIGN PROFESSIONAL** Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, its Subcontractors, and Subsubcontractors in connection with their construction operations.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and Owner shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project. Such indemnity and hold harmless shall not apply if Construction Manager misuses or otherwise engages in improper use, conduct, or actions without direction or authority received from Owner in connection with use of the Design Documents. It is acknowledged that Owner has granted Construction Manager the right to use the Design Documents for the Project.

## 2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached exhibits are a part of this Agreement:

Exhibit A: Amendment No 1. Guaranteed Maximum Price

Exhibit B: Labor Relations, if applicable. AIA G702 – Cost Plus with GMP

Exhibit C: AIA G703 Continuation Sheet

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope or other details of the Work, the Cost of the Work, the GMP, the Contract Time, the Date of Substantial Completion, and/or the Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.

2.5.4 The "Contract Documents" consist of (a) this Agreement, including any exhibits hereto; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.5.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.5.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes Construction Manager's Representative.

2.5.8 "Construction Manager's Fee" is set forth in Section 7.3.

2.5.9 "Date of Commencement" is as set forth in §6.1.

2.5.10 "Day" means a calendar day.

2.5.11 "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.5.12 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.13 "Final Completion" occurs on the date when Construction Manager's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.14 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.5.15 "Interim Directive" is a written order containing changes to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.16 "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

2.5.17 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.18 "Overhead" means (a) payroll costs, burden, and other compensation of Construction Manager's employees in Construction Manager's principal and branch offices; (b) general and administrative expenses of Construction Manager's principal and branch offices including charges against Construction Manager for delinquent payments, and costs related to the correction of defective work; and (c) Construction Manager's capital expenses, including interest on capital used for the Work.

2.5.19 "Owner" is the person or entity identified in ARTICLE 1.

2.5.20 The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.5.21 The "Parties" are collectively Owner and Construction Manager.

2.5.22 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.23 The "Schedule of the Work" is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.24 "Subcontractor" is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.25 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work (or designated portion thereof) is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.26 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or to supply material or equipment.

2.5.27 A "Supplier" is a person or entity retained by Construction Manager to provide material or equipment for the Work.

2.5.28 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.29 "Work" means the construction and administrative and management services necessary to fulfill Construction Manager's obligations for the Project in accordance with the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.30 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

### **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

#### **3.1 GENERAL RESPONSIBILITIES**

3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in accordance with the Contract Documents.

3.1.2 Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods,



techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Construction Manager is not liable to Owner for damages resulting from compliance with such instructions, unless (a) Construction Manager recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.3 Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

### 3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 Construction Manager shall provide a full-time competent supervision for the performance of the Work throughout the duration of the project until substantial completion. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review. To the extent Construction Manager has to replace its Project Superintendent and/or Project Manager, the Construction Manager shall notify Owner and provide Owner with the name and qualifications of such replacement personnel for review and approval. Construction Manager shall make such substitution only with review and approval of Owner, which will not be unreasonably withheld.

3.2.2 Construction Manager shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.

3.2.3 Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE Construction Manager's authorized representative is Mark Panzica. Construction Manager's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Construction Manager changes its representative or the representative's authority, Construction Manager shall immediately notify Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in Construction Manager's work.

3.3.1 PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to Owner and Design Professional.

3.3.2 CONSULTATION Construction Manager shall schedule and attend regular meetings with Owner and Design Professional. Construction Manager shall consult with Owner and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.3.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and Owner's approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of Owner, Construction Manager, Design Professional, and

the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to Owner. If the Project is to be completed in phases, Construction Manager shall make recommendations to Owner and Design Professional regarding the phased issuance of the drawings and specifications. In the event the Project falls more than three weeks behind schedule, Construction Manager shall provide a Recovery Schedule to Owner which Recovery Schedule shall demonstrate the efforts of Construction Manager to recover the time of delay to the Project Schedule. To the extent the delay cannot be made up by Construction Manager, Construction Manager shall advise Owner of its proposed new dates of substantial completion and final completion for the work and/or phased portions of the work. The submission of a Recovery Schedule is not an admission by Construction Manager that any delay is non-excusable, and such Recovery Schedule may also be submitted when there is an excusable delay for which Construction Manager is entitled to an equitable adjustment of the Contract Time and GMP Amount.

### 3.3.4 ESTIMATES

3.3.4.1 When Owner has sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, Construction Manager shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

3.3.4.2 When schematic or preliminary design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.3.4.3 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.3.4.4 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall notify and make recommendations to Owner.

**3.3.5 CONSTRUCTION DOCUMENT REVIEW** Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact Construction Manager's ability to perform the Work in an expeditious and economical manner. Construction Manager shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, Construction Manager shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.

**3.3.6 TEMPORARY FACILITIES** Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.

**3.3.7 LONG-LEAD-TIME ITEMS** Construction Manager shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.

**3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS** Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

**3.3.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION** Construction Manager shall consult with Owner regarding equal employment opportunity and affirmative action programs.

**3.3.10 CONSULTANTS** Construction Manager shall assist Owner in selecting, retaining, and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

**3.3.11 PERMITS** Construction Manager shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.

**3.3.12 OTHER PRECONSTRUCTION SERVICES** Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

### **3.4 GUARANTEED MAXIMUM PRICE (GMP)**

**3.4.1** At such time as the Parties agree the drawings and specifications are sufficiently complete, Construction Manager shall prepare and submit to Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. The GMP shall be subject to modification as provided herein. Construction Manager does not guarantee any specific line item provided as part of the GMP but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

**3.4.2 BASIS OF GUARANTEED MAXIMUM PRICE** Construction Manager shall include with the GMP proposal a written statement of its basis, which, to the extent deemed necessary by Owner or Constructor, may include:

**3.4.2.1** a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

**3.4.2.2** a list of allowances and a statement of their basis;

**3.4.2.3** a list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

**3.4.2.4** the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

**3.4.2.5** a schedule of applicable alternate prices;

3.4.2.6 a schedule of applicable unit prices;

3.4.2.7 a statement of any work to be self-performed by Construction Manager.

**3.4.3 GMP ASSUMPTIONS** If any of the assumptions or clarifications forming the basis of Construction Manager's GMP prove inaccurate or are changed in any way, Construction Manager shall be entitled to an adjustment to the GMP in accordance with this Agreement. Without limiting the foregoing, Owner acknowledges that the GMP is tied to certain assumptions about material, labor, and equipment pricing and availability, as outlined and assumed in Construction Manager's GMP proposal. If local, regional, national, or global market or supply-chain conditions cause Construction Manager to incur additional costs for the Work, or if labor, material, or equipment is not timely available, then Construction Manager shall be entitled to an equitable adjustment of the Cost of the Work, GMP, Contract Time, and dates of Substantial Completion and Final Completion to account for such changed conditions and compensate Construction Manager for the additional costs and time. Owner acknowledges and assumes the risk of such conditions and any changes thereto.

3.4.4 Construction Manager shall meet with Owner and Design Professional to review the GMP proposal. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP proposal. Owner shall then give prompt written approval of the GMP proposal, at which time it shall become an amendment to this Agreement.

3.4.5 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, Construction Manager, and Design Professional. Construction Manager shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.6 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.7 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1 (the GMP Amendment).

3.4.8 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

**3.4.9 FAILURE TO ACCEPT THE GMP PROPOSAL** Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal (which date shall be no less than 10 days after submission of the GMP Proposal) for such acceptance and so notifies Construction Manager (or within ten (10) days of Construction Manager's submission of the GMP proposal, if no date is specified), the GMP proposal shall not be effective. If Owner fails to accept the GMP proposal, or rejects the GMP proposal, Owner shall have the right to:

3.4.9.1 suggest modifications to the GMP proposal. If such modifications are accepted in writing by Construction Manager, the GMP proposal shall be deemed accepted in accordance with §3.4.7;

3.4.9.2 direct Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.4.9.3 terminate the Agreement for convenience in accordance with §12.4 with the Parties to bear their own costs except as otherwise provided in Section 12.4.2.

3.4.10 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

### 3.5 WORKMANSHIP

3.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

### 3.6 COOPERATION WITH WORK OF OWNER AND OTHERS

3.6.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.6.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP, Contract Time, Date of Substantial Completion, and/or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.6.3 With regard to the work of Owner and Others, Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Construction Manager's Work with theirs.

3.6.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Construction Manager shall give Owner prompt, written notification of any defects Construction Manager discovers in their work which will prevent the proper execution of the Work. Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others but are for the purpose of facilitating the Work. If Construction Manager does not notify Owner of defects interfering with the performance of the Work, Construction Manager acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Construction Manager of defects, Owner shall promptly issue an Interim Directive informing Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

### 3.7 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.7.1 Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

3.7.2 Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner. It is recognized, however, that Construction Manager is not acting in the capacity of a licensed design professional, and that Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

3.7.3 Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless Construction Manager knowingly fails to report a recognized problem to Owner.

3.7.4 Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in this §3.7.

3.7.5 Nothing in §3.7 shall relieve Construction Manager of responsibility for its own errors, inconsistencies, or omissions.

3.7.6 COST REPORTING Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. Owner shall be afforded access to all of Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.7.6.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

### 3.8 MATERIALS FURNISHED BY OWNER OR OTHERS

3.8.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

### 3.9 TESTS AND INSPECTIONS

3.9.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with

tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.9.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.9.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for costs of correction and retesting.

### 3.10 WARRANTY

3.10.1 Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. The Warranty Period for Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.10.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty.

3.10.3 EXCEPT AS SET FORTH IN SECTION 3.10.4, CONSTRUCTION MANAGER'S WARRANTIES ARE EXCLUSIVELY AS SET FORTH IN THIS AGREEMENT. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED

3.10.4 Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period Construction Manager shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

### 3.11 CORRECTION OF WORK WITHIN ONE YEAR

3.11.1 If, before Substantial Completion or within one year after the date of Substantial Completion of the Work (the "Warranty Period"), any Defective Work is found, Owner shall promptly notify Construction Manager in writing. Unless Owner provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the Warranty Period Owner discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, Owner waives Construction Manager's obligation to

correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Construction Manager.

3.11.3 If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to Owner.

3.11.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the Warranty Period shall be determined by the Law. If, after the Warranty Period but before the applicable limitation period imposed by Law has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.

3.11.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing buildings, Construction Manager shall be responsible for the cost of correcting such damage.

3.11.6 The Warranty Period does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.11.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.11.8 At a mutually agreed time approximately 30 days before the expiration of the one-year time for the Warranty period, when requested by the Owner, Owner and Contractor shall attend to the job site for no more than one day, without cost paid to Construction Manager, for the purposes of determining any noticeable, open and/or obvious defective work. Construction Manager is not held to undertake an exhaustive review nor shall it be responsible for uncovering work in order to determine any defective work. Rather, the Parties shall endeavor to collaboratively determine any defective work that is readily observable.

### 3.12 CORRECTION OF COVERED WORK

3.12.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.



3.12.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

### 3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.13.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to Owner, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to Owner.

3.13.3 Construction Manager shall provide Owner with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

3.13.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Construction Manager's safety program, may require, by Interim Directive, Construction Manager to stop performance of the Work, or take corrective measures satisfactory to Owner of such unsafe conditions caused by Construction Manager, or both. If Construction Manager does not adopt corrective measures of unsafe conditions caused by Construction Manager, Owner may perform them and reduce the amount of the GMP by the documented cost of the corrective measures. Construction Manager agrees to make no claim for damages, for an increase in the GMP, or for a change in the dates of Substantial Completion or Final Completion based on Construction Manager's compliance with Owner's reasonable request relating to unsafe conditions caused by Construction Manager.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP, Date of Substantial Completion, or Date of Final Completion shall be determined as provided for in ARTICLE 9.

### 3.15 HAZARDOUS MATERIALS

3.15.1 Construction Manager shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Construction Manager shall be entitled to immediately stop Work in the affected area. Construction Manager shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.15.3 Construction Manager shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.15.5 If Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Construction Manager shall be entitled to an equitable adjustment in the GMP and the dates of Substantial Completion and Final Completion in accordance with this Agreement.

3.15.6 To the extent permitted by §6.66-7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

#### 3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.15.7.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.15.7.3 To the extent permitted under §6.66-7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Construction Manager shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager

3.15.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

### 3.16 SUBMITTALS

3.16.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price, GMP, or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, Construction Manager agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.16.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.16.3 Construction Manager shall perform all Work in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed or the shop drawings call out the work as being changed or different. Approval does not relieve Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings, unless the shop drawings call out the work as being changed or different.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.16.5 Construction Manager shall prepare and submit to Owner

- X Final marked-up as-built drawings;
- X Updated electronic data, in accordance with §4.6.1;
- X Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.17 DESIGN DELEGATION If the Contract Documents require Construction Manager to specify that Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Construction Manager's design professional.

### 3.18 WORKSITE CONDITIONS

**3.18.1 WORKSITE VISIT** Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions that could affect the Work.

**3.18.2 CONCEALED OR UNKNOWN WORKSITE CONDITIONS** If a condition encountered at the Worksite is (a) a latent, concealed, subsurface, or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual or unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Construction Manager shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion, or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services, as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in ARTICLE 9.

### 3.19 PERMITS AND TAXES

**3.19.1** Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

**3.19.2** Construction Manager shall pay applicable taxes for the Work provided by Construction Manager.

**3.19.3** If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

### 3.20 CUTTING, FITTING, AND PATCHING

**3.20.1** Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

**3.20.2** Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

### 3.21 CLEAN UP

**3.21.1** Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris. A final construction cleaning shall be a required scope allowing for move in ready.

**3.21.2** If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the documented and reasonable cost hereof

shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

**3.22 ACCESS TO WORK** Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress.

**3.23 COMPLIANCE WITH LAWS** Construction Manager shall comply with the Law at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense directly caused by any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

**3.23.1 CHANGES IN THE LAW** The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion, Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services, shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from any change in Laws, including increased taxes, enacted after the date of this Agreement.

**3.24 CONFIDENTIALITY** Construction Manager shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's non-public information, know-how, discoveries, production methods, and the like disclosed to Construction Manager or which Construction Manager may acquire in performing the Work. To the extent necessary to perform the Work, Construction Manager's Treat as Confidential obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. Owner shall Treat as Confidential all of Construction Manager's estimating systems, historical and parameter cost data, and other non-public information disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

## **ARTICLE 4 OWNER'S RESPONSIBILITIES**

**4.1 INFORMATION AND SERVICES** Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

**4.2 FINANCIAL INFORMATION** Before commencement of the Work and thereafter at the written request of Construction Manager, Owner shall provide Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to Construction Manager's commencing or continuing the Work. Construction Manager shall be notified before any material change in Project financing.

**4.3 WORKSITE INFORMATION** Unless the Contract Documents specify otherwise, Owner shall provide the following to Construction Manager at the Owner's expense and with reasonable promptness:

**4.3.1** information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

**4.3.2** tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

**4.3.3** the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

**4.3.4** any other information or services requested in writing by Construction Manager which are required for Construction Manager's performance of the Work and under Owner's control.

Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by this Section.

**4.4 BUILDING PERMIT, FEES, AND APPROVALS** Except for those permits and fees related to the Work which are the responsibility of Construction Manager pursuant to §3.19.1, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

**4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION** Within seven (7) Days after receiving Construction Manager's written request, Owner shall provide Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include a copy of the Notice of Commencement prepared by the Owner.

**4.6 CONTRACT DOCUMENTS** Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.

**4.6.1 ELECTRONIC DOCUMENTS** If Owner requires that Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Construction Manager shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

**4.7 OWNER'S REPRESENTATIVE** Owner's Representative is Jeffery Mori. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing.

**4.8 OWNER'S CUTTING AND PATCHING** Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

**4.9 OWNER'S RIGHT TO CLEAN UP** In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

**4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK** With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner shall either (a) promptly remedy the damage or loss and assume all costs thereof and affected warranty responsibilities, or (b) accept the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion, and Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

## **ARTICLE 5 SUBCONTRACTS**

**5.1 SUBCONTRACTORS** Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**5.2.1** Promptly after the execution of this Agreement, Construction Manager shall provide Owner, and, if directed, Design Professional with a written list of the proposed Subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed Subcontractor or material Supplier, Owner shall notify Construction Manager in writing. Failure to object within three (3) Business Days shall constitute acceptance.

**5.2.2** If Owner has reasonably and timely objected, Construction Manager shall not contract with the proposed Subcontractor or Supplier, and Construction Manager shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.

**5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS** Construction Manager agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its Subsubcontractors and significant Suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**5.4.1** If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §12.4 or §12.5; (b) Owner accepts such assignment after termination by notifying the Construction Manager and Subcontractor or Construction Manager and Supplier in writing; and (c) Owner assumes in writing all rights and obligations of Construction Manager pursuant to each subcontract or supply agreement.

**5.4.2** If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

## **ARTICLE 6 TIME**

**6.1 DATE OF COMMENCEMENT** The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: October 3, 2022.

**6.1.1 SUBSTANTIAL/FINAL COMPLETION** Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. Owner and Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

**6.1.2** Time is of the essence with regard to the Parties' obligations under the Contract Documents.

**6.1.3** Unless instructed by Owner in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance.



## 6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Construction Manager shall submit to Owner and, if directed, Design Professional, a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Construction Manager shall comply with the approved Schedule of the Work or Construction Manager. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved Schedule of the Work. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, or both, as a result of Owner's determination of the sequence of the Work or any changes in the sequence of the Work, Construction Manager shall be entitled to an equitable adjustment to Construction Manager's Fee, the GMP, the Cost of the Work, and the Dates of Substantial Completion and Final Completion, as applicable, in accordance with ARTICLE 9.

## 6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, whether of the class of causes enumerated herein or otherwise, Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics, pandemics, or public health emergencies; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated; (n) supply chain disruptions, and (o) labor shortages. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Construction Manager shall be entitled to an equitable adjustment in the GMP subject to §6.66-7, and if Construction Manager incurs additional costs as a result of a delay that is caused by items (e) through (o) or any other cause beyond Construction Manager's control and not enumerated above, Construction Manager and Owner will negotiate in good faith an equitable adjustment to the Cost of the Work, GMP, Contract Time, dates of Substantial Completion and Final Completion, as applicable.

**NOTICE OF DELAYS** If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after



Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such de  
6.3.2 lays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Cost of the Work and GMP as a result of a delay described in §6.3, Construction Manager shall give Owner written notice of the claim in accordance with §9.4. To the extent that Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs resulting directly therefrom, subject to ~~§6.66-7~~. Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager will provide written reports to Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met. A minimum of three (3) formal costs reviews including – 1) Completion of underground utilities and building exterior, 2) At Substantial Completion, 3) End of Project to determine final project costs. Any contract/subcontract savings may be applied and used by Construction Manager and Owner to cover costs of additional and changed work, and can be reallocated at Construction Manager's request at any time during the Project.

## 6.5 LIQUIDATED DAMAGES

6.5.1 SUBSTANTIAL COMPLETION Liquidated damages based on the Substantial Completion date ☐ shall/ X shall not apply.

6.5.1.1 Owner will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Construction Manager shall pay Owner five hundred dollars (\$500.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date. These liquidated damages are Owner's sole and exclusive remedy for Construction Manager's failure to achieve Substantial Completion by the Substantial Completion date (as may be adjusted) and are in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining the Substantial Completion date.

6.5.2 FINAL COMPLETION Liquidated damages based on the Final Completion date ☐ shall/ X shall not apply.

6.5.2.1 Owner will suffer damages which are difficult to determine and accurately specify if the Final Completion date, as may be amended by subsequent Change Order, is not attained. Construction Manager shall pay Owner one-hundred dollars (\$100) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Final Completion date. These liquidated damages are Owner's sole and exclusive remedy for Construction Manager's failure to achieve Final Completion by the Final Completion date (as may be adjusted) and are in lieu of all liability for any extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining Final Completion date.

6.5.3 Other applicable liquidated damages shall be included as Agreement exhibit.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in ~~§6.59~~ and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any

consequential, indirect, or incidental damages that may arise out of or relate to this Agreement. Owner agrees to waive such damages, including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Construction Manager agrees to waive such damages, including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.6.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

## **ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE**

7.1 Owner shall compensate Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.1.2 Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.4.

7.2 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE Construction Manager's Fee shall be as follows, subject to adjustment as provided in §7.4:

7.3.1 \_\_\_\_\_ 3 % of the Cost of the Work; or

### **7.4 FEE ADJUSTMENTS:**

7.4.1 Changes in the Work as provided in ARTICLE 9, shall adjust Construction Manager's Fee as follows:

7.4.1.1 If Construction Manager performs changed work pursuant to ARTICLE 9, and if Construction Manager's Fee is a percentage of the Cost of the Work, Constructor's Fees shall be calculated as a percentage of the total Cost of the Work, including changed work pursuant to ARTICLE 9, in accordance with Section 7.3.1.

7.4.2 except as provided for in §6.36.3, delays in the Work not caused by Construction Manager shall adjust Construction Manager's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.4.3 managing the replacement of an insured or uninsured loss shall increase Construction Manager's fee in the same proportion that Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PRECONSTRUCTION SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: \$49,804.

## ARTICLE 8 COST OF THE WORK

8.1 Owner agrees to pay Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stipulated in §7.3.

8.2 COST ITEMS The Cost of the Work includes:

8.2.1 Labor wages directly employed by Construction Manager in performing of the Work.

8.2.2 Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by Law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work pursuant to §8.2.1 and §8.2.2.

8.2.4 Reasonable transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

8.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.

8.2.6 Payments made by Construction Manager to Subcontractors for Work performed under this Agreement.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds which Construction Manager is required to procure or deems necessary, and approved by Owner, including any additional premium incurred as a result of any increase in the Cost of the Work or GMP.

8.2.10 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

8.2.11 Permits, fees, licenses, tests, and royalties.

8.2.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.

8.2.13 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.14 Water, power, and fuel costs necessary for the Work.

8.2.15 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.16 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.17 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between Owner and Construction Manager, reasonably and properly resulting from Construction Manager's performance of the Work.

8.2.18 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

## **ARTICLE 9 CHANGES**

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

### **9.1 CHANGE ORDER**

9.1.1 Construction Manager may request or Owner may order changes in the Work or the timing or sequencing or other details of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion, or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP, Cost of the Work, Construction Manager's Fee, the Date of Substantial Completion, or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP, Cost of the Work, Construction Manager's Fee, Date of Substantial Completion, or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion, or Date of Final Completion without a Change Order or Interim Directive.

### **9.2 INTERIM DIRECTIVES**

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with Construction Manager on the adjustment, if any, in the GMP, Construction Manager's Fee, Date of Substantial Completion, or Date of Final Completion, or directing Construction Manager to perform Work that Owner believes is not a change, provided that if Construction Manager performs any work in response to an Interim Directive, Construction Manager shall be entitled to compensation as set forth in Section 9.3. If the Parties disagree that the Interim Directed work is within the scope of

the Work, Construction Manager shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP, the Date of Substantial Completion, or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Construction Manager fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP, Construction Manager's Fee, the Date of Substantial Completion, or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP, Construction Manager's Fee, the Date of Substantial Completion, or Date of Final Completion issued since the last Change Order.

### 9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 Cost of the Work as defined by ARTICLE 8 and determined as a net savings from the change in the Work; plus 5% for Overhead and 3% for profit. Construction Manager's Overhead and profit shall be added to any net increase in GMP. No Overhead and profit shall be applied to any net decrease in the GMP that is less than ten percent (10%). Overhead and profit shall be applied to any net decrease of the GMP that is ten percent (10%) or more.

9.3.1.4 If there is a net increase in the GMP, Construction Manager's Fee shall be adjusted accordingly. In case of a net decrease in the GMP, Construction Manager's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.4 CHANGES NOTICE Except as provided in §0 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within

fourteen (14) Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

**9.5 INCIDENTAL CHANGES** Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties. If Construction Manager determines that such incidental changes require adjustments to the Cost of the Work or Contract Time, Construction Manager shall be entitled to a Change Order issued in accordance with this Article.

## **ARTICLE 10 PAYMENT**

**10.1 SCHEDULE OF VALUES** Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

### **10.2 PROGRESS PAYMENTS**

**10.2.1 APPLICATIONS** Construction Manager shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the Tenth (10th) Day of the calendar month for the preceding calendar month. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than fifteen (15) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

**10.2.2 STORED MATERIALS AND EQUIPMENT** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite. All material to be verified via proof of location (Photos documentation) and located in a safe environment to ensure care, custody, and control with proof of bill of lading and insurance.

### **10.2.3 LIEN WAIVERS AND LIENS**

**10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS** If required by Owner, as a prerequisite for payment, Construction Manager shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. Such waivers shall be conditional upon payment. In no event shall Construction Manager be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

**10.2.3.2 RESPONSIBILITY FOR LIENS** If Owner has made payments in the time required by this article, Construction Manager shall, within thirty (30) Days after filing, remove any liens filed

against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Construction Manager fails to take such action on a lien, Owner may cause the lien to be removed at Construction Manager's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

**10.2.4 RETAINAGE** From each progress payment made before Substantial Completion, Owner may retain Eight percent (8%), of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.4.2 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Construction Manager may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

10.2.4.3 Owner will not hold retainage on CMAR Fees and General Conditions.

**10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION** Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Construction Manager is responsible under this Agreement:

10.3.1 Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Construction Manager to Owner or others to whom Owner may be liable;

10.3.3 Construction Manager's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Construction Manager in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than fourteen (14) Days after receipt of an application for payment, unless Owner provides notice to Construction Manager by e-mail or otherwise of its inability to review such application within fourteen (14) days) and in which case Owner will act within 14 days, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and if able to do so, the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for



disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld. Prior to the formal submission of an application for payment, a pencil copy shall be provided to Owner and Design Architect for review. Such pencil copy shall provide Owner and/or Design Architect with at least fourteen (14) day period for review of it. At the expiration of such fourteen (14) day period, Construction Manager shall submit its application for payment. If Owner does not notify Construction Manager in writing of any objection to the application within fourteen (14) Days after receipt of the application for payment, the application shall be deemed approved by Owner. Unless a shorter time is required by applicable Law, within Thirty (30) Days after receipt of Construction Manager's application for payment, Owner shall pay directly to Construction Manager all undisputed amounts for which application for payment is made.

**10.4 ACCEPTANCE OF WORK** Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

**10.5 PAYMENT DELAY** If for any reason not the fault of Construction Manager Construction Manager does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Construction Manager, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Construction Manager has been received, including interest for late payment. If Construction Manager incurs costs or is delayed resulting from shutdown, delay, and start-up, Construction Manager shall be entitled to an equitable adjustment in the GMP, and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.

## **10.6 SUBSTANTIAL COMPLETION**

**10.6.1** Construction Manager shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Building occupancy is required for substantial completion. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

**10.6.2** When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

**10.6.3** Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

**10.6.4** Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Construction Manager the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe. Owner shall pay Construction Manager monthly the amount retained for unfinished items as each item is completed.



## 10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy. Such partial occupancy shall constitute Substantial Completion of that portion of the Work.

## 10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, Construction Manager shall prepare for Owner's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP shall be made to Construction Manager within twenty (20) Days after Construction Manager has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on Construction Manager's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents; Documentation shall be 1 copy of both paper and electronic format

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, and Defective Work.

**10.8.7 ACCEPTANCE OF FINAL PAYMENT** Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

**10.9 LATE PAYMENT** Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

## **ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS**

### **11.1 INDEMNITY**

**11.1.1** To the fullest extent permitted by law, Construction Manager shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for by §11.1.2.

**11.1.2** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1.

**11.1.3 NO LIMITATION ON LIABILITY** In any and all claims against the Indemnitees by any employee of Construction Manager, anyone directly or indirectly employed by Construction Manager, or anyone for whose acts Construction Manager may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.

### **11.2 INSURANCE**

**11.2.1** Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

#### **11.2.1.1 Employers' Liability Insurance**

- (a) \$1,000,000 bodily injury by accident per accident.
- (b) \$1,000,000 bodily injury by disease policy limit.
- (c) \$1,000,000 bodily injury by disease per employee.

11.2.1.2 Business Automobile Liability Insurance \$1,000,000 per accident.

11.2.1.3 Commercial General Liability Insurance

- (a) \$1,000,000 per occurrence.
- (b) \$3,000,000 general aggregate.
- (c) \$1,000,000 products/completed operations aggregate.
- (d) \$1,000,000 personal and advertising injury limit.

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 Construction Manager shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to Construction Manager from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) thirty (30) Days before coverage is nonrenewed by the insurance company and (b) within ten (10) Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

### 11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Construction Manager's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified in this §11.3, Owner shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this §11.3. Owner may then provide insurance to protect its interests and the interests of the Construction Manager, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1 or One Million dollars (\$1,000,000), whichever is more, Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Final Completion.

11.3.6 POLLUTION LIABILITY INSURANCE Construction Manager ☐ is/ ☒ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.6.1 If applicable: in the following amounts: [ ] per occurrence, and shall apply for [ ] year(s) after Final Completion. The policy shall cover Construction Manager's liability during construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not have exclusions for mold or asbestos.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner ☐ shall/ ☒ shall not require Construction Manager to purchase and maintain additional liability coverage. If required, Construction Manager shall provide:

11.4.1 ☒ Additional Insured. Owner shall be named as an additional insured on Construction Manager's CGL specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

11.4.2 ☐ OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.4.3 ROYALTIES, PATENTS, AND COPYRIGHTS Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds ☒ are/ ☐ are not required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

~~11.6 PROFESSIONAL LIABILITY INSURANCE To the extent Construction Manager is required to procure design services in accordance with §3.17, Construction Manager shall require its design professionals to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to Owner, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than [ ] dollars (\$[ ]) per claim and in the aggregate with the deductible not to exceed [ ] dollars (\$[ ]). Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Construction Manager's design professional for this Project. Coverage shall be continued in effect for [ ] ([ ]) year(s) following Substantial Completion. Construction Manager's design professional shall pay the self-insured retention~~

and deductible. The combined total deductible and self-insured retention maximum shall be [ ] dollars (\$[ ]).

## ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

### 12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner. Construction Manager shall be entitled to a Change Order adjusting the Date of Substantial Completion, Cost of the Work, Construction Manager's Fee, and GMP in connection with any such suspension for Owner's convenience.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Construction Manager the documented and reasonable costs and expenses thereof.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager, but shall give Construction Manager prompt written notice.

### 12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Construction Manager shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Construction Manager. If Owner exercises its rights under this section, upon the request of Construction Manager, Owner shall furnish to Construction Manager a detailed accounting of the costs incurred by Owner.



12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner or Others performing work under §12.3 shall also have the right to use construction tools and equipment belonging to the Construction Manager or its subcontractors and located on the Worksite for the purpose of completing the remaining Work but only after Construction Manager's written consent. If Owner uses Construction Manager's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Construction Manager and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Construction Manager's or applicable Subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Construction Manager or Construction Manager's trustee rejects the Agreement; (b) a default occurred and Construction Manager is unable to give adequate assurance of required performance; or (c) Construction Manager is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice Construction Manager for all amounts due pursuant to §12.2 and §12.3.

#### 12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Construction Manager's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. Construction Manager shall stop the Work in accordance with Owner's instructions, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If Owner terminates this Agreement for convenience, Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; and (c) reasonable attorneys' fees and costs related to termination; and (d) a premium as follows: 0.

12.4.3 If Owner terminates this Agreement, Construction Manager shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

## 12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

12.5.1 Seven (7) Days after Owner's receipt of written notice from Construction Manager, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over Construction Manager's reasonable objection, or

12.5.2.3 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed (including Construction Manager's Fee thereon) and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

## ARTICLE 13 DISPUTE RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute resolution procedures selected below.

13.3 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry



Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

**13.4 BINDING DISPUTE RESOLUTION** If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☒ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

**13.5 COSTS** The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

**13.6 VENUE** To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

**13.7 MULTIPARTY PROCEEDING** All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

**13.8 LIEN RIGHTS** Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.

## **ARTICLE 14 MISCELLANEOUS**

**14.1 EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

**14.2 ASSIGNMENT** Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Construction Manager than this Agreement. If such assignment occurs, Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

**14.3 GOVERNING LAW** The law in effect at the location of the Project shall govern this Agreement.

**14.4 SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

**14.5 NOTICE** Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except as otherwise specifically provided, all notices, claims requests, demands, and other communications required or permitted to be given in writing hereunder shall be deemed to be duly delivered (a) upon receipt if delivered in person, (b) after being sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, upon confirmation of service, (c) after being sent by nationally-recognized overnight delivery service (e.g., FedEx, UPS), upon confirmation of service, or (d) upon transmission if sent by facsimile or email with confirmation of transmission by the transmitting equipment. Subject to the foregoing, day-to-day communications about the Work may be accomplished by email or project management software.

**14.6 NO WAIVER OF PERFORMANCE** Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

**14.7 TITLES** The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

**14.8 JOINT DRAFTING** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

## **ARTICLE 15 CONTRACT DOCUMENTS**

**15.1 EXISTING CONTRACT DOCUMENTS** The Contract Documents in existence at the time of execution of this Agreement are as follows:

- (a) Drawings: na
- (b) Specifications: na[\_\_\_\_\_]
- (c) Addenda: na
- (d) Owner Provided information: na

Other:

### **15.2 INTERPRETATION OF CONTRACT DOCUMENTS**

**15.2.1** The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

**15.2.2** In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall promptly submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP and Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

**15.2.3** Where figures are given, they shall be preferred to scaled dimensions.

**15.2.4** Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

**15.2.5 ORDER OF PRECEDENCE** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued and acknowledged before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement. Among

categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

OWNER: [ ]

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

CONSTRUCT MANAGER: [ ]

BY: \_\_\_\_\_ NAME: \_Mark Panzica\_\_\_\_\_ TITLE: \_President\_\_\_\_\_

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

END OF DOCUMENT.

## CUYAHOGA COUNTY PUBLIC LIBRARY

### Resolution to Approve Public Library Fund Allocation 2023-2025

**WHEREAS**, the nine independent free public library systems in Cuyahoga County entered into an agreement with the Cuyahoga County Budget Commission for the allocation of the Public Library Fund (PLF);

**WHEREAS**, the directors of the nine independent free public libraries have met together to negotiate in good faith and have agreed, subject to the approval of each library's respective Board of Trustees and the Cuyahoga County Budget Commission, to enter into a new Agreement; and

**WHEREAS**, the libraries have agreed that for the three-year period commencing January 1, 2023 and ending December 31, 2025, the libraries will retain the current percentage allocations with regard to distributions from the PLF; and

**WHEREAS**, the percentage of Funds to be allocated to the Cuyahoga County Public Library under the Agreement is 38.23690% of the total funds allocated from the PLF to Cuyahoga County; and

**WHEREAS**, this Board of Trustees has determined that the allocation set forth above is fair and reasonable.

**NOW, THEREFORE BE IT RESOLVED**, that subject to the approval of the Cuyahoga County Budget Commission, and each of the independent free library systems in Cuyahoga County, this Board hereby approves an Agreement commencing January 1, 2023 and terminating December 31, 2025 on the terms and conditions set forth in the Agreement, which substantially conforms to the agreement attached to this resolution and incorporated herein by reference, which provides that the percentage of Funds to be allocated to the Cuyahoga County Public Library under the Agreement is 38.23690% of the total funds allocated from the PLF to Cuyahoga County;

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the President and Secretary of the Board of Trustees are hereby authorized, empowered and directed, in the name and on behalf of the Board of Trustees to execute any agreements, amendments, or other documents necessary or appropriate to effectuate the agreement in accordance with the Resolution, on behalf of the Board of Trustees.

*Approved 25 October 2022*

**X**\_\_\_\_\_

Dean E. DePiero  
President

**X**\_\_\_\_\_

Maria L. Spangler  
Secretary

**CUYAHOGA COUNTY  
PUBLIC LIBRARY FUND  
ALLOCATION 2023-2025**

**PLF AGREEMENT BETWEEN THE NINE  
LIBRARIES OF CUYAHOGA COUNTY  
2023-2025**

This Agreement (“Agreement”) is entered into in Cuyahoga County, Ohio by and between the various free public libraries in Cuyahoga County, Ohio, including: Cleveland Heights-University Heights Public Library, Cleveland Public Library, Cuyahoga County Public Library, East Cleveland Public Library, Euclid Public Library, Lakewood Public Library, Porter (Westlake) Public Library, Rocky River Public Library, Shaker Heights Public Library (“the libraries”) and the Cuyahoga County Budget Commission, pursuant to resolutions duly adopted by the above-referenced Boards of Library trustees, and the Cuyahoga County Budget Commission (copies of which are attached).

**WHEREAS**, the libraries constitute all of the libraries in Cuyahoga County entitled to participate in the fund presently referred to in R.C. 5705.28 and R.C. 5705.32 as the county Public Library Fund, formerly known as the county Library and Local Government Support Fund (hereinafter referred to as the “Fund”); and

**WHEREAS**, the libraries have in the past found that the statutory framework for allocating that fund has not always resulted in satisfactory allocations, and has led to appeals and litigation involving the libraries; and

**WHEREAS**, trustees and directors of the various libraries have met together in good faith to agree upon specific percentage allocations of the Fund for each library in order to eliminate disputes and litigation with regard to such allocations; and

**WHEREAS**, the libraries have agreed that for the three-year period commencing January 1, 2023 through December 31, 2025, the libraries will receive percentage allocations with regard to distributions from the Fund as set forth in this Agreement;

**NOW, THEREFORE**, subject to the approval of the Cuyahoga County Budget Commission, the libraries hereby agree that the Budget Commission shall order an allocation of the Fund for the years 2023, 2024, and 2025 (the “subject years”) in accordance with the following percentages:

CLEVELAND HEIGHTS – UNIVERSITY HEIGHTS PUBLIC LIBRARY  
4.80750 %

CLEVELAND PUBLIC LIBRARY  
41.18430 %

CUYAHOGA COUNTY PUBLIC LIBRARY  
38.23690 %

EAST CLEVELAND PUBLIC LIBRARY  
2.59000 %

EUCLID PUBLIC LIBRARY  
3.30830 %

LAKEWOOD PUBLIC LIBRARY  
3.64400 %

PORTER (WESTLAKE) PUBLIC LIBRARY  
2.14310 %

ROCKY RIVER PUBLIC LIBRARY  
1.25070 %

SHAKER HEIGHTS PUBLIC LIBRARY  
2.83520 %

When a budget for each library has been adopted in accordance with Ohio Revised Code Section 5705.28, the Budget Commission shall fix the amount of the fund to be distributed to each library board of trustees pursuant to Section 5705.32 for the ensuing calendar year in accordance with this Agreement, or as otherwise unanimously agreed to in writing by the libraries and the Budget Commission.

When the Budget Commission orders an allocation distribution of the Fund in accordance with the terms of this agreement and any agreement of the libraries provided for herein, each library shall refrain from challenging and/or appealing the distribution of the fund to the Board of Tax appeals, or to any other agency or court of competent jurisdiction. The only basis upon which any library may challenge any such distribution shall be on the basis that the Budget Commission failed to follow the provisions of this Agreement and any agreement of the libraries provided for herein for any of the subject years.

In the event that during the term of this agreement one library should cease to operate or be included with another, the libraries and the Cuyahoga County

Budget Commission agree to meet to discuss any revision to the allocation set forth above and amend the agreement accordingly.

In addition to the foregoing, the libraries agree that they will do the following:

- (a) The directors of each library will attend a meeting to be held at least once per year during calendar years 2023 through 2025 in order to discuss the percentage share of the Fund to be allocated amongst the libraries after 2025 and to foster continued good faith and cooperation between the libraries. The directors will also explore ways and opportunities to utilize more effectively their resources to better serve their patrons and to achieve the goals of this agreement;
- (b) The libraries will work together through available political, civic and media channels to maintain and increase the level of financial support Ohio law provides for public libraries in Ohio; and
- (c) The libraries will work jointly to meet the needs of users in the present and in the future, with careful attention to population growth, circulation, disparities between the libraries, and particular requirements of different communities and neighborhoods.

This Agreement is executed by each of the libraries and the Budget Commission by their appropriately designated representatives for the purpose of effecting an agreed allocation and distribution of the Fund for years 2023, 2024, and 2025. This Agreement shall be introduced into evidence at the Board of Tax Appeals without objection by any library or the Budget Commission when it is claimed that any library has attempted an appeal pursuant to Ohio Revised code 5705.37 or when it is claimed that the Budget Commission has failed to make an allocation and distribution of the Fund in accordance with the terms of this agreement. Any amendment to this Agreement must be made in writing and be signed by the libraries and the Cuyahoga County Budget Commission.

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Signed and acknowledged:

**CLEVELAND HEIGHTS-UNIVERSITY HEIGHTS PUBLIC LIBRARY**

By: \_\_\_\_\_  
President, Board of Trustees

[Attach resolution duly adopted by Cleveland Heights-University Heights Public Library Board of Trustees]

**CLEVELAND PUBLIC LIBRARY**

By: \_\_\_\_\_  
President, Board of Trustees

[Attach resolution duly adopted by Cleveland Public Library Board of Trustees]

**CUYAHOGA COUNTY PUBLIC LIBRARY**

By: \_\_\_\_\_  
President, Board of Trustees

[Attach resolution duly adopted by Cuyahoga County Public Library Board of Trustees]

**EAST CLEVELAND PUBLIC LIBRARY**

By: \_\_\_\_\_  
President, Board of Trustees

[Attach resolution duly adopted by East Cleveland Public Library Board of Trustees]

**EUCLID PUBLIC LIBRARY**

By: \_\_\_\_\_  
President, Board of Trustees

[Attach resolution duly adopted by Euclid Public Library Board of Trustees]



**LAKEWOOD PUBLIC LIBRARY**

By: \_\_\_\_\_  
President, Board of Trustees

[Attach resolution duly adopted by Lakewood Public Library Board of Trustees]

**PORTER (WESTLAKE) PUBLIC LIBRARY**

By: \_\_\_\_\_  
President, Board of Trustees

[Attach resolution duly adopted by Porter (Westlake) Public Library Board of Trustees]

**ROCKY RIVER PUBLIC LIBRARY**

By: \_\_\_\_\_  
President, Board of Trustees

[Attach resolution duly adopted by Rocky River Public Library Board of Trustees]

**SHAKER HEIGHTS PUBLIC LIBRARY**

By: \_\_\_\_\_  
President, Board of Trustees

[Attach resolution duly adopted by Shaker Heights Public Library Board of Trustees]

**CUYAHOGA COUNTY PUBLIC LIBRARY****RESOLUTION SEEKING PERMISSION TO CLOSE THE LIBRARY  
SYSTEMWIDE ON OCTOBER 9, 2023, FOR STAFF DEVELOPMENT DAY**

**WHEREAS**, Cuyahoga County Public Library employees are committed to learning and strengthening their skills in order to offer the best possible service to our customers and communities; and

**WHEREAS**, Bringing all staff together every other year affords employees the opportunity to hear a consistent message and build a common understanding of our direction and our future; and

**WHEREAS**, The Library must close to the public to allow all staff to attend the Staff Development Day event.

**NOW, THEREFORE BE IT RESOLVED** That the Board of Trustees hereby authorizes the Library to close system wide on October 9, 2023 for the purposes of holding Staff Development Day on that day.

**Approved 25 October 2022**

X \_\_\_\_\_  
**Dean E. DePiero**  
**President**

X \_\_\_\_\_  
**Maria L. Spangler**  
**Secretary**

CCPL uses a progressive discipline procedure and a corrective action process to help employees understand that a performance concern or opportunity for improvement exists, to clarify expectations and to prevent recurrence of unsatisfactory behavior and/or performance concerns. Progressive discipline is a process in which each event or incident can trigger the next level of discipline. Each step in the process more strongly encourages employees to improve in specific areas. A progressive disciplinary approach allows CCPL to take appropriate action based upon the seriousness of the situation. The degree of discipline will vary according to all the facts and circumstances of a particular situation, including the magnitude or severity of the offense, the employee's prior disciplinary record, and the employee's length of service. Corrective action is any intervening informal or formal counseling action taken to address unsatisfactory behavior and/or performance concerns or to prevent the recurrence of a problem.

CCPL employees are expected to conduct themselves and their work in accordance with CCPL rules and CCPL's mission, vision, and values when they are on duty on CCPL premises, in the community, and when they serve as representatives of CCPL. All CCPL employees are subject to disciplinary action as established by CCPL for various offenses or infractions that conflict in spirit or letter with responsibilities inherent in being a CCPL employee and representative. The expectation is that all employees will embrace and demonstrate appropriate and professional behavior as they perform their job duties and other CCPL responsibilities. It is understood that there may be times when employees exhibit behavioral shortcomings, fall short of expectations, and/or do not demonstrate and adhere to CCPL's standard of conduct. The objective of progressive discipline and the corrective action process is to reinforce expectations, provide employees with the tools to be successful, and allow for an opportunity for improvement. This procedure is not intended to supersede specific terms and conditions of any collective bargaining agreement.

- 280.1 It is the responsibility of the employee to perform their duties to the best of their ability and to the standards set forth in their job description, or as otherwise established. Employees are encouraged to take advantage of learning opportunities available through CCPL's employee training and development programs, external learning, and professional growth opportunities. Employees who hold supervisory and management positions are held to a higher standard of conduct. These employees are expected to demonstrate adherence to CCPL's values and lead by example in the performance of their duties and responsibilities.
- 280.2 Corrective action may be used in lieu of or before formal disciplinary action is taken. The goal of corrective action is to guide employees to correct performance or behavior by identifying areas of needed improvement as well as causes and solutions. Corrective action may be provided at any time without affecting employees' progressive discipline level. The utilization of corrective action can often help an employee improve their performance or conduct without having to initiate formal disciplinary procedures. An employee's failure to fulfil a mandate under any corrective action measures constitutes insubordination, poor job performance, neglect of duty or otherwise, and may result in disciplinary action. If the employee's performance or conduct does not sufficiently improve, notwithstanding the employee's completion of any corrective action measures, disciplinary proceedings may begin.
- 280.3 Corrective action may include coaching and counseling. Typically, the first step in any effort to correct an employee's behavioral shortcoming or to improve an employee's work performance is coaching or counseling. Coaching is often part of the day-to-day interaction between management and employees. It provides an employee with the opportunity to grow and achieve optimal performance through consistent feedback and mentoring from their supervisor. Coaching often provides positive feedback to

employees about their contributions. At the same time, coaching can bring areas of needed improvement to an employee's attention when they are minor, offering guidance to the employee so improvements can be made. Coaching opportunities and counseling sessions should be documented by management and referenced when necessary, including during the performance evaluation.

- 280.4 Performance Improvement Plans, Coaching Plans, and other written tools may be used to correct performance in lieu of or before disciplinary action is taken. These tools must be discussed with the Human Resources Division.
- 280.5 Under certain circumstances, CCPL may require a management referral to its Employee Assistance Program ("EAP"). CCPL may deem it necessary to require an employee to seek assistance from the EAP to receive further support. The employee's attendance, motivation level, and overall compliance will be reported back to CCPL's Human Resources Division by the EAP administrator.
- 280.6 Management in conjunction with the Human Resources Division may request a medical or psychological fitness for duty evaluation when an employee's conduct creates a reasonable belief that a threat or disruption to the health and safety of the employee, to others, or to CCPL property exists; or there is objective evidence that the employee cannot perform the essential job functions. The purpose of the evaluation is to determine if the employee can perform their job in a safe manner. To ensure safety while the employee is being evaluated, the employee may, if appropriate, be placed on leave of absence for the time needed to conduct the evaluation.
- 280.7 Prior to any disciplinary action being decided upon or taken, the employee shall be entitled to a *Loudermill* Hearing (bargaining unit employees) or a Pre-disciplinary Hearing (non-bargaining unit employees). Note that coaching/counseling does not require a hearing, as it is not considered discipline. The hearing creates the opportunity for management representatives and Human Resources to schedule a meeting with the employee to bring their attention to the subject performance, conduct, or behavior that allegedly violated CCPL policies, procedures, or values, and may be grounds for discipline. The hearing is mandatory for the employee. At the hearing, the employee is entitled to a representative of their choice and may present oral/written statements, documents, testimony, etc. The Human Resources Director or designee acts as the Hearing Officer.
- 280.8 Discipline must be applied consistently and objectively. Supervisors and managers must approach discipline and/or corrective action in a fair manner and take steps to ensure that employees have been reminded of expectations or applicable policies and procedures. Disciplinary discussions should be held away from work areas.
- 280.9 Disciplinary actions must be explained to and discussed with the employee at each step. The employee shall have the opportunity to respond in writing.
- 280.10 Any employee has the right to request a third party, either a union representative, a co-worker, or Human Resources Division official, to be present at any interview which might result in discipline.
- 280.11 Discipline greater than a verbal or written warning will only be issued at the direction of the Human Resources Division. Supervisors and managers should discuss all potential disciplinary matters with the Human Resources Division.

## EMPLOYMENT PRACTICES – 200

## Discipline – 280

- 280.12 The Human Resources Division will place all disciplinary action documents in the employee's personnel record. The employee shall be made aware of these documents at the time discipline is administered.

281.1 Where discipline is used to correct undesirable behavior, inefficiency, or incompetence in the performance of assigned duties, the following steps, while not all-inclusive, are typical of the steps that may be taken in the discretion of CCPL (one or more of the following steps may be bypassed depending upon the nature and severity of the offense(s)):

1. Verbal warning. This is typically the first step in the progressive discipline process. A verbal warning is issued when the employee's unsatisfactory behavior or the performance issue continues or warrants disciplinary action rather than coaching/counseling. This step incorporates formal documentation of the unsatisfactory behavior and/or performance issue, which becomes a permanent part of the employee's personnel file. The verbal warning should include documented notes about the coaching/counseling previously provided to the employee; however, verbal warnings can be issued without previous coaching/counseling.
2. Written warning. This is typically the second step in the progressive discipline process. It is issued when the employee's unsatisfactory behavior or performance issue has not improved from a verbal warning. Written warnings can be issued without a previous verbal warning and/or coaching/counseling. This step also incorporates formal documentation of the unsatisfactory behavior and/or performance issue, which becomes a permanent part of the employee's personnel file.
3. Suspension. This step may be applied as a first step for severe infractions, or as a progressive step in handling other disciplinary problems. A conference in advance of the action should be held to ascertain the facts and/or give the employee an opportunity to respond to the charges that could give rise to the suspension. Supervisors are encouraged to discuss potential discipline with Human Resources in advance, but in no event will a supervisor impose a suspension. Instead, potential discipline of this magnitude will be evaluated by the Human Resources Director who will make a recommendation to the Chief Executive Officer. In certain cases, a supervisor may make a decision to remove an employee from CCPL property via security, calling the police, or requiring the employee to leave or contact a mode of transportation. This will not be considered a disciplinary suspension until Human Resources has reviewed the relevant facts.
  - A. Suspension results in loss of pay benefits, including wages.
  - B. Suspensions may be repeated (with the approval of the Human Resources Division and the Chief Executive Officer) as deemed appropriate.
  - C. Suspension of 4-30 days must be approved by the Chief Human Resources Officer and Chief Executive Officer and is implemented by the Chief Human Resources Officer.
4. Probation. This step is taken after repeated infractions and when verbal and written warnings have failed to correct the problem. Suspension may or may not be involved. Notification of probation must include description of the problem, suggested resolution, and provisions for evaluation during the probationary period.

- A. Benefits and wages are continued during probation; however, pay increases which would occur during a period of probation will not be granted.
  - B. Probation must be approved by the Chief Executive Officer.
  - C. Probation may be set for from one to six months.
5. Termination of Employment. This is the final step in disciplinary action.
- A. All employment privileges are terminated with dismissal, including reinstatement rights for an employee on leave of absence.
  - B. All dismissals must be approved by the Chief Executive Officer and implemented by the Chief Human Resources Officer.
6. Demotion. This is another disciplinary action which may be used at a supervisory level involving the misuse of authority over their staff members or long term or serious performance deficiencies. This action may be used as an alternative to dismissal when the employee clearly has demonstrated acceptable skills at a lower level (e.g., previous lower job assignment history).
- A. This action must have the prior approval of the Division Director, Chief Human Resources Officer and the Chief Executive Officer.
  - B. This action will be considered a permanent reassignment.
  - C. The demoted employee's pay rate will be reduced for each pay grade or class removed. The amount will be determined by the Chief Executive Officer.
  - D. The demoted employee will serve a probationary period in the new assignment as a new employee would, although they will retain all other seniority rights (i.e., years of service, time accrual rates, etc.).
  - E. Demotions shall be made with consideration of staffing complements, budgetary restrictions and available vacancies.

Examples of unsatisfactory conduct that may be grounds for disciplinary action are listed below. The examples provided are not exhaustive. While CCPL subscribes to the concept of corrective action and progressive discipline, nothing herein shall be construed as limiting CCPL's right to skip disciplinary steps depending on the nature and severity of employee behavior, along with the employee's previous disciplinary record. In some circumstances, specific conduct and behavior may not be subject to the progressive disciplinary process and may be considered grounds for immediate disciplinary action up to and including termination of employment. Exceptions or deviations from the progressive discipline sequence will be reviewed on a case by case basis.

- Absence from duty without reasonable cause
- Absence without leave
- Being away from assigned work area without permission of supervisor
- Conduct that might endanger the safety of others
- Conduct unbecoming an employee of CCPL
- Creating a hostile, intimidating, or offensive work environment based upon a protected characteristic
- Excessive absenteeism
- Excessive tardiness
- Failure to comply with safety regulations, procedures, and/or guidelines
- Failure to cooperate in a workplace investigation
- Failure to follow the orders of a supervisor
- Failure to properly report work status
- Failure to report known safety hazards
- Failure to substantiate leave as required
- Failure to wear required safety equipment
- Falsification
- Fighting
- Gambling on the job (other than office pools or charity fundraising)
- Harassment, discrimination, or retaliation against another
- Insubordination
- Intimidation or threats
- Neglect of duty
- Offensive language or conduct towards another
- Poor job performance
- Possession of weapons in CCPL buildings or CCPL vehicles or on one's person while conducting CCPL business
- Reckless operation and/or misuse of CCPL vehicles, electronics, or equipment
- Reporting to work under the influence of alcohol and/or drugs
- Sleeping while on duty
- Theft
- Use, possession, or sale of alcohol and/or drugs on CCPL property, in CCPL vehicles, or while conducting CCPL business
- Willful destruction of CCPL property
- Willful violation of CCPL's policies, procedures, rules, regulation, guidelines, or standards



## EMPLOYMENT PRACTICES – 200

Discipline – 280

Review Hearing – 283

Any non-bargaining unit employee may request a review hearing with the Chief Executive Officer or their designee for review of disciplinary action taken against them involving suspension of four or more days, demotion, probation or termination of employment. This written request must be submitted to the Chief Executive Officer within five (5) working days of the action.

- 283.1 In any hearing the employee has the right to present testimony on their behalf and to have a co-worker present as witness.
- 283.2 The Chief Executive Officer will review all suspensions of four (4) or more workdays and recommendations for disciplinary probation, demotion and termination of employment. However, hearings will only be granted at the discretion of the Chief Executive Officer.
- 283.3 Hearings authorized by the Chief Executive Officer will be scheduled within 10 working days after the request was made.
- 283.4 The Chief Executive Officer's decision is due in writing within 14 days of the hearing and is considered final.

COMPENSATION PRACTICES – 300  
Professional Membership, Conference/Workshop, Mileage – 330

CCPL encourages staff involvement in professional organizations. Employees may apply for release time and reimbursement to attend job-related conferences and/or workshops. Prepayment of registration, travel, and lodging expenses may also be allowed for major high attendance events at the discretion of the Chief Executive Officer. Such prepayment should be authorized and made against the branch or department account. CCPL also reimburses managerial, confidential and professional staff for job-related personal memberships.

- 330.1 Cuyahoga County Public Library Board of Trustees adopted a Travel Policy on April 28, 2009 that covers all policies and procedures relating to Travel. [See Travel Policy.](#)
- 330.2 Approved time for conference/workshop attendance is considered time worked for scheduled work time (not including scheduled days off, if requested by employee).
- 330.3 CCPL covered expenses may include transportation, lodging, meals, registration fees, and miscellaneous expenses. Reimbursements and prepayments are made depending upon the availability of funds.
- 330.4 Employees receiving time and/or expenses paid to attend conferences/workshops may be required to submit a written report.
- 330.5 Advance approval is required from the Division Director before accepting a nomination or appointment to a national or state professional committee or office or speaking/presentation engagements. Staff members who are appointed to national or state professional committees with advance approval from their Director may do a reasonable amount of work connected with such affiliation on CCPL time, if they can fit such activities into their work schedule without serious detriment to their regularly assigned work.
- 330.6 Efforts will be made to rotate attendance at national conferences to permit wider participation by all eligible staff.
- 330.7 Employees requested by CCPL to represent it or its staff in official capacities for any reason will attend or complete work on paid time. Such time is considered "time worked" for these employees scheduled to work during the specified time or as compensatory "comp" time (Section 320) for those not scheduled to work. Employees not scheduled to work shall attend any non-required functions on their own time.
- 330.8 Attendance at work-related meetings sponsored by CCPL or approved by CCPL Administration is an important part of a staff member's duties. Time spent at such meetings and time spent in preparing materials for assignments should fit into the regular work schedule in advance. In either case, the time used is considered "work time" when it has been approved through the supervisor. Additionally, travel time going to and from the meeting place is allowed when the employee interrupts his or her work schedule to attend. Overtime is not credited for approved meetings (Section 320).

## STAFF WELFARE AND ECONOMIC BENEFITS – 400

## Tax Sheltered Annuity – 440

CCPL provides its employees with the opportunity to invest in a tax sheltered annuity through a payroll deduction plan. Any employee interested in such an investment should contact the Finance Department in the Operations Division [or visit the tax sheltered annuities document located on the intranet](#) for details about the annuities offered.

Each employee is responsible for completing and approving their hours worked and benefit time taken in the electronic time system for each pay period. The employee's approval of their time sheet is their certification that their time worked is accurate and correct to the best of their knowledge. The timesheet must be completed and signed off and approved both by the employee and immediate supervisor by the end of the business day on Tuesday following the close of the pay period.

341.1 Employees are responsible for accessing the electronic timekeeping system and entering their time on their electronic timesheet. In order to access the system, employees must enter their employee number that is assigned upon their hire and use and maintain their password.

341.2 Immediate supervisors are responsible for comparing each of their direct reports' timesheets against the schedule and making adjustments if necessary. They must then electronically approve the timesheets. Supervisors and managers must hold their employees accountable for entering and approving their own hours.

Supervisors must give new employees paid time to review the online training that is available through the CCPL intranet at: [Intranet - Staff E-Time Training Guide](#) It can also be accessed on the intranet through the Knowledge Base tab, then under Technology.

341.3 For timesheet procedures, employees should refer to the online training that is available through the CCPL intranet referenced above