



Board of Trustees Meeting

CUYAHOGA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES MEETING AGENDA

25 July 2023 Administration Building Auditorium 5:00 p.m.

	TOPIC	PAGE#	MOTION
1.	Call to Order: Dean DePiero, President		ROLL-CALL
2.	Approval of Minutes: June 27, 2023 Board Meeting	1-9	ACTION
3.	Retiree Recognition	10-11	INFORMATION
4.	Public Comment		INFORMATION
5.	Report of the Board President		INFORMATION
6.	Report of the Executive Director -Learning Moment Pamela Jankowski, Chief Public Services Officer Alex Ward, BSL Supervisor, Children, Brooklyn Branch CCPL Brooklyn Childrens Space	13-25	INFORMATION
7.	Human Resources Report	27-33	ACTION
8.	Finance Committee Report: Financial Statement Review – Fiscal 2023 – June Investments: Fiscal 2023 – June Purchase Approval List Gift Report	35-36 37-41 42-43 44-46 47	INFORMATION ROLL-CALL ACTION ACTION
9.	New Business		
•	Resolution to Negotiate an Agreement in Connection with the New Construction of the New Beachwood Branch Library	49-50	ACTION
•	Resolution Seeking Permission to Advertise for a Request For Qualifications for Construction Management at Risk Services for the New Library Branch in The City of Beachwood	51-52	ACTION
•	Resolution Authorizing the Library to Accept Guaranteed Maximum Pricing and Construction Manager At Risk Fees Relating to the New Construction of The Branch Library Located in The City of Brooklyn	53-95	ACTION
•	Resolution Authorizing The Library to Enter into an Agreement with Infinity Construction Company for Construction Management At Risk Services Relating to the Renovation and Addition of The Solon Branch	96-132	ACTION
•	Resolution Authorizing the Library to Enter into an Agreement with Seitz Builders, Inc., Regarding The Brecksville Drive-Up Window Project	133-134	ACTION
•	Resolution to Approve Change Order Number One for Apex Construction for Fairview Innovation Center Project	135	ACTION
•	Resolution to Approve Change Order Number One for Sterling Professional Group for the North Olmsted Teen Expansion Project	136	ACTION
•	Resolution Authorizing The Library to enter into an Agreement with Bialosky Cleveland for Design Services in Connection with Construction of The New Parma Heights Branch Library	137-171	ACTION
•	Resolution Seeking Permission to Advertise for a Request For Qualifications for Construction Management At Risk Services for The New Library Branch in The City of Parma Heights	172-173	ACTION
10.	Adjourn		ACTION

CUYAHOGA COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES MEETING MINUTES 27 June 2023

The June 27, 2023, 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 5:02 p.m.

Roll-Call: Present: Edward H. Blakemore; Allyn Davies; Dean E. DePiero; Patricia

A. Shlonsky; Maria L. Spangler; Amira Thomas - 6.

Absent: William J. Leonard - 1.

Also present: Chief Executive Officer Tracy Strobel; Scott Morgan, Chief Operations Officer, Pamela Jankowski, Chief Public Services Officer, Hallie Rich, Chief Communications & External Relations Officer, Monique Good, Chief Human Resources Officer, Robert Dolan, Finance Director, Rebecca Ranallo, Literacy and Learning Division Director, Daniel Barden, Technical Services Director, Jeff Mori, Facilities Director, Jim Haprian, IT Director and Robert Rua, Marketing & Communications Director, and other interested observers.

Approval of Minutes:

President DePiero asked for a motion to approve the minutes of the May 23, 2023, Board meeting that were sent to the Board members in advance of this meeting.

01-06/2023

Trustee Blakemore moved to approve the minutes, seconded by Trustee Shlonsky. Seeing no corrections, omissions or additions, the minutes of the May 23, 2023, Board Meeting were approved by unanimous vote of the Board members present.

Retiree Recognition:

President DePiero acknowledged that we have three distinguished retirees that are retiring from employment at the Cuyahoga County Public Library (CCPL). He thanked Bonnie Benson, Linda Buccilli, and Nancy Maureen Paulett for their many years of service to Cuyahoga County Public Library and wished them the best on their retirement. Ms. Benson, Ms. Buccilli, and Ms. Paulett were not present at the meeting.

(See pages 352-354)

Public Comment:

President DePiero asks if there is any one with a public comment to please come forward and state your name.

Lori Jones 24225 Briarpatch Dr, Olmsted Falls, OH

Commented:

My name is Lori Jones. I am a Council-at-Large of Olmsted Falls Ohio. The library went through the proper channels, and they requested what looks like a TV screen, a sign that flashes information. They went to the Planning and Zoning, and they said they mailed out notices to the people in the immediate area that would be seeing the sign and only one of them said they got a notice and that the others did not, and they are upset. So it is my job to represent them. They have this petition, but initially I said let us just ask if they can turn it down when it gets dark and turn it off at 9:00pm so that you can sleep without having the sign shining in your bedrooms, one said yes and the rest of them said no. So I have a petition for you that they did sign anyway which says "We the undersigned residents of Olmsted Falls living in the residential area on Bagley Road and Mapleway Drive where the nonconventional sign will be built by the library are petitioning to the Board of Directors of the County Library to commit to ensuring the lights are dimmed at dark and at the sign is turned off no later than 9:00pm every evening and not turned on before 7:00am the next morning as this bright sign will be flashing into several of our homes and will be seen from our homes. The Library and City Hall are on National Historic property which does not allow for this type of sign and the ordinances of Olmsted Falls do not allow this type of sign, but the Library appealed to Council and asked if they can have it anyway and Council voted with the Mayor who really pushed this and the Library won the appeal to put the sign in.

The residents in the immediate area do not want this sign shining in their bedrooms and living rooms at night. The other thing we are worried about now is a couple of the businesses found out and they are pretty upset because they were denied signs because they are not allowed in Olmsted Falls and yours will be the only one.

Here are the petitions of the people where it will be shining, and they said they will gladly collect thousands of signatures if you prefer. But these are just the immediate people on Bagley Road.

I have a letter here from the guy where the sign will be shining right into his house. He lives right at Mapleway Drive and Bagley Road and he said he wants you to consider it. He does not want it shining in his house, or in his bedroom. He lives right around the corner in the yellow house closest to it, because there are houses there. It is not a commercial area. He is asking you to please do not build it. Thank you and I know they are still out gathering more signatures.

President DePiero stated we appreciate you coming before the board and raising your concerns. We will definitely get with the staff and just take a look at it. We appreciate you bringing it to our attention.

Janet Tomasch 7522 River Road Olmsted Falls, OH

Commented:

My name is Janet Tomasch. I am the Chair of the Architectural Board of Review a requirement for signage.

As Lori stated, this sign is in a residential neighborhood. It sits next to our City Hall. This is currently the sign that the library has, (showing pictures) which gives very little information. I realize they want to be able to put their programming on their sign. I suggested that they go back and really address their website because it is an excellent website. I said all that information is available to the public and I do not realize if they have access to that. This is City Hall that it sits next to, and this is what the library looks like from Mapleway Drive. It is a small library. But this library has been in existence since 2016. There is a shared driveway into City Hall and the library. I suggested as a remedy that we could at least name it Library Drive so people could find the building, but that has gone nowhere. They have proposed to take down the current city sign, which is a changeable copy, but externally lit, which is the real issue here. And replace it with their new digital sign. I would first of all like to acknowledge that we are really proud of and love this library. We have shared with the City of Olmsted Township and Olmsted Falls, and we work together on projects. It was originally in an old town that was the Lewis House Library which was agreed upon in the North Olmsted Falls area and they introduced the Oxcart Library to Olmsted Falls and called it Olmsted Falls rather than another name. The Oxcart Library found its permanent home in the North Olmsted Library. I do not know why that happened. So we have lost that library, technically is what distinguishes that the site of the library and why it was chosen. And they really outgrew the space on the mainstage where they had been located and they moved into, as I said, this library in 2016. We denied them access to the sign because it is internally illuminated. We do not allow internal illumination in our Historic Districts, and Lewis House Library sits on property that is owned by the City and the City property is on the National Register. This landmark designation is the highest achievement a building could have. So we do not want to see it denigrated. They have also recommended or said that they would take down the current sign that the Olmsted Falls uses and replace it with this double-sided sign.

President DePiero stated you both eloquently talked about what the issues are, we will take a look at it. We appreciate you bringing your concerns to the board.

President DePiero stated he does know that this board and our administration did go through the proper channels with the city. We respect the process, and he knows the Director, and staff respect the process. We go through the process like anybody else, and we are very sensitive to residents. He stated that he has been involved in a number of projects with the library, not only as Mayor, but now as Chairperson. He stated you are our constituents, and we are concerned about that. We are never going to please everybody, but we will certainly take your comments into consideration. We will review it, but I just want to make it clear that my understanding is we went through the correct process.

Report of the Board President:

President DePiero does not have a report and wished everyone a Happy 4th of July and be safe. A great week to celebrate our freedom.

Report of the Chief Executive Officer:

Chief Executive Officer Strobel mentioned we have a great learning moment this evening.

Chief Executive Officer Strobel thanked the Board for their support in sending several CCPL staff to Chicago this past weekend for the American Library Association (ALA) Conference. It was a great opportunity to learn from our peer libraries and network with leaders from other libraries across the nation.

Chief Executive Officer Strobel shared the announcement regarding our 2023-2024 Writer's Center Stage series. It will be our 20th season and our best yet. Bill Kelly, CCPL Adult Services Manager keeps producing fantastic authors. Our opening presentation will be by Ann Patchett and Kevin Wilson. Our second will be Michelle Zauner. Our third Henry Winkler will be here. Next, we have Hernan Diaz, Rebecca Makkal, and then our final ending presentation in our 20th Season will be a pair Imani Perry and Klese Laymon. We are very excited for this season, having a lot of best-selling and award-winning authors. We encourage you to get your tickets. Based on the responses at our final session a couple of weeks ago, it will be an immensely popular season.

Chief Executive Officer Strobel introduced our learning moment guests from the branches who will be presenting readers advisory books and talks on some great new books. Sarah Polace, CCPL Children's Librarian, CCPL Bay Village Branch, Sarah Carpenter, CCPL Teen Librarian, CCPL Parma Heights Branch, and Kate Merlene, CCPL Adult Librarian, CCPL Orange Branch.

Sarah Polace top three Children's titles were:

- Search for a Giant Squid by Amy Seto Forrester & Andy Chou Musser
- Half Moon Summer by Elaine Vickers
- You Are Here: Connecting Flights edited by Ellen Oh

Sarah Carpenter top three Teen titles were:

- Hidden Systems: Water, Electricity, the Internet, and the Secrets Behind the Systems We Use Every Day by Dan Nott
- In Nightfall by Suzanne Young
- Throwback by Maureen Goo

Kate Merlene top three Adult titles were:

- The Puzzle Master by Danielle Trussoni
- The Con Queen of Hollywood by Scott C. Johnson
- Banyan Moon by Thao Thai

Human Resources Report:

Human Resources Chief Good summarized the HR report. There are nine (9) new hires, one (1) rehire, twenty-six (26) that picked up extra hours for Summer Fun For Everyone(SFFE), three (3) added second rate, one (1) added third rate, five (5) increased hours, one (1) promotion, two (2) temporary hours to permanent, two (2) transfers and, three (3) retirements.

02-06/2023

Trustee Shlonsky moved approval, seconded by Trustee Spangler. Seeing no discussion, the Human Resources Report dated June 27, 2023, was approved as presented by unanimous vote of the Board members present. (See pages 355-362)

Finance Committee Report:

Finance Chairperson Davies stated we did not have a Finance committee meeting and Chief Morgan will give an in-depth financial report at this meeting.

Chief Morgan stated we did not receive any distributions for either of our property tax levies (2.5 and 1.0 Mills) from the County. We have already received advances and the first half settlement. We should begin to receive advances against our second half in June. We did receive our reimbursement from the State for Homestead and Roll-back for the 2.5 mill levy.

Chief Morgan stated the Public Library Fund (PLF) distribution was received in the amount of \$2,509,506.16. We will continue to track those amounts monthly, as we did last year. Based on a comparison to last year, this distribution was less than the amount received in May 2022.

Chief Morgan stated patron fines and fees collected in May were up from last year. Once again, we saw an increase in passport fees for the month based on what we saw last year.

Chief Morgan stated we continue to see an increase in the amount of interest we are receiving on our investments. We will continue to monitor this account and may need to increase the revenue budget towards the end of the year to account for this increase.

Chief Morgan stated the remainder of the revenue accounts are where we would expect them to be five months into our fiscal year.

Chief Morgan stated the salaries and benefits accounts for five months into our fiscal year are within budget.

Chief Morgan stated the library materials accounts reflect an overall expense and encumbrance of 52.3%. This is typical as the beginning of the year is a larger buying time for materials.

Chief Morgan stated some of the expense accounts show a larger percentage expensed and encumbered. This reflects the blanket purchase orders for the year, which increases the encumbrances.

Chief Morgan noted we have also updated the Capital Fund projects to reflect all the current expenses and encumbrances for the projects.(See Under FINANCE)

Investments - May

Chief Morgan stated there were four purchases of Commercial Paper purchased for the month as follows:

- JP Morgan Securities LLC \$1,000,000 at a yield of 5.27%
- Td Securities \$860,000 at a yield of 5.31%
- JP Morgan Securities LLC \$400,000 at a yield of 5.41%
- JP Morgan Securities LLC \$290,000 at a yield of 5.44%

Transfers

Chief Morgan stated there were two transfers for the month:

- \$1,666.05 from the General Fund into ASPIRE for a match for the SNAP program.
- \$1,648.16 from the General Fund into ASPIRE for additional match for the SNAP program.

03-06/2023

Trustee Blakemore moved approval, seconded by Trustee Davies. Seeing no additional discussion, the Investment Report Fiscal 2023 – May 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; Patricia A.

Shlonsky; Maria L. Spangler; Amira Thomas – 6.

<u>Nea</u>: - 0.

Purchase Approval List

Chief Morgan stated Item #1 through Item #3 are encumbrance increases. Item #1 is an increase from \$80,000.00 to \$90,000.00 for additional construction legal services for CCPL Orange Branch construction dispute which was settled. Supplier, Roetzel & Andress LPA. Director Dolan stated Item #2 is an increase from \$424,022.00 to \$436,061.00 for an additional forty user licenses for the new HRIS & Payroll software. Supplier, Kronos SaaShr Inc, A UKG Company. Director Rua stated Item #3 is an increase from \$20,000.00 to \$65,000.00 for additional website development needed in conjunction with the new ILS launch in August. Supplier, Designing Interactive LLC.

Chief Morgan stated Item #4 and Item #5 are Grant encumbrance increases. Director Ranallo stated Item #4 is an increase from \$12,800.00 to \$15,800.00 for additional Family Space consulting services through the end of the year. Supplier, Two Gen-U-Win Educational Consulting, LLC. Chief Jankowski stated Item #5 is an increase from \$10,000.00 to \$25,000.00 for additional organizational internships as part of the Adult Education Services Ohio Means Jobs Program.

Chief Morgan stated Item #6 through Item #10 are new purchases. Director Haprian stated Item #6 is for 172 phone headsets for branch staff desk phones. Supplier, Logicalis. Cost \$36,464.00. Chief Good stated Item #7 is for consulting services for the new Chief Financial Officer (CFO) position, posting and recruiting applicants. Supplier, Organizational Architecture Inc. Cost \$29,500.00. Director Rua stated Item #8 is to replace exterior and interior signage at CCPL Parma-Snow Branch to conform to signage standards, improve wayfinding, and replace damaged exterior signs. Supplier, ASI Signage. Cost \$62,022.00. Director Rua stated Item #9 is to replace exterior and interior signage at CCPL Parma-Powers Branch to conform to signage

standards, replace damaged signs, and replace sign with old CCPL branding and the branch's previous name of "Parma Branch". Director Barden stated Item #10 is to replace Content Café Syndetics Unbound software, year 1 of 3. This is a three-year subscription and has a total amount not-to-exceed \$91,800.00. Supplier, Proquest LLC. Cost \$30,600.00. Director Ranallo stated Item #11 is to renew TutorMate High Dosage Tutoring Program services at 7 locations as part of the Libraries Accelerated Learning grant. Supplier, Innovations for Learning. Cost \$17,500.00.

Chief Morgan stated Item #12 through Item #14 are Capital Fund new purchases. Director Mori stated Item #12 is for construction observation and materials testing of the Innovation Center addition at CCPL Solon Branch as part of the Federal grant projects. Supplier, Geo Sci Laboratory. Cost \$25,000.00. Director Mori stated Item #13 is for construction observation and materials testing at the Brooklyn site for the new CCPL Brooklyn Branch. Supplier, Geo Sci Laboratory. Cost \$40,000.00. Director Mori stated Item #14 is for installation of electric service for the new construction for CCPL new Brooklyn Branch. Supplier, Illuminating Company/First Energy Company. Cost \$16,291.00.

04-06/2023

Trustee Blakemore moved approval of Purchase Approval List, seconded by Trustee Shlonsky. Seeing no additional discussion, the Purchase Approval List dated June 27, 2023, was approved as presented by unanimous vote of the Board members present. (See pages 363-365)

Gift Report

Chief Morgan stated the gift report includes Friends gifts for branch programming supplies. We received \$20,000.00 from Parker Hannifin Foundation for programming.

05-06/2023

Trustee Blakemore moved for approval of the Gift Report, seconded by Trustee Davies. The gift report was approved by unanimous vote of the Board members present. (See page 366)

• Resolution to Amend Official Certificate of Estimated Resources and Amend Appropriations

Chief Morgan stated this resolution is to amend both the certificate and estimated resources and appropriations amendments both in special revenue fund for Adult Education Services (AES).

06-06/2023

Trustee Blakemore moved approval, seconded by Trustee Shlonsky. 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 367)

Roll-Call: Yea: Edward H. Blakemore; Allyn Davies; Dean E. DePiero; Patricia A. Shlonsky; Maria L. Spangler; Amira Thomas – 6.

Nea: - 0.

• Resolution to Negotiate an Agreement in Connection with the Renovation and Addition of the Solon Branch Library

Director Mori stated the Board approved of our advertising proposals from firms for Construction Manager at Risk (CMR) services for the renovation and addition to the Solon Library Branch in accordance with the Request for Qualifications (RFQ). The library has ranked three (3) construction firms under consideration for this work. Upon negotiation of an agreement with the ranked firm, we will present that negotiated agreement to the Board for final approval.

- 1.Infinity Construction Company
- 2.Panzica Construction Company
- 3. Independence Construction

07-06/2023

Trustee Blakemore moved approval, seconded by Trustee Shlonsky. Seeing no additional discussion, the Resolution to Negotiate an Agreement in Connection with the Renovation and Addition of the Solon Branch Library was approved by unanimous vote of the Board members present. (See pages 368-369)

• Approval of Internet, Computers, and Wi-Fi Network Use Policy

Chief Jankowski stated we are asking for board approval of the Internet, Computers, and Wi-Fi Network Use Policy. This policy was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

08-06/2023

Trustee Shlonsky moved approval, seconded by Trustee Spangler. Seeing no additional discussion, the approval of the Internet, Computers, and Wi-Fi Network Use Policy was approved by unanimous vote of the Board members present. (See page 370)

• Approval of Employment Practices – Applications Policy

Chief Good stated we are asking for board approval of the Employment Practices – Applications Policy. This policy was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

09-06/2023

Trustee Spangler moved approval, seconded by Trustee Blakemore. Seeing no additional discussion, the approval of the Employment Practices – Applications Policy was approved by unanimous vote of the Board members present. (See pages 371-373)

• Approval of Compensation Practices Break and Meal Periods

Chief Good stated we are asking for board approval of the Compensation Practices Break and Meal Periods Policy. This policy was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

10-06/2023

Trustee Shlonsky moved approval, seconded by Trustee Spangler. Seeing no additional discussion, the approval of the Compensation Practices Break and Meal Periods Policy was approved by unanimous vote of the Board members present. (See pages 374-375)

• Approval of Employment Practices Position Appointment

Chief Good stated we are asking for board approval of the Employment Practices Position Appointment Policy. This policy was reviewed in detail at the Policy, Planning & External Relations (PPER) Committee meeting held prior to this meeting.

11-06/2023

Trustee Davies moved approval, seconded by Trustee Shlonsky. Seeing no additional discussion, the approval of the Employment Practices Position Appointment Policy was approved by unanimous vote of the Board members present. (See pages 376-378)

Motion to Adjourn

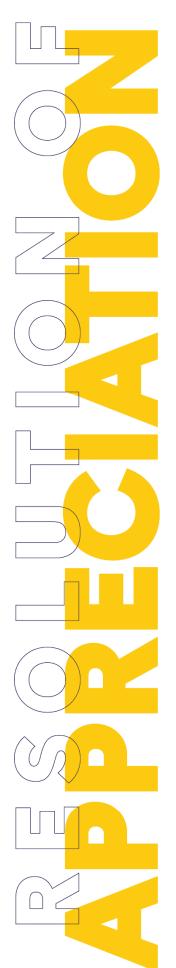
Seeing no other business under consideration for vote, President DePiero asked for a motion to adjourn the meeting.

12-06/2023

Upon motion of Trustee Blakemore, seconded by Trustee Shlonsky the June 27, 2023, meeting of the Cuyahoga County Public Library adjourned at 5:51 p.m.

x	
Dean E. DePiero President	
X Maria L. Spangler	
Secretary	

Approved July 25, 2023



of Tracy Koziol

WHEREAS,

Tracy Koziol has served with great loyalty as an employee of the Cuyahoga County Public Library since her hire on March 5, 1991, as a Sorting Page at the Parma Regional Branch; on August 8, 1994, she transferred to Added Copy Clerk – Cataloging Department in the Administration Building; on October 1, 2004, she had a job reclassification and title change to Cataloging Clerk; on September 22, 2008, she had a job reclassification and title change to Catalog Assistant; on May 31, 2009 she had a job reclassification and title change to TSD Assistant – Cataloging, a position she held until her retirement on June 30, 2023; and,

WHEREAS,

Tracy was a dedicated member of the Cataloging Department staff, who remained a steadying presence in a department that underwent many changes over the years; and,

WHEREAS,

Her warm and friendly personality made everyone feel happy to work with her. Tracy, who liked to be modest and quiet, at her heart, was a strong team player who went out of her way to help her coworkers whenever possible; and,

WHEREAS,

Tracy proved herself to be a conscientious employee who was not afraid to ask questions to learn more about cataloging and to make sure that her work was as accurate as possible. She could be counted on to get the job done.

NOW, THEREFORE, BE IT RESOLVED

that the Board of Library Trustees records its appreciation to Tracy Koziol for all the years of service she has rendered to the Library and the public and extends to her all good wishes for a happy, healthy, and rewarding life.

Dean E. DePiero, President Board of Trustees Cuyahoga County Public Library Date: July 25, 2023



Of Elizabeth (Liz) Starcovic

WHEREAS.

Elizabeth (Liz) Starcovic has served with great loyalty as an employee of the Cuyahoga County Public Library since her hire on May 7, 2007, as a Branch Clerk at the North Royalton Branch; on March 29, 2015, she had a title change to Branch Services Clerk, a position she held until her retirement on June 30, 2023; and,

WHEREAS,

Liz was a dedicated member of the North Royalton Circulation Staff, where she made many friends and always assisted customers with kindness and respect while giving them her full attention even during the busiest times; and,

WHEREAS,

Liz was affectionately nicknamed "Passport Magnet" as she seemed to always attract the most customers applying for passports during her shifts. She patiently and professionally guided them through the process. Liz was excellent at following up with the Nation Passport Center (NPC) to make sure all passport applications were delivered; and,

WHEREAS,

Liz displayed strong organizational skills, dedication, initiative, and a strong work ethic. She handled the "problem drawer" and used her detective skills to track down missing pieces and parts. Liz also handled the Union candy sales. A conscientious employee who was well-loved by her coworkers and customers, Liz was always willing to lend a helping hand, no matter what the task.

NOW, THEREFORE, BE IT RESOLVED

that the Board of Library Trustees records its appreciation to Elizabeth (Liz) Starcovic for all the years of service she has rendered to the Library and the public and extends to her all good wishes for a happy, healthy, and rewarding life.

> Dean E. DePiero, President **Board of Trustees** Cuyahoga County Public Library Date: July 25, 2023

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Chief Executive Officer's Message

"A Field of Dreams"

A new era of library service is coming in Brooklyn, Ohio. On Thursday, July 13, 2023, we broke ground for a new Brooklyn Branch of Cuyahoga County Public Library (CCPL) on Memphis Avenue. The new branch will be in an ideal spot near Memorial Park and the Brooklyn Senior Community Center, and across the street from the city's beautiful new City Hall complex and John M. Coyne Recreation Center. The 25,000 square foot branch will replace CCPL's existing Brooklyn Branch on Ridge Road. We expect to celebrate the grand opening of the new library a year from now.

Our existing Brooklyn Branch has served us well for many years, but it is undersized to serve a community of Brooklyn's size and in need of replacement. The new branch will not only be larger, but it will also be better equipped to adapt to changing community needs over time and include amenities that will allow us to enhance our service to the community, such as a drive-up services window, community meeting space, a dynamic children's area, and an Innovation Center. Another notable feature of the new branch will be a dedicated Pearson Vue Testing Center, where adult learners can obtain their GED® or pursue workforce certifications.

To mark the occasion, we received proclamations from U.S. Senator Sherrod Brown, Congressman Max Miller, and State Senators Matt Dolan and Matt Huffman (President of the Ohio Senate) acknowledging the important role that libraries play as centers of community life and learning. Brooklyn Mayor Ron Van Kirk and members of city council joined us for the groundbreaking ceremony along with Representative Richard Dell'Aquila of Ohio House District 15, Cuyahoga County District 3 Councilman Martin Sweeney, and State Senator Matt Dolan. Senator Dolan is the 2023 recipient of the Ohio Library Council's Carnegie Award, which is given to members of the Ohio General Assembly who have exhibited outstanding support of public libraries and advocated on their behalf in the state legislature. Standing at the podium Senator Dolan gestured to the construction site behind him, calling it "a field of dreams." "It's easy to be an advocate for libraries in Ohio," he said, "because of what librarians do inside ... they produce dreams ... they produce economic opportunities."

The Brooklyn Branch groundbreaking highlighted for me one of the many reasons Ohio libraries (and CCPL in particular) are so special. We have legislators who understand how integral we are to our communities as places of opportunity and possibility. Legislators who understand the tremendous value we bring to our communities as places of learning and centers of workforce development. We are grateful for their support and look forward to celebrating the grand opening with them and the Brooklyn community next year.

Tray Pot hel

Tracy R. Strobel
Chief Executive Office

Social Media

Facebook Fans: 36,620 Instagram Followers: 7,438 Twitter Followers: 11,264

We love summer reading challenges! Have you started yours, CFEVS??

@CuyahogaLib has a great Bingo program. We are enjoying @KentFreeLibrary's nature-themed programming! #ReadAllSummer

@Mrs_Jameson_CF, June 7, 2023

Free Summer Lunches! From now until August 11, @CuyahogaLib is teaming up with @CleFoodBank to provide FREE daily lunches for kids under 18 at 11 locations while supplies last. Visit http://cuyahogalibrary.org for more information.

@literacycoop, June 8, 2023

Today's forum is part of our Authors in Conversation Series sponsored by @ CuyahogaLib

and, in part, by the residents of Cuyahoga County through a public grant from @CuyArtsC. Thank you for your support! #CityClub

@TheCityClub, June 9, 2023

Happy 60th birthday to Cuyahoga County Public Library Parma Heights branch! As a lover of libraries, I thank you and your staff for your service!

@CuyahogaLib

@BrennanforOhio, June 19, 2023

We @CSU_Urban Leadership Academy
Fridays! Thank you to Bryce Sylvester for
facilitating today's Data Driven Decision-Making
class and to @CuyahogaLib for hosting us.

Just attended an amazing panel discussion featuring Ron from @CuyahogaLib and Mary Kay Andrews! #alaac2023 #ala2023

@ByWaterSolution, June 25, 2023

System Highlights

On June 7, **Brook Park Branch** BSA I Ben Cox presented a talk on "Traveling with your Tablet." Fourteen people attended and learned about different tips and tricks for using your smart device before, during and after your vacation. Customers learned about different apps to book trips, ways to get around on the go and different settings you might need during your travels.

Eating Smart - Being Active (June 6th, 13th, 20th, 27th) at the **Richmond Heights Branch**, was presented by the OSU Extension's Expanded Food and Nutrition Education Program (EFNEP) on June 6, 13, 20 and 27. The series teaches parents and caregivers of children how to eat healthier and be more active on a budget. The nine lessons of the curriculum include the latest, research-based information from the Dietary Guidelines for Americans and MyPlate. Each week the lessons address topics about: physical activity; nutrition and healthy lifestyle choices; food preparation and food resource management and contain a variety of hands-on activities to reinforce learning and allow participants to apply the newly learned information. A total of 22 people attended the June sessions.

On June 27, Mayfield Branch children's librarian Stephanie Johnson received a lovely compliment from a mother after toddler storytime. This mother shared that she and her son had been in the United States for the past six months for her husband's job and that they would soon be returning to their home in South Africa. The mother teared up as she explained how much she appreciated Ms. Stephanie's storytime. She said, "My son was so closed when we came here, and now he has really opened up - you have been integral to his growth. We had to come today - we could not miss his last storytime!" Johnson almost teared up upon hearing this and she told the mother that she was so happy to hear that her son had benefitted so much from storytime and that she would miss them both very much.

On June 29, BSL II Tim Protiva and his puppet buddy Fuzzig hosted a Puppet Storytime Extravaganza at the **Strongsville Branch**. Attendees were delighted by folktales, stories and songs, including the Tale of the Enormous Turnip in which some of the children helped Farmer Fuzzig pull an enormous turnip out of the ground. An enthusiastic crowd of 150 people of all ages attended. Protiva received awesome reviews of the performance.

Gates Mills Branch Teen Librarian Mia Cowan introduced author Margaret Peterson Haddix at the Mayfield Middle School on June 2 during her book tour for her latest novel Falling Out of Time. Cowan took the opportunity to promote Summer Reading to the 120 students and 15 staff members.

System Highlights

On June 3, more than 320 customers were absolutely enthralled by the **Brooklyn Branch**'s Summer Reading Challenge Kickoff event, featuring the Dino in Ohio show. The large and very realistic T-Rex puppets were a huge hit with all the attendees, as were the staff-made Dino Stampers (allowing kids to leave their own dino-prints on branch sidewalks) and the super dinosaur headband craft. Children's BSA II Alex Ward, BSAs Debbie Szabo and Sarah Markovich, and Adult BSL II Sarah Flinn teamed up to plan and host the event. The Friends of Brooklyn Library provided funding for the show, as well as dinosaur-themed goody bags for families to take home with them. It was a fun-filled day for customers and staff alike!

The Brecksville Branch hosted 47 participants at the Summer Fun for Everyone program on June 28. The activities focused on coding-themed projects along with STEAM exploratory stations. BSA II Lynne White led the program that began with youth writing their names in binary code and then creating beaded necklaces to match the code. Another feature was drawing Minecraft Selfies on graph paper and then coloring them with markers or crayons. During exploratory stations, youth and many parents worked together using the coding language Scratch on laptops to program flying cats, explored electronics with Snap Circuits, STEM apps on the iPads, and enjoyed unplugged games such as Rush Hour and Tetris to name a few. Many participants were so engaged they stayed the full 3 hours.

The Chagrin Falls Branch hosted eight Summer Fun for Everyone sessions in June for a total of 101 participants. On Tuesdays, rising Kindergarten to third graders were invited to read and play literacy games with a teen volunteer, and then work on a STEAM challenge. On Wednesdays, the Family storytime session engaged families with STEAM themed facts and a project. And on Thursdays, rising fourth to sixth graders attended for their own STEAM challenge. So far, STEAM concepts have included tangrams, green screen technology, weaving, cardboard engineering, and magic.

On June 20,14 students tried their hand at building a putt-putt golf course during Summer Fun For Everyone at the **Independence Branch**. Teams were created and used iPads and paper to research ideas and design their own hole. When a design was in place, they gathered materials and built their creations. When all holes were complete, students putted their way through the course of five holes.

Parma Heights Branch BSL Bridget Lavelle hosted "Life of Taras Shevchenko" on June 22. WordStage actors, accompanied by violinists, presented a dramatic historical re-enactment reading of Taras Shevchenko including his poetry and accompanied by two violinists who played beautiful Ukrainian folk music. A total of 38 people attended.

The **South Euclid-Lyndhurst Branch** Children's Department hosted a Skunk Meet-and-Greet with a local non-profit Skunk Haven Skunk Rescue. Kids and caregivers learned about different types of skunks, their diet and tips for dealing with skunks in the backyard. As the finale, kids were able to pet two pet skunks – Luke and Eddy. A total of 47 children and 27 adults attended.

In the month of June, **North Royalton Branch** Teen BSL I Rebecca Baldwin hosted the series program "Teen Steam Explorers" on Thursday evenings. A total of 70 teens participated in the series that included making Cricut Stickers, learning to fly drones, experimenting with new ways to cook instant Ramen and screen printing a canvas.

On June 17, Parma-Powers

Branch BSA Jessica Robinson facilitated the program "Watercolor for Beginners," for 12 customers. The program provided an educational component, which covered things such as selecting appropriate supplies, color theory, mixing paints to create a color wheel, exploring painting techniques, the psychology involved in painting and other steps to success in watercolor art. The program also allowed customers to spend an hour experimenting with the skills they learned and working with watercolor pigments and other provided supplies. The attendees all came up with their own distinct color wheel pallets and unique artwork. Along with their vibrant creations, customers went home with additional, helpful resources, including handouts listing essential books on watercolor art, the names of helpful YouTube channels, and instructions on how to access the Creative Bug database.

System Highlights

The Adult Department hosted avid divers Georgann and Mike Wachter, who came to the **Solon Branch** on June 14 to share their experiences diving and discovering shipwrecks in Lake Erie. The Wachters brought incredible stories and footage of famous Erie wrecks as well as ones they personally located. They also displayed maritime artifacts they recovered from the depths. The audience of 52 could not get enough of the Wachters.

On June 27 and 29, Fairview Park Branch BSL I Ami Bray hosted six students in the first of her sewing programs – "Teen Sewing 101: Hand Sewing." The teens learned about what supplies are good to have in a well-stocked sewing box and basic hand-sewing stitches. The final project involved using conductive thread and LEDs to make a wearable LED bracelet! Half the attendees were successful in getting the LEDs to light up, with the remaining students just a few stitches shy of finishing during the class.

On June 3, local graffiti artist and The Pop Shop Studio owner R!ch Cihlar led three outdoor graffiti stencil workshop sessions at the **Parma-Snow Branch**. A total of 10 teen attendees learned the basics of creating graffiti artwork, beginning with intricate patterns on their canvases before accenting with more robust, bold designs. Windy weather made conditions challenging, but the teens adapted well and each left with a unique piece of artwork.

In June, the **Orange Branch** hosted University Hospitals' "Pet Pals" program on four Wednesdays for 98 participants in grades 2-5. Children read to specially trained dogs. The program has been shown to help struggling readers become more confident in their reading abilities. After the first week, Jessica, mom of fourth grader Libby, emailed Children's Librarian Maryanne Haller, to say, "Thank you so much for the nice program. My daughter had such a nice time!"

On June 15, **Bedford Branch** BSL Supervisor Paula Brosowski conducted a beginning computer class at the Bedford Heights Community Center. There were 10 participants. This was the first of the monthly computer classes that Brosowski will be teaching for Bedford Heights. It went well and everyone seemed to enjoy the class. It fits in well with the branch's digital literacy goals because it provides an opportunity to talk with the participants about online safety and managing one's digital footprint as well as keeping them informed of CCPL programs and services.

On June 17, the Warrensville Heights Branch held its 5th Annual Juneteenth Celebration! This year, attendees enjoyed live music, poetry, an American history discussion and a presentation from the Cleveland Association of Black Storytellers. As a special treat, there was a presentation from the editor of Man on a Mission, a book that chronicles the struggles and triumphs of the legendary Civil Rights Activist, James Meredith. More than 60 customers of all ages attended the event.

Also, on June 29, the Warrensville Heights Branch Innovation Center officially opened! More than 100 customers came to see Generalist Tessa Baer, ITD Specialist Matt Skvasik and Bay Village Branch Generalist Andrea Carroll demonstrate the Long Arm Quilting machine, the Sublimation Printer and Heat Press and the Embroidery machine. Customers enjoyed light refreshments outside the studio where they were also able to speak to the President of the African American Quilt and Doll Guild who was signing copies of her book, The Quilting Storyteller. The members of the guild have been helpful in promoting and using the Innovation Center and their enthusiasm rubbed off on everyone!

North Olmsted Branch Teen Librarian Katie
Power organized an opening celebration of the new Teen
Space on June 7 for students in grades 6 – 12. The
celebration included button making, a Sphero play course,
Cricut stickers, zine making and a special teen-lead
art piece that will remain in the Teen Space. Innovation
Programming Specialist Matt Skvasik helped with the
many activities. Fifty-five teens were brimming with
excitement over the new space. They enjoyed cookies
and connected with their peers and library staff through

The Garfield Heights Branch's monthly produce distribution continues to be a much needed and well-attended service. On June 7, BSL Supervisor Colin Marshall and Branch Manager Megan Barrett worked with six volunteers to serve a variety of produce to 171 households (serving a total of 443 people). Of the 171 households served, 35 were brand new customers!

each activity. It was a special day for our teen community.

Middleburg Heights Branch author events continue to do well. Thirty-five people came to see Katherine Reay on June 20 and 63 attended Victoria Benton Frank's talk on June 21. Benton Frank in particular had the crowd in stitches and there were many comments about how wonderfully entertaining she is!

System Highlights

On June 15, **Beachwood Branch** BSA II Kat Retting, in partnership with Mailey Lorio, Interim Director of the CWRU LGBT Center, presented "Community Connections: Pride Month" to nine enthusiastic family attendees. One grandma and granddaughter came to learn more about a sister who was a girl who loves her girlfriend who is a girl, ending the craft with making a flag in the lesbian pride colors for her sister.

Seven customers attended the Maple Heights Branch's "Libby, Kanopy & Hoopla, Oh My" – Digital Literacy program led by BSA I Charity Pruitt, which covered all three applications' catalogs, capabilities, download and sign up on various devices. The customers' digital literacy varied from needing hands-on help to search the web on their device, to independently downloading apps from the steps demonstrated. Attendees were pleasantly surprised to learn of the expansive collection across the apps and ease of access. Several stayed after to get additional assistance with downloading and logging in to ensure they were squared away before leaving.

Olmsted Falls Branch Teen Librarian Lee Ikimis held a "Coding with Arduino Camp" with eight individuals over four days, for a total attendance of 31 for the week. The teens learned the basics to start and then completed working projects like making a memory game and a video game controller. They enjoyed experimenting with the projects, trying to add extra buttons and lights to make the builds more complex.

On June 3, the **Berea Branch** welcomed more than 250 children and caregivers to a Summer Reading Kick-off Carnival. Guests enjoyed games, crafts and a scavenger hunt along with popcorn and free books provided by the Berea Kiwanis. The highlights of the afternoon were magic performances by The Amazing Jeffrey and balloon twisting by Flower Clown, whose line was consistently 15-20 people deep. Children enjoyed showing off their balloon creations, including mermaids, Pikachu, animals, basketball hoops, dragons, unicorns and more. Staff registered many enthusiastic children, teens and adults for the Summer Reading game and were glad to see so many excited community members eager to begin a reading-filled summer.

Fifteen customers celebrated the beginning of Pride Month at Pride Totes and Tees at the **Bay Village Branch**. After the Innovation Center Orientation, attendees got an in-depth look at the Direct-to-Garment printer and printed fun and festive designs onto t-shirts and tote bags to sport at Cleveland's Pride March.

The "Cooking with the 5 Senses" program at the South Euclid-Lyndhurst Branch was a great display of teamwork and collaboration! Branch Manager Steve Haynie and Social Work Manager Bryanta Spencer brainstormed and reached out to their networks to bring much needed education and resources to the community supporting his theme of health and wellness. The positive reception and waitlist indicate the need and excitement of those desiring to learn new information and make healthy lifestyle changes and choices. Middleburg Heights Branch Manager Ron Block and Fairview Park Branch Manager Jesse Sanders did a great job moderating the speaking portion and trivia. Antione the Artist and Angela the Nutritionist shared their story, provided education and graciously responded to extensive Q-and-A. ChefT and her team did an amazing job prepping the food while the Friends and Spencer organized the Farmers Market. Participants ranged from children to seniors. The room was filled with laughter, positive energy and community where seeds of new relationships were planted and plans for new collaborations blossomed. Many thanks to the South Euclid Community Center for providing their space and being so accommodating, the American Heart Association for the gift bags for participants, The Friends for the amazing raffle prizes and taking care of the presenters, the presenters: Antione, Angela, and Chef T for their time and talents and the Greater Cleveland Foodbank for exceeding expectations providing not only the Chef's wish list, but also an additional delivery of a variety of healthy options for all to enjoy and looking forward to creating more opportunities like this.

CUYAHOGA COUNTY PUBLIC LIBRARY REPORT OF THE CHIEF EXECUTIVE OFFICER JULY 25, 2023

ACTIVITIES OF THE CHIEF EXECUTIVE OFFICER

June 28

- Met with Monique Good, CCPL Chief Human Resources Officer
- Attended ORT Ohio Jurisprudence Awards 2023 in recognition of CCPL Trustee Patricia Shlonsky, along with CCPL Trustee Allyn Davies, and Trustee Edward Blakemore

June 29

- Meeting with CCPL Executive Leadership Team, Scott Morgan, CCPL Chief
 Operations Officer, Pamela Jankowski, CCPL Chief Public Services Officer, Hallie
 Rich, CCPL Communications & External Relations Officer, and Monique Good, CCPL
 Chief Human Resources Officer
- Meeting to discuss the new CCPL Parma Heights Branch, with CCPL Trustee Dean DePiero, and Trustee Allyn Davies, and Scott Morgan, CCPL Chief Operations Officer, Hallie Rich, CCPL Communications & External Relations Officer
- Meeting with Ben Crabtree, Senior Associate, Bialosky Cleveland, Pamela Jankowski, CCPL Chief Public Services Officer, to discuss Dauphin "Road Show" Business Interiors
- Participated in interviews with Design Firms; Moody Nolan, HBM Architects,
 Bialosky Cleveland, CBLH Design, and Group4 Architecture for the new CCPL
 Beachwood Branch
- Attended CCPL Warrensville Heights Branch Innovation Center Opening

June 30

 Participated in Interviews with Design Firms; Bialosky Cleveland, CBLH Design, and Group4 Architecture for the new CCPL Beachwood Branch

<u>July 3</u>

- Met with Pamela Jankowski, CCPL Chief Public Services Officer
- Meeting with Kiah Shapiro, Chief of Staff, Luci Creative, Sarah Anderson, Senior Art Director, Luci Creative, and Pamela Jankowski, CCPL Chief Public Services Officer

- Meeting with Mayor Kraus, City of Solon, Angee Shaker, Director of Economic Development, City of Solon, Scott Morgan, CCPL Chief Operations Officer, and Darlene Davis, CCPL Branch Manager, CCPL Solon Branch to discuss update on CCPL Solon Branch Addition/Renovation design and progress
- Participated in Metro Directors monthly conference call
- Met with Monique Good, CCPL Chief Human Resources Officer

- Meeting with CCPL Executive Leadership Team, Scott Morgan, CCPL Chief Operations Officer, Pamela Jankowski, CCPL Chief Public Services Officer, Hallie Rich, CCPL Communications & External Relations Officer, and Monique Good, CCPL Chief Human Resources Officer
- Attended and gave remarks at CCPL Volunteer Appreciation Event, at CCPL Orange Branch
- CCPL Orange Branch Visit with Anthony Furino, CCPL Orange Branch Manager, and staff

July 7

- Met with Monique Good, CCPL Chief Human Resources Officer
- Meeting to discuss CCPL Brooklyn VE/Cost Savings Review with, Ben Crabtree, Senior Associate, Bialosky Cleveland, Aaron Hill, Principal, Bialosky Cleveland, Mark Panzica, Vice President, Panzica Construction Company, Ken Flesse, Pre-Construction Lead, Panzica Construction Company, and Scott Morgan, CCPL Chief Operations Officer, Jeffrey Mori, CCPL Facilities Director, Pamela Jankowski, CCPL Chief Public Services Officer

July 10

- Meeting with Justin McCaulley, President, McCaulley&Company, Devon Eldridge, Associate, McCaulley&Company, and Hallie Rich, CCPL Chief Communications & External Relations Officer
- Attended and gave remarks at CCPL's Annual Reading the Green event, at Lakewood Country Club

July 11

 CCPL Brooklyn Branch Visit with Kathleen Sullivan, CCPL Brooklyn Branch Manager, and staff

July 12

- Met with Monique Good, CCPL Chief Human Resources Officer
- Met with Pamela Jankowski, CCPL Chief Public Services Officer
- Phone call with Edward Loder, President, The Rowfant Club
- CCPL Maple Heights Branch Visit with Deva Walker, CCPL Maple Heights Branch Manager, and staff

July 13

- Attended and gave remarks for CCPL Brooklyn Branch Groundbreaking, with Mayor Van Kirk, City of Brooklyn, CCPL Trustee Dean DePiero, CCPL Trustee Allyn Davies, and CCPL Trustee Patricia Shlonsky, and other State Officials and CCPL Staff
- 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

- Meeting with Marjorie Yano, Assistant Policy Director, Education, Office of Governor Mike DeWine and, Justin McCaulley, President, McCaulley&Company, and Camryn Pillar, Analyst, McCaulley&Company
- Met with Felton Thomas, Director, Cleveland Public Library (CPL)

- Met with Pamela Jankowski, CCPL Chief Public Services Officer
- Lay Of the Land Podcast Interview with Jeffrey Stern, Telling the stories of entrepreneurship and builders in Cleveland and throughout Northeast Ohio

July 18

- Met with Jessica Kanelos, CCPL Development Director
- Meeting to discuss next steps of new CCPL Parma Heights Branch with, Mayor Gallo, City of Parma Heights, and Ben Crabtree, Senior Associate, Bialosky Cleveland, Aaron Hill, Principal, Bialosky Cleveland, Scott Morgan, CCPL Chief Operations Officer, Jeffrey Mori, CCPL Facilities Director, and Krista Tokarz, Branch Manager, CCPL Parma Heights Branch
- CCPL Solon Branch Visit with Darlene Davis, CCPL Solon Branch Manager, and staff

July 19

- Met with Pamela Jankowski, CCPL Chief Public Services Officer, and Daniel Barden, CCPL Technical Services Director
- Met with Monique Good, CCPL Chief Human Resources Officer
- Meeting to discuss CCPL new Brooklyn Branch Furniture with, Ben Crabtree, Senior Associate, Bialosky Cleveland, Aaron Hill, Principal, Bialosky Cleveland, and Kate Walker, Associate Interior Design, Bialosky Cleveland, and Scott Morgan, CCPL Chief Operations Officer, Jeffrey Mori, CCPL Facilities Director, Pamela Jankowski, Chief Public Services Officer, Kathleen Sullivan, Branch Manager, CCPL Brooklyn Branch
- CCPL Fairview Park Branch Visit with Jesse Sanders, CCPL Fairview Park Branch Manager, and staff

July 20

- Meeting with CCPL Leadership Team, includes CCPL Executive Leadership Team, and Enda Bracken, CCPL Branch Services Director East, Holly Camino, CCPL Branch Services Director West, and Lane Edwards, CCPL Branch Services Director South, Daniel Barden, CCPL TSD Director, Jim Haprian, CCPL 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, and Terrance Echols, CCPL Director, Adult Education Services (AES)
- Meeting with Kate Howe, OCLC, Senior Library Services Consultant
- Presented CCPL Quarterly Town Hall Meeting
- Meeting with Mark Fiala, Organizational Architecture, Inc., Human Resources
 Consulting, Andrea Griffith, Manager of Human Resources, Wood & Lamping,
 and Ryan Sheehan, Principal Consultant, RS HR Consulting, and Monique Good,
 CCPL Chief Human Resources Officer
- Attended and gave remarks **Sound of Ideas** at CCPL Parma Snow Branch

- Attended CCPL Aspire all Staff meeting, along with Pamela Jankowski, Chief Public Services Officer, and Terrance Echols, CCPL Director, Adult Education Services (AES), at CCPL Maple Heights Branch
- Meeting with Rick Ortmeyer, Architect, Bostwick Design

- Meeting with Chris Ronayne, Cuyahoga County Executive, and Fedeli Group
- Met with Pamela Jankowski, CCPL Chief Public Services Officer
- Phone call with Janus Small, President and Founder, Janus Small Associates, LLC, and Pamela Fine, Associate, Janus Small Associates, LLC
- Met with Robert Rua, CCPL Marketing Director

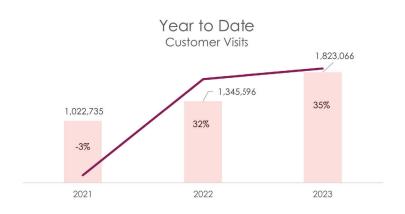
July 25

- Facilitated CCPL Finance Committee meeting
- Facilitated CCPL Board of Trustees meeting

Chief Executive Officer

Visits | June 2023

Year to Date



Monthly



Year-over-Year Growth

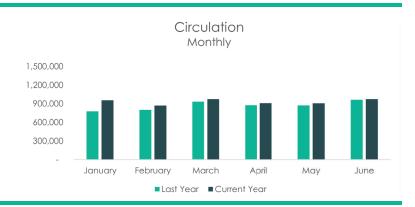


Circulation | June 2023

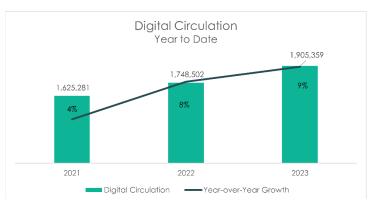
Year to Date Total Circulation



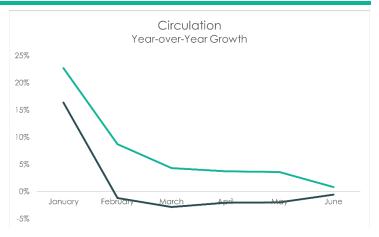
Monthly Total Circulation



Year to Date Digital Circulation

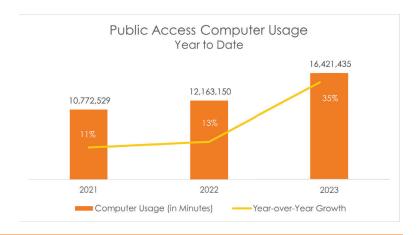


Year-over-Year Growth Total Circulation

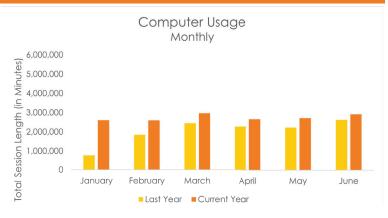


Computer Use | June 2023

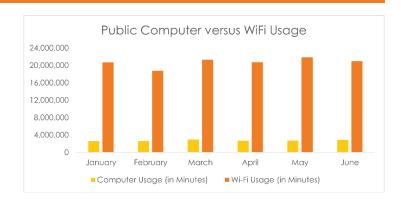
Year to Date



Monthly

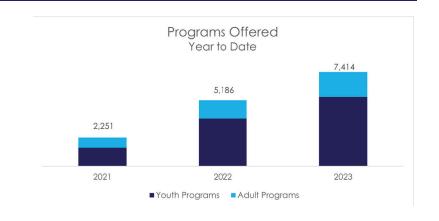


Public Computer VS. WiFi Usage

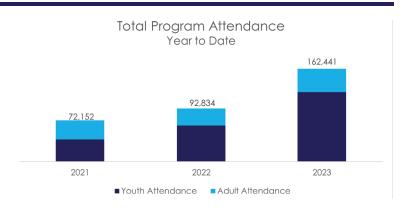


Programs | June 2023

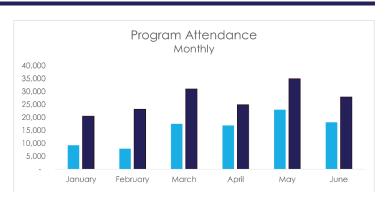
Year to Date Programs Offered



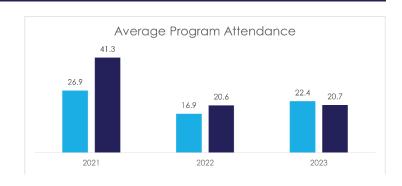
Year to Date Program Attendance



Monthly Program Attendance



Average Program Attendance



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HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-7

			APPO	OINTMEN	ITS					
NAME	POSITION	GRADE	SALARY	HOURS WEEK	COST CENTER	REPLACES	SALARY	REASON	HOURS WEEK	EFFECTIVE DATE
Caton, Emma	Branch Services Assistant I SUB	207	\$20.09	1	450114		\$20.09	New Hire	1	7/9/2023
Garcia, Eileen	NBU Page	OSP	\$12.00	12	MDH113		\$12.00	New Hire	12	7/3/2023
Kirby, Haydyn	NBU Page	OSP	\$12.00	10	BRV113		\$12.00	New Hire	10	6/25/2023
Mance, Chloe	NBU Page	OSP	\$12.00	12	MDH113	Jennifer Ashforth	\$12.00	New Hire	12	7/3/2023
Peters, Anthony	TSD Clerk - Receiving and Processing	204	\$14.49	40	705111	Wilfredo Gonzalez	\$14.49	New Hire	40	7/17/2023
Salamon, Jack	Branch Services Clerk	205	\$16.16	16	BRV111	Kimberly Andry	\$16.16	New Hire	16	7/5/2023
Taylor, Dione	Branch Services Librarian - Generalist	208	\$22.40	40	GFH111		\$22.40	New Hire	40	7/3/2023
Weppelman, Ellen	Branch Services Librarian SUB	208	\$22.40	1	450114		\$22.40	Rehire	1	7/9/2023

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-7

SEPARATIONS										
NAME	POSITION	COST CENTER	GRADE	SALARY	HRS WEEK	EFFECTIVE DATE				
Gibbs, Geneva	Branch Services Clerk	SEU111	205	\$17.48	16	7/21/2023				
Morrison, Marcus	Monitor Mentor	SEU112	OSM	\$23.68	15	6/28/2023				

	ANNIVERSARY PAY ADJUSTMENTS													
NAME	POSITION	COST CENTER	GRADE OLD	GRADE NEW	HOURS	SALARY OLD	SALARY NEW	EFFECTIVE DATE						
Bohlander, Deborah	NBU Page	BEA113	OEP	OSP	12	\$12.50	\$13.00	5/28/2023						
Carrillo, Claudia	NBU Page	MPL113	OEP	OSP	15	\$12.50	\$13.00	6/25/2023						
Dempsey, Jurnee	NBU Page	MPL113	OEP	OSP	15	\$12.50	\$13.00	6/25/2023						
Griffiths, Kelly	NBU Page	STV113	OEP	OSP	15	\$12.00	\$12.50	6/25/2023						
Kays, Carlotta	NBU Page	SEU113	OEP	OSP	15	\$12.50	\$13.00	7/9/2023						
Kupiec, Mildred	NBU Page	OLF113	OEP	OSP	15	\$12.00	\$12.50	7/9/2023						
Lucko, Nathaniel	NBU Page	BPK113	OEP	OSP	10	\$12.50	\$13.00	6/25/2023						
Moye, London	NBU Page	PAS113	OEP	OSP	15	\$12.50	\$13.00	7/9/2023						
Pastor, Marian	NBU Page	SLN113	OEP	OSP	15	\$12.00	\$12.50	7/9/2023						
Sellman, Aidan	NBU Page	STV113	OEP	OSP	15	\$12.00	\$12.50	6/25/2023						
Wilson, Samantha	NBU Page	MAY113	OEP	OSP	15	\$12.50	\$13.00	6/25/2023						

HUMAN RESOURCES DIVISION REPORT LIST NO. 2023-7

	RETIREMENTS													
NAME	POSITION	COST CENTER	GRADE	SALARY	HRS WEEK	HIRE DATE	LAST WORKING DAY							
Koziol, Tracy	TSD Assistant - Cataloging	701111	206	\$25.23	40	3/5/1991	6/30/2023							
Starcovic, Elizabeth	Branch Services Clerk	NRY111	205	\$21.93	28	5/7/2007	6/30/2023							

		CHA	NGES I	N HOL	JRS/S/	\LARY,	/TRAN:	SFERS					
NAME	POSITION	COST CENTER OLD	COST CENTER NEW	GRADE OLD	GRADE NEW			SALARY	SALARY NEW	REPLACES	REASON	HRS WEEK	EFFECTIVE DATE
Adams-Driscal, Toya	Branch Services Assistant SUB Branch Services Clerk SUB	SEU112 450114	450114 450114	OSH 207 205	207 205	15 1 1	1 1	\$22.24 \$20.09 \$16.16	\$20.09 \$16.16		Transfer to Substitute Status	1 1	7/9/2023
Atassi, Samir	Monitor Mentor Branch Services Assistant SUB	NOL112	NOL112 450114	OSM	OSM 207	10	10 1	\$22.24	\$22.24 \$20.09		Add Second Rate	10 1	6/25/2023
Barbour, Scott	Branch Services Assistant II Branch Services Librarian SUB	SEU111 450114	SEU111 450114	207 208	207 208	36 1	40 1	\$26.41 \$26.41	\$26.41 \$26.41		Temporary Hours Increase	40 1	6/11/2023
Barbour, Scott	Branch Services Assistant II Branch Services Librarian SUB	SEU111 450114	SEU111 450114	207 208	207 208	40 1	36 1	\$26.41 \$26.41	\$26.41 \$26.41		Temporary Hours Ended	36 1	6/25/2025
Bena, Jane	NBU Page	STV113 450114	STV113	OSP 205	OSP	15 1	15	\$13.00 \$16.16	\$13.00		Remove Second Rate	15	7/9/2023
Bessner, Amber	Branch Services Assistant II	GFH111	GFH111	207	207	28	28	\$23.27	\$23.97		Promotion	28	6/25/2023
Bickley, Kelly	Branch Services Librarian - Generalist	MDH111 450114	BEA111	207 208	208	20 1	20	\$23.27 \$23.27	\$24.43		Promotion	20	7/9/2023
Block, Ronald	Branch Manager	MDH112	MDH112	40	40	40	40	\$44.20	\$46.41	Holly Camino	Acting Position Begins	40	7/10/2023
Cawley, McKenna	Branch Services Clerk	450114	BPK111	205	205	1	16	\$16.16	\$16.16	Camille Graley	New Role	16	6/25/2023
Close, Kelly	Branch Services Clerk	450114	BPK111	205	205	1	16	\$16.16	\$16.16	Sandra Stonitsch	New Role	16	7/9/2023
Hunt, Heather	Branch Services Assistant SUB	BRV111	450114	207	207	16	1	\$21.09	\$20.09		Transfer to Substitute Status	1	6/25/2023
Johnson, Stephanie	Branch Services Librarian Supervisor	MAY111	MAY111	208	209	40	40	\$26.58	\$27.91	Stephanie Furino	Acting Position Begins	40	6/25/2023
Johnston, Robert	TSD Clerk	605112	702111	40	204	40	40	\$44.20	\$16.50	Charles Wirfel	New Role	40	7/9/2023
Kay, Megan	Branch Services Assistant I	NOL111	NOL111	207	207	28	36	\$21.09	\$21.09		Increase in Hours	36	6/25/2023
Kish, Eric	Media Services Coordinator Branch Services Clerk SUB	613111 450114	404111 450114	208 205	207 205	40 1	40 1	\$25.19 \$22.63	\$25.19 \$22.63		Acting Position Begins	40 1	7/10/2023

	CHANGES IN HOURS/SALARY/TRANSFERS													
NAME	POSITION	COST CENTER OLD	COST CENTER NEW	GRADE OLD				SALARY OLD	SALARY NEW	REPLACES	REASON	HRS WEEK	EFFECTIVE DATE	
MacGregor, Elise	Branch Services Assistant I	450114	BPK111	207	207	1	16	\$20.09	\$20.09		New Role	16	7/9/2023	
May, Kaleigh	NBU Page Branch Services Clerk SUB	MPL113	MPL113 450114	OSP	OSP 205	15	15 1	\$12.00	\$12.00 \$16.16		Add Second Rate	15 1	6/25/2023	
Moscollic, Kelly	TSD Assistant - Cataloging	702111	701111	204	206	40	40	\$20.29	\$21.30	Tracy Koziol	Promotion	40	7/9/2023	
Pollard, Dymond	NBU Page Branch Services Clerk SUB Branch Services Assistant SUB	BKL113 450114	BKL113 450114 450114	OSP 205	OSP 205 207	15 1	15 1 1	\$12.50 \$16.16	\$12.50 \$16.16 \$20.09		Add Third Rate	15 1 1	7/9/2023	
Russo, Rene	Branch Services Clerk	FPR111	IND111	205	205	24	16	\$18.89	\$18.89	Karen Haseley	Transfer	16	6/25/2023	
Sinnema, Amy	Branch Services Assistant I	MDH111	MDH111	207	207	16	32	\$23.74	\$23.74		Increase in Hours	32	7/9/2023	
Smith, David	Branch Services Assistant II Branch Services Librarian SUB	SEU111 450114	SEU111 450114	207 208	207 208	32 1	20 1	\$21.73 \$23.07	\$21.73 \$23.07		Temporary Hours Ended	20 1	6/25/2023	
Spreng, Erin	Branch Services Clerk Branch Services Assistant SUB	NOL111 450114	NOL111 450114	207 207	205 207	40 1	40 1	\$22.57 \$22.57	\$21.50 \$21.50		Acting Position Ended	40 1	7/9/2023	
Taylor, Joseph	Branch Services Clerk Supervisor Branch Services Librarian SUB	506111 450114	NOL111 450114	209 208	207 207	40 1	40 1	\$27.11 \$27.11	\$25.82 \$25.82		Acting Position Ended	40 1	7/9/2023	
Thurau, Darlene	Branch Services Assistant SUB	504113 450114	450114	OSR 207	207	14 1	1	\$22.24 \$20.09	\$20.09		Transfer to Substitute Status	1	7/9/2023	
Wallace, Holly	Branch Services Clerk SUB	PAS111	450114	205	205	16	1	\$17.31	\$16.16		Transfer to Substitute Status	1	6/25/2023	
Wang, Linda	Monitor Mentor Branch Services Clerk SUB Branch Services Assistant SUB	NOL112	NOL112 450114 450114	OSM	OSM 205 207	15	15 1 1	\$22.24	\$22.24 \$16.16 \$20.09		Add Second and Third Rate	15 1 1	6/25/2023	
Wright, Brian	Shipping & Fleet Services Manager	605111	605112	205	40	40	40	\$17.83	\$32.81	Robert Johnston	Acting Position Begins	40	6/25/2025	
Zumack, Magdalena	NBU Page	504113	NRY113	OST	OSP	10	15	\$12.00	\$12.00		New Role	15	6/25/2023	

			CON	FERENCE AND MEETING ATTENDANCE
NAME	DATE (S)	AMOUNT	MILEAGE	MEETING
Bartlett, Wendy	09/26/2023 - 09/29/2023	\$1,100.00	\$ 303.92	OLC Conference and Expo / Ohio Library Council / Cincinnati, OH
Brown, Lisa	7/12/2023	\$25.00	\$ -	Employment Law Update / Akron SHRM / Akron, OH
Dickerson, Eboni	09/26/2023 - 09/29/2023	\$1,100.00	\$ 317.02	OLC Conference and Expo / Ohio Library Council / Cincinnati, OH
Haller, Maryanne	8/4/2023	\$199.27	\$ 164.27	OLC Outreach and Special Services Retreat / Ohio Library Council / Dublin, OH
Haynes, Traci	10/30/2023 - 11/01/2023	\$995.00	\$ -	SHRM / Society for Homan Resource Management / Savannah, GA
Kappelman, Kalyn	09/27/2023 - 09/29/2023	\$1,092.53	\$ 279.03	OLC Conference and Expo / Ohio Library Council / Cincinnati, OH
Liedtke, Julie	09/27/2023 - 09/28/2023	\$724.05	\$ 334.05	OLC Conference and Expo / Ohio Library Council / Cincinnati, OH
Lowther, Chad	09/27/2023 - 09/29/2023	\$1,100.00	\$ 315.71	OLC Conference and Expo / Ohio Library Council / Cincinnati, OH
Schreiber, Mary	09/26/2023 - 09/28/2023	\$1,100.00	\$ 25.68	OLC Conference and Expo / Ohio Library Council / Cincinnati, OH
Slater, Mary	09/27/2023 - 09/29/2023	\$1,100.00	\$ 306.47	OLC Conference and Expo / Ohio Library Council / Cincinnati, OH
Slater, Mary	8/4/2023	\$43.84	\$ 8.84	OLC Outreach and Special Services Retreat / Ohio Library Council / Dublin, OH
Walker, Jade	09/26/2023 - 09/28/2023	\$953.34	\$ 28.82	OLC Conference and Expo / Ohio Library Council / Cincinnati, OH
		\$9,533.03		

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Financial Statement Analysis June 2023

Revenues

We did not receive any distributions for either of our property tax levies (2.5 and 1.0 Mills) from the County. We have already received advances and the first half settlement. (We received our first, second half advance in July as will be reported on the July report.)

Our monthly distribution for the PLF was received in the amount of \$2,528,019.06. The last budget estimate from the Ohio Department of Budget and Management was received and is showing more than what we have budgeted. We will continue to monitor the amounts received monthly. This monthly distribution is more than we received in June 2022.

Patron Fines and Fees collected in June were slightly more than last year. Although passport fees were down slightly, we did receive more than last year for passport photos.

We continue to see an increase in the amount of interest we are receiving on our investments. We will continue to monitor this account and may need to increase the revenue budget towards the end of the year to account for this increase.

The remainder of the revenue accounts are where we would expect them to be halfway through our fiscal year.

Expenses

The Salaries and Benefits accounts for six months into our fiscal year are within budget.

The Library Materials accounts reflect an overall expense and encumbrance of 60.2%. This is typical as the first half of the year is a larger buying time for materials.

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

Please note we have also updated the Capital Fund projects to reflect all the current expenses and encumbrances for the projects.

<u>Investments</u>

There were five purchases of Commercial Paper purchased for the month as follows:

Citigroup Global Markets, Inc \$410,000 at a yield of 5.53% JP Morgan Securities LLC \$1,500,000 at a yield of 5.79% JP Morgan Securities LLC \$1,500,000 at a yield of 5.79% Usbna/Cp \$500,000 at a yield of 5.51% Dbtc Americas \$500,000 at a yield of 5.92%

Transfers and Advances

There was one transfer for the month:

\$57,560.00 from the General Fund into ASPIRE for the 4th Quarter matach.

CUYAHOGA COUNTY PUBLIC LIBRARY General Fund REVENUE

REVE									
	l 2023 -June								50% of Yea
	General Fund	2023	2022 Final	2023 MTD	2022 MTD	2023 YTD	2022 YTD	2023 %	2023
No.	Line Item Description	Revenue	Revenue	Received	Received	Received	Received	Received	Balance Notes
1200	General Property Taxes	\$58,128,450.00	\$58,211,919.16	\$0.00	\$0.00	\$32,306,808.02	\$31,655,406.58	55.6%	(\$25,821,641.98)
	Gen Prop Taxes-Rel Estate 2.5 Mills	\$39,428,450.00	\$39,468,008.53	\$0.00	\$70.95	\$21,965,872.63	\$21,511,468.10	55.7%	(\$17,462,577.37)
	Gen Prop Taxes-Rel Estate 1.0 Mills	\$18,700,000.00	\$18,743,910.63	\$0.00	\$0.00	\$10,340,935.39	\$10,143,938.48	55.3%	(\$8,359,064.61)
1250	Intergovernmental	\$30,654,620.75	\$31,116,767.95	\$2,528,019.06	\$2,314,839.70	\$15,650,378.92	\$15,618,386.09	51.1%	(\$15,004,241.83)
	Public Library Fund	\$25,883,070.75	\$26,345,222.57	\$2,528,019.06	\$2,314,839.70	\$13,290,717.75	\$13,246,991.92	51.3%	(\$12,592,353.00)
	Property Taxes	\$4,771,550.00	\$4,771,545.38	\$0.00	\$0.00	\$2,359,661.17	\$2,371,394.17	49.5%	(\$2,411,888.83)
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	\$800,000.00	\$903,319.09	\$78,182.87	\$72,803.56	\$699,784.32	\$460,671.24	87.5%	(\$100,215.68)
0100	Fines and Fees Income	\$50,000.00	\$50,060.47	\$4,625.14	(\$245.90)	\$18,705.01	\$27,948.03	37.4%	(\$31,294.99)
		\$559,400.00		\$53,305.00	, , ,	\$492,800.00		88.1%	(\$66,600.00)
	Passport Fee		\$627,570.00	· ·	\$53,865.00		\$320,110.00		, , ,
	Passport Photo Fee	\$180,000.00	\$216,220.00	\$20,030.00	\$18,990.00	\$172,480.00	\$108,300.00	95.8%	(\$7,520.00)
	Electric Vehicle Charging	\$600.00	\$562.37	\$91.48	\$56.96	\$310.81	\$56.96	0.0%	(\$289.19)
	Meeting Room Rental Fees	\$10,000.00	\$8,906.25	\$131.25	\$137.50	\$15,488.50	\$4,256.25	154.9%	\$5,488.50
4000	Interest	\$300,000.00	\$332,469.88	\$45,585.07	\$9,734.31	\$260,311.79	\$31,788.23	86.8%	(\$39,688.21)
5500	Services Provided Other Entities	\$5,000.00	\$6,006.00	\$129.00	\$17.00	\$4,132.35	\$5,116.00	82.6%	(\$867.65)
6100	Restricted Gifts	\$0.00	\$149,414.22	\$0.00	\$0.00	\$0.00	\$6,654.22	0.0%	\$0.00
6500	Unrestricted Gifts	\$100,000.00	\$1,158.04	\$873.00	\$0.00	\$11,342.33	\$226.49	11.3%	(\$88,657.67)
8100	Sale of Property	\$25,000.00	\$21,432.77	\$0.00	\$2,802.77	\$7,543.23	\$2,922.77	30.2%	(\$17,456.77)
8200	Sale of Resale Supplies	\$87,220.00	\$83,754.94	\$7,483.63	\$6,911.62	\$51,794.98	\$37,517.18	59.4%	(\$35,425.02)
8300	Rental of Real Property	\$23,110.00	\$21,180.50	\$1,925.50	\$1,925.50	\$9,627.50	\$9,627.50	0.0%	(\$13,482.50)
8700	Refunds and Reimbursements	\$152,670.00	\$233,593.94	\$13,017.32	\$1,982.69	\$64,745.11	\$15,881.05	42.4%	(\$87,924.89)
8900	Miscellaneous	\$12,000.00	\$18,620.39	\$97.00	\$10,173.32	\$5,280.24	\$12,709.65	44.0%	(\$6,719.76)
9800	Advances In	\$45,540.85	\$146,396.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$45,540.85)
9900	Transfers In	\$0.00	\$68,881.01	\$0.00	\$0.00	\$0.00	\$653.47	0.0%	\$0.00
3300	Carryover	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$500,000.00	\$500,000.00	100.0%	\$0.00
	Carryover	φ500,000.00	\$300,000.00	φυ.υυ	φυ.υυ	φ300,000.00	φ300,000.00	100.070	\$0.00
	TOTAL General Fund	\$90,833,611.60	\$91,814,913.89	\$2,675,312.45	\$2,421,190.47	\$49,571,748.79	\$48,357,560.47	54.6%	(\$41,261,862.81)
	TOTAL Capital Fund - 402	\$750,000.00	\$19,514,789.94	\$353,728.61	\$17,555.99	\$1,132,837.31	\$613,604.26	151.0%	\$382,837.31
	TOTAL Note Retirement Fund - 301	\$4,497,008.77	\$4,481,224.54	\$17,617.83	\$0.00	\$4,517,463.64	\$4,449,855.85	100.5%	\$20,454.87
	TOTAL Trust Fund (Regular) - 701	\$25,000.00	\$102,194.12	\$8,478.33	\$5,543.02	\$44,887.75	\$50,855.80	179.6%	\$19,887.75
	TOTAL Trust Fund (Special) - 702	\$65,000.00	\$69,759.16	\$6,131.99	\$1,310.90	\$36,978.33	\$49,619.89	56.9%	(\$28,021.67)
	TOTAL Endowment Fund - 801	\$250.00	\$326.63	\$77.23	\$18.23	\$434.08	\$46.10	173.6%	\$184.08
	TOTAL Agency Fund (FSA) - 901	\$80,000.00	\$86,002.50	\$8,623.05	\$7,151.42	\$52,107.38	\$43,169.78	65.1%	(\$27,892.62)
	TOTAL Libraries Accelerated Learning - 222	\$428,157.56	\$0.00	\$0.00	\$0.00	\$55,846.43	\$0.00	13.0%	(\$372,311.13)
	TOTAL Project Build - 223	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
	TOTAL My Com Neighborhood - 242	\$0.00	\$32,499.67	\$0.00	\$0.00	\$0.00	\$32,499.67	0.0%	\$0.00
	TOTAL Memory Lab Grant - 243	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
	TOTAL WVH Garden Grant - 244	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	0.0%	\$0.00
	TOTAL Adult Education Services - 247	\$2,440,264.62	\$1,670,824.11	\$71,385.32	\$120,923.71	\$721,839.18	\$722,051.29	29.6%	(\$1,718,425.44)
 	TOTAL Family Engagement - 249	\$272,152.00	\$147,299.05	\$216.76	\$20,000.00	\$58,298.10	\$52,000.00	21.4%	(\$213,853.90)
-	TOTAL Panny Engagement - 249 TOTAL IPAD Lab - 253	\$272,132.00	\$0.00	\$0.00	\$20,000.00	\$30,298.10	\$0.00	0.0%	\$0.00
		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		
	TOTAL Food & Culinary Literacy Program				\$0.00			0.0%	\$0.00
-	TOTAL Hotspot Lending Program	\$120,000.00	\$255,170.28	\$0.00	\$0.00	\$0.00	\$125,000.00	0.0%	(\$120,000.00)
	TOTALDigital Literacy- 265	\$440,404.00	\$91,000.00	\$0.00	\$0.00	\$33,250.00	\$33,250.00	0.0%	(\$407,154.00)
	TOTALOH EPA Charging Station- 266	\$0.00	\$26,806.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
	TOTALSLN Innovaton Center- 267	\$850,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$0.00	0.0%	(\$600,000.00)
	TOTAL Student Success - 270	\$570,617.25	\$211,726.90	\$0.00	\$0.00	\$75,000.00	\$65,000.00	13.1%	(\$495,617.25)
	TOTAL Summer Camps - 280	\$0.00	\$98,946.00	\$0.00	\$5,000.00	\$0.00	\$39,500.00	0.0%	\$0.00
	TOTAL Special School Program 293	\$39,297.25	\$118,567.15	\$35.00	\$10,000.00	\$15,874.84	\$42,962.63	40.4%	(\$23,422.41)
	ODAND TOTAL AT 5 1	A404 440 T00 07	446 704 040 54	40.444.000.55	40.000.000.	AFO =00 =0= 00	A	== 54/	(644.045.405.00)
<u> </u>	GRAND TOTAL All Funds	\$101,413,763.05	\$118,724,049.94	\$3,141,606.57	\$2,608,693.74	\$56,568,565.83	\$54,678,975.74	55.8%	(\$44,845,197.22)

Acct Content Fund Page	CUYAR	HOGA COUNTY PUBLIC LIBRARY											
March Control Contro													
Acct Consequent													50% of Year
March Marc			2023	2022 C/O	2022 Final	2023 MTD	2022 MTD	2023 YTD	2022 YTD	2023 Enc +	2023	2023%	2023
Marche M									_				Balance
15 Source												<u> </u>	
Mary				\$0.00	\$20,220,850,22	\$2 372 055 50	\$2 224 022 88	¢15 525 146 27	\$14.407.061.06	\$0.00	\$15 525 1 <i>1</i> 6 27	50.4%	\$15 27A 853 73
Page		1 7				·							
SIGN TOTAL - SALAMES A SALAMES S		, ,				·							
	1300	. ,			•								
200 Property Mathematical Register \$15,000 \$11,000 \$11,000 \$11,000 \$11,000 \$11,000 \$11,000 \$11,000 \$10,0				φυ.υυ	\$40,001,749.00	\$3,222,042.32	\$3,004,073.34	\$21,100,700.30	\$20,003,007.23	\$0.00	\$21,100,700.30	30.176	φ21,111,2 9 3.70
Supplement Fund & Stupplement & 18,000		• • • • • • • • • • • • • • • • • • • •			•						. ,		\$291,336.37
Supplies for Readin Supplies for Reading Supplies for Rea					•				· · · · · · · · · · · · · · · · · · ·				\$519.41
SUBTOTAL - SUPPLIES					-		-		-				\$161.12
	2500	• • •											\$10,065.00
1909 Communications-Printing & Publications \$150,055.00 \$150,000 \$1		SUBTOTAL SUPPLIES	\$1,518,000.00	\$71,723.53	\$1,245,208.72	\$66,969.92	\$88,833.42	\$679,007.66	\$548,525.30	\$608,633.97	\$1,287,641.63	81.0%	\$302,081.90
	3000s	PURCHASED & CONTRACTED SERVICES	17.1%										
State Stat	3100	Travel & Meeting Expenses	\$180,185.00	\$0.00	\$122,327.10	\$8,121.07	\$5,027.75	\$35,618.55	\$33,229.22	\$0.00	\$35,618.55	19.8%	\$144,566.45
Substitution	3200	Communications-Printing & Publications	\$1,313,315.00	\$0.00	\$1,398,864.02	\$66,956.83	\$146,724.46	\$679,172.65	\$674,760.32	\$428,289.46	\$1,107,462.11	84.3%	\$205,852.89
State Stat	3300	Property Maintenance & Repair Service	\$5,368,587.00	\$428,508.76	\$5,785,426.62	\$394,286.58	\$602,941.75	\$2,681,269.96	\$2,264,285.95	\$2,501,097.66	\$5,182,367.62	89.4%	\$614,728.14
	3400	Insurance	\$377,300.00	\$0.00	\$362,738.44	\$0.00	\$0.00	\$64,590.00	\$59,071.00	\$312,710.00	\$377,300.00	100.0%	\$0.00
1906 1906 1906 190	3500	Rents and Leases	\$1,179,785.00	\$24,500.00	\$612,860.85	\$50,358.37	\$60,480.51	\$520,227.74	\$334,620.02	\$682,703.18	\$1,202,930.92	99.9%	\$1,354.08
Other Contracted Services \$2,73,75100 \$22,065,050	3600	Utilities	\$1,697,025.00	\$0.00	\$1,425,946.05	\$106,964.74	\$102,161.14	\$737,368.03	\$717,692.51	\$0.00	\$737,368.03	43.5%	\$959,656.97
SUBTOTAL - CONTRACTED SERVICES \$15,525,000.00 \$1,222,460.93 \$14,833,784 \$19,009.16 \$7,831,719.22 \$6,827,396.70 \$6,827,396.70 \$7,831,719.22 \$6,827,396.70 \$6,827,396.70 \$7,831,719.22 \$1,936,774.20 \$1,946,775 \$1,936,774.20 \$1,946,775	3700	Professional Services	\$2,654,042.00	\$495,427.17	\$3,067,294.75	\$131,712.31	\$170,515.00	\$1,550,845.50	\$1,257,053.34	\$1,596,913.79	\$3,147,759.29	99.9%	\$1,709.88
ADDRESSOR ADDR	3900	Other Contracted Services	\$2,754,761.00	\$274,025.00	\$2,058,335.57	\$70,999.53	\$110,228.57	\$1,662,086.79	\$1,286,677.74	\$1,360,619.36	\$3,022,706.15	99.8%	\$6,079.85
Books & Pamphiets S.77,400.00 S.846,45.64 37,827.276 \$468,90.75 379,388.67 \$4,902.131.29 \$4,957.075 \$18,774.22 \$4,959.673.55 \$5.99 \$32,210.77 Periodicals S.150,000.00 S.00.00 S.77,784.00 \$151,782.00 \$150,781.82 \$1,082.296.77 \$11,621.43 \$33,061.05 \$502,182.41 \$542,766.45 \$156,042.05 \$15,247.30 \$160,044.63 \$1768.20.04 40.95		SUBTOTAL CONTRACTED SERVICES	\$15,525,000.00	\$1,222,460.93	\$14,833,793.40	\$829,399.43	\$1,198,079.18	\$7,931,179.22	\$6,627,390.10	\$6,882,333.45	\$14,813,512.67	88.5%	\$1,933,948.26
Books & Pamphiets S.77,400.00 S.846,45.64 37,827.276 \$468,90.75 379,388.67 \$4,902.131.29 \$4,957.075 \$18,774.22 \$4,959.673.55 \$5.99 \$32,210.77 Periodicals S.150,000.00 S.00.00 S.77,784.00 \$151,782.00 \$150,781.82 \$1,082.296.77 \$11,621.43 \$33,061.05 \$502,182.41 \$542,766.45 \$156,042.05 \$15,247.30 \$160,044.63 \$1768.20.04 40.95	40000	LIBBARY MATERIALS & INCORMATION	11.00/										
Particulation Sing				\$2.46 G.45 Q.4	67 EEO 074 E4	\$640.602.75	¢750 250 04	¢4 002 424 20	¢4.054.024.04	¢047 540 06	¢4 000 672 55	69.00/	¢2 240 072 20
Audiovisual Material S1,729,000,00 S109,78182 S1,028,25967 S111,621.49 S32,061.05 S52,851.44 S542,166.49 S16,046.63 S76,220.04 40.9% S1,111,557		'								. ,	. , ,		. , ,
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						· ·	· ·						
4900 Ubrary Materials-Other		- ·					-				, ,		\$0.00
SUBTOTAL - LIBRARY MATERIALS \$10,000,000,00 \$504,437.66 \$10,048,073.29 \$892,563.59 \$904,937.71 \$5,335,032.03 \$5,246,507.18 \$990,582.94 \$6,325,614.97 \$60.27 \$41,78,822.00						· ·							
5000s CAPITAL OUTLAY 7.0% S.0.0 \$0.00	4300												
Substitute				\$304,437.00	\$10,040,073.29	φ092,303.39	\$904,937.71	\$0,333,032.03	\$3,240,301.10	φ990,302.9 4	\$0,323,014.97	00.278	φ4,170,022.09
Sulfiding Improvements		1											
Furniture & Equipment					-	· ·							\$0.00
State Stat		<u> </u>							· · · · · · · · · · · · · · · · · · ·				\$55,636.00
SUBTOTAL - CAPITAL OUTLAY \$6,351,500.00 \$1,307,276.42 \$1,561,599.50 \$986,840.33 \$15,097.35 \$1,666,004.87 \$5673,874.58 \$3,529,643.13 \$5,195,648.00 \$6.78 \$2,463,128													\$2,368,864.62
7000s OTHER OBJECTS 0.1% Substitution 566,450.00 \$0.00 \$67,547.92 \$1,678.00 \$451.00 \$45,723.03 \$48,566.92 \$19,600.00 \$65,323.03 98.3% \$1,121 7200 Taxes and Assessments \$31,945.00 \$0.00 \$29,889.54 \$2,021.87 \$1,486.27 \$20,329.37 \$14,278.77 \$0.00 \$20,329.37 63.6% \$11,615 7500 Refunds and Reimbursements \$3,810.00 \$0.00 \$3,47.95 \$1,335.36 \$123.30 \$3,611.82 \$1,878.71 \$0.00 \$3,611.82 94.8% \$19,900.00 \$3,611.82 94.8% \$19,900.00 \$3,611.82 \$1,878.71 \$0.00 \$3,611.82 94.8% \$19,900.00 \$3,611.82 \$1,878.71 \$0.00 \$3,611.82 94.8% \$19,900.00 \$3,611.82 \$1,900.00 \$3,611.82 \$1,900.00 \$3,611.82 \$1,900.00 \$3,611.82 \$1,900.00 \$3,611.82 \$1,900.00 \$3,611.82 \$1,900.00 \$3,611.82 \$1,900.00 \$3,611.82 \$1,900.00 \$3,611.82 \$1,900.00 \$1,900.00	5700								· · · · · · · · · · · · · · · · · · ·				\$38,627.80
Transfers to Other Funds Substotal - Transfers out Stagonomous S		SUBTOTAL CAPITAL OUTLAY	\$6,351,500.00	\$1,307,276.42	\$1,561,599.50	\$986,840.33	\$157,097.35	\$1,666,004.87	\$673,874.58	\$3,529,643.13	\$5,195,648.00	67.8%	\$2,463,128.42
Taxes and Assessments \$31,945.00 \$0.00 \$29,889.54 \$2,021.87 \$1,486.27 \$20,329.37 \$14,278.77 \$0.00 \$20,329.37 63.6% \$11,611	7000s	OTHER OBJECTS	0.1%										
7500 Refunds and Reimbursements \$3,810.00 \$0.00 \$3,347.95 \$1,335.36 \$123.30 \$3,611.82 \$1,978.71 \$0.00 \$3,611.82 94.8% \$199 7900 Other Miscellaneous Expenses \$3,295.00 \$2,000.00 \$2,607.71 \$1,700.00 \$62.43 \$4,747.49 \$1,110.64 \$300.00 \$5,047.49 95.3% \$247 SUBTOTAL OTHER OBJECTS \$105,500.00 \$2,000.00 \$103,393.12 \$6,735.23 \$2,123.00 \$74,411.71 \$65,835.04 \$19,900.00 \$94,311.71 87.7% \$13,888 8000s CONTINGENCY 0.1% 0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$94,311.71 87.7% \$13,881 8999 Contingency \$133,611.60 \$0.00	7100	Dues and Memberships	\$66,450.00	\$0.00	\$67,547.92	\$1,678.00	\$451.00	\$45,723.03	\$48,566.92	\$19,600.00	\$65,323.03	98.3%	\$1,126.97
Other Miscellaneous Expenses \$3,295.00 \$2,000.00 \$2,607.71 \$1,700.00 \$62.43 \$4,747.49 \$1,110.64 \$300.00 \$5,047.49 95.3% \$241	7200	Taxes and Assessments	\$31,945.00	\$0.00	\$29,889.54	\$2,021.87	\$1,486.27	\$20,329.37	\$14,278.77	\$0.00	\$20,329.37	63.6%	\$11,615.63
SUBTOTAL OTHER OBJECTS \$105,500.00 \$2,000.00 \$103,393.12 \$6,735.23 \$2,123.00 \$74,411.71 \$65,835.04 \$19,900.00 \$94,311.71 \$7.7% \$13,188	7500	Refunds and Reimbursements	\$3,810.00	\$0.00	\$3,347.95	\$1,335.36	\$123.30	\$3,611.82	\$1,878.71	\$0.00	\$3,611.82	94.8%	\$198.18
8000s CONTINGENCY 0.1% Substitution \$0.00	7900	Other Miscellaneous Expenses	\$3,295.00	\$2,000.00	\$2,607.71	\$1,700.00	\$62.43	\$4,747.49	\$1,110.64	\$300.00	\$5,047.49	95.3%	\$247.51
8999 Contingency \$133,611.60 \$0.00		SUBTOTAL OTHER OBJECTS	\$105,500.00	\$2,000.00	\$103,393.12	\$6,735.23	\$2,123.00	\$74,411.71	\$65,835.04	\$19,900.00	\$94,311.71	87.7%	\$13,188.29
8999 Contingency \$133,611.60 \$0.00	80000	CONTINGENCY	n 1%									<u>"</u>	
SUBTOTAL CONTINGENCY \$133,611.60 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$133,611 9000s TRANSFERS OUT 16.4% \$0.00 \$45,540.85 \$0.00 <td></td> <td></td> <td></td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>0.0%</td> <td>\$133,611.60</td>				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$133,611.60
9000s TRANSFERS OUT 16.4% \$0.00 \$45,540.85 \$0.00 <td>5555</td> <td></td> <td>\$133,611.60</td>	5555												\$133,611.60
9899 Advances to Other Funds \$0.00				φυ.υυ	φυ.υυ	φυ.υυ	φυ.υυ	φυ.υυ	φυ.υυ	φυ.υυ	φυ.υυ	0.070	ψ133,011.00
999 Transfers to Other Funds \$14,900,000.00 \$0.00 \$23,457,520.92 \$57,560.00 \$59,794.42 \$4,582,090.33 \$4,606,569.71 \$0.00 \$4,582,090.33 30.8% \$10,317,909 \$0.00 \$0.00 \$14,582,090.00 \$0.00 \$23,503,061.77 \$57,560.00 \$59,794.42 \$4,582,090.33 \$4,606,569.71 \$0.00 \$4,582,090.33 30.8% \$10,317,909 \$0.00 \$10,317,909													
SUBTOTAL TRANSFERS OUT \$14,900,000.00 \$0.00 \$23,503,061.77 \$57,560.00 \$59,794.42 \$4,582,090.33 \$4,606,569.71 \$0.00 \$4,582,090.33 30.8% \$10,317,909					. ,						<u> </u>		\$0.00
	9999						-						\$10,317,909.67
GRAND TOTAL General Fund \$90,833,611.60 \$3,107,898.54 \$91,356,878.88 \$6,062,111.02 \$5,474,938.62 \$41.456,432.12 \$37,834,363.16 \$12.031.093.49 \$53,487.525.61 56.9% \$40.453.984		SUBTOTAL TRANSFERS OUT	\$14,900,000.00	\$0.00	\$23,503,061.77	\$57,560.00	\$59,794.42	\$4,582,090.33	\$4,606,569.71	\$0.00	\$4,582,090.33	30.8%	\$10,317,909.67
		GRAND TOTAL General Fund	\$90,833,611.60	\$3,107,898.54	\$91,356,878.88	\$6,062,111.02	\$5,474,938.62	\$41,456,432.12	\$37,834,363.16	\$12,031,093.49	\$53,487,525.61	56.9%	\$40,453,984.53

CUYAHOGA COUNTY PUBLIC LIBRARY BUDGET EXPENDITURE STATUS Fiscal 2023 June

50% of Year

i iscai z	023 June											50% or Year
FUND	Line Item Description	2023 Appropriation	2022 C/O Encumbrance	2022 Final Expended	2023 MTD Expended	2022 MTD Expended	2023 YTD Expended	2022 YTD Expended	2023 ENC + PY Enc	2023 Exp+Enc	2023 % Exp+Enc	2023 Balance
222	TOTAL Libaries Accelerated Learning	\$428,157.56	\$0.00	\$0.00	\$23,021.66	\$0.00	\$108,396.63	\$0.00	\$62,737.33	\$171,133.96	40.0%	\$257,023.60
223	TOTAL Project Build	\$25,622.89	\$0.00	\$14,990.20	\$0.00	\$0.00	\$139.38	\$14,965.50	\$0.00	\$139.38	0.5%	\$25,483.51
242	TOTAL MyCom Neighborhood	\$1,154.61	\$0.00	\$80,351.51	\$0.00	\$0.00	\$1,154.61	\$80,351.51	\$0.00	\$1,154.61	0.0%	\$0.00
244	TOTAL WVH Garden Grant	\$3,075.86	\$0.00	\$1,970.81	\$0.00	\$847.61	\$0.00	\$1,047.32	\$250.00	\$250.00	8.1%	\$2,825.86
247	TOTAL Adult Education Services	\$2,704,162.75	\$0.00	\$1,599,840.58	\$200,586.29	\$190,121.44	\$887,551.11	\$795,385.85	\$26,369.90	\$913,921.01	33.8%	\$1,790,241.74
249	TOTAL Family Engagement	\$309,066.50	\$0.00	\$165,384.55	\$17,567.94	\$20,921.95	\$99,248.42	\$59,098.56	\$60,496.42	\$159,744.84	0.0%	\$149,321.66
253	TOTAL IPAD Lab	\$0.00	\$0.00	\$33.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
256	TOTAL Food & Culinary Literacy Programs	\$32,001.35	\$0.00	\$1,064.08	\$561.67	\$0.00	\$3,498.61	\$0.00	\$0.00	\$3,498.61	10.9%	\$28,502.74
257	TOTAL Hotspot Lending Program	\$130,170.28	\$0.00	\$245,000.00	\$8,750.00	\$29,960.78	\$56,575.33	\$58,580.38	\$33,424.67	\$90,000.00	69.1%	\$40,170.28
265	TOTALDigital Literacy	\$542,212.65	\$0.00	\$222,668.71	\$7,879.00	\$31,476.75	\$50,175.68	\$167,392.11	\$0.00	\$50,175.68	9.3%	\$492,036.97
266	TOTALOH EPA Charging Station Grant	\$0.00	\$0.00	\$26,806.00	\$0.00	\$0.00	\$0.00	\$15,930.00	\$0.00	\$0.00	0.0%	\$0.00
267	TOTAL SLN Innovation Center	\$850,000.00	\$0.00	\$0.00	\$6,435.00	\$0.00	\$6,435.00	\$0.00	\$318,815.00	\$325,250.00		\$524,750.00
270	TOTAL Student Success	\$571,117.25	\$0.00	\$215,204.29	\$6,217.12	\$7,460.80	\$163,827.86	\$116,936.24	\$0.00	\$163,827.86	28.7%	\$407,289.39
280	TOTAL Summer Camps	\$61,067.82	\$0.00	\$37,878.18	\$25,868.03	\$6,770.88	\$33,583.16	\$29,957.68	\$18,705.73	\$52,288.89	0.0%	\$8,778.93
293	TOTAL Special School Programming	\$39,297.25	\$0.00	\$182,764.37	\$1,876.18	\$18,604.00	\$10,336.18	\$79,302.47	\$1,104.77	\$11,440.95	29.1%	\$27,856.30
301	TOTAL Note Retirement Fund	\$4,527,878.00	\$0.00	\$4,498,249.46	\$500.00	\$500.00	\$456,689.33	\$511,874.73	\$0.00	\$456,689.33	10.1%	\$4,071,188.67
402	TOTAL Capital Fund	\$10,000,000.00	\$1,568,874.76	\$4,789,536.46	\$241,037.19	\$833,690.73	\$1,297,791.03	\$3,070,200.62	\$658,396.99	\$1,956,188.02	16.9%	\$9,612,686.74
701	TOTAL Trust Fund (Regular)	\$140,000.00	\$2,352.98	\$324,591.31	\$28,942.75	\$7,538.55	\$56,859.66	\$257,878.74	\$13,915.24	\$70,774.90	49.7%	\$71,578.08
702	TOTAL Trust Fund (Special)	\$850,000.00	\$0.00	\$158,969.10	\$0.00	\$0.00	\$0.00	\$138,982.76	\$0.00	\$0.00	0.0%	\$850,000.00
801	TOTAL Endowment Fund	\$2,500.00	\$322.19	\$2,094.09	\$191.73	\$10.50	\$1,628.72	\$1,017.12	\$720.02	\$2,348.74	83.2%	\$473.45
901	TOTAL Agency Fund (FSA)	\$100,000.00	\$0.00	\$117,085.27	\$5,879.73	\$8,393.05	\$58,916.00	\$44,330.52	\$0.00	\$58,916.00	58.9%	\$41,084.00
		1 404.045.404.55		4	4	44.4-2.4-2.4	40.000.000.00	4		44 405 540 50	10.00/	449 494 994 99
	GRAND TOTAL All Funds	\$21,317,484.77	\$1,571,549.93	\$12,684,482.70	\$575,314.29	\$1,156,297.04	\$3,292,806.71	\$5,443,232.11	\$1,194,936.07	\$4,487,742.78	19.6%	\$18,401,291.92

Capital Fund Balances Fiscal 2023 -June

		Project	2023	Expenditures	Encumbered	Project	STATUS
FUND	CC	Budget	Expenditures	To Date (1)	& Unpaid (2)	Balance (3)	
Capital Fund - 402						_	
Beachwood	007	\$21,000,000.00	\$0.00	\$0.00	\$6,666.00	\$20,993,334.00	
Brecksville	013	\$800,000.00	\$26,317.69	\$33,027.69	\$9,943.42	\$757,028.89	
Brooklyn	019	\$17,662,550.00	\$693,441.41	\$999,814.18	\$379,106.32	\$16,283,629.50	
North Olmsted	046	\$382,000.00	\$241,676.66	\$281,617.72	\$61,755.34	\$38,626.94	
Parma Heights	061	\$11,500,000.00	\$3,942.75	\$3,942.75	\$38,724.25	\$11,457,333.00	
Solon	073	\$4,793,000.00	\$320.00	\$320.00	\$31,347.00	\$4,761,333.00	
Total Capital Fund - 402		\$56,137,550.00	\$965,698.51	\$1,318,722.34	\$520,876.33	\$33,297,951.33	

All Funds Cash Balance

Fiscal 2023 --June

	Beginning	Receipts	Expenditures	Cash
Fund	Cash Balance	To Date	To Date	Balance
General Fund	\$3,607,898.54	\$49,071,748.79	\$41,456,432.12	\$11,223,215.21
Debt Service	\$30,869.23	\$4,517,463.64	\$456,689.33	\$4,091,643.54
Capital Fund - 402	\$48,515,463.59	\$1,132,837.31	\$1,297,791.03	\$48,350,509.87
Trust Fund - Regular	\$271,514.37	\$44,887.75	\$56,859.66	\$259,542.46
Trust Fund - Special	\$1,389,245.20	\$36,978.33	\$0.00	\$1,426,223.53
Endowment Fund	\$17,503.65	\$434.08	\$1,628.72	\$16,309.01
Agency Fund	\$21,199.57	\$52,107.38	\$58,916.00	\$14,390.95
Libraries Accelerated Learning	\$0.00	\$55,846.43	\$108,396.63	(\$52,550.20
Project Build	\$25,622.89	\$0.00	\$139.38	\$25,483.51
Keybank FNDTH College Prep/Entrepreneurship	\$0.00	\$0.00	\$0.00	\$0.00
MyCom Neighborhood	\$1,154.61	\$0.00	\$1,154.61	(\$0.00
Memory Lab Grant	\$0.00	\$0.00	\$0.00	\$0.00
WVH Garden Grant	\$1,075.86	\$2,000.00	\$0.00	\$3,075.86
Adult Education Services (AES)	\$263,898.13	\$721,839.18	\$887,551.11	\$98,186.20
Family Engagement	\$36,914.50	\$58,298.10	\$99,248.42	(\$4,035.82
IPAD Lab	(\$0.00)	\$0.00	\$0.00	(\$0.00
Food & Culinary Literacy Programs	\$32,001.35	\$0.00	\$3,498.61	\$28,502.74
Hotspot Lending Program	\$10,170.28	\$0.00	\$56,575.33	(\$46,405.05
Digital Literacy	\$101,808.65	\$33,250.00	\$50,175.68	\$84,882.97
SLN Innovation Center	\$0.00	\$250,000.00	\$6,435.00	\$243,565.00
Student Success	\$500.00	\$75,000.00	\$163,827.86	(\$88,327.86
Summer Camps	\$61,067.82	\$0.00	\$33,583.16	\$27,484.66
Kindergarten and Baby Kits	\$0.00	\$0.00	\$0.00	\$0.00
Special School Programming	\$0.00	\$15,874.84	\$10,336.18	\$5,538.66
SUBTOTAL	\$54,387,908.24	\$56,068,565.83	\$44,749,238.83	\$65,707,235.24

CUYAHOGA COUNTY PUBLIC LIBRARY Investments Approval Fiscal 2023 - June Institution **Purchase Purchase** Maturity % of Assets Description of Deposit Par Value/Qty. **Yield** Date Date Money Market Funds Key Bank \$5,671,112.77 0.40% n/a 8.47% Sweep Account n/a 0.00% n/a 0.00% Money Market Fund Northwest Bank \$0.00 n/a 4.99% n/a Money Market Fund **US Bank** \$1,343,525.12 n/a 2.01% Money Market Fund Fifth Third \$273,771.77 4.93% n/a n/a 0.41% ICS Account TriState Capital \$0.00 0.00% n/a n/a 0.00% Star Ohio Accounts Star Ohio Accounts Star Ohio \$27,420,192.89 5.26% n/a n/a 40.97% **US Treasury Notes** 0.42% 0.85% US Treasury Wells Fargo Securities, LLC \$570,000.00 June 30, 2021 April 15, 2024 US Treasury Morgan Stanley & Co LLC \$550,000.00 3.45% August 31, 2022 August 31, 2024 0.82% US Treasury Bills Municipal Bonds \$500.000.00 May 17, 2022 City of Columbus, OH BofA Securities, Inc. 2.96% April 1, 2025 0.75% Commercial Paper BofA Securities, Inc. Toronto Dominion Bank \$500,000.00 4.88% October 11, 2022 July 7, 2023 0.75% July 14, 2023 0.75% Mufg Bank Ltd NY BRA \$500,000.00 5.24% October 19, 2022 Usbna/Cp \$500,000.00 5.38% July 5, 2023 0.75% Natixis NY November 3, 2022 **Dbtc Americas** Bank Amer Secs Inc Disc \$250,000.00 5.46% November 7, 2022 August 2, 2023 0.37% BofA Securities, Inc. Natixis NY **Dbtc Americas** \$250,000.00 5.38% November 14, 2022 August 7, 2023 0.37% August 22, 2023 0.40% Citigroup Global Mkts Citigroup Global Markets, Inc. \$270,000.00 5.51% November 28, 2022 Citigroup Global Mkts \$500,000.00 December 5, 2022 0.75% Citigroup Global Markets, Inc. 5.51% August 30, 2023 \$400,000.00 January 12, 2023 August 15, 2023 0.60% BofA Securities Inc BofA Securities, Inc. 5.15% Mizuho Securities USA Fxd Inc \$715,000.00 5.02% 1.07% Lymh Moet Hennessy January 12, 2023 July 11, 2023 JP Morgan Securities LLC National Bk Cda Disc \$1,800,000.00 4.99% January 20, 2023 July 19, 2023 2.69% Natixis NY Wells Fargo Securities, LLC \$1,200,000.00 5.15% January 20, 2023 October 6, 2023 1.79% Ing US Fdg LLC 5.08% January 25, 2023 August 22, 2023 2.99% JP Morgan Securities LLC \$2,000,000.00 0.90% Mufg Bk NY Brh Wells Fargo Securities, LLC \$600,000.00 5.03% January 27, 2023 July 20, 2023 0.45% Mufg Bk NY Brh Usbna/Cp \$300,000.00 5.38% February 21, 2023 November 14, 2023 Natixis NY \$300,000.00 5.40% February 21, 2023 November 17, 2023 0.45% **Dbtc Americas** Toyota Mtr Cr Corp Citibank \$250,000.00 5.44% February 22, 2023 November 17, 2023 0.37% Ing US Fdg LLC Wells Fargo Securities, LLC \$600,000.00 5.20% February 24, 2023 August 22, 2023 0.90% February 27, 2023 0.90% Toronto Dominion Bank Citigroup Global Markets, Inc \$600,000.00 5.41% November 24, 2023 \$300,000.00 5.12% March 13, 2023 0.45% Royal Bk Cda Ny Rbc Capital Markets LLC July 14, 2023 Lymh Moet Hennessy JP Morgan Securities LLC \$250,000.00 5.10% March 15, 2023 August 10, 2023 0.37% Canadian Imperial Bk JP Morgan Securities LLC \$260,000.00 5.21% March 24, 2023 November 1, 2023 0.39% \$425,000.00 5.24% March 29, 2023 October 10, 2023 0.63% Bank of Montreal M Bny Capital Markets Inc Bank Montreal Disc Coml Wells Fargo Securities, LLC \$250,000.00 5.41% April 13, 2023 January 4, 2024 0.37% Bank Montreal Disc Coml \$1,000,000.00 5.27% May 2, 2023 August 7, 2023 1.49% JP Morgan Securities LLC Toronto Dominion Bank Td Securities (USA) 5.31% 0.99% \$660,000.00 May 9, 2023 \$400,000.00 5.41% November 10, 2023 0.60% Mufg Bk Ltd NY JP Morgan Securities LLC May 15, 2023 October 23, 2023 JP Morgan Securities LLC \$290,000.00 5.44% May 22, 2023 0.43% Toronto Dominion Bank Mizuho Bk Ltd New York Citigroup Global Markets, Inc \$410,000.00 5.53% June 12, 2023 September 22, 2023 0.61% JP Morgan Secs LLC \$1,500,000.00 5.79% June 30, 2023 March 25, 2024 2.24% JP Morgan Securities LLC Royal Bk Cda Ny June 30, 2023 February 29, 2024 JP Morgan Securities LLC \$1,500,000.00 5.79% 2.24% Mufg Bk Ltd Ny Brh September 29, 2023 0.75% Usbna/Cp \$500,000.00 5.51% June 30, 2023 Natixis NY **Dbtc Americas** \$500,000.00 5.92% June 30, 2023 March 26, 2024 0.75% Certificate of Deposit Certificate of Deposit 0.37% Bankwell Bk New \$249,000.00 0.49% July 6, 2020 July 6, 2023 Certificate of Deposit John Marshall Bank \$89,000.00 2.30% June 17, 2022 October 17, 2023 0.13% Certificate of Deposit 0.37% Goldman Sachs Bank, USA \$246,000.00 2.50% June 15, 2022 December 15, 2023 \$246,000.00 0.37% Certificate of Deposit Capital One Bank (USA) National Assoc 2.85% June 15, 2022 June 17, 2024 Certificate of Deposit \$250,000.00 3.10% June 21, 2022 December 22, 2025 0.37% The Dart Bank Certificate of Deposit Bangor Svgs Bk \$244,000.00 4.85% November 23, 2022 May 23, 2024 0.36% Certificate of Deposit Multi-Bank Securities Inc \$244,000.00 4.55% April 19, 2023 April 20, 2026 0.36% \$249,000.00 Certificate of Deposit Multi-Bank Securities Inc 4.80% April 20, 2023 July 22, 2024 0.37% Agency Securities Federal Home Loan Mortgage Company Keybanc Capital Markets, Inc. \$305,000.00 0.57% September 30, 2020 September 24, 2025 0.46% August 24, 2023 0.45% Federal Home Loan Mortgage Company Wells Fargo Securities, LLC \$300,000.00 0.27% October 8, 2020 Federal Farm Credit Bank January 27, 2025 0.37% Intl Fcstone Financial Inc \$250,000.00 0.50% October 29, 2020 Federa Farm Credit Bank JP Morgan Securities LLC \$250,000.00 0.40% November 19, 2020 May 16, 2024 0.37% 0.58% Federal Home Loan Mortgage Company Multi-Bank Securities Inc. \$390,000.00 0.25% December 4, 2020 December 4, 2023 0.75% Federal Home Loan Mortgage Company Citigroup Global Markets, Inc \$500,000.00 0.27% January 22, 2021 March 28, 2024 Federal Home Loan Mortgage Company \$500,000.00 0.75% Intl Fcstone Financial Inc 0.65% January 28, 2021 January 28, 2026 Federal Farm Credit Bank Mizuho Securities USA Inc. \$500,000.00 0.22% February 12, 2021 February 12, 2024 0.75%

TOTAL PORTFOLIO		\$66,935,602.55				100.00%
Federal Home Loan Bank	Mizuho Securities USA Fxd Inc	\$700,000.00	5.08%	February 28, 2023	August 25, 2023	1.05%
Federal Home Loan Bank	BofA Securities Inc	\$1,000,000.00	5.02%	February 9, 2023	December 1, 2023	1.49%
US Government Agency Discount Notes						
Federal Home Loan Mortgage Company	Morgan Stanley & Co LLC	\$250,000.00	5.37%	March 8, 2023	September 13, 2024	0.37%
Federal Home Loan Mortgage Company	JP Morgan Securities LLC	\$300,000.00	4.79%	November 2, 2022	March 8, 2024	0.45%
Federal Home Loan Mortgage Company	BofA Securities Inc/FXD Inc	\$265,000.00	5.00%	October 20, 2022	October 20, 2025	0.40%
Federal Home Loan Mortgage Company	Stonex Financial Inc	\$120,000.00	5.00%	October 18, 2022	October 18, 2027	0.18%
Federal Farm Credit Bank	Wells Fargo Securities, LLC	\$500,000.00	3.29%	August 24, 2022	August 24, 2026	0.75%
Federal Home Loan Mortgage Company	Wells Fargo Securities, LLC	\$250,000.00	3.35%	August 17, 2022	March 8, 2024	0.37%
Federal Farm Credit Bank	Stonex Financial Inc	\$250,000.00	3.96%	August 17, 2022	August 17, 2026	0.37%
Federal Home Loan Mortgage Company	First Tennessee Bank	\$205,000.00	3.12%	May 27, 2022	May 23, 2025	0.31%
Federal Farm Credit Bank	Amherst Pierpont Securities	\$250,000.00	3.37%	May 26, 2022	May 26, 2026	0.37%
Federal Home Loan Mortgage Company	Stonex Financial Inc	\$150,000.00	1.50%	February 28, 2022	February 23, 2024	0.22%
Federal Home Loan Mortgage Company	Baird, Robert W. & Company In	\$200,000.00	0.60%	October 8, 2021	January 7, 2025	0.30%
Federal Home Loan Mortgage Company	Great Pacific Securities	\$255,000.00	1.10%	August 30, 2021	August 24, 2026	0.38%
Federal Home Loan Mortgage Company	Wells Fargo Securities, LLC	\$140,000.00	0.33%	July 29, 2021	December 29, 2023	0.21%
Federal Home Loan Mortgage Company	Toronto Dominion Securities	\$250,000.00	0.63%	May 28, 2021	November 27, 2024	0.37%
Federal Home Loan Mortgage Company	Rbc Capital Markets, LLC	\$240,000.00	0.50%	May 27, 2021	August 27, 2024	0.36%
Federal Home Loan Mortgage Company	Rbc Capital Markets, LLC	\$390,000.00	1.00%	March 23, 2021	March 23, 2026	0.58%
Federal Home Loan Mortgage Company	Keybanc Capital Markets, Inc.	\$300,000.00	0.65%	February 26, 2021	February 26, 2026	0.45%

Purchase Approval List July 25, 2023

Item	Quantity	Description	Supplier	Unit Cost	Total Amount
		ENCUMBRANCE INCREASES			
1		Asset packets for Freshservice software			
		, , , , , , , , , , , , , , , , , , , ,			
		SUMMARY: Necessary to increase amount from \$26,770 to \$29,996 due to			
		adding inventory functions to Help Desk software.			
		As requested by the Information Technologies Division.	Freshworks		\$3,226.00
2		Emergency plumbing & construction work			
		SUMMARY: Necessary to increase Blanket PO from \$24,000 to \$39,000 due to an			
		increase in emergency repairs system wide.	Rick's		
		As requested by the Operations-Facilities Division.	Roofing & Remodeling		\$15,000.00
3		Office Supplies			
		SUMMARY: Necessary to increase Blanket PO from \$50,000 to \$85,500 due to			
		increase in supply use system wide.			
		As requested by the Operations-Finance Division.	WB Mason Company		\$35,500.00
4		Passport photo supplies			
		SUMMARY: Necessary to increase Blanket PO from \$14,660 to \$20,660 due to			
		increase in photo services system wide.			
		As requested by the Operations-Finance Division.	Pakor Inc		\$6,000.00
		NEW PURCHASES			
5		Exterior and Interior signage			
		SUMMARY: Necessary to replace signs at Strongsville branch to conform			
		to signage standards and improve wayfinding.			
		As requested by the Communications and External Relations Division.	ASI Signage		\$78,518.00
6		Outdoor electronic message board			

Purchase Approval List July 25, 2023

ltom	Quantity	Description	Supplier	Unit Cost	Total Amount
reciti	Quartity	Description	- Сиррпет	Ome Oose	Total Amount
		SUMMARY: Necessary to replace & upgrade exterior sign at Olmsted Falls branch.			
		As requested by the Communications and External Relations Division.	ASI Signage		\$53,296.00
7		Yearly lease of 12 HP laptops, Year 1 of 4			
		SUMMARY: Necessary for new computer equipment for Student Success Centers			
		at Fairview Park & Mayfield branches.			
		Four year lease has a total amount not-to-exceed \$18,269.	Hewlett Packard		
		As requested by the Information Technologies Division.	Financial Services		\$4,094.00
8		Public Computer buyout			
		SUMMARY: Necessary to purchase computer equipment at end of lease.	Hewlett Packard		
		As requested by the Information Technologies Division.	Financial Services		\$23,812.00
9		Carpet replacement			
		SUMMARY: Necessary to recarpet North Olmsted branch.			
		Includes 5% contingency amount. As requested by the Operations-Facilities Division.	Northern Flooring		\$213,475.00
10		Carpet replacement			
		SUMMARY: Necessary for carpet replacement at Fairview Park branch.			
		Includes 5% contingency amount. As requested by the Operations-Facilities Division.	Northern Flooring		\$100,507.00
11		Roof ladders & landings			
		SUMMARY: Necessary to install safety features at Warrensville Hts branch.	City Wide		
		As requested by the Operations-Facilities Division.	Facility Solutions		\$23,706.00
12		Furniture package			

Purchase Approval List July 25, 2023

Item	Quantity	Description	Supplier	Unit Cost	Total Amount
		SUMMARY: Necessary for new furniture throughout Bedford branch.	Contract		
		As requested by the Operations-Facilities Division.	Source Inc		\$47,562.00
13		Generator upgrade engineering fee			
		SUMMARY: Necessary to replace & upgrade generator at Maple Hts branch.			
		As requested by the Operations-Facilities Division.	Wright Engineering		\$17,000.00
14		Furniture package			
		SUMMARY: Necessary for new furniture throughout Fairview Park branch.	Environments		
		As requested by the Operations-Facilities Division.	4 Business LLC		\$162,923.00
15		Green room furniture package			
		SUMMARY: Necessary for new Presenter Lounge furniture for Parma-Snow	Environments		
		& Administration auditoriums. As requested by the Operations-Facilities Division.	4 Business LLC		\$22,720.00
16		Database clean up			
		SUMMARY: Necessary to review & clean up data to prepare for migration to new			
		Koha software. As requested by the Technical Services Division.	Marcive Inc		\$25,445.00
		CAPITAL FUND NEW PURCHASES			
17		Children's Area professional services			
		SUMMARY: Necessary for designs of Children's area for new Brooklyn Branch. As requested by the Operations-Facilities Division.	Luci Creative LLC		\$436,500.00

Gift Report June 1-30, 2023

ift Amount	Donor	Recipient	Purpose
\$1,500.00	Bay Village Early Childhood PTA	Branch Trust Fund Bay Village	Play Space
\$2,012.20	Friends of the Bay Village Library	Branch Trust Fund Bay Village	Programming and Supplies
\$54.46	Friends of the Bedford Library	Branch Trust Fund Bedford	Programming
\$325.69	Friends of the Berea Library	Branch Trust Fund Berea	Programming and Supplies
\$175.87	Friends of the Brecksville Library	Branch Trust Fund Brecksville	Programming
\$246.86	Friends of the Brook Park Library	Branch Trust Fund Brook Park	Programming
\$906.49	Friends of the Brooklyn Library	Branch Trust Fund Brooklyn	Programming and Supplies
\$496.31	Friends of the Chagrin Falls Library	Branch Trust Fund Chagrin Falls	Programming and Supplies
\$557.32	Friends of the Gates Mills Library	Branch Trust Fund Gates Mills	Programming and Supplies
\$621.94	Friends of the Independence Library	Branch Trust Fund Independence	Programming
\$665.38	Friends of the Maple Heights Library	Branch Trust Fund Maple Heights	Programming and Supplies
\$429.28	Friends of the North Olmsted Library	Branch Trust Fund North Olmsted	Programming, Supplies, and Garden Mainten
\$248.14	Friends of the North Royalton Library	Branch Trust Fund North Royalton	Programming, Supplies, and Presenter Fees
\$157.38	Friends of the Olmsted Falls Library	Branch Trust Fund Olmsted Falls	Programming and Supplies
\$467.59	Friends of the Orange Library	Branch Trust Fund Orange	Programming, Supplies and Presenter Fees
\$5,912.80	Friends of the Orange Library	Branch Trust Fund Orange	Garden Stakes and Permanent StoryWalk sign
\$702.78	Friends of the Parma Heights Library	Branch Trust Fund Parma Heights	Supplies and Presenter Fees
\$783.59	Friends of the Solon Library	Branch Trust Fund Solon	Programming and Supplies
\$432.88	Friends of the South Euclid-Lyndhurst Library	Branch Trust Fund South Euclid-Lyndhurs	Supplies
\$100.00	Kirk J. Metzger	Branch Trust Fund Solon	IMO Nancy Brian
\$100.00	Lynne Powers	Branch Trust Fund Solon	IMO Nancy Kline Brian
\$15,000.00	OCCH Ohio Capital Impact Corporation	CCPL	CCPL
\$1,000.00	Patricia A. Shlonsky	CCPL	IMO Dale Powers
\$100.00	William Morrisey	Branch Trust Fund Brecksville	IMO Tom Claire

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CUYAHOGA COUNTY PUBLIC LIBRARY RESOLUTION TO NEGOTIATE AN AGREEMENT IN CONNECTION WITH THE NEW CONSTRUCTION OF THE BEACHWOOD BRANCH LIBRARY

WHEREAS, the Cuyahoga County Public Library is a county library district and political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is a body politic organized and acting pursuant to relevant provisions of the Ohio Revised Code (ORC), including Sections 3375.22 and 3375.40 of the ORC; and,

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Library and the residents it serves to build a new library in the city of Beachwood; and,

WHEREAS, the Board of Trustees previously authorized the Chief Executive Officer, or designee, to advertise for proposals from professional architectural firms for design services for the new construction of the Beachwood Brach in accordance with the Request for Qualifications; and,

WHEREAS, the Library staff has ranked three (4) design firms under consideration for this work in accordance with the procedures and policies set forth in Chapter 153, ORC; and,

WHEREAS, this Board has determined that it is in the interest of the Library to proceed with negotiating a design services agreement for the new construction of the Beachwood Branch.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CUYAHOGA COUNTY PUBLIC LIBRARY, STATE OF OHIO, THAT:

Section 1

The Board of Trustees has been advised that the rank of the four (4) design firms under consideration for this work is as follows:

- 1. CBLH/Group 4
- 2. Bialosky Cleveland
- 3. HBM Architecture
- 4. Moody Nolan

Section 2

That the Board of Trustees hereby approves the ranking and authorizes the Chief Executive Officer, or designee, to negotiate a contract for design services following the procedures set forth in Chapter 153, ORC, wherein the Chief Executive Officer, or designee, will attempt to negotiate an agreement with the top ranked consultant, proceeding next to the second ranked consultant if an agreement is unable to be reached with the first ranked consultant.

Section 3

That upon negotiation of an agreement with the ranked consultant, in accordance with the procedures set forth in Chapter 153, ORC, the Chief Executive Officer will present that negotiated agreement to the Board of Trustees for final approval.

Section 4

It is found and determined that all formal actions of this Board concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board or 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 (ORC).

,	,
X	
Dean E. DePiero	o, President
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X Maria I Snandl	er Secretary

Approved July 25, 2023

CUYAHOGA COUNTY PUBLIC LIBRARY A RESOLUTION SEEKING PERMISSION TO ADVERTISE FOR A REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE NEW LIBRARY BRANCH IN THE CITY OF BEACHWOOD

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 for the construction of a new Library Facility in the City of Beachwood; and

Whereas, this Board of Trustees has the authority to proceed with such projects and to contract for Construction Management at Risk Services for those projects 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 Construction Management firms for Construction Management at Risk 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 Construction Management at Risk 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 Construction Management Services on the Beachwood 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 July 25, 2023						
Dean E. DePiero, President						

Maria L. Spangler, Secretary

Cuyahoga County Public Library

A RESOLUTION AUTHORIZING THE LIBRARY TO ACCEPT **GUARANTEED MAXIMUM PRICING AND CONSTRUCTION** MANAGER AT RISK FEES RELATING TO THE NEW CONSTRUCTION OF THE BRANCH LIBRARY LOCATED IN THE CITY OF BROOKLYN

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 approved entering into a contract with Panzica Construction Company for Construction Management at Risk Services;

Whereas, construction documents are complete and contractors have been solicited by Panzica Construction Company to construct the new Brooklyn Branch Library with a Guaranteed Maximum Price of \$13,528,418.00; and

Whereas, this Construction Manager At Risk Fees associated with the Guaranteed Maximum Price are \$1,649,335.00; and

Whereas, this Board has determined that it is in the interest of the Library to accept the Guaranteed Maximum Price and Construction Manager at Risk Fees and move forward on the project with a total combined cost of \$15,177,753.00.

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

Section 1. The Board of Trustees concurs with the result of negotiations by Panzica Construction Company for the Guaranteed Maximum Price of \$13,528,418.

Section 2. The Board of Trustees agrees with the Construction Manager At Risk Fees for Panzica Construction Company in the amount of \$1,649,335.00.

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 July 25, 2023	
X	
Dean E. DePiero, President	
X	
Maria L. Spangler, Secretary	



AMENDMENT NO. 1 TO ConsensusDocs® 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER

(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for Preconstruction Services)

Dated 7/25/23

Pursuant to Section 3.3 of the Agreement dated 3/1/23 between the Owner, Cuyahoga County Public Library and the Construction Manager, Panzica Construction for Brooklyn Branch Library Project (the Project), the Owner and the Construction Manager desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and the Construction Manager agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Construction Manager's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Construction Manager's Fee as set forth in Section 7.3, is Fifteen million, One Hundred Seventy-Seven thousand, Seven Hundred Fifty-Three Dollars (\$15,177,753.00).

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

EXHIBIT A Drawings and Specifications, including Addenda, if any, and information furnished by the Owner under Section 4.3, dated 7/13/23, 11 pages.

EXHIBIT B Allowance Items, dated 7/14/23, 1 pages.

EXHIBIT C Assumptions and Clarifications on which the GMP is based, dated 7/14/23, 12 pages.

EXHIBIT D Schedule of Work, dated 7/13/23, 4 pages.

EXHIBIT E Alternate Prices, dated 7/14/23, 1 pages.

EXHIBIT F Unit Prices, dated 7/14/23, 1 pages.

EXHIBIT G A statement of any work to be self-performed by the Contractor, dated 7/14/23, 1 pages.

EXHIBIT H GMP Cost Summary, GMP Estimate Details, dated 7/14/23, 8 pages.

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is 9/30/24.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: 10/7/24 or within (7) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into a	s of 7/25/23.	
ATTEST:		
OWNER: Cuyahoga County Public	c Library	
BY:		
PRINT NAME [] P	PRINT TITLE []	
ATTEST:		
CONSTRUCTION MANAGER: Pa	anzica Construction Company	
BY:		
PRINT NAME Mark Panzica	PRINT TITLE President	
END OF DOCUMENT. [INSERT ATTACHMENTS]		



Job #: 22-0011 Cuyahoga County Public Library - Brooklyn Branch 7619 Memphis Ave. Brooklyn, Ohio 44144



Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A001	TYPICAL WALL TYPES & DETAILS	2	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A002	TYPICAL EXTERIOR WALL, ROOF, AND SLAB ASSEMBLES	2	04/21/2023	04/21/2023	8id & Fermit Set (04/21/23)
A100-A	CÓLUMN GRID & SLAB ON GRADE PLAN	1	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A100-8	ACCESS FLOOR GRID PLAN	0	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A101	FLOOR PLANS	2	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A101-A	DIMENSION PLANS	0	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A102	ROOF PLAN	3	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A102-A	ROOF PLAN -DECK EXTENTS	0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A201	ENLARGED PLANS & ELEVATIONS - ENTRY	1	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A202	ENLARGED PLANS & DETAILS - OUTDOOR	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A203	ENLARGED PLANS & DETAILS - STUDY ROOMS	0	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A301	FIRST FLOOR & BASEMENT RCP	3	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A310	TYPICAL CEILING DETAILS	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A400	BUILDING AXONOMETRICS	2	04/21/2023	04/21/2023	8id & Permit Set (04/21/23)
A401	BUILDING ELEVATIONS & EXTERIOR FINISHES	3	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A402	ENLARGED ELEVATIONS	0	04/21/2023	04/21/2023	8id & Permit Set (04/21/23)
A410	EXTERIOR MOCKUP DETAILS	0	05/26/2023	05/26/2023	Addendum 2 (05/26/23)
AS00	BUILDING SECTIONS	2	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A601	WALL SECTIONS - SOUTH	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A602	WALL SECTIONS - WEST	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A603	WALL SECTIONS - NORTH	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A604	WALL SECTIONS - EAST	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A610	ENLARGED SECTION DETAILS CANOPY	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A611	ENLARGED SECTION DETAILS - SOUTH	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A612	ENLARGED SECTION DETAILS SOUTH & TYPICAL	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A613	ENLARGED SECTION DETAILS WEST & TYPICAL	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A614	ENLARGED SECTION DETAILS - SOFFIT & ROOF	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A615	ENLARGED SECTION DETAILS - NORTH & TYPICAL	1	04/21/2023	04/21/2023	8id & Permit Set (04/21/23)
A616	ENLARGED SECTION DETAILS - NORTH	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A617	ENLARGED SECTION DETAILS - EAST	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A618	ENLARGED SECTION DETAILS EAST	1	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A620	EXTERIOR PLAN DETAILS	1	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A621	EXTERIOR PLAN DETAILS	0	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	5et
A622	EXTERIOR PLAN DETAILS	1	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A623	EXTERIOR PLAN DETAILS	0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A624	EXTERIOR PLAN DETAILS	0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A700	STAIR ENLARGED PLAN, SECTION & DETAILS	1	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A800	ENLARGED RESTROOM PLAN, ELEVATIONS, & DETAILS	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A801	INTERIOR ELEVATIONS	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A802	INTERIOR ELEVATIONS	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A803	INTERIOR ELEVATIONS	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A811	MILLWORK PLAN	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A812	MILWORK - ENLARGED PLANS AND DETAILS	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A813	MILLWORK - ENLARGED PLANS AND DETAILS	1	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A814	MILLWORK - SECTIONS AND DETAILS	1	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A815	MILLWORK - SECTIONS & DETAILS	1	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
AB16	MILLWORK - SECTIONS & DETAILS	1	04/21/2023	04/21/2023	8id & Permit Set (04/21/23)
A817	MILLWORK SECTIONS AND DETAILS	0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A900	DOOR SCHEDULE & DETAILS	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A901	CURTAIN WALL & STOREFRONT PROFILES	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A902	CURTAIN WALL SCHEDULE	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A903	STOREFRONT SCHEDULE	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A911	FIRST FLOOR FINISH PLAN	3	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
A912	TYPICAL FINISH DETAILS	0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A913	TYPICAL ACCESS FLOOR DETAILS	1	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A914	INTERIOR FINISH DETAILS	0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A915	DECORATIVE BIRD DETAILS	0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A916	FIREPLACE DETAILS	0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
A921	FIRST FLOOR FURNITURE PLAN	2	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
A950	TYPICAL UNDERSLAB & FOUNDATION MEMBRANE DETAILS	0	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
15101	LIFE SAFETY PLANS	1	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
Civil					
C0.0	COVER SHEET	3	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
C0 1	GENERAL NOTES SHEET	7	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
C0.2	GENERAL NOTES SHEET - CCDPW	1	05/26/2023	05/26/2023	Addendum 2 (05/26/23)
C1.0	SITE EXISTING CONDITIONS PLAN	1	05/26/2023	05/26/2023	Addendum 2 (05/26/23)
C1-1	SITE DEMOUTION PLAN	3	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
C2.0	SWP3 COVER SHEET	1	05/26/2023	05/26/2023	Addendum 2 (05/26/23)
C2:1	SWP3 NOTES SHEET	1	05/26/2023	05/26/2023	Addendum 2 (05/26/23)
C2.2	STORMWATER POLLUTION PREVENTION PLAN	1	05/26/2023	05/26/2023	Addendum 2 (05/26/23)
C2 3	TEMPORARY SEDIMENT BASIN DETAILS	1 2	07/11/2023	07/11/2023	Addendum 5 (07/11/23)

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2.4	SWP3 8MP DETAILS	2	07/11/2023	07/11/2023	Addendum \$ (07/11/23)
2.5	SWP3 DETAILS SHEET	1	05/26/2023	05/26/2023	Addendum 2 (05/26/23)
23.0	SITE GRADING PLAN	2	06/26/2023	07/11/2023	Addendum 4 (06/26/23)
C3.1	WALL PROFILES	2	06/26/2023	07/11/2023	Addendum 4 (06/26/23)
C3.2	MEMPHIS AVE MAINT, OF TRAFFIC PLAN	1	06/26/2023	07/11/2023	Addendum 4 (06/26/23)
C4.0	SITE UTILITY PLAN	4	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
CS.0	SITE LAYOUT PLAN	4	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
06.0	UTILITY PROFILE PLAN	3	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
C6.1	UTILITY PROFILE PLAN	4	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
C7.0	SITE DETAILS SHEET	2	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
C7.1	SITE DETAILS SHEET- COUNTY SANITARY	1	05/26/2023	05/26/2023	Addendum 2 (05/26/23)
C7.2	SITE DETAILS SHEET- COUNTY SEWER	2	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
C7.3	SITE DETAILS SHEET: COUNTY SEWER	2	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
C7.4	SITE DETAILS SHEET- COUNTY SEWER	0	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
C7.5	SITE DETAILS SHEET- CLEVELAND WATER	0	07/11/2023	07/11/2023	Addendum 5 (07/11/23)
Electrical					
E001	ELECTRICAL LEGENDS & GENERAL NOTES	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
E101	BASEMENT & FIRST FLOOR ELECTRICAL LIGHTING PLAN	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
E201	BASEMENT & FIRST FLOOR ELECTRICAL POWER & SYSTEMS PLAN	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
E501	ELECTRICAL ONE-LINE DIAGRAM	2	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
E502	ELECTRICAL DETAILS	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
E503	ELECTRICAL DETAILS	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
E504	ELECTRICAL DETAILS	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
E601	ELECTRICAL PANEL SCHEDULES	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
E602	ELECTRICAL SCHEDI/LES	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
ES101	ELECTRICAL SITE PLAN	1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
General					
TS100	TITLE SHEET	2	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
Landscape					
L100	LANDSCAPE PLAN	2	06/26/2023	07/11/2023	Addendum 4 (06/26/23)
Mechanical	<u> </u>				
M001	MECHANICAL LEGENOS & GENERAL NOTES	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
M1008	ACCESS FLOOR MECHANICAL DUCTWORK PLAN	0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
M101	FIRST FLOOR MECHANICAL DUCTWORK PLAN	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
42008	ACCESS FLOOR MECHANICAL PIPING PLAN	1	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
M400	ENLARGED MECHANICAL ROOM PLANS	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
M501	MECHANICAL DETAILS	2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
MS02	MECHANICAL DETAILS		04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)

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Drawing No.		Drawing Title	Revision	Drawing Date	Received Date	5et
M503	MECHANICAL DIAGRAMS	11 21 22 2	0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
M504	AIR HANDLING UNIT CONTROL DIAGRAM		0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
M505	CONTROL DIAGRAMS		0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
M506	CONTROL DIAGRAMS		0	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
M601	MECHANICAL SCHEDULES		2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
Plumbing						
P001	PLUMBING LEGENDS & GENERAL NOTES		1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
P100A	UNDERSLAB PLUMBING PLANS		2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
P1008	ACCESS FLOOR PLUMBING PLANS		2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
P101	FIRST FLOOR PLUMBING PLANS		2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
P102	ROOF PLUMBING PLAN		1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
P501	PLUMBING STACK DIAGRAM		1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
P601	PLUMBING SCHEDULES & DETAILS		2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
Structural						
5001	GENERAL STRUCTURAL NOTES		1	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
5002	TYPICAL DETAILS		1	04/21/2023	04/21/2023	Bld & Permit Set (04/21/23)
\$101	FIRST FLOOR FOUNDATION PLAN		3	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
5102	LOW ROOF/CANOPY FRAMING PLAN		2	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)
5103	ROOF FRAMING PLAN		3	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
S201	FOUNDATION SECTIONS		2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
5301	FRAMING SECTIONS		2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
S302	FRAMING SECTIONS		2	05/05/2023	05/05/2023	Addendum 1 (05/05/23)
5401	BRACING ELEVATIONS AND DETAILS		1	04/21/2023	04/21/2023	Bid & Permit Set (04/21/23)



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Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
	and Contracting Requirements	Kraiston	155044 Date	Received Date	set
00001	Spec Cover	[1	04/20/23	04/21/23	Bid & Permit Set Project Manual
000110	Table of Contents	2	05/05/23	05/05/23	Addendum 1
Ol - General Regu		13	03/03/23	Q3/03/23	Nonemount 1
01 1000	Summary	0	04/20/23	04/21/23	8id & Permit Set Project Manual
01 2100	Allowances	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 2200	Unit Prices	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 2300	Altemates	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 2500	Substitution Procedures	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 2501	Substitution Request Form (During Construction)	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
01 2600	Contract Modification Procedures	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
01 2601	Proposal Request Form	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 3000	Administrative Requirements	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 3110	Project Coordination	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
01 4000	Quality Requirements	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 4216	Definitions	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 4533	Code-Regulred Special Inspections and Procedures	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 5000	Temporary Facilities and Controls	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 6000	Product Requirements	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 7000	Execution and Closeout Requirements	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 7419	Construction Waste Management and Disposal	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
01 7800	Closeout Submittals	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
013001	Request for Information (RFI)	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
02 - Existing Cond	itions		•	,	•
02 2000	Site Preparation and Protection	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
03 - Concrete		•	^		
03 30 00	Cast-in-Place Concrete	1	04/20/23	04/21/23	Bid & Permit Set Project Manual
03 0516	Underslab Vapor Retarders	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
03 1516	Concrete Construction Joint Fillers	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
03 3511	Concrete Floor Finishes	1	05/05/23	05/05/23	Adderdum 1
04 - Masonry				00	
04 26 13	Masonry Veneer	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
04 7200	Cast Stone Masonry	0	04/20/23	04/21/23	Bid & Permit Set Project Manual

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Number	Description	Revision	Issued Date	Received Date	Set
05 - Metals		9.0			
05 12 00	Structural Steel Framing	1	04/20/23	04/21/23	Bld & Permit Set Project Manual
05 30 00	Metal Decking	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
05 4000	Cold-Formed Metal Framing	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
05 5000	Metal Fabrications	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
05 5113	Metal Pan Stairs	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
05 5133	Metal Ladders	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
05 5213	Pipe and Tube Railings	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
05 5305	Metal Gratings and Floor Plates	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
05 7500	Decorative Formed Metal	1	05/05/23	05/05/23	Addendum 1
06 - Wood, Plastic	, and Composites		•		- "
06 1053	Miscellaneous Rough Carpentry	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
06 4000	Architectural Woodwork	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
06 8316	Fiberglass Reinforced Paneling	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
07 - Thermal and F	foisture Protection				
07 0527	The Air Barrier System	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
07 1300	Sheet Waterproofing	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
07 2100	Thermal insulation	1	05/05/23	05/05/23	Addendum 1
07 2119	Foamed-in-Place insulation	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
07 2723	Board Product Air Barriers	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
07 2726	Fluid-Applied Membrane Air Barriers	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
07 4213.23	Metal Composite Material Wall Panels	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
07 4246	Cementitious Wall Panels	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
07 5400	Thermoplastic Membrane Roofing	2	07/11/23	07/11/23	Addendum 5
07 5563	Vegetated Protected Membrane Roofing	1	05/05/23	05/05/23	Addendum 1
07 6200	Sheet Metal Flashing and Trim	1	05/05/23	05/05/23	Addendum 1
07 7200	Roof Accessories	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
07 7700	Wall Specialties	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
07 8400	Firestopping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
07 9200	Joint Sealants	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
06 - Openings					
08 1113	Hollow Metal Doors and Frames	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
08 1416	Flush Wood Doors	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
08 1613	Fiberglass Reinforced Plastic (FRP) Doors and Frames	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
08 3100	Access Doors and Panels	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
08 4229	Automatic Entrances	o	04/20/23	04/21/23	Bld & Permit Set Project Manual
08 4313	Aluminum-Framed Storefronts	0	04/20/23	04/21/23	Bld & Permit Set Project Manual

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19.00						
19.00	Number	Description	Revision	Issued Date	Received Date	Set
	08 4413	Glazed Aluminum Curtain Walls	0	04/20/23	04/21/23	8ld & Permit Set Project Manual
### ###	08 7100	Door Hardware	0	04/20/23	04/21/23	8ld & Permit Set Project Manual
19.100	08 8000	Glazing	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
9 - Firlishies	08 8813	Fire-Resistant Glazing	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
Common Worth Results for Flooring Preparation 0 04/20/23 04/21/23 Bild & Permit Set Project Manual 2316 Cyssum Board Assemblies 0 04/20/23 04/21/23 Bild & Permit Set Project Manual 2316 1 05/05/23 05/05/23 05/05/23 Addendum 1 2310 Accestical Cellings 1 05/05/23 05/05/23 Addendum 1 2310 Accestical Cellings 1 05/05/23 05/05/23 Addendum 1 2310 Common Worth Results of Cellings 1 05/05/23 05/05/23 Addendum 1 2310 Accestical Cellings 0 04/20/23 05/05/23 Addendum 1 2310 Accestical Cellings 0 05/05/23 05/05/23 05/05/23 Addendum 1 2310 Accestical Cellings 0 05/05/23 05/0	08 9100	Louvers	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
2116 Cypsum Board Assemblies 0 04/70/23 04/71/23 Bid 6 Permit Set Project Manual	09 - Finishes					
1 05/05/23 05/05/23 Addendum 1	09 0561	Common Work Results for Flooring Preparation	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
	09 2116	Gypsum Board Assemblies	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
1 05/05/23 1. 05/05/23	09 3000	Tiling	1	05/05/23	05/05/23	Addendum 1
95426 Suspended Wood Ceilings 0 0.4/20/23 0.4/21/23 Bid & Permit Set Project Manual 9 6500 Resiliene Filoring 1 0.5/05/23 0.5/05/23 Addendum 1 9 6700 Fluid-Applied Flooring 1 0.5/05/23 0.5/05/23 Addendum 1 9 6700 Fluid-Applied Flooring 1 0.5/05/23 0.5/05/23 Addendum 1 9 6813 Tile Carpeting 1 0.5/05/23 0.5/05/23 Addendum 1 9 6813 Tile Carpeting 1 0.5/05/23 0.5/05/23 Addendum 1 9 6810 Access Flooring 1 0.5/05/23 0.5/05/23 Addendum 1 9 7200 Wall Coverings 1 0.5/05/23 0.5/05/23 Addendum 1 9 8433 Sound-Absorbing Wall Units 0 0.4/20/23 0.4/21/23 Bid & Permit Set Project Manual 9 9123 Interior Painting 0 0.4/20/23 0.4/21/23 Bid & Permit Set Project Manual 0 - Specialties 1 0.5/05/23 0.5/05/23 Addendum 1 0 1	09 5100	Acoustical Cellings	1	05/05/23	05/05/23	Addendum 1
Resilient Flooring 1 0,905/23 0,505/23 Addendum 1	09 5423	Linear Metal Cellings	1	05/05/23	05/05/23	Addendum 1
Resinous Matrix Terrazzo Flooring 1 05/05/23 05/05/23 Addendum 1	09 5426	Suspended Wood Ceilings	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
File Paper File Paper File Paper File Paper File Paper File Fi	09 6500	Resilient Flooring	1	05/05/23	05/05/23	Addendum 1
1	09 6623	Resinous Matrix Terrazzo Flooring	1	05/05/23	05/05/23	Addendum 1
Access Flooring	09 6700	Fluid-Applied Flooring	1	05/05/23	05/05/23	Addendum 1
9 7200 Wall Coverings 1 05/05/23 05/05/23 Addendum 1 9 8433 5 ound-Absorbing Wall Units 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 9 9113 Exterior Painting 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 9 9113 Interior Painting 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 - Specialties 0 100 Visual Oisplay Units 1 05/05/23 05/05/23 Addendum 1 0 2113.13 Tailet Compartments 1 05/05/23 05/05/23 Addendum 1 0 2113.13 Tailet Compartments 1 05/05/23 05/05/23 Addendum 1 0 2219 Demountable Partitions 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 2219 Folding Panel Partitions 1 05/05/23 05/05/23 Addendum 1 0 2600 Wall and Door Protection 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 2800 Tailet, Bath, and Laundry Accessories 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 2800 Manufactured Fireplaces 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 4400 Fire Protection Specialties 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 5113 Metal Lockers 1 05/05/23 05/05/23 Addendum 1 0 7500 Fiagpoles 1 0 05/05/23 05/05/23 Addendum 4 1 - Equipment 1 0 5/05/23 05/05/23 Addendum 1 1 0 5/05/23 05/05/23 Addendum 1 1 0 5/05/23 05/05/23 Bid & Permit Set Project Manual 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	09 6813	Tile Carpeting	1	05/05/23	05/05/23	Addendum 1
9 913 Sound-Absorbing Wall Units 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 9 9113 Exterior Painting 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 9 9123 Interior Painting 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 0 04/20/23	09 6900	Access Flooring	1	05/05/23	05/05/23	Addendum 1
9 913 Exterior Painting 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 9 9123 interior Painting 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 05/05/23 Addendum 1 0 0 0 04/20/23 05/05/23 Addendum 1 0 0 04/20/23 04/21/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 05/05/23 Addendum 1 0 0 0 04/20/23 05/05/23 Addendum 1 0 0 04/20/23 05/05/23 Addendum 1 0 0 0 04/20/23 05/05/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 05/05/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 05/05/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 05/05/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 05/05/23 Addendum 1 0 0 0 04/20/23 05/05/23 Addendum 1 0 0 0 04/20/23 05/05/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 05/05/23 Addendum 1 0 0 0 04/20/23 05/05/23 Bid & Permit Set Project Manual 0 0 0 04/20/23 05/05/23 Bid & Permit Set Project Manual 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	09 7200	Wall Coverings	1	05/05/23	05/05/23	Addendum 1
9123 Interior Painting 0 0 04/20/23 04/21/23 Bid 6 Permit Set Project Manual 0 - Specialties 0 100 Visual Oisplay Units 1 05/05/23 05/05/23 Addendum 1 0 2113.13 Tollet Compartments 1 0 05/05/23 05/05/23 Addendum 1 0 0 0 04/20/23 04/21/23 Bid 6 Permit Set Project Manual 0 0 0 04/20/23 04/21/23 Bid 6 Permit Set Project Manual 0 0 0 04/20/23 04/21/23 Bid 6 Permit Set Project Manual 0 0 0 04/20/23 04/21/23 Bid 6 Permit Set Project Manual 0 0 0 04/20/23 04/21/23 Bid 6 Permit Set Project Manual 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	09 8433	Sound-Absorbing Wall Units	D	04/20/23	04/21/23	8Id & Permit Set Project Manual
10 10 10 10 10 10 10 10	09 9113	Exterior Painting	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
1	09 9123	Interior Painting	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
1	10 - Specialties					-
Demountable Partitions Demountable Partiti	10 1100	Visual Olsplay Units	1	05/05/23	05/05/23	Addendum 1
Folding Panel Partitions 1 05/05/23 05/05/23 Addendum 1	10 2113,13	Toilet Compartments	1	05/05/23	05/05/23	Addendum 1
0 04/20/23 04/21	10 2219	Demountable Partitions	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
0 2800 Tollet, Bath, and Laundry Accessories 0 0 4/20/23 0 4/21/23 Bid & Permit Set Project Manual 0 3100 Manufactured Fireplaces 0 0 4/20/23 0 4/21/23 Bid & Permit Set Project Manual 0 4400 Fire Protection Specialties 0 0 4/20/23 0 4/21/23 Bid & Permit Set Project Manual 0 5113 Metal Lockers 1 0 5/05/23 0 5/05/23 Addendum 1 0 7500 Flagpoles 1 0 6/23/23 0 7/11/23 Addendum 4 1 Equipment 0 0 4/20/23 0 4/21/23 Bid & Permit Set Project Manual 1 136 Vehicle Charging Equipment 0 0 4/20/23 0 4/21/23 Bid & Permit Set Project Manual 1 5100 Library Equipment 0 0 4/20/23 0 4/21/23 Bid & Permit Set Project Manual 1 5213 Projection Screens 0 0 4/20/23 0 4/21/23 Bid & Permit Set Project Manual	10 2239	Folding Panel Partitions	1	05/05/23	05/05/23	Addendum 1
0 1000 Manufactured Fireplaces 0 0.472/73 8ld & Permit Set Project Manual 0 4400 Fire Protection Specialties 0 0.420/23 0.4/21/23 8ld & Permit Set Project Manual 0 5113 Metal Lockers 1 0.5/05/23 0.5/05/23 Addendum 1 0 7500 Flagpoles 1 0.6/23/23 0.7/11/23 Addendum 4 1 - Equipment 1 1336 Vehicle Charging Equipment 0 0.4/20/23 0.4/21/23 8ld & Permit Set Project Manual 1 5100 Library Equipment 0 0.4/20/23 0.4/21/23 8ld & Permit Set Project Manual 1 5213 Projection Screens 0 0.4/20/23 0.4/21/23 8ld & Permit Set Project Manual	10 2600	Wall and Door Protection	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
0 4400 Fire Protection Specialties 0 0.4/21/23 Bid & Permit Set Project Manual 0 5113 Metal Lockers 1 0.5/05/23 0.5/05/23 Addendum 1 0 7500 Flagpoles 1 0.6/23/23 0.7/11/23 Addendum 4 1 - Equipment 1 1326 Vehicle Charging Equipment 0 0.4/20/23 0.4/21/23 Bid & Permit Set Project Manual 1 5100 Library Equipment 0 0.4/20/23 0.4/21/23 Bid & Permit Set Project Manual 1 5213 Projection Screens 0 0.4/20/23 0.4/21/23 Bid & Permit Set Project Manual	10 2800	Toilet, Bath, and Laundry Accessories	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
0 5113 Metal Lockers 1 05/05/23 05/05/23 Addendum 1 0 7500 Flagpoles 1 06/23/23 07/11/23 Addendum 4 1 - Equipment 1 1136 Vehicle Charging Equipment 0 04/20/23 04/21/23 Bild & Permit Set Project Manual 1 5100 Library Equipment 0 04/20/23 04/21/23 Bild & Permit Set Project Manual 1 5213 Projection Screens 0 04/20/23 04/21/23 Bild & Permit Set Project Manual	10 3100	Manufactured Fireplaces	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
1 06/23/23 07/11/23 Addendum 4	10 4400	Fire Protection Specialties	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
1 - Equipment 1 1136 Vehicle Charging Equipment 0 04/20/23 04/21/23 8ld & Permit Set Project Manual 1 5100 Library Equipment 0 04/20/23 04/21/23 8ld & Permit Set Project Manual 1 5213 Projection Screens 0 04/20/23 04/21/23 8ld & Permit Set Project Manual	10 5113	Metal Lockers	1	05/05/23	05/05/23	Addendum 1
1136 Vehicle Charging Equipment 0 04/20/23 04/21/23 8ld & Permit Set Project Manual 1 5100 Library Equipment 0 04/20/23 04/21/23 8ld & Permit Set Project Manual 1 5213 Projection Screens 0 04/20/23 04/21/23 8ld & Permit Set Project Manual	10 7500	Flagpoles	1	06/23/23	07/11/23	Addendum 4
1 5100 Library Equipment 0 04/20/23 04/21/23 8ld & Permit Set Project Manual 1 5213 Projection Screens 0 04/20/23 04/21/23 8ld & Permit Set Project Manual	11 - Equipment	· · · · · · · · · · · · · · · · · · ·		-		-
15213 Projection Screens 0 04/20/23 04/21/23 Bld & Permit Set Project Manual	11 1136	Vehicle Charging Equipment	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
	11 5100	Library Equipment	0	04/20/23	04/21/23	8ld & Permit Set Project Manual
2 - Furnishings	11 5213	Projection Screens	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
	12 - Furnishings					•

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Mumber	Description	Revision	Issued Date	Received Date	Set
12 2400	Window Shades	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
12 4813	Entrance Floor Mats and Frames	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
21 - Fire Suppress	lon				
21 0500	Common Work Results for Fire Suppression	1	05/05/23	05/05/23	Addendum 1
21 0523	General-Duty Valves for Water-Based Fire-Suppression Piping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
21 0553	Identification for Fire-Suppression Piping and Equipment	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
21 1200	Fire-Suppression Standpipes	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
21 1300	Fire-Suppression Sprinkler Systems	1	05/05/23	05/05/23	Addendum 1
21 2200	Clean-Agent Fire-Extinguishing Systems	o	04/20/23	04/21/23	Bld & Permit Set Project Manual
22 - Plumbing					
22 9516	Expansion Fittings and Loops for Plumbing Piping	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
22 0517	Sleeves and Sleeve Seals for Plumbing Piping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
22 0519	Meters and Gages for Plumbing Piping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
22 0523	General-Duty Valves for Plumbing Piping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
22 0529	Hangers and Supports for Plumbing Piping and Equipment	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
22 0553	Identification for Plumbing Piping and Equipment	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
22 0719	Plumbing Piping Insulation	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
22 1005	Plumbing Piping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
22 1006	Plumbing Piping Specialties	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
22 1429	Sump Pumps	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
22 3000	Plumbing Equipment	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
22 4000	Plumbing Fixtures	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
23 - Heating, Vent	liating, and Air Conditioning (HVAC)				
23 0130,51	HVAC Air-Distribution System Cleaning	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
23 0513	Common Motor Requirements for HVAC Equipment	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
23 0516	Expansion Fittings and Loops for HVAC Piping	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
23 0517	Sleeves and Sleeve Seals for HVAC Piping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 0519	Meters and Gages for HVAC Piping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 0523	General-Duty Valves for HVAC Plping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 0548	Vibration and Selsmic Controls for HVAC	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 0553	Identification for HVAC Piping and Equipment	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 0593	Testing, Adjusting, and Balancing for HVAC	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 0713	Duct Insulation	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 0716	HVAC Equipment Insulation	٥	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 0719	HVAC Piping Insulation	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 0800	Commissioning of HVAC	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 0913	Instrumentation and Control Devices for HVAC	0	04/20/23	04/21/23	Bid & Permit Set Project Manual

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Number	Description	Revision	Issued Date	Received Date	Set
23 0923	Direct-Digital Control System for HVAC	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 1123	Facility Natural-Gas Piping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 2113	Hydronic Piping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 2114	Hydronic Specialties	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 2123	Hydronic Pumps	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 2300	Refrigerant Piping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 2500	HVAC Water Treatment	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 3100	HVAC Ducts and Casings	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 3110	Fabric Air Dispersion For UFAD Systems	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
3 3300	Air Duct Accessories	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
13 3319	Duct Silencers	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 3416	Centrifugal HVAC Fans	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 3423	HVAC Power Ventilators	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 3433	Air Curtains	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
23 3600	Air Terminal Units	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
3 3616	Linear Fan Terminal	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
3 3700	Air Outlets and inlets	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 3713	Modular Floor Diffusers	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
23 3714	Linear Natural Convection Terminal	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
23 4000	HVAC Air Cleaning Devices	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 5216	Condensing Boilers	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 7313	Modular Indoor Central-Station Air-Handling Units	1	05/05/23	05/05/23	Addendum 1
23 8100	Medium Capacity Condensing Units	1	05/05/23	05/05/23	Addendum 1
23 8200	Convection Heating and Cooling Units	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
23 8300	Radiant Heating and Cooling Units	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
26 - Electrical					•
26 0513	Medium-Voltage Cables	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
26 0519	Low-Voltage Electrical Power Conductors and Cables	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
16 0526	Grounding and Bonding for Electrical Systems	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
26 0529	Hangers and Supports for Electrical Systems	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
26 0533.13	Conduit for Electrical Systems	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
26 0533.16	Boxes for Electrical Systems	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
26 0536	Cable Trays for Electrical Systems	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
26 0553	Identification for Electrical Systems	o	04/20/23	04/21/23	Bld & Permit Set Project Manual
26 0583	Wiring Connections	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
26 0915	Electrical Controls and Relays	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
26 0917	Programmable Controllers	0	04/20/23	04/21/23	Bid & Permit Set Project Manual

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Number	Description	Revision	Issued Date	Received Date	Set
6 0918	Remote Control Switching Devices	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
6 0923	Lighting Control Devices	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
6 2100	Low-Voltage Electrical Service Entrance	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
6 2300	Low-Voltage Switchgear	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
6 2413	Switchboards	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
6 2416	Panelboards	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
6 2713	Electricity Metering	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
6 2726	Wiring Devices	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
6 2813	Fuses	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
6 2816.13	Enclosed Circuit Breakers	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
6 2816.16	Enclosed Switches	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
6 3213	Engine Generators	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
26 3600	Transfer Switches	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
6 4300	Surge Protective Devices	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
6 5100	Interior Lighting	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
26 5600	Exterior Lighting	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
27 - Communicatio	ons				
27 0529	Hangers and Supports for Communications Systems	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
27 0533.13	Conduit for Communications Systems	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
28 - Electronic Sef	ety and Security				
28 1000	Access Control	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
28 1523	Intercom Entry Systems	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
28 2000	Video Surveillance	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
28 3111	Building Intrusion Detection	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
8 4500	Fire Detection and Alarm	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
31 - Earthwork					•
31 2000	Earth Moving	0	04/20/23	04/21/23	Bld & Permit Set Project Manual
31 2316.13	Trenching	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
32 - Exterior Impre	evernents				
32 92 00	Turf and Grasses	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
32 93 00	Planting	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
32 1216	Asphalt Paving	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
32 1313	Concrete Paving	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
32 1723	Pavement Markings	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
32 3113	Chain Link Fences and Gates	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
32 3123	Plastic Fences and Gates	0	04/20/23	04/21/23	Bid & Permit Set Project Manual
32 3300	Site Furnishings	0	04/20/23	04/21/23	Bld & Permit Set Project Manual

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Number	Description	Revision	Issued Date	Received Date	Set	
32 3313	Site Bicycle Racks	0	04/20/23	04/21/23	Bid & Permit Set Project Manual	
32 9447	Factory Fabricated Trellis Panels	0	04/20/23	04/21/23	Bid & Permit Set Project Manual	
33 - Utilities						
33 1000	Water Distribution	1	05/05/23	05/05/23	Addendum 1	
33 3000	Sanitary Sewage	0	04/20/23	04/21/23	Bid & Permit Set Project Manual	
33 3913	Sewer Manholes, Frames, and Covers	0	04/20/23	04/21/23	Bid & Permit Set Project Manual	
33 4100	Storm Utility Drainage Piping	0	04/20/23	04/21/23	Bid & Permit Set Project Manual	
33 4113	Building Subdrainage	0	04/20/23	04/21/23	Bid & Permit Set Project Manual	
33 7119	Electrical Underground Ducts and Manholes	0	04/20/23	04/21/23	Bid & Permit Set Project Manual	



Cuyahoga County Public Library Brooklyn Branch Library Project

<u>GMP Amendment Exhibit B – Allowance Items</u>

Panzica Construction Co. (PCC) is carrying the following Allowances Items in the GMP.

Allowances:

Addendum Four dated June 26, 2023, and Addendum Five dated July 11, 2023: **Allowance Amount \$30,000.00.**

Undercut subgrade deemed unstable by Geo-Technical Consulting Inspector and fill and compact with existing onsite soils. The Amount of 2,000 cubic yard is the amount in the Allowance.

Allowance Amount: \$20,000.00

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Cuyahoga County Public Library Brooklyn Branch Library Brooklyn, OH



July 17, 2023



Exhibit C Assumptions & Clarifications

Gen	eral Project Clarifications
1.	The GMP estimate is based on the following design documents:
	Bid/Permit Drawing Set dated April 21, 2023
	Project Manual dated April 21, 2023
	Geotechnical Engineering Services Report dated August 10, 2022
	Addendum One dated May 5, 2023
	Addendum Two dated May 26, 2023
	Addendum Three dated May 30, 2023
	Addendum Four dated June 26, 2023 and Addendum Five dated July 11, 2023- Cost are covered under designated Allowance.
	Final costs to be reconciled in a Change Order
2.	The GMP estimate is based on the assumption that a tax-exempt certificate will be issued for the project and all materials
	incorporated into the project will be exempt from State of Ohio and local sales tax.
3.	The GMP is based on Panzica Construction being able to bill for deposits to start material orders. These material deposits will be
	based on substantiated costs provided from the contractors and material suppliers.
4.	The mock panel will reflect functionality but not finish, based on lead times of the specified exterior building products.
5.	PCC assumes all incoming water/fire service are adequate to support specific building systems.
6	PCC assumes that all design modifications as described in the attached "Cost Savings" sheet will be reflected in an updated set of
	drawings/specifications issued by the architect.
6.	

Estimate Qualifications

Division 010	000 · General Requirements
010000-01	Our estimate includes a temporary utilities consumption allowance for the usage of electric, water and gas throughout the project.
012000-01	The GMP estimate includes the following allowances:
	\$30,000 for Addendums 4 & 5
	\$20,000 for Undercut subgrade deemed unstable by Geo-Technical Consulting Inspector and fill and compact with
	existing onsite soils. The Amount of 2,000 cubic yard is the amount in the Allowance.
Division 020	1000 · Existing Conditions
021000-01	PCC is not responsible for protecting or maintaining the Brooklyn City Monument on the Northeast corner of the project.
	This includes and is not limited to utility encroachments public access or city equipment, vehicle access or city personnel.
021000-02	PCC is not responsible for the existing remaining sewer system and connections that are feeding properties adjacent to
	this project. This includes the existing brick sewer system located at the western edge of this site.
024113-01	Our estimate does not include demolition of the existing building or backfilling any existing basements.
Division 030	0000 · Concrete
033000-01	All exposed concrete surfaces are considered to be 'as-cast'; defined as fins struck, leakage removed and any projections over 1/8" removed.

Civil plan C5.0 notes stamped concrete pavement and refers to the Landscaping plan for scoring pattern and color.

Landscape plan L100 does not indicate a color or stamp pattern. Concrete is figured as gray concrete with scoring pattern.

Cast in place concrete wall will be formed using standard steel wall ties and not stainless steel.

No Barrier One product is included for concrete floor slabs on grade.

Division 040000 · Masonry

033000-02

033000-03

033000-04

Cuyahoga County Public Library Brooklyn Branch Library Brooklyn, OH



July 17, 2023



Exhibit C Assumptions & Clarifications

General Pr	oject Clarifications					
042613-01	Brick in the mock up panel will not be from the colors noted in the Specification Section 042613. The colors will not be available in the time for the scheduled construction of the mock up.					
Division 050	1000 · Metals					
051200-01	Panzica Construction is utilizing AISC certified Steel Fabricators. The steel erectors will not be AISC certified.					
Division 060	1000 · Wood, Plastics, and Composites					
062023-01	The GMP estimate is based on the accepted criteria that all architectural woodwork will be fabricated to meet or exceed AWI Custom Grade standards, and AWI Certification will not be required.					
Division 070	1000 · Thermal and Moisture Protection					
072723-01	The specified Board Air Barrier Product are rated structurally to carry the weight imposed by the rain screen system and do not require additional sub-framing to be added to bridge or carry the loads of the rainscreen screen. Additionally the rain screen support system is detailed that it is not required to attach to the cold formed metal framing system.					
074123-01	Composite Architectural Metal Panel is based on standard colors.					
074246-01	GFRC in the mock up panel will not be from the colors noted in the Specification Section 074246. The colors will not be available in the time for the scheduled construction of the mock up.					
074246-01	Detail A614 return of the GFRC panel is not long enough per manufacturers recommendations and details. Panzica construction reserves the rights to change this detail to meet manufacturer standard details.					
075400-01	TPO roof membrane is base on a nominal .060 TPO membrane not a minimal .060 TPO membrane					
Division 080	0000 · Openings					
087100-01	GMP includes Library's standard high security cylinders at specified doors.					
089100-01	Louvers by AVW model LE44 are one standard color and louvers blades are 0.063" thickness. Please note that the basis of design louver blades are 0.063" in thickness.					
Division 090	0000 · Finishes					
096500-01	RES-1 is priced as 2mm thick material.					
096900-01	Access flooring includes 262 panel cuts and additional panel bases at the cut outs. The panel cut outs will be done at the factory.					
096900-02	Access flooring includes 30 spare floor panels and 120 square feet understructure system for typical panel type and 5% of each style of panel with factory installed finish.					
099123-01	Basement and Area Well walls, floors and ceilings are not painted or sealed.					
099123-02	Ductwork, Joists steel framing, trays, piping and conduit are painted in with the ceiling color and no marking or accents.					
099123-03	Exposed ceilings in 132,139,141a and 143 are not painted.					
Division 100	0000 · Specialties					
101000-01	All Building Signage is by Others and is not included in the GMP					
102239-01	Folding Panel Partition is Moderco Model 842 as approved in addendum #1					
Division 110	0000 - Equipment					
110000-01	No Appliances are included in the GMP (furnish and install)					



July 17, 2023



Exhibit C Assumptions & Clarifications

General Pr	oject Clarifications
Division 120	000 · Furnishings
Division 210	0000 · Fire Suppression
210500-01	Specifications indicated to abide by the owners insurance underwriter. The specifications do not list who the insurance
	underwriter is, nor does it list any specific criteria to follow. There are also several mentions of things being FM approve but no index number has been provided. All of our work will follow the standards of NFPA 13 – 2016 edition. All material
210500-02	will be U.L. listed and/or FM approved. No backflow preventor is included in this work since the back flow preventor is included in the vault set at the street.
210500-03	No pipe markers are included.
210500-04	No sprinklers are included in the exterior canopy.
210500-05	PCC assumes there is adequate water pressure at Memphis that a fire pump is not required. However the specifications
	call out for extended coveragage heads and based on the water pressure known the desing of the system will be with
	standard coverage heads. The final design will be up to us based on final calculations.
210500-06	No sprinklers are included under that stairway since there is no public access.
210500-07	No sprinklers are included under the access floor.
Division 220	000 · Plumbing
220000-01	
Division 230	1000 · Heating, Ventilating, and Air Conditioning (HVAC)
230000-01	Permanent equipment will be utilized to heat and/or cool the building, after walls and ceilings have been primed and firs coated. Equipment filters will be replaced and maintenance performed to provide a full waranty.
Division 260	000 · Electrical
260000-01	
Division 270	1000 · Communications
Division 310	1000 · Earthwork
310000-01	Based on the proctor test results, the on-site soils can be use as fill in the building and pavements areas. The GMP is based on the utilization of the on-site soils.
Division 320	0000 · Exterior Improvements
Division 330	1000 · Utilities
330000-01	Removal/relocation of overhead utilities is assumed to be the responsibility of the associated utility companies, and the associated cost(s) are assumed to be paid directly by the Owner.
330000-02	PCC is not responsible for the existing sanitary and storm sewer structures that we are making connection into.
330000-03	The maintenance of traffic plan shown in the documents will be provided when work is being performed for utility connections at the street and will not be provided on a regular basis.



July 17, 2023



Exhibit C Assumptions & Clarifications

Gen	eral Project Clarifications
	s related to the following items are not included in the GMP estimate; however, the items may be required as part of the overall ect development cost:
1.	Architectural/engineering fee(s)
2.	Plan review fee(s)
3.	Builder's risk insurance (including deductibles)
4.	Independent testing and inspections
5.	Independent commissioning

- 6. Final site survey
- 7. All utility company costs/ fees
- 8. Utility company connection charges/fees
- 9. Utility company charges/fees for removal and/or relocation of existing utilities
- 10. Temporary/ permanent utility consumption costs, unitl permanent service is available.
- 11. Handling or remediation of hazardous materials
- 12. Remediation and/or disposal of contaminated soil
- 13. Rock excavation
- 14. Stormwater quality control system(s)
- 15. Roof davits/window washing equipment
- 16. Moisture testing/ mitigation
- 17. Excessive floor prep/ floor leveling
- 18. Interior/ exterior signage
- 19. Exterior building-mounted signage or monument signage. (Masonry base is included in the bid)
- 20. Furniture, fixtures and equipment (FF&E)
- 21. Fire pump
- 22. Lightning protection system
- 23. Distributed antenna system for enhanced cellular service
- 24. Milling and repaving the west access road.



Pending Most

July 17, 2023

033000-09

033000-10

Eliminate sidewalk and convert to landscaped planter area

reduce the size of the frost slab and replace with standard sidewalk.

Likely Not CSI Code Description Accepted Accepted Rejected Pending Accepted *Please note that all values shown below are subject to change based on actual/final architectural and engineering input and design. General Items Division 030000 - Concrete 033000-01 Use fiber mesh reinforcing in lieu of welded wire reinforcing at all interior slab on grade 033000-01.1 Use fiber mesh reinforcing in lieu of welded wire reinforcing at all (\$2,350) exterior slab on grade (\$11,900) 033000-02 Reduce the thickness of the interior concrete slab on grade from 6" to (\$11,500) 033000-03 Eliminate the separation fabric under the interior slabs on grade 033000-04 (\$10,250) Reduce width of sidewalks and crosswalk concrete paving at locations Indicated. See Sheet CS.0 for extent dated 06/12/2023 Reduce width of one way exit to 12' (Concrete Apron reduction). Per 033000-05 (\$450) Sheet CS.0 Dated 06/12/2023 033000-06 Change to standard duty concrete paving at courtyard in lieu of SO pavers (See paver deduct below) 033000-07 Delete the masonry dumpster enclosure foundation (52,250) 033000-08 Change the basement walls from retaining to standard formed Provide Sketches to Bialosky for vetting by (\$13,640) concrete wall as noted in the DD documents. (See attached Structural Engineer, Sketches were assumption from the Concrete Contractor for vetting by Structural responded too by Bialosky Structural Engineer and is now being repriced by Engineer Concrete Contractors. Revised sketches

Exhibit C Cost Savings Items
Pending Most

Cost Savings Items Page 5 of 12

provided by Structural Engineer. The new price reflects the Structural Engineers

See Division 320000 Site Improvements for fandscaping Increase allowance.

(\$650)

(\$3,000)

July 17, 2023



Exhibit C Cost Savings Items Pending Most Pending Most likely Likely Not CSI Code Description Rejected Accepted Pending Accepted Accepted Comments Division 040000 Masonry 042613-01 Change stainless steel fabric flashing to 40 mil rubber flashing (\$1,600) 042613-02 Delete the glass fiber thermal insulation at the brick ledge along the (\$12,000) 042613-03 Use standard color mortar in lieu of colored mortar (\$4,000) 042613-04 Deduct masonry at dumpster enclosure (\$20,000) (-\$20,000 = previous estimate) BLK confirmed chain link fence at dumpster enclasure is NOT permissible per Brooklyn Zaning code, BLK proposes vinyl fence product or keep it as masonry by reduce height by 24" to 6"0" PCC to reprice Bialosky pending acceptance for review with CCPL Per CCPL chain link fencing with vinyl slats is acceptable, Bialosky will check with City ordinance 042513-05 Reduce the height of the dumps ter enclosure by 2' (\$2,000) Division 050000 - Metals 0512000-01 Change roof framing from wide flange beams to joists at areas that (\$7,935) don't have acoustic deck. Increase the spacing between the wide flange beams to reduce the number of beams 0512000-02 Change the acoustical deck to regular decking in areas with acoustical (\$1,300) tile ceilings! Division 060000 · Wood and Plastics 064000-01 Eliminate (3) MW-13 book Shelves (\$8,290) Division 070000 · Thermal and Moisture Protection 072723-01 Hunter Panel in lieu of ArmorWall; Added Air Barrier (\$21,750) AVB based on Meadows LMP Product 074123-01 Change GFRC to exposed fastener in lieu of concealed fastener (\$56,256) 074123-02 Utilize GFRC panels to more optimal sizes and yields Not cost savings since the panels are at 85% 50.00 in lieu of concealed mechanical fixing system install panels using 074123-03 manufacturer approved adhesive based concealed fixing system (Alternate #1) \$0.00 Equitone does not offer this option

> Cost Savings Items Page 6 of 12

July 17, 2023



		Exhibit (Cost Savings II	tems			
CSI Code	Description	Rejected	Pending Most Likely Not Accepted	Pending	Pending Most likely Accepted	Accepted	Comments
074123-04	1 Lieu of shop-mitered & adhered GFRC return contract canopy edge detail as shown in detail breakout Noted as (Alternate 3)			(\$3,000)			
074123-05	Change GFRC Equitone concealed fastener panel system to a KOL concealed fastener panel system. The GFRC Material (50% Smooth Finish, Natural Color and 50% Blast Finish, Natural Color)					(\$72,103)	
074123-06	Remove louver. Add girts, insulation and metal panels	\$2,988					
075400-01	Eliminate section of fleece back membrane	(\$9,000)					
075400-01.1	Change 80 mill fleece back TPO roofing to 60 mill fleece back roofing	(\$2,000)					
075400-02	Eliminate pavers and green roofing					(\$20,000)	
	Nominal .060 TPO in Lieu of minimal .060 TPO					(\$3,000)	
075400-03 075400-04	Eliminate dens deck and vapor barrier at roof details A002 R1, R2, and R3.			ž.		(\$75,000)	alosky will meet will CCPL Envelope Consultant to discuss all roofing items for what is acceptable, BACLE wants to review total compliance with an approved assemblies and installation NPPA or Utilisted assembly, this will be submission requirement. BACLE and Taylor wants to review and go through the QAQC of installation. Addendum #5 dated July 12, 2023 includes the language BACLE revised per the Acceptance of the VE Cost Savings.
075400-04.1	Breakdown value of the work above for the Vapor Barrier						Vapor barrier value is \$30,000.00

Cost Savings Items Page 7 of 12



July 17, 2023

		Exhibit (Cost Savings It	ems			
			Pending Most Likely Not		Pending Most likely		
CSI Code	Description	Rejected	Accepted	Pending	Accepted	Accepted	Comments
075400-04.2	Breakdown value of the work above for the Dens Deck						Dens Deck value is \$45,000.00
077200-01	Eliminate roof rails at column lines 4 and one row each at lines 6 & 8.					(\$24,800)	
077200-02	Change break metal roof edge detail at GFRC panel to standard color in lieu of special color (See attached color chart)					(\$10,000)	Cannot be taken in conjunction with 077200- 03
077200-03	Change break metal roof edge detail at GFRC panel to standard Metallic color in lieu of special color (See attached color chart)	(\$9,000)					Cannot be taken in conjunction with 077200- 02
Division 0800	00 · Openings						**
081113-01	Change wood doors to plain sliced white oak doors	(\$1,000)					
081113-02	Change FRP Doors to galvanized hollow metal /urethane core doors	(\$3,200)					
084313-01	Eliminate rustom fin face cap and provide standard face cap details Vertical Type A (3/A901) and Vertical Type B (4/A901), and standard face cap detail and 2/A 901.		(\$8,080)	\$0	(\$7,500)		PCC is to get the break down between the type A Cap and Type B cap for evaluation
084313-02 1	Provide 0% 60% gradient frit pattern (digital print) from Oldcastle Building Envelope utilizing 1/8" dots in lieu of 1/16" dots. Please note the max insulated unit size is 76" = 140". Print color of frit pattern black or white	(\$85,625)					
084313-02-2	Provide Standard frit pattern (digital prim:) from Oldcastle Building Envelope utilizing 1/8" dots in lieu of 1/16" dots. Please note max insulated unit size is 76" x 140". Print color frit pattern black, white warm gray, charcoal, gunmetal, twindow gray, lava bronze. Standard Dot Patterns - 1/8" Dots on 1/4" centers staggered providing 40% coverage or 1/8" dots on 1/8" centers staggered providing 60% coverage.	(\$125,220)					



July 17, 2023

Exhibit C Cost Savings Items

		Exhibit C	: Cost Savings I	tems			
CSI Code	Description	Rejected	Pending Most Likely Not Accepted	Pending	Pending Most likely Accepted	Accepted	Comments
084313-02.3	Revise IG-1 (Vision Glass): %-inch Guardian 'Crystal Gray (or eq Guardian SN54 (or eq), on #2 - %-inch airspace - %-inch Guardian 'Clear' (or eq) - 666-2 [Fritted Glass] - %-inch Guardian 'Crystal Gray' (or eq) = Guardian SN54 (or eq), on #2 - %-inch Guardian 'Crystal Gray' (or eq) = Guardian SN54 (or eq), on #2 - %-inch Guardian 'Clear' (or eq) = Frit (1/8" dot on %" centers, warm gray) on #3 - %-Revise CW-5 & CW-6 (north elevation) to be all IG-1 (no frit) and revise CW-7 & CW-8 (east elevation) to be IG-2 above 12'-0" and IG-1 below					(\$169,625)	
Division 0900	00 - Finishes						
093000-01	Change ceramic tile wall pattern from Herringbone pattern to horizontal stack bond					(\$6,000)	
093000-02	Delete ceramic tile bathroom walk					(\$12,000)	
096800-01	Deduct 800 sqft of carpet in Children's area and eliminate (3) MW-13 book bins					(\$4,984)	
Division 1000	00 · Specialties						
102219-01	Change from Dirt Wall partitions to 35/8" cold formed metal framed drywall partitions, 8" cold formed metal framed ceiling joists, 1/2" faminated glass in Infinium u-channel framing and the end wall returns are 4.0" at the sides, hollow door frames and wood doors with lights, painting of the drywall partitions, Ceiling are acoust altile ceilings per the contract documents. The cold formed metal framing and glass partitions will be mounted to the access floor with the call peting running underneath. This VE Cost Savings included \$5,000.00 for adjustment to the final design modifications by the architect					(\$52,917)	

July 17, 2023



Exhibit C Cost Savings Items Pending Most Pending Most tikely Likely Not CSI Code Description Rejected Accepted Pending Accepted Accepted 103100-01 Reduce the size of the fire place form 48" dia to 36" dia with a 24" (\$24,600) Need to be discuss with CCPL for acceptance burner. This fire place would be manufactured by Stellar Division 110000 - Equipment Division 120000 - Furnishings Division 210000 · Fire Suppression 210000-01 Change all piping from threaded schedule 40 pipe to allowing (\$19.967) Schedule 10 grooved pipe where allowed 210000-02 Use equal products from Global, and others that meet the (514,482) manufacturer qualifications as noted in the specifications Division 220000 - Plumbing Division 230000 - HVAC 230000-01 Use spiral duct in lieu of ductsox under the access floor 230000-02 Change the under floor system to FP VAVS with HW coils and TRO eliminate the LFY with special grilles. This would require ducting the perimeter zone plan with FP VAVs and would eliminate with there own fan, coils and controls 230000-03 Cannot be used in conjunction with line Change the raised floor air distribution to constant volume and (\$17,200) 230000-03.1 eliminate additional controls between zones and raised floor air distribution Revise the air handling unit to include and integral return air fan. Cannot be used in conjunction with line 230000-03.1 (\$64,300) Both the supply and return fans would be a two fan plenum 230000-03:1. VE Cost Savings revised. The assemblles with TEFC premium efficiency motors. The unit should fit cost to increase the depth of the basement In the space as the existing Daikin unit was 30'long x 15' wide x 7' by 1'-0" the Order of Magnitude cost would tall. The new unit would actually be smaller footprint 30' long 12' be \$20,000 for concrete, steel wide and 7' 10" tall. There would be details to work out. waterproofing and excavation. 23000-03.2 Reduction of cost Diakin Unit (\$10,000) 230000-04 (\$18,000) Reduce the quantity of supply fans sections of the air handling unit (Fan Array) from 8 to 4 larger ones

> Cost Savings Items Page 10 of 12

260000-01 Eliminate snow melt at the sidewalk entrances

July 17, 2023



(\$32,680)

Exhibit C Cost Savings Items Pending Most Pending Most likely Likely Not CSI Code Description Rejected Accepted Accepted Accepted 230000-05 Eliminate temperature control points from boiler/pumps (obtaining (\$2,900) the relevant information through the BACnet control integration eliminate one of the two boiler return temperature sensors by use of one common sensor in the hot water return line 230000-06 Eliminate DDC controls from six cabinet unit heaters by utilizing stand (\$2,800) alone analog controls 230000-07 Eliminate monitoring of the utility meters (\$1,000) 230000-08 Eliminate One Unit Heater in Vestibule 100 and use air curtain to heat (\$2,000) vestibule when space temperature drops below the setpoint. regardless of door position 230000-09 Eliminate dedicated outdoor air/economizers system including fans, (\$14,000) louvers, ductwork, diffusers and associated controls. Typical of rooms 110A and 1108 230000-10 Eliminate dedicated outdoor air/economizers system including fans. (\$11,500) louvers, ductwork, diffusers and associated controls. Typical of rooms 124 and 125 230000-11 In lieu of linear slots indicated for return on the south wall of Adult (\$35,000) BACLE would like to see a breakdown and Children's Collection, install (5) 8'x6" linear bar grilles in Adult between linear and the LFT's (elimination of and (1) 10 x 6 in Children's instead. Revise Linear Fan Terminal the 12 LFT's | 1. Deduct for linear slot return layout. Remove qty. (12) LFT-01's and revise a total of (40) of the grilles on south wall of Adult and Children's remaining 48" L LFT-01 to (20) 96" LFT's instead Collection Deduct \$10,500 2.4dd for (5) 8'x6" linear bar grilles in Adult and (1) 10'x6" bar grille in Children's Collection Add \$1,300.00 3. Deduct for (12) LFT-01's Deduct \$17,500 4. East to revise (40) of the remaining 48"L LFT-01's to (20) 96"L LFT's Deduct \$8,300 230000-12 Revise perimeter heat in Children's Area 122' to hydronic fin tube in (\$5,900) PCC pricing will need to look at a small knee fieu of LFT's. Assume (3) zones for fin tube. Architectural detail shall wall which will add framing and drywall. be similar to 7/A603 including at locations currently referenced as 4/A603 See attached for extents. Division 260000 - Electrical

> Cost Savings Items Page 11 of 12

July 17, 2023



			Pending Most		Pending Most		
CSI Code	Description	Rejected	Likely Not Accepted	Pending	likely Accepted	Accepted	Comments
260000-02	Eliminate the roof and gutter snow melt system	(\$19,890)					
260000-03	Eliminate (9) BL bollard fixtures with all labor and bases					(\$9,840)	
260000-04	Eliminate electrical work for "Flock" bird fixtures at Children's Area (Electrical Work)					(\$1,080)	
260000-05	Change manufactures of light fixture packages	(\$18,700)					
26000-05.1	Light fixture Package Cost Reduction					(\$7,831)	
260000-06	Delete electrical wiring and connections to outdoor air/economizers system Rooms 110A and 110B	(\$1,480)					
260000-07	Deduct (6) LG Fixtures in Children's Area					(\$18,940)	
260000-08	Delete power to fans FX-01 and F-02 Rooms 124 and 12					(\$1,210)	
269000-01	Eliminate "Flock" bird fixtures at Children's Area (Fixtures)					(\$3,850)	
Division 2700	100 and 280000 - Communications and Security	LES ELEVES NO					Carlo
270000-01	Eliminate in each conference room (2) internally wired speakers. (1) uninterruptable power supply (UPS), (1) 42 U equipment rack, (1) audio amplifier, point to point cabling, programming and Commissioning.	(\$11,434)					
270000-02	Provide Hanwha 2U Wisenet Network video recorder in lieu of Tyco Exacq model-no software maintenance package required with the recommended. The Hanwha NVR requires only a one-time license (Included)	(\$13,320)					
Division 3100	000 · Earthwork						
Division 3200	000 · Exterior improvements					A WAY TOO	2210/
321216-01	Change all asphalt from heavy duty paving to standard duty paving to hatched areas shown on sheet CS.0					(\$14,754)	
321216-02	Reduce width of exist lane from 16' to 12'					(\$2,619)	
321216-03	Use Standard #448-1 Surface Asphalt in lieu of "No RAP" mix				(\$4,783)		Bialosky to follow up with Neff
323113-01	Add Chain link fence with labric in lieu of mass nry at dumpster enclosure	\$7,320					
329200-01	Deduct 2x2 pavers at courtyard					(\$11,189)	
329200-02	Add landscaping at side walk reductions allowance					600	
	Totals	(\$441,469)	(\$96,980)	(\$24,750)	(\$63,183)	(\$684,784)	

Cost Savings Items Page 12 of 12

Actual Work Critical Remaining W	,	,	DP	DP	Schedule Update	Jul-13-23 Schi
Brooklyn P?	Ciuyahoga County Public Library -	Ciuyahoga	Approved	Checked Approved	Revision	Date
 Curtainwall 	Nov-03-23	5 Oct-30-23	U)		Curtainwall	A1480
Brick	Oct-27-23	5 Oct-23-23	υn		Brick	A1470
Framing/Sheathing/AVB	Oct-20-23	5 Oct-16-23	υ	ing/AVB	Framing/Sheathing/AVB	A1460
Nov- (0-43) building Exterior Mountup Foundations	Nov-10-23 Oct-13-23	23 Oct-11-23 3 Oct-11-23	ى س كى		A1450 Foundations	A1450
■ UG Rough from Generator & CU-U1 to Disconnects	Jan-02-24	8 Dec-22-23		UG Rough from Generator & CU-01 to Dis	UG Rough from	A1680
 UG Telecommunications Rough to Basement/Demarc 	Jan-04-24	10 Dec-22-23	n 10	UG Telecommunications Rough to Basem	UG Telecommu	A1670
 Set Transformer Pad/Transformer (transformer by CEI) 	Dec-21-23	5 Dec-15-23	C/L	Set Transformer Pad/Transformer (transfo	Set Transformer	A1700
UG Electical Secondary Ductbank to Building	Dec-21-23	5 Dec-15-23	G G	UG Electical Secondary Ductbank to Build	UG Electical Se	A1660
 UG Electrical Primary Ductbank to Transformer 	Dec-14-23	10 Dec-01-23	10	UG Electrical Primary Ductbank to Transfe	UG Electrical Pr	A1650
■ UG Gas Connection Extend to Building	Nov-30-23	10 Nov-17-23	10	UG Gas Connection Extend to Building	UG Gas Conne	A1640
■ UG Water Comection/Vaut/VExtend to Building	Nov-16-23	10 Nov-03-23	10	UG Water Correction/Vault/Extend to Buil	UG Water Com	A1630
Storm Retention/Site Utilities	Oct-11-23	25 Sep-07-23	133	VSite Utilities	Storm Retention/Site Utilities	A1210
Mass Excavation/Undercut/Basement Excavation	Sep-06-23	20 Aug-10-23	28	Mass Excavation/Undercut/Basement Exc	Mass Excavatio	A1070
■ Mobilization	Aug-09-23	ľ	00		Mobilization	A1060
Jan-04-24, Site Utilities/Building Pad Prep	Jan-04-24	114 Jul-31-23	114		Site Cilitias/Building Pad Prep	Site Utilities/
▼ Jul-07-23 A, Brooklyn City Center Milestones Completion of Building Demo	Jul-07-23 A Jul-07-23 A	0 Jul-07-23 A	00	uilding Demo	Brooklyn City Center Mitestones A1140 Completion of Building Demo	Brooklyn City A1140
◆ Substantal Competion	Sep-30-24*		0	pletion	Substantial Completion	A1120
	Oct-07-24	311 Ju-07-23 A	224			Construction
Submittal Prep/Review	Oct-10-23	45 Aug-09-23	B	Review	Submittal Prep/Review	A1500
Award Subcontracts	Aug-08-23	10 Jul-26-23	10	acts	Award Subcontracts	A1190
City Board Review/Approval of GMP	Jul-25-23*	0	0	City Board Review/Approval of GMP	City Board Revie	A1180
◆ PCC to Submit Final GMP	Jul-18-23*	0	0	Final GMP	PCC to Submit Final GMP	A1170
CCPL Groundbreaking	Jul-13-23 A	0	0	eaking	CCPL Groundbreaking	A2010
Bid/Scope Reviews/Value Engineering	Jul-18-23	4 May-12-23,	15	Bid/Scope Reviews/Value Engineering	Bid/Scope Revie	A1160
Bid Physice	May-11-23 A	0 Apr-24-23 A	14		Bid Phase	A1150
Permit Review by City	Jun-02-23 A	0 Apr-24-23 A	30	y City	Permit Review by City	A1040
Construction Documents	Apr-21-23 A	0 Feb-14-23 /	88	currents	Construction Documents	A1030
esign Development/Estimate	Feb-13-23 A Pesig	0 Nov-01-22/	প্র	ment/Estimate	Design Development/Estimate	A1020
	Nov-01-22 A timate	0 Oct-17-22 A	12	stimate	CMR SD Cost Estimate	A1010
SD estimate completion	Oct-07-22 A SD 6	0	0	McGuiness Unlimited SD estimate comple	McGuiness Unli	A1050
	Sep-15-22 A	0 Jul-01-22 A	75	ĝn	Schematic Design	A1000
Oct-10-23, Preconstruction	Oct-07-24	923 Jul-01-22 A	517	rooklyn R2	Ciuyahoga County Public Library - Brooklyn R2 Reconstruction	Ciuyahoga Count
	THE COPY				Adady Name	Glady D
PANZICA CONTROLLO	Classic EPS/WBS Layout			Вгоокуп К2	Ciuyahoga County Public Ltbrary - Brooklyn R2	iuyahoga Cou

Cosso cell spray roam insulation Curtainwall Roof Snowguard System Enterior Lowers Exterior Lowers Exterior Doors/Hardware Roof Walkway Pads Actual Work Critical Remaining W		ga County I	Cluyano	0 10000000	01.00000		aic	
Cursin cell spray loan insulation Curtainwall Roof Snowguard System Entry Canopy Roofing Exterior Louvers Exterior Doors/Hardware Roof Walkway Pads Roof Walkway Pads	Ciuyahoga County Public Library - Bro		Cinnapo	Checked Approved	Checker	Revision	010	Date
Cusso cell spray loan insulator Curtainwall Roof Snowguard System Entry Canopy Roofing Exterior Louvers Exterior Doors/Hardware Roof Wakway Pads		May-31-24	30 Apr-22-24	8	Cpanels	Rail System/GFRC panels	A1370	1000
Cosso cel spray loan insulator Curtainwall Roof Snowguard System Entry Carropy Roofing Exterior Louvers Exterior Doors/Hardware		Apr-12-24	10 Apr-01-24	10	ds	Roof Walkway Pads	A1810	
Cosso cell spray loann instration Curtainwall Roof Snowguard System Entry Canopy Roofing Exterior Louvers		Apr-19-24	15 Apr-01-24	15	rdware	Exterior Doors/Hardware	A1570	2007
Cussoc cell spray roam instruction Curtainwall Rool Snowguard System Entry Canopy Rooling		Apr-05-24	10 Mar-25-24	10		Exterior Louvers	A1510	
Cursio cell spray roam instration Curtainwall Roof Snowguard System		Apr-12-24	20 Mar-18-24	8	gnij	Entry Canopy Roofing	A1820	
Curtainwall		Mar-29-24	10 Mar-18-24	10	system	Roof Snowguard System	A1800	
Cosed Cell spray roam in Sulandon		Apr-19-24	30 Mar-11-24	30		Curtainwall	A1360	
— Classel and name from includion		Mar-15-24	15 Feb-26-24	15	loam insulation	Closed cell spray foam insulation	A1590	
Exterior Brick		Mar-22-24	20 Feb-26-24	28		Exterior Brick	A1320	
Roof Insulation/Coverboard/TPO		Mar-15-24	25 Feb-12-24	25	werboard/TPO	Roof Insulation/Coverboard/TPO	A1350	
Roof Blocking		Feb-09-24	5 Feb-05-24	5		Roof Blocking	A1340	
Exterior AVB/Scrim		Feb-23-24	20 Jan-29-24	28	5	Exterior AVB/Scrim	A1310	
Exterior CF Framing/Sheathing/Exterior insulated Panels		Feb-02-24	20 Jan-08-24	r In: 20	Exterior CF Framing/Sheathing/Exterior In:	Exterior CF Frami	A1300	
R00		Dec-26-23	15 Dec-06-23	15	ing/AVB	Roof Deck Sheathing/AVB	A1330	
Jun-18-24. Building Envelope		Feb-02-24	3 Jan-31-24		to Basement	Pour Stair from L1 to Basement	A1780	
Des Carridin Li O Desente L		Jan-30-24	8 Jan-19-24	co	to Basement	Steel Stair from L1 to Basement	A1580	
Perimeter Drains/Sitone		Jan-05-24	8 Dec-27-23	œ	Stone	Perimeter Drains/Stone	A1290	
Level 1 F/R/P Slab on Grade		Jan-18-24	20 Dec-22-23	28	on Grade	Level 1 F/R/P Slab on Grade	A1420	No.
Roof Fall Protection/Davit Anchors		Dec-19-23	10 Dec-06-23	10	n/Davit Anchors	Roof Fall Protection/Davit Anchors	A1790	
Level 1Underground MEP Rough		Dec-26-23	15 Dec-06-23	5	nd MEP Rough	Level 1Underground MEP Rough	A1410	
Perimeter Waterprooking/Insulation		Dec-26-23	15 Dec-06-23	15	oding/Insulation	Perimeter Waterproofing Ansulation	A1280	
Building Exterior Concrete Walls		Dec-05-23	20 Nov-08-23	28	Concrete Walls	Building Exterior Concrete Walls	A1260	
Steel/Bracing Erection/Detailing incl Roof & Canopy Steel		Dec-05-23	30 Oct-25-23	of 2 30	Steel/Bracing Erection/Detailing incl Roof (Steel/Bracing Ered	A1270	
Building Footers/Grade Beams		Oct-24-23	12 Oct-09-23	12	rade Beams	Building Footers/Grade Beams	A1220	
Basement HWH Siab on Grade		Nov-03-23	8 Oct-25-23	00	slab on Grade	Basement F/R/P Slab on Grade	A1440	
Basement Waterprooting/rooter Urains/Backing		Nov-02-23	12 Oct-18-23	√B; 12	Basement Waterproofing/Footer Drains/Basement Drains/Basemen	Basement Waterp	A1250	
■ PrepyPour Slab on deck above basement		Oct-24-23	5 Oct-18-23	ont 5	Prep/Pour Slab on deck above basement	Prep/Pour Slab on	A1240	
■ Basement - Erect/Detail L1 Steel above		Oct-17-23	7 Oct-09-23	3 7	Basement - Erect/Detail L1 Steel above	Basement Ereck	A1230	
■ Basement & Area Well Foundations/Walls		Oct-06-23	15 Sep-18-23	alls 15	Basement & Area Well Foundations/Walls	Basement & Area	A1200	
■ Basement Underground MEP Rough		Nov.0323 Sep-15-23	107 Sep-07-23 42 Sep-07-23 7 Sep-07-23	707	Basement Underground MEP Rough		Bestman A1430	
Feb-02-24 Foundations/Structure			5 Nov-06-23	J.		Metal Panel/GFRC	A1490	
	1 0 A W J	1960	Burston State	Organi		Adwy Name		Addiesy D
PANZICA	Cidsolo En Simpo Layout	CidsolC			OOKIYII MZ	Cilyanoga County Public Library - Brookiyri Hz	inoga Coun	, Lu

May-15-24 May-30-24 Ciuvahora County Public Library - Brooklyn R2 Adval Work Critical Bomaining W		Ciuvahog	1			
UC Electrical Hougin	Camara Dahlia I ik		Checked Approved	Check	Revision	Date
- In Clastical Datas	May-30-24	12 May-15-24	12		UG Electrical Rough	A1690
■ Set Generalor and CU	May-14-24	5 May-08-24	O1		Set Generator and CU	A1730
■ Pour Generator and CU Pads	May-07-24	7 Apr-29-24	7	Pads	Pour Generator and CU Pads	A1710
Exterior Retaining Walls	Apr-26-24	20 Apr-01-24	20		Exterior Retaining Walls	A1620
■ Frost Slabs	Mar-29-24	10 Mar-18-24*	10		Frost Slabs	A1400
Sep-20-24, Site Improvements	Sen-20-24	135 Mar-18-24	125			Sile improvements
Punchlist	Oct-07-24	25 Sep-03-24	33		Punchlist	A1990
Operable Partition	Sep-11-24	7 Sep-03-24	7		Operable Partition	A1950
■ Sgrage	Sep-02-24	10 Aug-20-24	10		Signage	A2000
Doors/Hardware	Sep-02-24	20 Aug-06-24	20		Doors/Hardware	A1970
Floring	Sep-02-24	20 Aug-06-24	20		Flooring	A1960
■ Tollet Partitions/Accessories	Aug-12-24	10 Jul-30-24	10	ories	Toilet Partitions/Accessories	A1980
Interior Metal Panels	Aug-05-24	15 Jul-16-24	15		Interior Metal Panels	A1920
Milwork	Aug-19-24	25 Jul-16-24	25		Milwork	A1910
nstall MEP Futures	Jul-29-24	12 Jul-12-24	12		Install MEP Fixtures	A1940
ACT Cellings/Light Hixtures	Jul-22-24	20 Jun-25-24	20	res	ACT Ceilings/Light Fixtures	A1900
Ping	Jul-11-24	15 Jun-21-24	15		Tiling	A1930
Pam Wals/OH structure	Jul-04-24	20 Jun-07-24	20	Φ	Paint Wats/OH structure	A1840
Demountable Partitions	Jun-06-24	15 May-17-24	15		Demountable Partiitons	A1890
Insulate/Drywall/Taping	Jun-06-24	30 Apr-26-24	30		Insulate/Drywall/Taping	A1860
■ Wall Layout/Framing	May-02-24	15 Apr-12-24	15		Wall Layout/Framing	A1530
Access Floor	Apr 11-24	20 Mar-15-24	20		Access Floor	A1880
Access Floor MEP Rough	Mar-28-24	25 Feb-23-24	R	gh.	Access Floor MEP Rough	A1870
Concrete Slab Sealer	Feb-22-24	5 Feb-16-24	5		Concrete Slab Sealer	A1850
Celling Framing	Feb-15-24	20 Jan-19-24	28		Ceiling Framing	A1830
Rough	Oct-07-24 Feb-15-24	20 Jan-19-24 20 Jan-19-24	20		Overhead MEP Rough	A1520
Area Well Grating	Apr-03-24	8 Mar-25-24	ĊO		Area Well Grating	A1610
Basement Louverius	Mar-22-24	15 Mar-04-24	ij.		Basement Louver/Door	A1600
MEP Rough-In/Set Equipment	Apr-19-24	45 Feb-19-24	\$	pment	MEP Rough-In/Set Equipment	A1550
■ F/R/P Equipment Pads	Apr 19-24 Nov-17-23	10 Nov-06-23	10		Equipment Pads F/R/P Equipment Pads	A1540 F/S
Ary 19-24 Resembed MED For Immed	Jun-18-24	12 Jun-03-24	12	30	Roof Gravel Stops/Coping	A1380
	Jun-14-24	20 May-20-24	20	3	Extenor Metal Panels	A1390
M J J A S O N O J F M A M J J A S O N O J T M A M A N J J A S O N O J J F M A M A N J J A S O N O J J F M A M A N J J A M J A M J J A M	N A	Remaining Start Duration	Orginal Ren Duration D	33	Actively Name	Adher D
PANZICA				Ži II.	Cityanoga County nubils clusary s broomyn ne	inoga codiii

Jibrary - Brooklyn R2	Ciuyahoga County Public Library - Brooklyn R2	Cluyanoga					Jul-13-23
			Checked Approved	Checked	Revision	Date	
# 6 Fercing	Sep-06-24	5 Sep-02-24	Us		6° Fencing	A1770	-
Sae rumsnings	Sep-20-24		ਲੀ		Site Furnishings	A1760	
Asphalt Pavement/Striping	Aug-30-24	15 Aug-12-24	15	gnid	Asphalt Pavement/Striping	A1740	-
Pavers	Jul-30-24	12 Jul-15-24	12		Pavers	A1750	
Concrete Aprons/Scidewarks	Aug-09-24	20 Jul-15-24	8	valks	Concrete Aprons/Sidewalks	A1720	
S	Jul 12-24	20 Jun-17-24	20	- 57	Concrete Curbs	A1560	
	H-020		-		Adway Name		Activity D
PANZICA							



Cuyahoga County Public Library Brooklyn Branch Library Project

GMP Amendment Exhibit E - Alternates

There are no alternates on this project. All selected cost savings are shown under Exhibit C—Assumptions and Clarifications.

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Cuyahoga County Public Library Brooklyn Branch Library Project

GMP Amendment Exhibit F – Unit Cost

Unit Cost:

Undercut existing subgrade and replace on-site soils... **\$10.00 per cubic yard.** (Up to the first 2,000 cubic yard). This Unit Cost is associated with an Allowance noted in Exhibit "B" of the GMP Amendment

Undercut, haul, and replace with imported soils...\$58.00 per cubic yard.

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Cuyahoga County Public Library Brooklyn Branch Library Project

GMP Amendment Exhibit G - Self Perform Work Statement

Panzica Construction Co. (PCC) will be self-performing the Carpentry and Framing/Drywall/Acoustical Ceilings scopes of work on the Cuyahoga County Public Library – Brooklyn Branch project. Each scope of work includes the following...

Carpentry

- Rough Carpentry Furnish and Install (F&I)
- Fiberglass Reinforced Paneling F&I
- Concrete-Faced Rigid Insulation F&I
- Wall and Door Protection Furnished by Others, Installation only (I)
- Fire Protection Specialties (I)
- Architectural Woodwork (I)
- Hollow Metal Doors and Frames (I)
- Flush Wood Doors (!)
- Door Hardware (at installed door openings only) (I)
- Visual Display Units (I)
- Toilet, Bath and Laundry Accessories (I)
- Library Equipment (I)

Framing/Drywall/Acoustical Ceilings

- Cold-Formed/Metal Stud Framing Furnish and Install (F&I)
- Board Product Air Barrier F&I
- Exterior Sheathing F&I
- Sound Batt Insulation F&I
- Drywall F&I
- Firestopping (At Heads/Base of Metal Framed Partitions only) F&I
- Sound Caulking (At Metal Framed Partitions only) F&I
- Acoustical Ceilings F&I
- Suspended Wood Ceilings F&I
- Sound Absorbing Wall Units Furnished by Others, Installation only (I)
- Projection Screens Furnished by Others, Installation only (I)
- Access Doors Furnished by Others, Installation only (I)

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	Exhibit H GM	IP Estimate Sum	nmary	
Bid Packa	ge		Amount	Subcontractor
BP-3A	Concrete	\$	945,610	Phoenix Cement
BP-4A	Masonry	\$	424,870	Foti
BP-5A	Steel	\$	910,515	Nova Structural
BP-6A	Carpentry	\$	156,388	PCC SPG
BP-6B	Architectural Woodwork	\$	236,610	Riceland
BP-7A	Roofing	\$	654,800	Warren Roofing
BP-7B	Metal Panels - GFRC -Louvers	\$	996,221	OCP
BP-7C	Waterproofing	\$	86,250	RAM
BP-8A	Doors, Frames & Hardware	\$	80,560	Enterprise Door
BP-8B	Glass & Glazing	\$	1,102,741	Imperial
BP-8C	Automatic Entrances	\$	21,750	Cleveland Door
BP-9A	Framing - Drywall	\$	1,186,910	PCC Interiors
BP-9B	Flooring (Resilient/Carpet)	\$	133,916	Messina
BP-9C	Painting	\$	77,500	Performance Paint
BP-9D	Tiling	\$	42,000	The Company
BP-9E	Terrazzo	\$	38,900	OA Bertin
BP-9F	Access Flooring	\$	415,943	Access Floor Spec
BP-10A	Folding Panel Partitions	\$	27,500	JC Sharp Corp
BP-10B	Specialties	\$	87,020	
BP-10C	Demountable Partitions	\$	24,784	Infinium Wall Systems
BP-10D	Fireplaces	\$	68,715	Acucraft
BP-11A	Library Equipment	\$	6,950	
BP-11B	Projection Screens	\$	28,500	
BP-12A	Window Treatments	\$	9,393	MAK
BP-12B	Entrance Floor Grilles	w/096		Messina Flooring
BP-21A	Fire Suppression	\$	147,047	Bassett Sprinkler
BP-22A	Plumbing	\$	456,900	EB Katz
BP-23A	HVAC	\$	1,938,800	EB Katz
BP-26A	Electrical	\$	1,109,863	<u> </u>
BP-26B	Suspended Bird Light Fixtures	\$	28,900	Halper Light Solutions
BP-27A	IT/Security/ Data and Low Voltage	\$	277,906	Lakeland Elec
BP-31A	Sitework	\$	684,460	Chieftian
BP-32A	Asphalt Paving	\$	166,078	Premier Asphalt
BP-32B	Landscaping	\$	178,197	Royal Landscape
BP-32C	Exterior Fencing	\$	10,850	Cuyahoga Fence
	Addendum #4 and #5 Allowance	\$	30,000	
	PCC General Requirements	\$	735,071	
	ect Construction Cost	\$	13,528,418	



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Exhibit H GMP Estimate Summary

Total	Construction Cost	\$ 15,177,753	
	CM Fee	\$ 442,070	3.00
	Construction Contingency	\$ 405,853	3.00
	Payment and Performance Bond	\$ -	W/Gen Con
	General Liability Insurance	\$ -	W/Gen Con
	Project Management and Supervision	\$ 398,288	
	Building Permit Fee	\$ 129,337	City of Brooklyn
	General Conditions	\$ 223,983	
	Preconstruction Service Fee	\$ 49,804	

July 14, 2023





CSI Code	Item Description	Bid Amount		Subcontractor/Remarks
010000		ė	725.074	
010000	PCC General Requirements	\$	735,071	
022000	Site Preparation and Protection		w/312000	
030516	Underslab Vapor retarders		w/033000	
033000	Cast-in-Place Concrete	\$	997,000	Phoenix Cement
	VE Cost Savings 033000-02 Slab thickness reduction from 6" to 5"	\$	(11,900)	
	VE Cost Savings 033000-03 Eliminate the separation fabric uner the			
	interior slab on grade	\$	(11,500)	
	VE Cost Savings 03000-04 Reduce the width of sidewalks and cross			
	walk concrete paving at locations indicated. See sheet C5.0 for extent	S	(10,250)	
	VE Cost Savings 033000-05 Reduce the width of one way exit to 12'	-	(10,230)	
	(concrete apron rduction)	\$	(450)	
	VE Cost Savings 033000-06 Change to standard duty concrete paving	7	(450)	
	at courtayrd in lieu of pavers	\$		
	at courtayro in fied of pavers	Ş		
	VE Cost Savings 033000-08 Change the basement wall from retaining			
	to standard formed concrete walls as noted in the DD documents.	\$	(13,640)	
	VE Cost Savings 033000-09 Eliminate sidewalk and convert to			
	landscape planter areas	\$	(650)	
	VE Cost Savings 033000-10 Reduce the size of the frost slab and			
	replace with standard sidewalk	\$	(3,000)	
031516	Concrete Construction Joints		w/033000	
033511	Concrete Floor Finishes		w/sections	
042613	Masonry Veneer	\$	444,470	Foti
	VE Cost Savings 042613-01 Change stainless steel fabric fishing to 40 mil			
	rubber flashing	\$	(1,600)	
	VE Cost Savings 042613-02 Delete the glass fiber thermal insulation at			
	the brick ledge along the perimeter	\$	(12,000)	
	VE Cost Savings 042613-03 Use standard color mortar in lieu of colored	-	122,111,	
	mortar	\$	(4,000)	
	VE Cost Savings 042613-05 Reduce the height of the dumpster	1		
	enclosure by 2'-0"	\$	(2,000)	
047200	Cast Stone Masonry	Ť	w/42613	
051200	Structural Steel Framing	\$	910,515	Nova Structural
053100	Steel Decking	-	w/051200	11010 30 30 00 00
054000	Cold-Formed Metal Framing		w/092116	
055000	Metal Fabrications		w/051200	
055113	Metal Pan Stairs		w/051200 w/051200	
055113	Metal Ladders		w/051200 w/051200	
055213			w/051200 w/051200	
	Pipe and Tube Railings Metal Grating and Floor Grates			
055305	Metal Grating and Floor Grates		w/051200	
057500	Decorative Formed Metal	ć	w/051200	DCC CDC
061019	Miscellaneous Rough Carpentry	\$	156,388	PCC SPG
064000	Architectural Woodwork	\$	244,900	Riceland
	Acrylic Shelves	\$	2,500	PCC Estimate
	KV Standards	\$	500	PCC Estimate
	SS Air Craft Cable Hanging System	\$	1,500	PCC Estimate
	Upholstery for Bench	\$	1,000	PCC Estimate
	VE Cost Savings 064000-01 Eliminate (3) MW-13 book shelves	\$	(8,290)	
068316	Fiberglass Reinforced Paneling		w/061019	
070527	The Air Barrier System		w/sections	
071300	Sheet Waterproofing	\$	86,250	RAM
072100	Thermal Insulation		w/sections	
	Insulated concrete wall panel area well		w/061019	w/carpentry
072119	Foamed-In-Place Insulation		w/sections	

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CSI Code	Item Description	Bid Amount	Subcontractor/Remarks
072723	Board Product Air Barriers	w/092116	
072726	Fluid-Applied Membrane Air Barriers	w/092116	
074213.23	Metal Composite Material Wall Panels	\$ 1,068,324	OCP
	VE Cost Savings 074123-01 Utilize the GFRC panels to more optimal	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	sizes and yields	\$ 8	
	VE Cost Savings 074123-05 Change GFRC Equitone concealled fastener		
	panel system to a KOL concealed fastener panel system (50% Smooth		
	Finish, Natural Color and 50% Blast Finish, Natural Color)	\$ (72,103)	
074246	Cementitious Wall Panels	w/074213.13	
075400	Thermoplastic Membrane Roofing	\$ 787,600	Warren Roofing
	VE Cost Savings 074500-02 Eliminate pavers and green roofing	\$ (20,000)	
	VE Cost Savings 075400-03 Change nominal .060 TPO in lieu of minimal		
	.060 TPO	\$ (3,000)	
	VE Cost Savings 075400-04 Eliminate dens deck and vapor barrier and		
	roof details A002 R1, R2 and R3.	\$ (75,000)	
	VE Cost Savings 077200-01 Eliminate roof rails at columns lines 4 and		
	one row each at lines 6 & 8	\$ (24,800)	
	VE Cost Savings 077200-02 Change break metal roof edge detail at GFRC		
	panel to standard color in lieu of special color, color chart submitted.	\$ (10,000)	
075563	Vegetated Protected Membrane Roofing	\$ (10,000) w/075400	
076200	Sheet Metal Flashing and Trim	w/075400	
	Roof Accessories	w/075400	
077200			
077700 078400	Wall Specialties	w/074213.13	
	Firestopping	w/sections	
079200	Joint Sealants	w/sections	F-t
081113	Hollow Metal Doors and Frames	\$ 72,605	Enterprise Door
	VE Cost Savings 102219-01 Change from Dirtt Wall partitions to 35/8"		
	cold formed metal framing drywall partitions, 8" cold formed metal		
	framed ceiling joists, 1/2' laminated glass wall in Infinium track, hollow		
	metal door frames and wood and glass doors.	\$ 7,955	
081416	Flush Wood Doors	w/081113	
081613	Fiberglass Doors	w/084313	
083100	Access Doors and Panels	w/sections	
084229	Automatic Entrances	\$ 21,750	Cleveland Door
084313	Aluminum-Framed Storefronts vc Cost Savings 004515-0215 kevise io-1 (vision Glass) 1/4 Guardian	\$ 1,272,366	Imperial
	"Crystal Gray" (or equal)-Guardian SN54 (or Equal) on #2, 1/2" air space		
	, 1/4" Guardian 'Clear' (or equal); IG-2 (fritted Glass) 1/4" 'Crystal Gray'		
	(or equal) - Guardian SN54 (or equal), on #2 1/2" air space 1/4 Guardian		
	"Clear" (or equal) -Frit (1/8" dot on 1/4" centers, warm Gray on #3;		
	Revise CW-5 and CW-6 (north elevation) to be all IG-1 (not frit) and		
	revise CW-7 and CW-8 9east elevation to be IG-2 above and 12'-0" and		
	IG-1 below.	\$ (169,625)	
	Window Film	\$ 1,357	PCC Estimate
084413	Glazed Aluminum Curtain Walls	w/084313	
087100	Door Hardware	w/081113	
088000	Glazing	w/084313	
088813	Fire-Resistant Glazing	w/084313	
089100	Louvers	w/074213.13	
090561	Common Work Results for Flooring Preparation	w/sections	
092116	Gypsum Board Assemblies	\$ 1,154,160	PCC Interiors

July 14, 2023





CSI Code	Item Description	Bid Amount		Subcontractor/Remarks	
	VE Cost Savings 102219-01 Change from Dirtt Wall partitions to cold				
	formed metal framing drywall partitions, cold formed metal framed				
	roof, 1/2' laminated glass wall in Infinium track, hollow metal door				
	frames and wood and glass doors.	ė	22.750		
093000	Tiling	\$	32,750	The Company	
093000	VE Cost Savings 093000-01 Change ceramic tile wall pattern from	Þ	60,000	The Company	
	herringbone pattern to horizontal stack bond	٠	(6,000)		
	VE Cost Savings 093000-02 Diete ceramic tile on non-wet bathroom	\$	(6,000)		
	walls	\$	(12,000)		
095100	Acoustical Ceilings	3	(12,000) w/092116		
095423	Linear Metal Ceilings	141	/074213.13		
095426	Suspended Wood Ceilings	- 00	w/092116		
096500	Resilient Flooring	\$	138,900	Messina	
090300	Resilient Flooring	7	130,300	MICOSHIG	
	VE Cost Savings 0968000-01 Deduct 800 sqft of carpet in Childern's area	\$	(4,984)		
096623	Resinous Matrix Terrazzo Flooring	\$	38,900	OA Bertin	
096700	Fluid-Applied Flooring		w/099123		
096813	Tile Carpeting		w/096500	Make the second of the second	
096900	Access Flooring	\$	415,943	Access Floor Spec	
097200	Wall Coverings		NIC	Finish Schedule Notes By Others	
098433	Sound Absorbing Wall Units		w/092116		
099113	Exterior Painting		w/099123		
099123	Interior Painting	\$	75,900	Performance Paint	
	VE Cost Savings 102219-01 Change from Dirtt Wall partitions to cold		,		
	formed metal framing drywall partitions, cold formed metal framed				
	roof, 1/2' laminated glass wall in Infinium track, hollow metal door				
	frames and wood and glass doors.	\$	1,600		
101100	Visual Display Units	5	6,988	Educational Equipment (Material Only)	
	Visual Display Units Labor		w/061019	w/carpentry	
02113.13	Metal Toilet Compartments	\$	10,338	Rayhaven	
102219	Demountable Partitions	\$	120,006	APG	
	VE Cost Savings 102219-01 Change from Dirtt Wall partitions to cold				
	formed metal framing drywall partitions, cold formed metal framed				
	roof, 1/2' laminated glass wall in Infinium track, hollow metal door				
	frames and wood and glass doors.	\$	(120,006)	APG deduct	
	VE Cost Savings 102219-01 Change from Dirtt Wall partitions to cold		and the second second second		
	formed metal framing drywall partitions, cold formed metal framed				
	roof, 1/2' laminated glass wall in Infinium track, hollow metal door				
	frames and wood and glass doors.	\$	24,784	Infinium Wall Systems	
102239	Folding Panel Partitions	\$	27,500	JC Sharp Corp	
102600	Wall and Door Protection	\$	3,222	Acrovyn / Engineered Products (Material Onli	
	Wall and Door Protection Labor		w/061019	w/carpentry	
102800	Toilet, Bath, and Laundry Accessories	\$	1,227	Rayhaven	
	Toilet, Bath, and Laundry Accessories Labor		w/061019	w/carpentry	
103100	Manufactured Fireplaces	\$	68,715	Does not Inloude installation	
	Manfactured Fireplace Labor		w/sections	and the second s	
104400	Fire Protection Specialties	\$	2,260	Protegis (Material Only)	
	Fire Protection Specialties Labor	T	w/061019	w/carpentry	
105113	Metal Lockers	\$	5,471	Rayhaven	
107500	Flagpoles	\$	21,389	US Flag & Flagpole Supply (Material Only)	
20,000	Flagpoles Labor		w329200	w/ landscaping	
111136	Vehicle Charging Equipment		w/260513	w/electrical	
115100	Library Equipment	\$	3,450	Kingsley (Material Only) Book Drops	
	Transaction Drawer	\$	3,500	Diebold (Material Only)	
			w/061019	w/carpentry	

July 14, 2023





CSI Code	Item Description		d Amount	Subcontractor/Remarks	
115213	Projection Screens	\$	28,500	Designer Accents (MATERIAL ONLY)	
110210	Project Screen Installtion	~	w/092116	w/drywall	
122400	Window Shades	\$	9,393	MAK	
124813	Entrance Floor Mats and Frames		w/096512	Messina Flooring	
210500	Common Work Results for Fire Suppression	\$	161,529	Bassett Sprinkler	
220300	VE Cost Savings 210000-02 Use equal products from Global, and others that meet the manufacturer qualifications as noted in the specifications		(14,482)	DOSCEC SPIRITE	
210523	General-Duty Valves for Water-Based Fire-Suppression Piping		w/210500		
210553	Identification for Fire-Suppression Piping and Equipment		w/210500		
211200	Fire-Suppression Standpipes		w/210500		
211300	Fire-Suppression Sprinkler Systems		w/210500		
212200	Clean-Agent Fire-Extinguishing Systems		w/210500		
220516	Expansion Fittings and Loops for Plumbing Piping	\$	456,900	EB Katz	
220517	Sleeves and Sleeve Seals for Plumbing Piping	· · · · ·	w/220516		
220519	Meters and Gages for Plumbing Piping		w/220516		
220523	General-Duty Valves for Plumbing Piping		w/220516 w/220516		
220529	Hangers and Supports for Plumbing Piping and Equipment		w/220516 w/220516		
220523	Identification for Plumbing Piping and Equipment		w/220516 w/220516		
220719	Plumbing Piping Insulation		w/220516		
221005	Plumbing Piping		w/220516		
221006	Plumbing Piping Specialties		w/220516		
221429	Sump Pumps		w/220516	v	
223000	Plumbing Equipment	ļ	w/220516		
224000	Plumbing Fixtures		w/220516		
230130.51	HVAC Air-Distribution System Cleaning	\$	1,976,000	EB Katz	
	VE Cost Savings 230000-04 Reduce the quantity of supply fan sections of the air handling unit (Fan Array) form 8 to 4 larger ones. VE Cost Savings 230000-05 Eliminate temperature control points from	\$	(18,000)		
	boiler/pupms (obtaining the revelant information through the BACnet control integration: Eliminate one of the two boiler return sensors by use of one common sensor in the hot water return line VE Cost Savings 230000-06 Eliminate DDC controls from six cabinet unit	\$	(2,900)		
	heaters by utilizing stand alone analog controls	\$	(2,800)		
	VE Cost Savings 230000-08 Eliminate one unit heater in Vestibule 100	7	(2,000)		
	and use air curtain to heat vestibule when space temperature drops				
	below the setpoint, regardless of door position.	\$	(2,000)		
	VE Cost Savings 230000-10 Eliminate dedicated outdoor air/economizer system including fnas, louvers, ductwork, diffusers and associated	و	(2,000)		
	controls, in room 124 and 125	\$	(11,500)		
230513	Common Motor Requirements for HVAC Equipment		w/230513		
230516	Expansion Fittings and Loops for HVAC Piping		w/230513		
230517	Sleeves and Sleeve Seals for HVAC Piping		w/230513		
230519	Meters and Gages for HVAC Piping		w/230513		
230523	General-Duty Valves for HVAC Piping		w/230513		
230548	Vibration and Seismic Controls for HVAC	-	w/230513		
230553	Identification for HVAC Piping and Equipment		w/230513 w/230513		
230593	Testing, Adjusting, and Balancing for HVAC		w/230513 w/230513		
		-			
230713	Duct Insulation		w/230513		
230716	HVAC Equipment Insulation		w/230513		
230719	HVAC Piping Insulation		w/230513		
230800	Commissioning of HVAC		w/230513		
230913	Instrumentation and Control Devices for HVAC		w/230513		
230923	Direct-Digital Control System for HVAC	ļ	w/230513		
231123	Facility Natural-Gas Piping		w/230513		

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CSI Code	Item Description	Bid Amount	Subcontractor/Remarks
232113	Hydronic Piping	w/230513	
232114	Hydronic Specialties	w/230513	
232123	Hydronic Pumps	w/230513	
232300	Refrigerant Piping	w/230513	
232500	HVAC Water Treatment	w/230513	
233100	HVAC Ducts and Casings	w/230513	
233110	Fabric Air Dispersion for UFAD Systems	w/230513	
233300	Air Duct Accessories	w/230513	
233319	Duct Silencers	w/230513	
233416	Centrifugal HVAC Fans	w/230513	
233423	HVAC Power Ventilators	w/230513	
233433	Air Curtains	w/230513	
233600	Air Terminal Units	w/230513	
233616	Variable-Air-Volume Units	w/230513	
233700	Air Outlets and Inlets	w/230513	
233713	Diffusers, Registers, and Grilles	w/230513	
233714	Linear Natural Convection Terminal	w/230513	
234000	HVAC Air Cleaning Devices	w/230513	
235216	Condensing Boilers	w/230513	
237313	Modular Indoor Central-Station Air-Handling Units	w/230513	
238100	Decentralized Unitary HVAC Equipment	w/230513	
238200	Convection Heating and Cooling Units	w/230513	
238300	Radiant Heating Units	w/230513	
230300	Electric Snow Melt at Roof	w/260513	
	Electric Snow Melt at Grade	w/260513	
260513	Medium-Voltage Cables	\$ 1,181,444	Lakeland Elec
200323	VE Cost Savings 260000-01 Eliminate snow melt at the sidewalk	7 2/102/444	
	entrances	\$ (32,680)	
	VE Cost Savings 260000-03 Eliminate (9) BL bollards fixtures with all	\$ (52,000)	
	labor and bases	\$ (9,840)	
	VE Cost Savings 260000-04 Eliminate electrical work for "Flock" bird	\$ (5,640)	
	fixtures at Childern's Area	\$ (1,080)	
	VE Cost Savings 260000-05.1 Light fixter package reduction from Bright	(1,000)	
	Focus	\$ (7.831)	
	VE Cost Savings 260000-07 Deduct (6) LG fixtures in Childern's Area	\$ (18,940)	
	VE Cost Savings 260000-08 Delete power to fans FX-01 and FX-02 in	\$ (10,540)	
	Rooms 124 and 125	\$ (1,210)	
260519	Low-Voltage Electrical Power Conductors and Cables	w/260513	
260526	Grounding and Bonding for Electrical Systems	w/260513	
260529	Hangers and Supports for Electrical Systems	w/260513	
260533.13	Conduit for Electrical Systems	w/260513	
260533.16	Boxes for Electrical Systems	w/260513	
260536	Cable Trays for Electrical Systems	w/260513	
260553	Identification for Electrical Systems	w/260513	
260583	Wiring Connections	w/260513 w/260513	
260916	Electrical Controls and Relays	w/260513	444 days - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 -
260918	Programmable Controllers	w/260513	
260917	Remote Control Switching Devices	w/260513	
260918	Lighting Control Devices	w/260513 w/260513	
262100 262300	Low-Voltage Electrical Service Entrance	w/260513	
262413	Low-Voltage Switchgear	w/260513	17-01-27-11-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-7-
	Switchboards	w/260513	
	Davidhaayda	/200540	
262416 262713	Panelboards Electricity Metering	w/260513 w/260513	

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CSI Code	Item Description	Bic	l Amount	Subcontractor/Remarks
	Wiring Electric Snow Melt at Roof		w/260513	
	Wiring Electric Snow Melt at Grade		w/260513	
262813	Fuses		w/260513	
262816.13	Enclosed Circuit Breakers		w/260513	
262816.16	Enclosed Switches		w/260513	
263213	Engine Generators		w/260513	
263600	Transfer Switches		w/260513	
264300	Surge Protective Devices		w/260513	
265100	Interior Lighting		w/260513	
265600	Exterior Lighting		w/260513	
200000	Birds and Bird Ligth Fixtures	\$	32,750	Halper Light Solutions
	VE Cost Savings 269000-01 Eliminate "Flock" bird fixtures at Childern's	7	32,730	Traiper Ergitt Jordanons
	Area (fixtures)	\$	(3,850)	
270529	Hangers and Supports for Communications Systems	\$	277,906	Lakeland Elec
270533.13	Conduit for Communications Systems	٧	w/270529	Lakelalid Ciec
281000	Access Control		w/270529 w/270529	
281523	Intercom Entry Systems			
281523	1.		w/270529 w/270529	
	Video Surveillance			
283111	Building Intrusion Detection		w/270529	
284600	Fire Detection and Alarm		w/270529	chi. Ali
312000	Earth Moving	\$	664,460	Chieftian
	Undercut and use existing on site soils as fill 2000 cuyd	\$	20,000	Allowance at Unit Price of \$10.00/cuyd
312316.13 321216	Trenching Asphalt Paving	\$	w/312000 183,451	Premier Asphalt
	to standard duty paving per hatched areas shown on sheet C5.0 VE Cost Savings 311216-02 Reduce with of exit lane from 16" to 12' HC Parking Signs Precast Parking Bumpers	\$	(14,754) (2,619) w/321216 w/321216	
321313	Concrete Paving		w/033000	
321723	Pavement Markings		w/321216	
323113	Chain Link Fences and Gates	\$	10,850	Cuyahoga Fence
323113	Plastic Fences and Gates	٥	w/323123	Cuyanoga rence
		\$	29,268	Landscape Forms (Masterial Only)
323300	Site Furnishings	Ş		Landscape Forms (Material Only)
	Site Furnishings Labor		w/061019	w/carpentry
222212	Skate Board Deterents		w/042613	material and labor with masonry
323313	Site Bicycle Racks		w/ 323300	(Materail Only)
220200	Site Bicycle Racks Laobr		w/061019	w/carpentry
329200	Turf and Grasses	\$	188,786	Royal Landscape
	VE Cost Savings 329200-01 Deduct 2 x 2 pavers at the courtyard VE Cost Savings 329200-02 Add Landscaping at sidewalk reduction (Allowance)	\$	(11,189)	
329300	Plants	-	w/329200	
329447	Factory Fabricated Trellis Panels		w/329200 w/329200	
331000	Water Utilities		w/323200 w/312000	
333000	Sanitary Sewerage		w/312000 w/312000	
333913	Sewer Manholes, Frames and Covers		w/312000 w/312000	
	Electrical Underground Ducts, Ductbanks, and Manholes			
337119			w/312000	
334100	Storm Utility Drainage Piping		w/312000	
334113	Building Subdrainage		w/312000	
	Addendum #4 and #5 Allowance	\$	30,000	
	<u> </u>		40 800 515	
	Total Direct Construction Cost	\$	13,528,418	

Cuyahoga County Public Library

RESOLUTION AUTHORIZING THE LIBRARY TO ENTER INTO AGREEMENT WITH INFINITY CONSTRUCTION COMPANY FOR CONSTRUCTION MANAGEMENT AT RISK SERIVCES RELATING TO THE RENOVATION AND ADDITION OF THE SOLON BRANCH

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 approved the Chief Executive Officer, or designee, to negotiate an agreement for Construction Manager at Risk Services for the Solon Branch addition and renovation 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 Infinity Construction Company; and

Whereas, the costs and fees for Infinity Construction Company's construction management at risk services will be based on the final agreed upon guaranteed maximum price; and

Whereas, this Board has determined that it is in the interest of the Library to proceed with the execution of the Agreement with Infinity Construction Company for Construction Management at Risk Services for the Solon Addition and Renovation.

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 Infinity Construction Company for the Solon Addition and Renovation in an amount to be determined in an addendum; and

Section 2. The Board of Trustees hereby authorizes the Chief Executive Officer to execute and deliver on behalf of the Library the Agreement with Infinity Construction Company 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.

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(
Dean E. DePiero, President
K Maria L. Spangler. Secretary

Approved July 25, 2023



Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

BETWEEN the Owner:

(Name, legal status, address, and other information)

Cuyahoga County Public Library 2111 Snow Road Parma, Ohio 44134 Telephone Number: 216-661-4240

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

Infinity Construction Co., Inc. 18440 Cranwood Parkway Warrensville Heights, Ohio 44128 Telephone Number: 216-663-3777 Fax Number: 216-663-3778

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

CCPL - Solon Branch Addition & Renovations
34125 Portz Parkway
Solon, Ohio 44139
Addition to existing library and interior renovations of the existing facility along with related sitework & landscaping.

The Architect:

(Name, legal status, address, and other information)

CBLH Design Inc.
7850 Freeway Road - Suite 101
Middleburg Heights, Ohio 44130
Telephone Number: 440-243-2000

The Owner and Construction Manager agree as follows.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- **6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Construction of an addition to the existing Solon Branch Public Library as well as interior renovations to the existing facility, including all related and required sitework and landscaping. Thi program will be developed by the Owner, Architect and Construction Manager during the preconstruction process.

§ 1.1.2 The Project's physical characteristics:

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

To be developed during preconstruction and made part of the GMP Amendment

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6: (Provide total and, if known, a line item breakdown.)

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The Owner's budget for the Work of this Agreement is \$3,300,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates: (ALL DATES TO BE FORMALIZED AND INCORPORATED IN THE GMP PROJECT SCHEDULE)

.1 Design phase milestone dates, if any:

Construction Documents for GMP by November 2023

.2 Construction commencement date:

March 2024

.3 Substantial Completion date or dates:

November 2024

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth helow.

(Identify any requirements for fast-track scheduling or phased construction.)

Potential early bid packages for the release of long lead materials to facilitate the project schedule

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

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234TM-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2: (List name, address, and other contact information.)

Jeffery Mori 2111 Snow Road Parma, Ohio 44134 Telephone Number: 216-749-9434

Mobile Number: 216-298-3831

Email Address: jmori@cuyahogalibrary.org



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

The Cuyahoga County Public Library Board of Directors

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

.1 Geotechnical Engineer:

As noted within the Architect's contract with the Owner

.2 Civil Engineer:

As noted within the Architect's contract with the Owner

.3 Other, if any: (List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative: (List name, address, and other contact information.)

Jeffrey J. Valus 7850 Freeway Circle Middleburg Heights, Ohio 44130 Telephone Number: 440-243-2000

Email Address: jvalus@cblhdesign.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3: (List name, address, and other contact information.)

Charles A. Izzo 18440 Cranwood Parkway Warrensville Heights, Ohio 44128 Telephone Number: 216-663-3777 Fax Number: 216-663-3778 Mobile Number: 216-536-4413 Email Address: cizzo@infinityconstruction.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9: (List any Owner-specific requirements to be included in the staffing plan.)



User Notes:

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work: (List any Owner-specific requirements for subcontractor procurement.)

Subcontractor bidders list will be established by the Construction Manager and submitted to the Owner for approval prior to subcontractor bidding and the establishment of the GMP

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

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201TM–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.



ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall-may assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.



§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

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

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234TM–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.



§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing eash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. 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 Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.



- § 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.
- § 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreedupon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.
- § 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.
- 3.2.10 If the parties are unable to agree upon a Guaranteed Maximun Price then the Owner and Construction Manager may agree upon payment to the Construction Manager on a time and materials basis for all work performed, plus payment of a fee to the Construction Manager based upon the hourly rates of services for Construction Manager's personnel and doing so shall allow for Construction Manager to continue to provide its services without a Guaranteed Maximum Price.

§ 3.3 Construction Phase

- § 3.3.1 General
- § 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.
- § 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

- § 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.
- § 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

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ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

- § 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.
- § 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.
- § 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234TM_2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid



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unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133TM-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A lump sum Preconstruction Fee of Twenty-five Thousand and 00/100 dollars (\$25,000)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Senior Project Manager - Tim Boyle - \$97.00/hour Project Estimator - Hunter Golias - \$48.00/hour Project Superintendent - Mike Spino - \$60.00/hour Operations Administrator - Jennifer Kless - \$45.00/hour

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within $\underline{\text{four}}$ ($\underline{4}$) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

User Notes:

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

Prime Rate of Interest plus 1 %



ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's

The Construction Manager's Fee shall be equal to three and one-half percent (3.5%) times the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For additive changes after approval and acceptance of the GMP the CM Fee shall be 5% For deductive changes after approval and acceptance of the GMP the credited CM Fee shall be 3.5%

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

The limitation for overhead and profit for subcontractor's and the Construction Manager's self performed work (if any) shall be: 5% overhead and 5% profit

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract

All project savings (if any) to the final GMP shall revert 100% to the Owner

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.



User Notes:

- § 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
- § 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.
- § 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

- § 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.
- § 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.
- § 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

- § 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.
- § 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.
- § 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below: (Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the

Senior Project Manager Tim Boyle Project Estimator - Hunter Golias Operations Administrator - Jennifer Kless

- § 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- § 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.
- § 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.



7.2.6 Construction Manager, Contractors, Subcontractors and Lower Tier Subcontractors shall comply with the requirements of Ohio Revised Code Chapter 4115 and pay Prevailing Wages as established by all labor working on the project.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

- § 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.
- § 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

- § 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.
- § 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.
- § 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- § 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.
- § 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

- § 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.
- § 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
- § 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.
- § 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.
- § 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.



- § 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.
- § 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.
- § 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.
- § 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.
- § 7.6.7 Costs of document reproductions and delivery charges.
- § 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- § 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.
- § 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.
- § 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.
- § 7.7 Other Costs and Emergencies
- § 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.
- § 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.
- § 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.
- § 7.7.4 The costs described in Sections 7.1 through 7,7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.
- § 7.8 Related Party Transactions

User Notes:

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the



Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- Expenses of the Construction Manager's principal office and offices other than the site office;
- Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable:
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its



responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

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- § 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- § 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.
- § 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.
- § 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- § 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- § 11.1.7.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
 - .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
 - .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
 - 6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:



(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

A retainage of 10% of each gross Application for Payment shall be held.

§ 11.1.8.1.1 The following items are not subject to retainage: (Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Permit Costs Insurance Premiums, Payment and Performance Bond premiums (if required), CAT Tax and the Construction Manager's General Conditions

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows: (If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage reduction may be requested by the Construction Manager and/or its subcontractors for Owner's approval.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.



§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AlA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

User Notes:

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Prime Rate of Interest plus 1 %

ARTICLE 12 DISPUTE RESOLUTION

§12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201 2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201 2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[] Arbitration pursuant to Article 15 of AIA Document A201-2017

[X] Litigation in a court of competent jurisdiction

[] Other: (Specify)

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

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§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

Take the Cost of the Work incurred by the Construction Manager to the date of termination;

- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Construction Manager a termination fee as follows:: (Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Construction Manager shall be paid forall work performed up to the date of terminationplus all de-mobilization costs incurred by the Construction Managerand all contractors, subcontractors or suppliers. Construction Manager shall also be paid for all materials purchased that cannot be returned to inventory for the full amount paid minus restocking charges. Re-stocking charges assessed for materials returned shall also be paid by Owner to Construction Manager.

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§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fce as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2017. Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201-2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

- § 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1.000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.
- § 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1.000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.
- § 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

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Coverage Excess Umbrella Limits \$10,000,000

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133TM-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133TM-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201 2017, may be given in accordance with AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below: 14.3.2.2 Construction Manager shall provide payment and (If other than in accordance with AIA Document E203 2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.) performance bonds for the full amount of the GMP. In the event the GMP is not established then the Construction Manager shall provide payment and performance bonds for the full amount of the Contract Sum.

§ 14.4

§ 14.5 Other provisions:

Construction Manager agrees that in providing any and all types of services as well as in the provisions of services by all its contractors as well as all subcontractors, lower tier subcontractors and suppliers, that they shall not discriminate in any manner whatsoever agianst any persons on the basis of such persons race, religion, national origin, sexual orientation, or preference, veteran status, or any other clssification protected by law. Construction Manager shall make sure that this provision is incorporated in to all of its contracts and subcontracts for work performed on the Project.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133TM_2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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- .2 AIA Document A133TM-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- AIA Document A133TM-2019, Exhibit B, Insurance and Bonds Infinity Construction's Compensation Proposal dated 6-12-23 (9 pages)
- .4 AIA Document A201TM-2017, General Conditions of the Contract for Construction
- .5 AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Other Exhibits: (Check all boxes that apply.)

[] AIA Document E234TM 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below: A (Insert the date of the E234-2019 incorporated into this Agreement.)

[X] Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

As noted in the eventual GMP Amendment - Exhibit A

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Infinity's Compensation Proposal dated 6-12-23 - Exhibit B - (9 pages)

This Agreement is entered into as of the day	y and year first written above.
	(Janles Chan_
OWNER (Signature)	CONSTRUCTION MANAGER (Signality)
a	Charles A. IzzoPresident / CE
(Printed name and title)	(Printed name and title)

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Certification of Document's Authenticity

AIA® Document D401 ™ - 2003

I, Charles A. Izzo, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 17:22:29 ET on 07/18/2023 under Order No. 4104241319 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133TM - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

PRESIDENT/CE

(Title)

JULY 18, 2023

(Dated)

EXHIBIT 'B'

Cuyahoga County **Public Library**

Solon Branch Library Project

COMPENSATION PROPOSAL

COMPENSATION OVERVIEW

We make all financial information available to *CCPL* on a 100% open book basis to provide full **accountability** for every dollar. Details of each item in the chart below follow on the remaining pages in this section. For purposes of this compensation proposal we are assuming total value as published in the RFQ is \$3.3 million.

Category	Quotation
Pre-Construction Fee	\$25,000
2. Construction Staff Cost	\$157,181
3. General Conditions Expenses	\$21,115
4. Construction Fee	3.5%
5. Contingency @ GMP	3%
6. Shared Savings (after GMP)	0%

Solon Branch Library Project

COMPENSATION PROPOSAL

1. PRECONSTRUCTION FEE

The table below shows the time our professionals will devote for the five-month duration stated in your RFP. There are percentages after each name. These are averages. Our estimator's time, for example, will peak during bidding and GMP. To express our desire to resume our business relationship with *CCPL* we propose to waive a portion of our actual preconstruction costs and we ask for no overhead and profit for these expenses.

Professional and Role on this Project	Hours	Rate	Extension
Charles Izzo, Contract and Business Relations (5%)	43	\$210	In CM fee
Tim Boyle, Senior Project Manager (20%)	173	\$97	\$16,781
Josh Williams, Director of Preconstruction (10%)	87	\$108	In CM fee
Hunter Golias, Project Estimator (20%)	173	\$48	\$8,304
Mike Spino, Project Superintendent (5%)	43	\$60	\$2,580
Jennifer Kless, Operations Administrator (5%)	43	\$45	\$1,935
Total Lump Sum	562		\$29,600
Total Including Voluntary Waiver of \$4,600			\$25,000

Full-Time Equivalent (466 total hours / 865 hours from June 2023 through September 2023) = 0.65



EXHIBIT B

Cuyahoga County **Public Library**

Solon Branch Library Project

COMPENSATION PROPOSAL

2. CONSTRUCTION STAFF COST

The table below shows the time our professionals will devote in the field. This includes time spent in construction, close-out, and warranty phases. We assume 9-months from **November through July 2024**, plus one month of close-out. Only our PM and Operations Administrator will bill for the last month. We acknowledge the July 2024 completion date as shown in your RFQ.

Staff Professional	Rate	Hours	Total
Tim Boyle, Senior Project Manager (40%)	\$97	623	\$60,431
Mike Spino, Project Superintendent (100%)	\$60	1,557	\$93,420
Jennifer Kless, Subcontracts Administrator (5%)	\$45	78	\$3,510
SUBTOTAL		2,258	\$157,181

Full-Time Equivalent (2,238 hours / 1557 available work hours between November 3023 and July 2024 = 1.5)



Solon Branch Library Project

COMPENSATION PROPOSAL

3. GENERAL CONDITIONS EXPENSES

The table below shows the cost for job site facilities to conduct field activities. **Per the RFP**, it includes the cost of bond premiums and GL insurance. On the next two pages we include a **cost allocation chart**. It can help you make "apples to apples" comparison between the proposals you receive.

General Conditions Expenses	Unit	Duration	Total
Construction Trailer	\$1,000	9-months	\$9,000
Job Office Supplies	\$150	9-months	\$1,350
Postage / Delivery	\$175	9-months	\$1,575
Telephone / Air Card (PM 30%, Supt 100%)	\$150	9-months	\$1,350
Blueprints	1	Lump Sum	\$1,000
Copies/Reproductions	\$175	9-months	\$1,575
Travel / Miscellaneous (PM and Superintendent)	\$250	9-months	\$2,250
First Aid / Water	85	9-months	\$765
Computer Use / PlanGrid (Superintendent)	\$200	9-months	\$1,800
Subtotal			\$21,115

Solon Branch Library Project

COMPENSATION PROPOSAL

STANDARD GENERAL CONDITIONS COST ALLOCATIONS	9 9	General Conditions Expense	Cost of the Work
Compensation to corporate officers, principals including related payroll taxes and pensions	х		
Salaries of our Chief Operating Officer, Director of Preconstruction Services, and other personnel who do not devote full time to the project and related payroll taxes, insurance, and pensions, when engaged on this project.	х		
Main office salaries, (other than those specifically listed herein), including all payroll taxes, insurance, and pensions, when engaged on this project	х		
Services of our Senior Project Manager, Senior Project Estimator Project Superintendent, and Subcontracts Administrator.		х	
Professional fees - including legal and accounting (excluding legal fees specifically generated due to this specific project)	х		
Bookkeeping or accounting expenses (office and field)	Х		
Cost of home office facilities including, but not limited to, rental cost or depreciation, light heat, water, and insurance related to home office	х		
Telephone, stationary, printing, and postage expended at the home office on behalf of this project		х	
Miscellaneous travel and expediting expenses related to this project		Х	
Taxes other than sales or use tax		Х	
Interest expense	Х		
The cost of rental of plant & equipment owned by Infinity used on project			х
Rental costs of equipment rented from others			Х
Recruitment costs for jobsite and office personnel	X		
Moving or relocation costs of personnel assigned to the project		Х	
Restricted quantities of small tools and supplies			Х

Solon Branch Library Project

COMPENSATION PROPOSAL

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STANDARD GENERAL CONDITIONS COST ALLOCATIONS	9. 0.	General Conditions Expense	Cost of the Work
Cost of fuel, lubricants, temporary electric power, heat, and water			х
Cost of performance and payment bonds			х
Cost of required permits and licenses			х
Project Field Office			х
Field Office Equipment		х	
Field Office Supplies		х	
Miscellaneous Reproductions		х	
Postage / Courier Expenses		х	
Telephone / Fax / Data		х	
Miscellaneous Expenses		х	
Drawing Reproductions (for Infinity's required uses)		х	
Ohio Commercial Activity Tax (CAT) – as applicable			х
General and Professional Liability Insurance			х
Temporary Heating and Weather Protection – if applicable			х
Builder's Risk Insurance			х
Temporary Fencing and Gates (Final scope to be determined by project requirements)			х
First Aid & OSHA Safety Equipment (for Infinity staff)			х
Dumpsters			х
Temporary Toilets for Construction Trailer			х
Daily and Final Cleaning			х
Security guard, flaggers, safety and protection, temporary ladders and stairs, temporary toilets, temporary lights, temporary doors and enclosures, finish protection, temporary roads and parking areas, snow removal, dust control, hoisting, elevator usage, trash chutes, pest control, miscellaneous tool rental, and yard trucking			X



EXHIBIT 'B'

Cuyahoga County **Public Library**

Solon Branch Library Project

COMPENSATION PROPOSAL

4. CONSTRUCTION FEE

We base our CM fee solely on a **standard rate of return** against the time our billable employees devote to the project. The calculation is the same whether the project is large or small. So, the percentage is generally less on larger projects and shorter durations, and higher on smaller projects and longer durations. For this project, it is the sum of Direct Cost of the Work, plus Staff and General Conditions costs times **3.5%**. It **includes** coordination of Owner provided FF&E at no additional cost.

Under the CMAR contract, *Infinity* and its subcontractors initiate **no** change orders. The only exceptions are for hidden or unknown conditions. Or, scope adds that *CCPL* or *CBLH* initiate.

A change to project scope can slow trade productivity. Major changes can extend the completion schedule or threaten the budget. For these reasons, we seek creative engineering solutions to **minimize or avoid** Owner or Architect change orders.

We do not treat them as a profit center. When the Owner or Architect issue a project change order **after** GMP approval, the CM fee on sublet work will be the stated fee above plus 1.0%. On self-performed work, the industry standard mark-up given to subcontractors of 10% for general conditions and 5% for fee would apply.



EXHIBIT 'B'

Cuyahoga County **Public Library**

Solon Branch Library Project

COMPENSATION PROPOSAL

5. CM CONTINGENCY

We typically carry a CM contingency of 2-3% in the GMP. The main use is to protect the GMP from CM errors or omissions. As there are thousands of details in a set of drawings, such errors are not atypical. Another use is to make the most of opportunities. For example, we may learn that a subcontractor has excess staff capacity. Then, we might recommend using the contingency to fund Saturday work, to accelerate the schedule.

Infinity DIFFERENCE

After field construction begins, our policy is to offer **contingency rollbacks** as risks and uncertainties reduce. *CCPL* can re-program those rollbacks as it desires **before** the end of the project. For your project, site work and procurement are the key risk. We foresee three potential rollbacks as the risk profile changes. The first, after **long lead purchases** are complete. The second, after **underground work** completes. The third, when the building becomes **weather tight**.

EXHIBIT B'

Cuyahoga
County
Public
Libraru

Solon Branch Library Project

COMPENSATION PROPOSAL

6. SHARED SAVINGS

As a corporate practice, *Infinity* does **not** seek shared savings. Constantly looking for ways to save money is part of our basic service. We hope it is one of the attributes that differentiate us from our competitors. We do not believe it ethical to search for those opportunities only if we receive a financial incentive for doing so. When the project completes, we **return 100%** of GMP savings and unspent contingency to *CCPL*.

CUYAHOGA COUNTY PUBLIC LIBRARY

RESOLUTION AUTHORIZING THE LIBRARY TO ENTER INTO AGREEMENT WITH SEITZ BUILDERS, INC. REGARDING THE BRECKSVILLE DRIVE-UP WINDOW PROJECT

WHEREAS, the Cuyahoga County Public Library is a county library district and political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is a body politic organized and acting pursuant to relevant provisions of the Ohio Revised Code (ORC), including Sections 3375.22 and 3375.40 of the ORC; and,

WHEREAS, the Board of Trustees previously authorized the Library to advertise for bids for the Brecksville Drive-Up Window Project; and,

WHEREAS, the Library did so advertise and received two (2) responses for the Drive-Up Window Project. The Director of Facilities and Architect have reviewed each of the responses and determined the best, lowest, and responsive bid was submitted by Seitz Builders, Inc.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CUYAHOGA COUNTY PUBLIC LIBRARY, STATE OF OHIO, THAT:

Section 1

The Board of Trustees concurs with the findings that based upon the bid documents submitted, Seitz Builders, Inc. is the best, lowest, and responsive bidder for the Brecksville Drive-Up Window Project.

Section 2

That the Board of Trustees hereby approves the selection of Seitz Builders, Inc. for the project and authorizes the Chief Executive Officer, or Designee, to execute the contract in the amount of **Nine Hundred Forty-Seven Thousand Dollars (\$947,000)** for said project on behalf of the Library.

Section 3

It is found and determined that all formal actions of this Board concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board or 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 (ORC).

Approved July 25, 2023
X
Dean E. DePiero, President
X
Maria L. Spangler, Secretary

Resolution to approve Change Order Number One for Apex Construction for Fairview Innovation Center Project

WHEREAS this Board did enter into an Agreement with Apex

Construction for the Innovation Center Project at the Fairview Park Branch for the total contract amount of

\$224,900.00; and

WHEREAS the Owner, Architect and Contractor have agreed to a

deduct change order in the amount of \$9,114.32 for the unused portion of the original contract total of \$224,900.00, which will bring the current contract total to \$215,785.68; and

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of Cuyahoga County Public Library does hereby approve deduct Change Order Number One for Apex Construction in the amount of (\$9,114.32).

Approved July 25, 2023

Dean E. DePiero, President

Maria L. Spangler, Secretary

Resolution to approve Change Order Number One for Sterling Professional Group for the North Olmsted Teen Expansion Project

WHEREAS this Board did enter into an Agreement with Sterling

Professional Group for the Teen Expansion Project at the North Olmsted Branch for the total contract amount of

\$243,932.00; and

WHEREAS the Owner, Architect and Contractor have agreed to a

deduct change order in the amount of \$2,255.34 for the unused portion of the original contract total of \$243,932.00, which will bring the current contract total to \$241,676.66; and

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of Cuyahoga County Public Library does hereby approve deduct Change Order Number One for Sterling Professional Group in the amount of (\$2,255.34).

Approved July 25, 2023

Dean E. DePiero, President

Maria L. Spangler, Secretary

A RESOLUTION AUTHORIZING THE LIBRARY TO ENTER INTO AN AGREEMENT WITH BIALOSKY CLEVELAND FOR DESIGN SERVICES IN CONNECTION WITH CONSTRUCTION OF THE NEW PARMA HEIGHTS 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 and Staff to negotiate an agreement for Design Services for the new construction of Library facilities located in the City of Parma Heights and designated as the Parma Heights Branch (the "Project), based on responses to a Request for Professional Qualifications previously issued; and

Whereas, the Chief Executive Officer and Staff 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 Bialosky Cleveland (the "Design Firm") for design services for the Project; 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 Design Firm for design services for the Project.

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

Section 1. The President of the Board of Trustees concurs with the result of negotiations by the Chief Executive Officer and Staff for the Agreement with the Design Firm for the Project in the amount of \$1,002,000,00.

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 Design Firm in an amount, not to exceed \$1,002,000.00.

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 July 25, 2023		
Dean E. DePiero, President		
Maria L. Spangler, Secretary		



Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 27th day of June in the year 2023 (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address, and other information)

Cuyahoga County Public Library 2111 Snow Rd. Parma, OH 44134 216-398-1800

and the Architect:

(Name, legal status, address, and other information)

Bialosky and Partners, Architects, LLC, also known as Bialosky Cleveland 6555 Carnegie Ave. Cleveland, OH 44103 216-752-8750

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

Cuyahoga County Public Library, Parma Heights Branch Parma Heights, OH

The Construction Manager (if known): (Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A201-2017™. General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A20174-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

(1983474285)

User Notes:

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The program will be provided by CCPL, and will be reviewed and modified throughout the design process, if necessary, in conjunction with Bialosky.

§ 1.1.2 The Project's physical characteristics:

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

CCPL will construct a new library facility, approximately 20,000 – 22,000 square feet, in the city of Parma Heights, OH. The goal is to provide a library facility adequately sized to meet the service needs of the respective communities and neighboring areas served by the branch.

The building will be comprised of approximately:

- o 12,000sf of library space
- 4,000sf 5,000sf of Aspire office space
- 4,000sf 5,000sf of future partner space
 - This future partner space will be designed as a warm-dark shell, with a build-out design by the tenant.

The project location will be on a cleared plot of land located adjacent to the current Parma Heights branch, within the Greenbrier Commons.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

The budgeted construction cost of work is \$11,500,000.

This construction cost does not include design fees, third-party oversight, or furniture/fixtures/equipment.

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

Programming & Planning: 2 months
Schematic Design: 2 months
Design Development: 3 months
Construction Documents: 4 months

.2 Construction commencement date:

Approximately September 2024

.3 Substantial Completion date or dates:

Approximately August 2025

.4 Other milestone dates:

None

- § 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement: (Indicate agreement type.)
 - [X] AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
 - [] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.
- § 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

None expected.

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

The project will be designed to a minimum LEED Certified level, but will not be submitted for LEED certification.

- § 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234TM_2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.
- § 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address, and other contact information.)

Jeffery Mori
Director of Facilities
Cuyahoga County Public Library
jmori@cuyahogalibrary.org>
216-749-9434

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

None

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

.2 Land Surveyor:

.3 Geotechnical Engineer:

4

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Environmental Survey & Consulting Commissioning Roof & Envelope Design Review and Installation Oversight Construction Phase Testing § 1.1.11 The Architect identifies the following representative in accordance with Section 2.4: (List name, address, and other contact information.)

Aaron Hill, AJA, LEED AP BD+C Principal Bialosky Cleveland ahill@bialosky.com 216-308-2470

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2: (List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

Structural Engineer:

THP Limited 812 Huron Road, Ste. 850 Cleveland, OH 44115 216-553-4973

.2 Civil Engineer:

> Neff & Associates 6405 York Rd. Parma Heights, OH 44130 440-884-3100

.3 IT, Security & A/V Engineer:

> Scheeser Buckly Mayfield 1540 Corporate Woods Pkwy Uniontown, OH 44685 330-526-2700

§ 1.1.12.2 Consultants retained under Supplemental Services:

None

§ 1.1.13 Other Initial Information on which the Agreement is based:

None

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.
- § 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.
- § 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.6.4 Workers' Compensation at statutory limits.
- § 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.
- § 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Four Million Dollars (\$ 4,000,000) in the aggregate.
- § 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an

additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.
- § 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.
- § 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- § 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.
- § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate
 § 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for

the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

- § 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.
- § 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.
- § 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.
- § 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

- § 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- § 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.
- § 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.
- § 3.5 Construction Documents Phase Services
- § 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.
- § 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.
- § 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.
- § 3.6 Construction Phase Services
- § 3.6.1 General
- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201TM-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.
- § 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or

approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 There is not an initial decision maker on the project.

§ 3.6.3 Certificates for Payment to Construction Manager

- § 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and

other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

- § 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

- § 3.6.6.1 The Architect shall:
 - conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
 - issue Certificates of Substantial Completion; .2
 - forward to the Owner, for the Owner's review and records, written warranties and related documents .3 required by the Contract Documents and received from the Construction Manager; and

- issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

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

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

Responsibility
(Architect, Owner, or not provided)
Owner
Architect
Not Provided
Not Provided
Not Provided Not Provided
Architect
Not Provided
Architect
Not Provided
Not Provided Not Provided
Owner
Owner
Owner
Architect
Architect
Owner
Not Provided
Not Provided
Architect
Not Provided
Not Provided

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Cost Estimating (4.1.1.13) - A total of 3 estimates will be provided; based on the SD, DD and CD documents. On-site project representation (4.1.1.14) - The A/E will be on-site as needed, for an average of 4 hours per week.

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234TM-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
 - Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
 - Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - Preparing digital models or other design documentation for transmission to the Owner's consultants and .6 contractors, or to other Owner- authorized recipients;
 - Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or .7 Construction Manager;
 - Preparation for, and attendance at, a public presentation, meeting or hearing; 8.
 - Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - Consultation concerning replacement of Work resulting from fire or other cause during construction; or .10
 - Assistance to the Initial Decision Maker, if other than the Architect; .11
 - .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
 - Services necessitated by the Owner's delay in engaging the Construction Manager; .13
 - Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
 - Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the

Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by
- Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a .2 careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or
- Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- Evaluating an extensive number of Claims as the Initial Decision Maker; or
- Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
 - Weekly () visits to the site by the Architect during construction
 - Two (2) inspections for any portion of the Work to determine whether such portion of the Work is .2 substantially complete in accordance with the requirements of the Contract Documents .3
 - Two (2) inspections for any portion of the Work to determine final completion
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within Thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.
- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.
- § 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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- § 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234TM-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.
- § 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.
- § 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

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

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.
- § 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.
- § 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.
- § 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 terminate in accordance with Section 9.5;
 - .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
 - .4 implement any other mutually acceptable alternative.
- § 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.
- § 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[]	Arbitration pursuant to Section 8.3 of this Agreement
[X]	Litigation in a court of competent jurisdiction
r 1	Other: (Specify)

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

§ B.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

User Notes:

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- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum (Insert amount)

(Paragraphs deleted)One Million Dollars (\$1,000,000.00)

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

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

Included in Basic Services stipulated sum.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Agreed upon fixed-fee or hourly rates, as determined by the Owner and Architect.

- § 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)
- § 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase Design Development Phase Construction Documents Phase Construction Phase	Twenty Twenty Thirty-Five Twenty-Five	percent (percent (percent (percent (20 20 35 25	%) %) %) %)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases

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simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal Architect	\$185
Senior Architect/Designer	\$135
Architect/Designer	\$104
Intern Architect/Designer	\$95
Senior Engineer	\$167
Engineer	\$131
Jr. Engineer	\$95

§ 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, and standard form documents;
 - 5 Postage, handling, and delivery;
 - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
 - .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
 - .9 All taxes levied on professional services and on reimbursable expenses;
 - .10 Site office expenses;
 - .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
 - .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

Reimbursable expenses budget: \$2,000.00

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

One %

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

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B133[™]-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

.3 Exhibits:

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

(Paragraph deleted)

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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Exhibit A: Bialosky Scope & Fee Proposal (Dated 6/5/2023)

This Agreement entered into as of the day as	nd year first written above.
OWNER (Signature)	ARCHITECT (Signature)
Tracy Strobel, CEO	Aaron Hill, Principal, 814786
(Printed name and title)	(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B133® - 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:02:30 ET on 06/27/2023.

PAGE 1

AGREEMENT made as of the 27th day of June in the year 2023

...

Cuyahoga County Public Library 2111 Snow Rd. Parma, OH 44134 216-398-1800

...

Bialosky and Partners, Architects, LLC, also known as Bialosky Cleveland 6555 Carnegie Ave.
Cleveland, OH 44103
216-752-8750

...

Cuyahoga County Public Library, Parma Heights Branch Parma Heights, OH

•••

TBD PAGE 2

The program will be provided by CCPL, and will be reviewed and modified throughout the design process, if necessary, in conjunction with Bialosky.

...

CCPL will construct a new library facility, approximately 20,000 – 22,000 square feet, in the city of Parma Heights, OH. The goal is to provide a library facility adequately sized to meet the service needs of the respective communities and neighboring areas served by the branch.

The building will be comprised of approximately:

- 12,000sf of library space
- o 4,000sf 5,000sf of Aspire office space
- o 4,000sf 5,000sf of future partner space
 - This future partner space will be designed as a warm-dark shell, with a build-out design by the tenant.

The project location will be on a cleared plot of land located adjacent to the current Parma Heights branch, within the Greenbrier Commons.

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The budgeted construction cost of work is \$11,500,000.

This construction cost does not include design fees, third-party oversight, or furniture/fixtures/equipment.

Programming & Planning:2 monthsSchematic Design:2 monthsDesign Development:3 monthsConstruction Documents:4 months

Approximately September 2024

Approximately August 2025

None

[X] AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

None expected.

The project will be designed to a minimum LEED Certified level, but will not be submitted for LEED certification.

PAGE 4

Jeffery Mori
Director of Facilities
Cuyahoga County Public Library
imori@cuyahogalibrary.org>
216-749-9434

None

<u>TBD</u>

.4 Civil-Engineer:

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(1983474285)

(List any other consultants and contractors retained by the Owner.)

Environmental Survey & Consulting
Commissioning
Roof & Envelope Design Review and Installation Oversight
Construction Phase Testing

PAGE 5

Aaron Hill, AIA, LEED AP BD+C
Principal
Bialosky Cleveland
ahill@bialosky.com
216-308-2470

...

THP Limited 812 Huron Road, Stc. 850 Cleveland, OH 44115 216-553-4973

.2 Mechanical-Civil Engineer:

Neff & Associates 6405 York Rd. Parma Heights, OH 44130 440-884-3100

...

.3 Electrical-IT, Security & A/V Engineer:

Scheeser Buckly Mayfield 1540 Corporate Woods Pkwy Uniontown, OH 44685 330-526-2700

...

None

...

None PAGE 6

- § 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.
- § 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1.000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Four Million Dollars (\$ 4,000,000) in the aggregate. PAGE 10

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents. There is not an initial decision maker on the project.

PAGE 13

§ 4.1.1.1	Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2	Programming	Owner
§ 4.1.1.3	Multiple Preliminary Designs	<u>Architect</u>
§ 4.1.1.4	Measured drawings	Not Provided
§ 4.1.1.5	Existing facilities surveys	Not Provided
§ 4.1.1.6	Site evaluation and planning	Not Provided
§ 4.1.1.7	Building Information Model management responsibilities	Architect
§ 4.1.1.8	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Architect
§ 4.1.1.11	Architectural interior design	Architect
§ 4.1.1.12	Value analysis	Architect
§ 4.1.1.13	Cost estimating	Architect
§ 4.1.1.14	On-site project representation	Architect
§ 4.1.1.15	Conformed documents for construction	Architect
§ 4.1.1.16	As-designed record drawings	Architect
§ 4.1.1.17	As-constructed record drawings	Not Provided
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Owner
§ 4.1.1.20	Tenant-related services	<u>Owner</u>
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Owner
§ 4.1.1.22	Telecommunications/data design	Architect
§ 4.1.1.23	Security evaluation and planning	<u>Architect</u>
§ 4.1.1.24	Commissioning	Owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29	Other Supplemental Services	Not Provided

Cost Estimating (4.1.1.13)	- A total of 3 estima	ates will be provide	d; based on the SD, I	OD and CD documents.
On-site project representati	ion (4.1.1.14) - The	A/E will be on-site	as needed, for an ave	erage of 4 hours per week
DAGE 15				

PAGE 23

Construction Documents Phase

Construction Phase

PAGE 15					
.1 .2 .3	Two (2) reviews of each Shop Drawing Construction Manager Weekly () visits to the site by the Archi Two (2) inspections for any portion of t substantially complete in accordance with t Two (2) inspections for any portion of t	tect during the Work to he requiren	construction determine whethe	r such portion ct Documents	of the Work is

this Agreem	e services covered by this Agreement have not ent, through no fault of the Architect, extension d as Additional Services.				
[<u>X</u> PAGE 21	Litigation in a court of competent jurisd	iction			
	None				

PAGE 22	None				
.2	—Percentage-Basis —(Insert percentage-value)				
	—(-)% of the Owner's budget for the Cost	of the Wor	k, as calculated in	a ccordance wi	th Section 11.6.
.3	Other (Describe the method of compensation) One Million Dollars (\$1,000,000.00)				
214					
Included in	Basic Services stipulated sum.				
\$44					
Agreed upor	n fixed-fee or hourly rates, as determined by t	he Owner a	nd Architect.		
	pensation for Supplemental and Additional So 2 or 11.3, shall be the amount invoiced to the				

	ematic Design Phase ign Development Phase	Twenty Twenty	percent (20 20	%) %)

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User Notes:

Thirty-Five

Twenty-Five

percent (

percent (

<u>35</u>

25

%)

%)

Principal Architect	<u>\$185</u>
Senior Architect/Designer	<u>\$135</u>
Architect/Designer	<u>\$104</u>
Intern Architect/Designer	<u>\$95</u>
Senior Engineer	\$167
Engineer	<u>\$131</u>
Jr. Engineer	\$95
	070

•••

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

Reimbursable expenses budget: \$2,000.00 PAGE 24

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

•••

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid <u>Sixty (60)</u> days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

• • • •

One_%

None

.2 AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

...

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

[-] AIA Document E234TM 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

(Insert-the-date of the E234-2019 incorporated into this agreement.)

PAGE 25	Other Exhibits incorporated into this Agreement:
4 Other doc — (List othe	uments: - documents, if any, forming part of the Agreement.) Exhibit A: Bialosky Scope & Fee Proposal (Dated 6/5/2023)

Tracy Strobel, CEO	Aaron Hill, Principal, 814786

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:02:30 ET on 06/27/2023 under Order No. 4104238552 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133TM = 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

.

(Dated)

CUYAHOGA COUNTY PUBLIC LIBRARY A RESOLUTION SEEKING PERMISSION TO ADVERTISE FOR A REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE NEW LIBRARY BRANCH IN THE CITY OF PARMA HEIGHTS

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 for the construction of a new Library Facility in the City of Parma Heights; and

Whereas, this Board of Trustees has the authority to proceed with such projects and to contract for Construction Management at Risk Services for those projects 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 Construction Management firms for Construction Management at Risk 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 Construction Management at Risk 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 Construction Management Services on the Param Heights 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	July	25,	2023
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Dean E. DePiero, President

Maria L. Spangler, Secretary