

**Orland Park Public Library
14921 Ravinia Avenue
Orland Park, IL 60462**

**AGENDA FOR BOARD OF LIBRARY TRUSTEES MEETING
January 21, 2019 7:00 P.M.
Room 104**

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES FROM DECEMBER 17, 2018—FOR ACTION

D. INTRODUCTION OF VISITORS

E. PUBLIC COMMENT

There will be 30 minutes allowed for public comment with a five minute maximum per speaker. The time limit may be extended upon a majority vote of the Board.

F. TREASURER'S REPORT AND PAYMENT OF BILLS—FOR ACTION

G. LIBRARIANS' REPORT/STAFF REPORTS

H. COMMITTEE REPORTS

1. Building and Maintenance
 - a. Approval of Building Committee Minutes from January 7, 2019 – For Action
 - b. Approval of Building Committee Minutes from January 14, 2019 – For Action
 - c. Library's Renovation Project Update – For Discussion
2. Finance (Committee of the Whole)
3. Service and Policy
 - a. Social Media Policy – For Discussion
 - b. Patron Behavior Policy revisions – For Discussion
4. Personnel
5. Law
6. Strategic Planning
7. Capital Campaign

I. UNFINISHED BUSINESS

1. Approval of Michael C Barnes as the Design Architect for the Library's Renovation Project -- For Action
Motion to Approve Michael C Barnes as the Design Architect for the Library's Renovation Project
2. Approval of Wight & Co for the Architect of Record and Construction Manager of the Library's Renovation Project– For Action

Motion to approve Wight & Co for the Architect of Record and the Construction Manager of the Library's Renovation Project

3. Approval for the Orland Park Public Library Board's Building Committee to make non-monetary decisions relating to the Library's Renovation Project

Motion to approve the Orland Park Public Library's Board's Building Committee to make non-monetary decisions relating to the Library's Renovation Project

J. NEW BUSINESS

1. Approval of the Social Media Policy – For Action

Motion to approve the Social Media Policy

2. Approval of the Revisions to the Patron Behavior Policy – For Action

Motion to approve the revisions to the Patron Behavior Policy

3. Approval for Library Trustee(s) to attend the Illinois Library Association Legislative Meet-Up on February 1, 2019 at the Tinley Park Public Library in the amount of \$25 each– For Action

Motion to approve Library Trustee(s) to attend the Illinois Library Association Legislative Meet-Up on February 1, 2019 at the Tinley Park Public Library in the amount of \$25 each

4. Approval for conference fee, travel, accommodations and meals for Wendy Xie and Theresa Hildebrand to attend the Innovative User Group Conference from May 5-8, 2019 in Phoenix, Arizona and reimburse for eligible expenses not to exceed \$2,480 -For Action
- Motion to approve conference fee, travel, accommodations and meals for Wendy Xie and Theresa Hildebrand to attend the Innovative User Group Conference from May 5-8, 2019 in Phoenix, Arizona and reimburse for eligible expenses not to exceed \$2,480*

5. Approval for conference fee, travel, accommodations and meals for Kara DeCarlo to attend the Illinois Youth Services Institute in Bloomington, IL from March 21-22, 2019 and reimburse for eligible expenses not to exceed \$670- For Action

Motion to approve conference fee, travel, accommodations and meals for Kara DeCarlo to attend the Illinois Youth Services Institute in Bloomington, IL from March 21-22, 2019 and reimburse for eligible expenses not to exceed \$670

6. Approval of the wire transfers to pay bills for Fiscal Year 2019 – For Action

Motion to approve the wire transfers to pay bills for Fiscal Year 2019

K. ANNOUNCEMENTS

L. ADJOURNMENT

Minutes of the Regular Monthly Meeting of the Board of Library Trustees of the Orland Park Public Library held December 17, 2018

The meeting was officially called to order by Christian Barcelona, President at 7:01 p.m.

Call To Order

Members present: Christian Barcelona, President; Joanna Leafblad, Vice President; Diane Jennings, Treasurer; Nancy Healy, Trustee; Dan McMillan, Trustee; Charles McShane, Trustee

Roll Call

Members absent: Elan Kleis, Secretary

Staff present: Mary Weimar, Library Director; Mary Adamowski, Assistant Library Director; Ross Kimmey, Finance Manager; Aaron Peterson, Senior Administrative Coordinator; Stephanie Fordice, Public Information Manager; Kelly Cuci, Outreach Services Manager; Wendy Xie, Technical Services Manager; Brandi Smits, Youth Services Manager; Ian Lashbrook, Digital Services Manager; Andy Masura, Adult Services Manager

Vice President Leafblad motioned to approve the November, 2018 minutes. Treasurer Jennings seconded. Trustee Healy asked for clarification as to the location of the Quiet Study space. Assistant Director did confirmed that is was in the northeast corner of the building. Trustee Healy also asked what would happen to funds if they were allocated for the renovation project in FY 2019 budget but not used due to the project possibly extending into 2020. Director Weimar stated those funds would be reallocated to the FY 2020 budget and by that time more funds may be accrued which could then be used for the project. Director Weimar will email a list of sponsors to Board Members as was mentioned last month.

Minutes

A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad – aye; McMillan – aye, McShane – aye.

Motion passed. 6 ayes, 0 nays, 1 absent

Michael C. Barnes, Architect
Lisa Schmidt, Wight & Co.

Introduction of Visitors

Renovation Project Discussion

Architect Barnes talked about the steps that go into this type of project by referring to a handout showing the architectural service phases. It consists of three design phases, a construction documents phase, permitting and bidding phase followed lastly by the construction administration phase. The three design phases would include drawings and cost estimates along the way. Trustee McMillan wanted clarification between a General Contractor or 'GC' and a Construction Manager or 'CM' as well as if the guaranteed maximum price or 'GMAX' from Wight and Co. would be subject to change due to change orders. Architect Barnes said the GMAX would be subject to change due to change orders and Architect Schmidt said she will discuss GC vs. CM later in the presentation. Attorney Walsh wondered if the library wanted to have two separate agreements since there are two architects from two different firms working on the project. Architect Barnes would prefer two agreements. Vice President Leafblad agreed that since there are two separate architects there should be two separate contracts. Architect Barnes stated the two firms could work together. Barnes would be considered the Design Architect and Wight and Co. would be listed as the Architect on Record. The AOR seals the drawings and carries the

liability of the project. Architect Schmidt said all the drawings from Wight and Co will be quality controlled and they will not be responsible for the work of Architect Barnes. Architect Schmidt, while referring to the Design & Delivery handout, said when using the traditional design-bid-build method the project owner contracts separately with a designer and a contractor. Designers and general contractors have no contractual obligation to one another, and the owner bears all risk associated with the final cost of the project. The general contractor retains all savings on the project. In the separate construction manager approach, the project owner contracts separately with a designer and a construction manager. The CM enters at the Schematic Design phase and would oversee estimates and design milestones. The design and CM fees have no contractual obligation to one another. If the project comes in under the GMAX the CM typically shares a percentage of the savings. The final option is the integrated design and delivery approach which Wight and Company prefers. The project owner contracts with one firm for design and construction management of the project Design and CM fees are negotiated up front. Construction staff are involved early in the process and cost estimators are embedded early in the project to provide accurate cost information as design alternatives are considered. Scope reviews would be done to review the bids for each of the trades using the integrated method, however, with the traditional GC method you wouldn't bid out and would be obligated to take the lowest responsible bidder. The GMAX is guaranteed early in the process and Wight is at risk for any costs, within scope, over the GMAX. As both the designer and the builder, Wight assumes all risk for the completeness of the design and the execution of the construction work. After the completion of the project, 100% of the savings below the GMAX is returned to the owner.

Director Weimar asked if a CM is involved early could they tell the library what could be accomplished within the budget. Architect Schmidt confirmed that during the schematic design phase the CM would be working integrally with Wight and Co. Architect Schmidt also mentioned an Owner's Representative is a 3rd party who would be working with the library as a liaison between library and construction company that monitors but does not manage the project from start to finish. Architect Barnes said an Owner's Rep would be redundant if a CM was utilized.

Attorney Walsh questioned the loyalty of the CM if something should go wrong within the project and how the CM would be able to maintain their objectivity if they are employed by Wight and Company but is supposed to be looking out for the library's best interest.

Architect Barnes, referring to an Overall Budget Limiting Study spreadsheet, pointed out it would be possible to get the renovation budget down to approximately \$3 million by reducing the scope of the Master Plan by 75% on average. He pointed out pieces of the project that can be reduced such as eliminating the garage ramp, selecting different furniture options and adding security camera using library's IT staff. The plans for increasing the Meeting Room 104 footprint and repurposing the Quiet Study room into a Multipurpose Room would remain.

Trustee McMillan asked what the next step of the project is. Director Weimar said the Building Committee needs to set up meetings in early January so they may report suggestions to the trustees at the January 21 regular board meeting in regards to the previously discussed topics. Director Weimar reminded the trustees there are four members on the Building Committee and three out of four members must be present for a quorum. All other trustees are invited to attend the Building Committee meetings. It was decided that the Building Committee will meet on Monday, January 7 and January 14 to begin discussion of the project. Architect Barnes stated he will work up a proposal with Wight and Company as to the scope of their project association. Director Weimar thanked Architects Barnes and Schmidt for explaining and clarifying the difference between a general contractor and a construction manager. Trustee McMillan stated the efficiency between using Construction managers and the Open Book Approach is well worth it in the end although it does require a lot of effort. Architect Barnes stated the Ravinia Festival project used a Construction Manager and the costs and project timeline were evident at all times and it was a very efficiently run project. Architect Schmidt agreed there is a better working relationship from a construction standpoint when a CM is used. Trustee McMillan inquired if the qualifications of Wight and Company's CM could be provided to the board before the first Building Committee meeting. Architect Schmidt stated Wight and Company will provide a resume of experience and references to the committee. She stated the Villa Park Public Library is undergoing a building project and it may be a good idea for trustees to visit or contact them with questions. Director Weimar also reminded the board that making a visit onsite is beneficial as she and Assistant Director Adamowski had done so with Des Plaines Public Library and were able to see firsthand the changes and their benefits.

Trustee McMillan asked when the GMAX amount would be set for the project. Architect Schmidt said the GMAX is set during the Design Development and Construction Documents phases. The first phase of Conceptual Design timeframe is approximately three months. Architect Barnes also pointed out a CM can help with phasing of projects in order to help the library remain open during construction. Director Weimar stressed it is very important to remain open for the patrons during the entire renovation. Attorney Walsh asked if having a CM associated with Wight and Co. would be a conflict of interest in case of a dispute with a subcontractor and an architect. Architect Schmidt said the CM manages the subcontractors and they work in the best interest of the library along with the architects and the sub-contractors so she did not foresee any issue with the CM being associated with Wight and Company. Schmidt also stated there is less tension in a project because the architectural firm and CM are trying to reach the same end goal of completing a project on time and on budget.

None

Public Comment

Treasurer Jennings motioned to move into Executive Session at 8:29. Vice President Leafblad seconded. A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad – aye; McMillan – aye, McShane – aye.

Executive Session

Motion passed. 6 ayes, 0 nays, 1 absent

Treasurer Jennings moved to resume regular session at 8:52. Vice President Leafblad seconded. A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad – aye; McMillan – aye, McShane – aye.

Motion passed. 6 ayes, 0 nays, 1 absent

Treasurer Jennings motioned to accept the Treasurer's Report for November 2018. Vice President Leafblad seconded.

Treasurer's Report

A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad – aye; McMillan – aye, McShane – aye.

Motion passed. 6 ayes, 0 nays, 1 absent

Treasurer Jennings motioned to accept the payment of bills listing from 11/20/18/-12/17/18. Vice President Leafblad seconded.

Trustee Healy asked about the payment to the Village of Orland Park, as well as a charge in the amount of \$1799.99 for Automation Equipment. Assistant Director Adamowski said the library was invoiced by the Village for the concrete that was used for the Story Walk installation. Digital Services Manager Lashbrook stated the \$1799.99 cost was for hard drive replacements for computers. Trustee Healy also inquired Adult Services Manager Masura if he was happy with the library's databases. Masura said he was pleased with them and that the database budget line had been increased. Masura also pointed out the library has purchased Library Aware through EBSCO which allow librarians the capability to create their own bibliographies and bookmarks promoting library materials. Trustee McMillan wanted confirmation that the payment for the Master Plan from Wight and Co. had been paid in full. Finance Manger Kimmey confirmed it has been paid in full but the payment for consultant fees for the roofing improvement Wight and Co. is still outstanding because the invoice has not been received.

A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad –

aye; McMillan – aye, McShane – aye.

Motion passed. 6 ayes, 0 nays, 1 absent

On Wednesday, December 5, the Friends of the Orland Park Public Library presented the library a check for \$9,000 during the Victorian Holiday Customs program. The monies will be used for adult program in the upcoming year. The Holly Jolly Story Times went very well with a big thank you to our Santa Clause and Mrs. Clause. Pictures of all of the Holly Jolly Story Times and the Polar Express Story Time have been posted to Facebook and Twitter. All four programs had a combined patron attendance of over 500 children and parents. The library has begun working on the Illinois State Library Live and Learn Construction Grant for 2019.

Librarian's Report

The Cook County Clerk's Office requires that a list of filers be submitted on an annual basis. This has been completed. All trustees and managers will be receiving communication in March to file their Statements of Economic Interest and should look for it in their OPPL email.

ILLINET Interlibrary Loan (ILL) & Reciprocal Borrowing Statistical Survey and the RAILS Standards Data Collection form has been completed as requirements for the 2019 Illinois State Library Certification which will be completed in January, 2019.

An inventory of all major purchases such as the burglar alarm system, Story Walk, new furniture, as well as the library's collection was completed and the information was sent to Industrial Appraisal Company on December 13. The library has over 300,000 print and non-print items in its collection valued at \$7,102,669. The company provides valuation services that are used for the library's insurance and the inventory is done on an annual basis. Trustee Healy questioned if the library holds insurance for the full amount of the appraisal items. Technical Services Manager Xie mentioned that the library does not pay full price for its books but staff enters the marketing amount into the record because they use the MARC records provided by Ingram. Audiovisual materials costs are entered into the system using the purchasing amount. She also mentioned some books may be out of print and the library would have to pay an extra amount to replace the item.

The library received its ComEd energy efficient incentive checks from the recent installation of the parking lot lights. A 15% Early Bird Bonus incentive was also received.

The pickup truck to be used for snowplowing purposes has arrived. Steve Newman and Joe Ebert are getting used to the Ford F250 truck and will be ready to plow the parking lot beginning January 1, 2019. School District 135 has ordered salt for the library and will be delivering it and dumping it into the spreader. The library has started a conversation with a local area business who has offered to assist the library with plowing if needed. The library has also ordered signage of the library's logo to be put on the sides of the truck from One Up Signs.

Trustee McMillan asked if the letter to the Village of Orland Park in regards to no longer being included in their insurance benefit plan was signed and returned. Director Weimar stated Village Manager Joe LaMargo had signed and returned the letter agreeing to the library's stipulations.

No reports at this time.

Other Staff Reports

No report at this time

Building and Maintenance

No report at this time.

Finance

No report at this time.

Service & Policy

No report at this time.

Personnel

No report at this time.

Law

No report at this time.

Strategic Plan

Capital Campaign Committee

None.

Unfinished Business

2019 Per Capita Grant – For Action

New Business

Vice President Leafblad motioned to approve the 2019 Per Capita Grant application for the Illinois State Library. President Barcelona seconded.

Trustee McMillan pointed out a grammatical edit on page two section 5 which will be corrected by Director Weimar. He also asked about the 12% stipulation within the grant application. Director Weimar said the 12% rule refers to the Illinois Library Association Core Standards for collections in which 12% of the library budget should be earmarked for the purchase of print and audiovisual materials, as well as periodicals and databases. The percentage is a guideline that is intended for all libraries throughout the state to use and Director Weimar stated the Orland Park Public Library is very cognizant of spending 12% of the annual budget for its collections and will always strive to do so.

A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad – aye; McMillan – aye, McShane – aye.

Motion passed. 6 ayes, 0 nays, 1 absent

Resolution No. 2018 – 07 To Make Certain Closed Session Meeting Minutes Available for Public Inspection – For Action

Treasurer Jennings motioned to adopt Resolution 2018-07 A Resolution Authorizing The Secretary of the Board of Library Trustees To Make Certain Closed Session Meeting Minutes Available For Public Inspection. President Barcelona seconded.

Vice President Leafblad pointed out there were some redactions on two sets of minutes which were discussed earlier in the meeting's closed session.

A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad – aye; McMillan – aye, McShane – aye.

Motion passed. 6 ayes, 0 nays, 1 absent

Resolution No. 2018 – 08 Approving the Destruction of Certain Closed Session Meeting Recordings of the Board of Library Trustees of the Village of Orland Park – For Action

Vice President Leafblad motioned to Adopt Resolution No. 2018-08 A Resolution Approving The Destruction of Certain Closed Session Meeting Recordings of The Board of Library Trustees of the Village of Orland Park. Trustee McShane seconded.

No Discussion.

A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad – aye; McMillan – aye, McShane – aye.

Motion passed. 6 ayes, 0 nays, 1 absent

Resolution No. 2018 – 09 Approving the Opening of a Construction Account in January, 2019 with PMA Financial for the purpose of the renovation project – For Action

Vice President Leafblad motioned to Adopt Resolution 2018-09 A Resolution Approving the Opening of a Construction Account in January, 2019 with PMA Financial for the purpose of the renovation project. President Barcelona seconded.

No discussion.

A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad – aye; McMillan – aye, McShane – aye.

Motion passed. 6 ayes, 0 nays, 1 absent

PMA Financial Investment Plan and Cash Flow Projection 2019 – For Action

Treasurer Jennings motioned to approve the PMA 2019 Investment Plan and Cash Flow Projection. Trustee McShane seconded.

Finance Manager Kimmey reviewed the Master Total Portfolio Report with the trustees. The different holdings and investments were discussed along with a revenue analysis and expenditure chart. PMA does cash flow projection analysis for the library. Lastly a chart showing short term and long term investments using laddered investments was discussed. Since interest will be accrued on funds during the renovation project, a question came up about whether the total budget amount should be more than the original \$3 million amount. Trustee McMillan suggested keeping it fixed at \$3 million, however, it may very well go over due to budgetary changes during the project.

A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad – aye; McMillan – aye, McShane – aye.

Motion passed. 6 ayes, 0 nays, 1 absent

Approval of the Current Technologies consulting contract in the amount of \$27,000 for 2019 – For Action

Trustee Healy motioned to approve the Current Technologies Consulting contract in the amount of \$27,000 for 2019. Trustee McShane seconded.

Trustee McMillan asked what the hourly rate was. Digital Services Manager Lashbrook said it was \$120/hour and any unused hours that were paid for would roll over into the next fiscal year. He also reported the budget for the IT Consultant has been reduced by 60% and his end goal is to have all technology be handled in house by library staff. Trustee McShane asked what the hours were used for in general. Lashbrook said hours are used on anything from help-desk tickets for printer issues to server maintenance. However, in the future he hopes to be able to train IT staff on handling and maintaining all equipment and software which at this point is beyond their abilities. A new IT 2 staff member recently started replacing an IT 1 employee who retired. Lashbrook hopes this new hire will eventually be able to pick up some of the tasks that used to be done by Current Technologies. Trustee McShane asked how the documentation was going since that is how best to maximize cost savings. Lashbrook said back-end tasks will be documented as they go forward and new employees will be trained. Envisionware products are being replaced with TBS components and once they are fully up and running, refunds will be negotiated with Envisionware due to the credit card malfunction that happened over Memorial Day weekend.

A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad – aye; McMillan – aye, McShane – aye.

Motion passed. 6 ayes, 0 nays, 1 absent

Trustee McMillan thanked Digital Services Manager Lashbrook for playing the guitar during the very well attended Holly Jolly story times.

Announcements

Vice President Leafblad motioned to adjourn the meeting and it was seconded by Treasurer Jennings.

Adjournment

A roll call vote as follows: Barcelona – aye; Healy – aye; Jennings – aye; Kleis – absent; Leafblad – aye; McMillan – aye, McShane – aye.

Motion passed. 6 ayes, 0 nays, 1 absent

The meeting was adjourned at 9:40 p.m.

Elan Kleis
Secretary

Approved: _____

Date: _____

Minutes prepared by Aaron Peterson

General Fund
Explanation of Variances for General Fund Activity
For The Month Ended December 31, 2018 (Before Audit)

Revenues

Tax Revenues are at 97% of budget on a year-to-date basis. Interest Income continues to be higher than budgeted due to investments being set up with longer maturities providing higher rates of return. Total Revenues are at 99.1% of year-to-date budget.

Expenditures

Total Expenditures were \$ 32,373 under budget for the month and \$ 801,020 under budget on a year-to-date basis.

Salaries is under budget by \$ 16,731 for December and \$ 119,196 under budget on a year-to-date basis. There are a few open positions at this time.

Insurance is over budget by \$ 583 for the month, but under budget on a year-to-date basis.

Building Maintenance is over budget by \$ 39,842 for December, but under budget on a year-to-date basis.

Library Consultant is over budget by \$ 5,167 for the month, but under budget on a year-to-date basis.

Building & Custodial Supplies is over budget by \$ 888 for December, but under budget on a year-to-date basis.

Public Information is over budget by \$ 3,708 for the month, but under budget on a year-to-date basis.

Postage is over budget by \$ 804 for December, but under budget on a year-to-date basis.

**Orland Park Public Library
Balance Sheet - All Funds
12/31/2018 (Before Audit)**

	<u>General Fund</u>	<u>Special Reserve</u>	<u>Capital Campaign</u>	<u>Debt Service</u>	<u>Total</u>
Assets					
Cash - Marquette	245,302	0	72,009		317,310
Cash - Marquette E-Commerce	7,372				7,372
PMA Financial Investments	6,130,728	1,194,010		607,953	7,932,690
Tax Receipts - Marquette	14,342			2,845	17,187
Special Reserve - Marquette	1	102,505			102,506
Cash - Harris Bank	0			0	0
Petty Cash	300				300
Interest Receivable	64,646	3,558		2,312	70,515
Property Taxes Receivable	110,182			3,175	113,357
Prepaid Expenses	161,148				161,148
Due from Debt Service	0	0	0	0	0
Total Assets	<u>6,734,020</u>	<u>1,300,073</u>	<u>72,009</u>	<u>616,284</u>	<u>8,722,386</u>
Liabilities & Fund Balance					
Health Insurance W/H Payable	0	0	0	0	0
457 W/H Payable	0	0	0	0	0
Garnishment W/H Payable	0	0	0	0	0
Due to General Fund	0	0	0	0	0
Deferred Property Tax Revenue	110,182	0	0	3,175	113,357
Accounts Payable	57,886	0	0	0	57,886
Estimated Property Tax Refunds	0	0	0	0	0
Due to Primary Government	0	0	0	7,964	7,964
Total Liabilities	<u>168,067</u>	<u>0</u>	<u>0</u>	<u>11,139</u>	<u>179,206</u>
Beginning Unrestricted Fund Balance	6,190,075	1,081,040	70,379	580,512	7,922,006
Fund Balance - Nonspendable	161,148	0	0	0	161,148
Fund Balance - Restricted by Donors	0	0	0	0	0
Fund Balance - Restricted by Statute	13,597	0	0	0	13,597
Fund Balance - Restricted by Budget	0	0	0	0	0
Transfers between Funds	-200,000	200,000	0	0	0
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>401,132</u>	<u>19,033</u>	<u>1,629</u>	<u>24,634</u>	<u>446,429</u>
Ending Fund Balance	<u>6,565,952</u>	<u>1,300,073</u>	<u>72,009</u>	<u>605,145</u>	<u>8,543,179</u>
Total Liabilities & Fund Balance	<u>6,734,020</u>	<u>1,300,073</u>	<u>72,009</u>	<u>616,284</u>	<u>8,722,385</u>

**Orland Park Public Library
General Fund
Statement of Revenue & Expenditures
For The Month Ended December 31, 2018 (Before Audit)**

	Actual Month	Monthly Budget	% of Budget	Actual Y-T-D	Budget Y-T-D	% of Total Budget	Total Budget
Revenues							
Taxes	244	443,750	0.1%	5,162,818	5,325,000	97.0%	5,325,000
Impact Fees	-	833	0.0%	4,375	10,000	43.8%	10,000
Replacement Taxes	473	1,667	28.4%	12,978	20,000	64.9%	20,000
State Grants	-	3,333	0.0%	73,272	40,000	183.2%	40,000
Non Resident Fees	-	417	0.0%	3,146	5,000	62.9%	5,000
Fines	4,189	4,583	91.4%	61,350	55,000	111.5%	55,000
Gifts	12,417	833	1490.7%	17,084	10,000	170.8%	10,000
Copy Machine	836	1,000	83.6%	13,656	12,000	113.8%	12,000
Interest Income	11,261	3,833	293.8%	124,816	46,000	271.3%	46,000
Miscellaneous Income	597	750	79.5%	8,621	9,000	95.8%	9,000
Total Revenues	30,017	461,000	6.5%	5,482,116	5,532,001	99.1%	5,532,000
Expenditures							
Salaries	205,091	221,822	92.5%	2,542,662	2,661,858	95.5%	2,661,859
Salaries-Maintenance	9,899	10,295	96.2%	121,156	123,541	98.1%	123,541
Life/Health Insurance	39,076	43,333	90.2%	473,123	520,000	91.0%	520,000
Books	16,495	30,667	53.8%	266,008	368,000	72.3%	368,000
Electronic Databases	7,567	8,167	92.7%	82,121	98,000	83.8%	98,000
Periodicals	2,715	3,250	83.6%	35,705	39,000	91.6%	39,000
Audio Visual Materials	5,921	13,333	44.4%	154,376	160,000	96.5%	160,000
Audio Visual Equipment	0	63	0.0%	0	750	0.0%	750
Book Rebinding	0	0	0.0%	0	0	0.0%	0
Accounting	1,243	1,021	121.7%	9,907	12,250	80.9%	12,250
Insurance	4,875	4,292	113.6%	50,765	51,500	98.6%	51,500
Landscaping & Groundskeeping	773	2,000	38.6%	17,654	24,000	73.6%	24,000
Building Maintenance	80,309	40,417	198.7%	275,328	485,000	56.8%	485,000
Security System	1,217	6,250	19.5%	35,173	75,000	46.9%	75,000
Library Office & Equipment	0	63	0.0%	185	750	24.6%	750
Legal	4,255	6,250	68.1%	50,105	75,000	66.8%	75,000
Library Consultant	6,500	1,333	487.6%	13,000	16,000	81.3%	16,000
Electricity	0	0	0.0%	0	0	0.0%	0
Water & Sewer	0	833	0.0%	9,046	10,000	90.5%	10,000
Natural Gas	2,961	3,292	90.0%	25,895	39,500	65.6%	39,500
Telephone	617	750	82.3%	7,412	9,000	82.4%	9,000
Purchase - New Equipment	0	1,250	0.0%	175	15,000	1.2%	15,000
Building & Custodial Supplies	4,013	3,125	128.4%	35,332	37,500	94.2%	37,500
Building Repairs	0	1,500	0.0%	3,154	18,000	17.5%	18,000
Lib. & Off. Eqpt Rep. & Maint	822	1,500	54.8%	14,364	18,000	79.8%	18,000
Machine Rental	0	200	0.0%	932	2,400	38.8%	2,400
Automation - Equipment	1,709	6,167	27.7%	65,283	74,000	88.2%	74,000
Automation - Line Costs	305	458	66.6%	3,565	5,500	64.8%	5,500
Automation - Consultant	3,363	6,250	53.8%	62,916	75,000	83.9%	75,000
Automation - Maintenance	5,927	7,500	79.0%	78,010	90,000	86.7%	90,000
Library Furniture	0	3,333	0.0%	4,299	40,000	10.7%	40,000
Outreach Services	184	625	29.4%	7,563	7,500	100.8%	7,500

**Orland Park Public Library
General Fund
Statement of Revenue & Expenditures
For The Month Ended December 31, 2018 (Before Audit)**

	Actual Month	Monthly Budget	% of Budget	Actual Y-T-D	Budget Y-T-D	% of Total Budget	Total Budget
Board Training & Education	0	667	0.0%	1,719	8,000	21.5%	8,000
Staff Training & Education	48	2,000	2.4%	14,865	24,000	61.9%	24,000
Conference Fees	0	500	0.0%	3,885	6,000	64.8%	6,000
Patron Programs & Events	2,731	3,583	76.2%	44,256	43,000	102.9%	43,000
Association Dues & Fees	328	583	56.3%	4,600	7,000	65.7%	7,000
Public Information	7,041	3,333	211.3%	38,382	40,000	96.0%	40,000
Library Supplies	641	3,750	17.1%	26,126	45,000	58.1%	45,000
Office Supplies	131	500	26.2%	3,594	6,000	59.9%	6,000
Postage	1,971	1,167	168.9%	13,118	14,000	93.7%	14,000
Printing	38	583	6.5%	10,055	7,000	143.6%	7,000
Contingency	0	0	0.0%	0	0	0.0%	0
Contribution to IMRF	19,525	20,250	96.4%	234,669	243,000	96.6%	243,000
Contribution to FICA	16,034	17,750	90.3%	199,220	213,000	93.5%	213,000
Audit	1,085	1,029	105.5%	11,800	12,350	95.5%	12,350
Liability Ins.-D&O,Bonds,WC	2,371	4,750	49.9%	29,122	57,000	51.1%	57,000
Unemployment Compensation	0	337	0.0%	0	4,000	0.0%	4,000
Bank Charges	15	50	30.0%	357	600	59.5%	600
Total Expenditures	457,798	490,171	93.4%	5,080,984	5,882,004	86.4%	5,882,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	(427,782)	(29,171)		401,132	(350,000)		(350,000)
Interfund Transfers In / (Out)	-	0		(200,000)	0		0
Net Change in Fund Balance	(427,782)	(29,171)		201,132	(350,000)		(350,000)

Orland Park Public Library
Other Funds
Statement of Revenue & Expenditures
For The Month Ended December 31, 2018 (Before Audit)

	Special Reserve Month	Special Reserve Y-T-D	Capital Campaign Month	Capital Campaign Y-T-D	Debt Service Month	Debt Service Y-T-D
Revenues						
Taxes	0	0	0	0	79	1,661,793
Impact Fees	0	0	0	0	0	0
Replacement Taxes	0	0	0	0	0	0
State Grants	0	0	0	0	0	0
Non Resident Fees	0	0	0	0	0	0
Fines	0	0	0	0	0	0
Gifts	0	0	0	0	0	0
Copy Machine	0	0	0	0	0	0
Interest Income	2,210	19,068	6	71	1,206	23,692
Capital Campaign	0	0	75	2,220	0	0
Miscellaneous Income	0	0	0	0	0	0
Total Revenues	2,210	19,068	81	2,291	1,284	1,685,485
Expenditures						
Building Repairs	0	0	0	662	0	0
Audio Visual Equipment	0	0	0	0	0	0
Automation - Equipment	0	0	0	0	0	0
Automation - Consultant	0	0	0	0	0	0
Library Furniture	0	0	0	0	0	0
Library Supplies	0	0	0	0	0	0
Bank Charges	0	35	0	0	0	0
Debt Service Repaid to Village	0	0	0	0	7,964	1,660,851
Total Expenditures	0	35	0	662	7,964	1,660,851
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,210	19,033	81	1,629	-6,680	24,634
Interfund Transfers In / (Out)	0	0	0	0	0	0
Net Change in Fund Balance	2,210	19,033	81	1,629	-6,680	24,634

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	58442	12/21/2018	American Library Association	101010 · Cash - Marquette	-220.00
Bill	12/18/18	12/13/2018		104650 · Association Dues & Fees	220.00
TOTAL					<u>220.00</u>
Bill Pmt -Check	58443	12/21/2018	Amgard Exterminating Inc.	101010 · Cash - Marquette	-80.00
Bill	2325	12/03/2018		104450 · Building Maintenance	80.00
TOTAL					<u>80.00</u>
Bill Pmt -Check	58444	12/21/2018	Annuity Premium Reserve Account	101010 · Cash - Marquette	-425.00
Bill	Nov'18 457B Plan	11/30/2018		102160 · 457 Plan W/H Payable	425.00
TOTAL					<u>425.00</u>
Bill Pmt -Check	58445	12/21/2018	Bal Industries	101010 · Cash - Marquette	-510.00
Bill	4000	12/01/2018		104450 · Building Maintenance	510.00
TOTAL					<u>510.00</u>
Bill Pmt -Check	58446	12/21/2018	Blackstone Audio, Inc.	101010 · Cash - Marquette	-119.78
Bill	1062045	11/21/2018		104342 · Audio Visual Materials-Outreach	34.95
Bill	1066464	11/30/2018		104342 · Audio Visual Materials-Outreach	65.88
Bill	1066887	11/30/2018		104342 · Audio Visual Materials-Outreach	18.95
TOTAL					<u>119.78</u>
Bill Pmt -Check	58447	12/21/2018	Blackstone Publishing	101010 · Cash - Marquette	-34.95
Bill	1065837	12/01/2018		104342 · Audio Visual Materials-Outreach	34.95
TOTAL					<u>34.95</u>
Bill Pmt -Check	58448	12/21/2018	Boilersource	101010 · Cash - Marquette	-488.60
Bill	71885	12/17/2018		104450 · Building Maintenance	488.60
TOTAL					<u>488.60</u>

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	58449	12/21/2018	Brandice Smits	101010 · Cash - Marquette	-48.18
Bill	12/14/18	12/14/2018		104620 · Staff Training & Education	48.18
TOTAL					<u>48.18</u>
Bill Pmt -Check	58450	12/21/2018	Center Point Large Print	101010 · Cash - Marquette	-46.74
Bill	1648471	12/03/2018		104310 · Books - Adult	23.37
Bill	1650585	12/05/2018		104310 · Books - Adult	23.37
TOTAL					<u>46.74</u>
Bill Pmt -Check	58451	12/21/2018	Chicago Tribune	101010 · Cash - Marquette	-403.00
Bill	Nov 25 2018 Billing	11/25/2018		104320 · Periodicals - Adult	403.00
TOTAL					<u>403.00</u>
Bill Pmt -Check	58452	12/21/2018	Circle Tractor	101010 · Cash - Marquette	-729.99
Bill	01-232335	12/18/2018		104450 · Building Maintenance	729.99
TOTAL					<u>729.99</u>
Bill Pmt -Check	58453	12/21/2018	Comcast	101010 · Cash - Marquette	-323.96
Bill	73140244	12/01/2018		104520 · Telephone	323.96
TOTAL					<u>323.96</u>
Bill Pmt -Check	58454	12/21/2018	Comcast Cable	101010 · Cash - Marquette	-278.27
Bill	12/3/18	12/03/2018		104575 · Automation - Line Costs	214.54
				104520 · Telephone	63.73
TOTAL					<u>278.27</u>
Bill Pmt -Check	58455	12/21/2018	Current Technologies Corporation	101010 · Cash - Marquette	-6,962.00
Bill	721206	12/10/2018		104577 · Automation - Consultant	6,962.00
TOTAL					<u>6,962.00</u>
Bill Pmt -Check	58456	12/21/2018	Currie Motors Fleet	101010 · Cash - Marquette	-39,677.00

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

Type	Num	Date	Name	Account	Original Amount
Bill	H11975	12/01/2018		104450 - Building Maintenance	39,677.00
TOTAL					<u>39,677.00</u>
Bill Pmt -Check	58457	12/21/2018	Findaway World, LLC	101010 - Cash - Marquette	-848.01
Bill	274008	12/10/2018		104340 - Audio Visual Materials - Adult	198.07
Bill	274000	12/10/2018		104340 - Audio Visual Materials - Adult	168.68
Bill	273900	12/10/2018		104341 - Audio Visual Materials - Youth	41.94
Bill	274268	12/12/2018		104341 - Audio Visual Materials - Youth	439.32
TOTAL					<u>848.01</u>
Bill Pmt -Check	58458	12/21/2018	Gale/Cengage Learning	101010 - Cash - Marquette	-830.11
Bill	65659196	12/03/2018		104310 - Books - Adult	24.00
Bill	65659083	12/03/2018		104310 - Books - Adult	25.59
Bill	65670822	12/05/2018		104310 - Books - Adult	28.79
Bill	65669801	12/05/2018		104310 - Books - Adult	30.39
Bill	65669842	12/05/2018		104310 - Books - Adult	27.99
Bill	65669874	12/05/2018		104310 - Books - Adult	25.59
Bill	65670683	12/05/2018		104310 - Books - Adult	27.99
Bill	65670437	12/05/2018		104310 - Books - Adult	30.39
Bill	65669920	12/05/2018		104310 - Books - Adult	60.78
Bill	65669834	12/05/2018		104312 - Books - Outreach	388.66
Bill	65676071	12/06/2018		104312 - Books - Outreach	53.58
Bill	65681826	12/07/2018		104310 - Books - Adult	75.17
Bill	65699713	12/12/2018		104310 - Books - Adult	31.19
TOTAL					<u>830.11</u>
Bill Pmt -Check	58459	12/21/2018	Garvey's Office Products	101010 - Cash - Marquette	-168.95
Bill	PINV1644917	12/04/2018		104710 - Library Supplies	37.97
Bill	PINV1649857	12/12/2018		104720 - Office Supplies	130.98
TOTAL					<u>168.95</u>
Bill Pmt -Check	58460	12/21/2018	Grainger	101010 - Cash - Marquette	-295.48
Bill	9035968107	12/18/2018		104530 - Building & Custodial Supplies	295.48

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

	<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
TOTAL						295.48
	Bill Pmt -Check	58461	12/21/2018	Hanover Insurance Co	101010 · Cash - Marquette	-660.00
	Bill	12/5/18	12/05/2018		104430 · Insurance	660.00
TOTAL						<u>660.00</u>
	Bill Pmt -Check	58462	12/21/2018	Home Depot Credit Services	101010 · Cash - Marquette	-54.78
	Bill	11/28/18 Statement	12/01/2018		104530 · Building & Custodial Supplies	54.78
TOTAL						<u>54.78</u>
	Bill Pmt -Check	58463	12/21/2018	Ian Lashbrook	101010 · Cash - Marquette	-97.00
	Bill	12/7/18	12/07/2018		104570 · Automation - Equipment	97.00
TOTAL						<u>97.00</u>
	Bill Pmt -Check	58464	12/21/2018	Ingram Library Services	101010 · Cash - Marquette	-7,411.41
	Bill	See Detail List	12/20/2018		104310 · Books - Adult	4,994.71
					104312 · Books - Outreach	303.49
					104311 · Books - Youth	2,113.21
TOTAL						<u>7,411.41</u>
	Bill Pmt -Check	58465	12/21/2018	Klein, Thorpe and Jenkins, Ltd.	101010 · Cash - Marquette	-2,998.28
	Bill	199344	11/29/2018		104495 · Legal	2,903.60
	Bill	12/12/18	12/12/2018		104495 · Legal	94.68
TOTAL						<u>2,998.28</u>
	Bill Pmt -Check	58466	12/21/2018	Konica Minolta Business Solutions USA Inc	101010 · Cash - Marquette	-1,167.38
	Bill	9005155700	11/19/2018		104550 · Lib. & Off. Eqpt Rep. & Maint	391.62
	Bill	9005159676	11/20/2018		104550 · Lib. & Off. Eqpt Rep. & Maint	13.20
	Bill	9005201716	12/01/2018		104550 · Lib. & Off. Eqpt Rep. & Maint	762.56
TOTAL						<u>1,167.38</u>
	Bill Pmt -Check	58467	12/21/2018	LibrariesFirst	101010 · Cash - Marquette	-500.00

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

	<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
	Bill	7119	12/05/2018		104640 · Patron Programs&Events-Outreach	500.00
TOTAL						<u>500.00</u>
	Bill Pmt -Check	58468	12/21/2018	Lite Tech, Inc.	101010 · Cash - Marquette	-120.94
	Bill	82840	12/14/2018		104530 · Building & Custodial Supplies	120.94
TOTAL						<u>120.94</u>
	Bill Pmt -Check	58469	12/21/2018	M. Cooper Winsupply Company	101010 · Cash - Marquette	-202.50
	Bill	S2005526.001	12/03/2018		104530 · Building & Custodial Supplies	202.50
TOTAL						<u>202.50</u>
	Bill Pmt -Check	58470	12/21/2018	Maqbool Rashid	101010 · Cash - Marquette	-500.00
	Bill	December 2018	12/17/2018		104660 · Public Information	500.00
TOTAL						<u>500.00</u>
	Bill Pmt -Check	58471	01/01/2019	Marti LaHood	101010 · Cash - Marquette	-300.00
	Bill	1/9/19	01/09/2019		104640 · Patron Programs&Events-Outreach	300.00
TOTAL						<u>300.00</u>
	Bill Pmt -Check	58472	12/21/2018	Message Movers	101010 · Cash - Marquette	-151.06
	Bill	1811035	12/01/2018		104710 · Library Supplies	151.06
TOTAL						<u>151.06</u>
	Bill Pmt -Check	58473	12/21/2018	Midwest Tape	101010 · Cash - Marquette	-131.95
	Bill	96661880	11/27/2018		104340 · Audio Visual Materials - Adult	11.99
	Bill	96688858	12/05/2018		104340 · Audio Visual Materials - Adult	119.96
TOTAL						<u>131.95</u>
	Bill Pmt -Check	58474	12/21/2018	Neviol, Inc.	101010 · Cash - Marquette	-2,000.00

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

Type	Num	Date	Name	Account	Original Amount
Bill	7021	12/18/2018		104450 · Building Maintenance	2,000.00
TOTAL					<u>2,000.00</u>
Bill Pmt -Check	58475	12/21/2018	Nicor Gas	101010 · Cash - Marquette	-2,857.15
Bill	11/19/18	11/19/2018		104517 · Natural Gas	2,857.15
TOTAL					<u>2,857.15</u>
Bill Pmt -Check	58476	12/21/2018	NuWay Disposal Service, Inc.	101010 · Cash - Marquette	-75.30
Bill	6397021	12/01/2018		104450 · Building Maintenance	75.30
TOTAL					<u>75.30</u>
Bill Pmt -Check	58477	12/21/2018	OverDrive, Inc.	101010 · Cash - Marquette	-2,422.48
Bill	04125CO18225392	12/03/2018		104311 · Books - Youth	199.63
Bill	04125CO18230628	12/11/2018		104310 · Books - Adult	40.00
Bill	04125CO18231719	12/12/2018		104310 · Books - Adult	1,327.85
				104340 · Audio Visual Materials - Adult	855.00
TOTAL					<u>2,422.48</u>
Bill Pmt -Check	58478	12/21/2018	Recorded Books, INC	101010 · Cash - Marquette	-494.71
Bill	76041557	11/29/2018		104340 · Audio Visual Materials - Adult	40.50
Bill	76041963	11/30/2018		104340 · Audio Visual Materials - Adult	31.49
Bill	76028891	12/01/2018		104340 · Audio Visual Materials - Adult	35.99
Bill	76030774	12/01/2018		104340 · Audio Visual Materials - Adult	45.40
Bill	76037519	12/01/2018		104340 · Audio Visual Materials - Adult	35.99
Bill	76042855	12/03/2018		104340 · Audio Visual Materials - Adult	35.99
Bill	76046870	12/07/2018		104340 · Audio Visual Materials - Adult	41.39
Bill	76046847	12/07/2018		104340 · Audio Visual Materials - Adult	26.99
Bill	76047717	12/10/2018		104340 · Audio Visual Materials - Adult	29.99
Bill	76047388	12/10/2018		104340 · Audio Visual Materials - Adult	35.99
Bill	76047889	12/11/2018		104340 · Audio Visual Materials - Adult	36.00
Bill	76048587	12/12/2018		104340 · Audio Visual Materials - Adult	31.50
Bill	76048304	12/12/2018		104340 · Audio Visual Materials - Adult	40.50
Bill	76048578	12/12/2018		104341 · Audio Visual Materials - Youth	26.99
TOTAL					<u>494.71</u>

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	58479	12/21/2018	Sprint	101010 · Cash - Marquette	-229.16
Bill	336044821-168	11/30/2018		104520 · Telephone	229.16
TOTAL					<u>229.16</u>
Bill Pmt -Check	58480	12/21/2018	Sunlight Maintenance Supply	101010 · Cash - Marquette	-1,024.00
Bill	6369	11/28/2018		104530 · Building & Custodial Supplies	221.70
Bill	6375	12/03/2018		104530 · Building & Custodial Supplies	434.44
Bill	6386	12/08/2018		104530 · Building & Custodial Supplies	367.86
TOTAL					<u>1,024.00</u>
Bill Pmt -Check	58481	12/21/2018	Unique Management Services, Inc.	101010 · Cash - Marquette	-80.55
Bill	480564	12/01/2018		104495 · Legal	80.55
TOTAL					<u>80.55</u>
Bill Pmt -Check	58482	12/21/2018	Village of Orland Park	101010 · Cash - Marquette	-72.73
Bill	30513868	12/05/2018		104600 · Outreach Services	72.73
TOTAL					<u>72.73</u>
Bill Pmt -Check	58483	12/21/2018	Weblinx Inc.	101010 · Cash - Marquette	-6,500.00
Bill	26843	12/04/2018		104497 · Library Consultant	3,250.00
Bill	26842	12/04/2018		104497 · Library Consultant	3,250.00
TOTAL					<u>6,500.00</u>
Bill Pmt -Check	58484	01/04/2019	ADP, LLC	101010 · Cash - Marquette	-994.80
Bill	526213886	12/14/2018		104420 · Accounting	492.75
Bill	527043046	12/28/2018		104420 · Accounting	502.05
TOTAL					<u>994.80</u>
Bill Pmt -Check	58485	01/04/2019	Alternative Energy Solutions, Ltd.	101010 · Cash - Marquette	-331.00
Bill	37033	12/24/2018		104450 · Building Maintenance	331.00

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

	<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
TOTAL						331.00
	Bill Pmt -Check	58486	01/04/2019	Bal Industries	101010 · Cash - Marquette	-510.00
	Bill	40109	12/29/2018		104450 · Building Maintenance	510.00
TOTAL						<u>510.00</u>
	Bill Pmt -Check	58487	01/04/2019	Bearport Publishing	101010 · Cash - Marquette	-52.86
	Bill	162599	12/17/2018		104311 · Books - Youth	35.90
	Bill	162598	12/17/2018		104311 · Books - Youth	16.96
TOTAL						<u>52.86</u>
	Bill Pmt -Check	58488	01/04/2019	Blackstone Publishing	101010 · Cash - Marquette	-162.39
	Bill	1069449	12/07/2018		104342 · Audio Visual Materials-Outreach	84.76
	Bill	1069129	12/10/2018		104342 · Audio Visual Materials-Outreach	34.95
	Bill	1070382	12/11/2018		104342 · Audio Visual Materials-Outreach	18.94
	Bill	1071449	12/18/2018		104342 · Audio Visual Materials-Outreach	23.74
TOTAL						<u>162.39</u>
	Bill Pmt -Check	58489	01/04/2019	Cavendish Square	101010 · Cash - Marquette	-177.93
	Bill	CAO3084771	12/11/2018		104311 · Books - Youth	177.93
TOTAL						<u>177.93</u>
	Bill Pmt -Check	58490	01/04/2019	Conserv FS, Inc	101010 · Cash - Marquette	-89.90
	Bill	66024852	12/19/2018		104530 · Building & Custodial Supplies	89.90
TOTAL						<u>89.90</u>
	Bill Pmt -Check	58491	01/04/2019	Edgar Gabriel	101010 · Cash - Marquette	-400.00
	Bill	1/18/19	01/18/2019		104640 · Patron Programs&Events-Outreach	400.00
TOTAL						<u>400.00</u>
	Bill Pmt -Check	58492	01/04/2019	Findaway World, LLC	101010 · Cash - Marquette	-1,070.10

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

Type	Num	Date	Name	Account	Original Amount
Bill	274002	12/10/2018		104340 · Audio Visual Materials - Adult	170.17
Bill	274410	12/17/2018		104341 · Audio Visual Materials - Youth	879.94
Bill	274647	12/18/2018		104340 · Audio Visual Materials - Adult	19.99
TOTAL					<u>1,070.10</u>
Bill Pmt -Check	58493	01/04/2019	Folkmanis, Inc.	101010 · Cash - Marquette	-357.65
Bill	1626373	12/19/2018		104642 · Patron Programs & Events-Youth	357.65
TOTAL					<u>357.65</u>
Bill Pmt -Check	58494	01/04/2019	Gale/Cengage Learning	101010 · Cash - Marquette	-766.09
Bill	65726932	12/19/2018		104312 · Books - Outreach	226.31
Bill	65727071	12/19/2018		104312 · Books - Outreach	28.79
Bill	65734166	12/20/2018		104312 · Books - Outreach	330.26
Bill	65734177	12/20/2018		104310 · Books - Adult	25.59
Bill	65738223	12/21/2018		104312 · Books - Outreach	21.59
Bill	65742999	12/24/2018		104312 · Books - Outreach	133.55
TOTAL					<u>766.09</u>
Bill Pmt -Check	58495	01/04/2019	Garvey's Office Products	101010 · Cash - Marquette	-170.10
Bill	PINV1655309	12/21/2018		104710 · Library Supplies	133.88
Bill	PINV1656226	12/26/2018		104710 · Library Supplies	36.22
TOTAL					<u>170.10</u>
Bill Pmt -Check	58496	01/04/2019	Grainger	101010 · Cash - Marquette	-91.48
Bill	9036828359	12/19/2018		104530 · Building & Custodial Supplies	91.48
TOTAL					<u>91.48</u>
Bill Pmt -Check	58497	01/04/2019	Illinois State Police Services Fund	101010 · Cash - Marquette	-90.00
Bill	11/30/18	12/01/2018		104495 · Legal	90.00
TOTAL					<u>90.00</u>
Bill Pmt -Check	58498	01/04/2019	Improv Unlimited	101010 · Cash - Marquette	-350.00

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

	<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
	Bill	1/17/19	01/17/2019		104640 · Patron Programs&Events-Outreach	350.00
TOTAL						<u>350.00</u>
	Bill Pmt -Check	58499	01/04/2019	Industrial Appraisal Company	101010 · Cash - Marquette	-165.00
	Bill	9/30	12/19/2018		104495 · Legal	165.00
TOTAL						<u>165.00</u>
	Bill Pmt -Check	58500	01/04/2019	Ingram Library Services	101010 · Cash - Marquette	-2,656.40
	Bill	See Detail List	01/04/2019		104310 · Books - Adult	2,135.26
					104312 · Books - Outreach	83.41
					104311 · Books - Youth	437.73
TOTAL						<u>2,656.40</u>
	Bill Pmt -Check	58501	01/04/2019	Johnson Controls Security Solutions	101010 · Cash - Marquette	-436.05
	Bill	31646330	12/15/2018		104460 · Security System	169.05
	Bill	31646303	12/15/2018		104460 · Security System	267.00
TOTAL						<u>436.05</u>
	Bill Pmt -Check	58502	01/04/2019	Klein, Thorpe and Jenkins, Ltd.	101010 · Cash - Marquette	-3,594.32
	Bill	12/13/18	12/13/2018		104495 · Legal	3,594.32
TOTAL						<u>3,594.32</u>
	Bill Pmt -Check	58503	01/04/2019	Lighting Supply Co.	101010 · Cash - Marquette	-120.15
	Bill	V0344142	12/28/2018		104530 · Building & Custodial Supplies	120.15
TOTAL						<u>120.15</u>
	Bill Pmt -Check	58504	01/04/2019	Manufacturers' News, Inc.	101010 · Cash - Marquette	-226.90
	Bill	289224	12/28/2018		104310 · Books - Adult	226.90
TOTAL						<u>226.90</u>
	Bill Pmt -Check	58505	01/04/2019	Midwest Tape	101010 · Cash - Marquette	-77.58

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

	<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
	Bill	96712142	12/12/2018		104340 · Audio Visual Materials - Adult	77.58
TOTAL						<u>77.58</u>
	Bill Pmt -Check	58506	01/04/2019	Neviol, Inc.	101010 · Cash - Marquette	-6,455.00
	Bill	7021 2	01/01/2019		104450 · Building Maintenance	6,455.00
TOTAL						<u>6,455.00</u>
	Bill Pmt -Check	58507	01/04/2019	NuWay Disposal Service, Inc.	101010 · Cash - Marquette	-74.76
	Bill	6427800	01/01/2019		104450 · Building Maintenance	74.76
TOTAL						<u>74.76</u>
	Bill Pmt -Check	58508	01/04/2019	One Up Signs	101010 · Cash - Marquette	-135.70
	Bill	2018-6891	12/14/2018		104450 · Building Maintenance	135.70
TOTAL						<u>135.70</u>
	Bill Pmt -Check	58509	01/04/2019	OverDrive, Inc.	101010 · Cash - Marquette	-242.48
	Bill	04125CO18232437	12/13/2018		104310 · Books - Adult	28.99
	Bill	04125CO18233143	12/14/2018		104340 · Audio Visual Materials - Adult	52.50
	Bill	04125CO18237491	12/20/2018		104311 · Books - Youth	105.99
	Bill	04125CO18238415	12/22/2018		104310 · Books - Adult	55.00
TOTAL						<u>242.48</u>
	Bill Pmt -Check	58510	01/04/2019	Penguin Random House LLC	101010 · Cash - Marquette	-107.50
	Bill	1085045850	12/07/2018		104340 · Audio Visual Materials - Adult	63.75
	Bill	1085147683	12/07/2018		104340 · Audio Visual Materials - Adult	10.00
	Bill	1085045851	12/07/2018		104342 · Audio Visual Materials-Outreach	33.75
TOTAL						<u>107.50</u>
	Bill Pmt -Check	58511	01/04/2019	Recorded Books, INC	101010 · Cash - Marquette	-148.47
	Bill	76049320	12/13/2018		104340 · Audio Visual Materials - Adult	35.99
	Bill	76049514	12/13/2018		104340 · Audio Visual Materials - Adult	40.49
	Bill	76049616	12/13/2018		104340 · Audio Visual Materials - Adult	40.50

Orland Park Public Library
Check Detail
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	<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
	Bill	76050230	12/14/2018		104340 · Audio Visual Materials - Adult	31.49
TOTAL						<u>148.47</u>
	Bill Pmt -Check	58512	01/04/2019	Reliastar Life Insurance Company	101010 · Cash - Marquette	-3,600.00
	Bill	12/17/18	12/17/2018		102160 · 457 Plan W/H Payable	3,600.00
TOTAL						<u>3,600.00</u>
	Bill Pmt -Check	58513	01/04/2019	Robert Rodriguez	101010 · Cash - Marquette	-250.00
	Bill	1/29/19	01/29/2019		104640 · Patron Programs&Events-Outreach	250.00
TOTAL						<u>250.00</u>
	Bill Pmt -Check	58514	01/04/2019	Scholastic Inc.	101010 · Cash - Marquette	-250.33
	Bill	18480208	12/19/2018		104311 · Books - Youth	250.33
TOTAL						<u>250.33</u>
	Bill Pmt -Check	58515	01/04/2019	Silver Star Expositions	101010 · Cash - Marquette	-210.00
	Bill	4/24/19	01/03/2019		104600 · Outreach Services	210.00
TOTAL						<u>210.00</u>
	Bill Pmt -Check	58516	01/04/2019	Sunlight Maintenance Supply	101010 · Cash - Marquette	-803.72
	Bill	6395	12/16/2018		104530 · Building & Custodial Supplies	357.16
	Bill	16970	12/19/2018		104530 · Building & Custodial Supplies	28.00
	Bill	6439	12/28/2018		104530 · Building & Custodial Supplies	418.56
TOTAL						<u>803.72</u>
	Bill Pmt -Check	58517	01/04/2019	Suzan Bates	101010 · Cash - Marquette	-200.00
	Bill	1/15/19	01/15/2019		104640 · Patron Programs&Events-Outreach	200.00
TOTAL						<u>200.00</u>
	Bill Pmt -Check	58518	01/04/2019	SYNCHRONY BANK/AMAZON	101010 · Cash - Marquette	-7,763.58
	Bill	12/15/18 Statement	01/04/2019		104340 · Audio Visual Materials - Adult	3,725.65

Orland Park Public Library
Check Detail
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Type	Num	Date	Name	Account	Original Amount
				104341 · Audio Visual Materials - Youth	1,632.03
				104342 · Audio Visual Materials-Outreach	363.81
				104310 · Books - Adult	172.57
				104311 · Books - Youth	143.68
				104710 · Library Supplies	689.52
				104570 · Automation - Equipment	1,036.32
TOTAL					<u>7,763.58</u>
Bill Pmt -Check	58519	01/04/2019	Talcott Free Library	101010 · Cash - Marquette	-19.00
Bill	1/3/19	01/03/2019		104310 · Books - Adult	19.00
TOTAL					<u>19.00</u>
Bill Pmt -Check	58520	01/04/2019	Taste of Home Books	101010 · Cash - Marquette	-33.98
Bill	1055	12/13/2018		104310 · Books - Adult	33.98
TOTAL					<u>33.98</u>
Bill Pmt -Check	58521	01/04/2019	Woodstock Public Library	101010 · Cash - Marquette	-10.00
Bill	12/28/18	12/28/2018		104341 · Audio Visual Materials - Youth	10.00
TOTAL					<u>10.00</u>
Bill Pmt -Check	58522	01/15/2019	ABDO-Spotlight-Magic Wagon	101010 · Cash - Marquette	-2,019.90
Bill	224298	12/28/2018		104311 · Books - Youth	239.40
Bill	224297	12/28/2018		104311 · Books - Youth	167.55
Bill	224296	12/28/2018		104311 · Books - Youth	39.90
Bill	224294	12/28/2018		104311 · Books - Youth	887.70
Bill	224299	12/28/2018		104311 · Books - Youth	685.35
TOTAL					<u>2,019.90</u>
Bill Pmt -Check	58523	01/15/2019	Annuity Premium Reserve Account	101010 · Cash - Marquette	-425.00
Bill	12/31/18	12/31/2018		102160 · 457 Plan W/H Payable	425.00
TOTAL					<u>425.00</u>
Bill Pmt -Check	58524	01/15/2019	AT&T	101010 · Cash - Marquette	-90.69

Orland Park Public Library
Check Detail
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Type	Num	Date	Name	Account	Original Amount
Bill	12/12/18	12/12/2018		104575 · Automation - Line Costs	90.69
TOTAL					90.69
Bill Pmt -Check	58525	01/15/2019	Bal Industries	101010 · Cash - Marquette	0.00
TOTAL					0.00
Bill Pmt -Check	58526	01/15/2019	Blackstone Publishing	101010 · Cash - Marquette	-49.09
Bill	1073178	12/27/2018		104342 · Audio Visual Materials-Outreach	22.14
Bill	1074578	01/04/2019		104342 · Audio Visual Materials-Outreach	26.95
TOTAL					49.09
Bill Pmt -Check	58527	01/15/2019	Cardmember Service	101010 · Cash - Marquette	-3,510.21
Bill	12/31/18	12/31/2018		104530 · Building & Custodial Supplies	55.75
				104570 · Automation - Equipment	297.42
				104570 · Automation - Equipment	14.99
				104642 · Patron Programs & Events-Youth	17.00
				104530 · Building & Custodial Supplies	65.96
				104641 · Patron Programs & Events-Adult	83.34
				104530 · Building & Custodial Supplies	84.99
				104642 · Patron Programs & Events-Youth	48.05
				104530 · Building & Custodial Supplies	100.00
				104740 · Printing	37.88
				104530 · Building & Custodial Supplies	29.99
				104320 · Periodicals - Adult	34.97
				104320 · Periodicals - Adult	25.95
				104530 · Building & Custodial Supplies	111.90
				104730 · Postage	24.70
				104530 · Building & Custodial Supplies	109.46
				104641 · Patron Programs & Events-Adult	162.70
				104642 · Patron Programs & Events-Youth	31.88
				104530 · Building & Custodial Supplies	15.00
				104642 · Patron Programs & Events-Youth	78.17
				104530 · Building & Custodial Supplies	67.73
				104530 · Building & Custodial Supplies	10.98

Orland Park Public Library
Check Detail
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<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
				104642 · Patron Programs & Events-Youth	19.65
				104642 · Patron Programs & Events-Youth	25.51
				104642 · Patron Programs & Events-Youth	26.98
				104642 · Patron Programs & Events-Youth	75.00
				104642 · Patron Programs & Events-Youth	31.91
				104660 · Public Information	127.50
				104420 · Accounting	129.99
				104642 · Patron Programs & Events-Youth	73.36
				104530 · Building & Custodial Supplies	257.52
				104530 · Building & Custodial Supplies	33.98
				104570 · Automation - Equipment	1,200.00
TOTAL					<u>3,510.21</u>
Bill Pmt -Check	58528	01/15/2019	Cherry Lake Publishing	101010 · Cash - Marquette	-420.10
Bill	125167	12/19/2018		104311 · Books - Youth	199.50
Bill	125168	12/19/2018		104311 · Books - Youth	57.96
Bill	125169	12/19/2018		104311 · Books - Youth	146.65
Bill	125504	12/26/2018		104311 · Books - Youth	15.99
TOTAL					<u>420.10</u>
Bill Pmt -Check	58529	01/15/2019	CIBC	101010 · Cash - Marquette	-29,900.00
Bill	1/15/19	01/15/2019		104230 · Life/Health Insurance	29,900.00
TOTAL					<u>29,900.00</u>
Bill Pmt -Check	58530	01/15/2019	Crabtree Publishing Company	101010 · Cash - Marquette	-381.00
Bill	IN534862	12/18/2018		104311 · Books - Youth	106.20
Bill	IN534860	12/18/2018		104311 · Books - Youth	274.80
TOTAL					<u>381.00</u>
Bill Pmt -Check	58531	01/15/2019	Current Technologies Corporation	101010 · Cash - Marquette	-27,000.00
Bill	721280	01/01/2019		104577 · Automation - Consultant	27,000.00
TOTAL					<u>27,000.00</u>
Bill Pmt -Check	58532	01/15/2019	Gale/Cengage Learning	101010 · Cash - Marquette	-1,239.57

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Check Detail
December 18, 2018 through January 21, 2019

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
Bill	65786865	01/03/2019		104312 · Books - Outreach	280.69
Bill	65787304	01/03/2019		104310 · Books - Adult	30.39
Bill	65793963	01/04/2019		104312 · Books - Outreach	213.54
Bill	65836832	01/08/2019		104310 · Books - Adult	30.39
Bill	65836536	01/08/2019		104310 · Books - Adult	60.78
Bill	65836617	01/08/2019		104310 · Books - Adult	30.39
Bill	65836317	01/08/2019		104312 · Books - Outreach	31.19
Bill	65836503	01/08/2019		104312 · Books - Outreach	562.20
TOTAL					<u>1,239.57</u>
Bill Pmt -Check	58533	01/15/2019	Greenhaven Publishing	101010 · Cash - Marquette	-219.60
Bill	GRL501134I	12/26/2018		104311 · Books - Youth	219.60
TOTAL					<u>219.60</u>
Bill Pmt -Check	58534	01/15/2019	Grey House Publishing, Inc.	101010 · Cash - Marquette	-158.08
Bill	951326	01/02/2019		104310 · Books - Adult	158.08
TOTAL					<u>158.08</u>
Bill Pmt -Check	58535	01/15/2019	Home Depot Credit Services	101010 · Cash - Marquette	-426.15
Bill	12/28/18	12/28/2018		104530 · Building & Custodial Supplies	426.15
TOTAL					<u>426.15</u>
Bill Pmt -Check	58536	01/15/2019	HR Source	101010 · Cash - Marquette	-700.00
Bill	8500	01/08/2019		104620 · Staff Training & Education	350.00
Bill	8499	01/08/2019		104620 · Staff Training & Education	350.00
TOTAL					<u>700.00</u>
Bill Pmt -Check	58537	01/15/2019	Illinois Library Association	101010 · Cash - Marquette	-100.00
Bill	157972	01/08/2019		104650 · Association Dues & Fees	100.00
TOTAL					<u>100.00</u>
Bill Pmt -Check	58538	01/15/2019	Impact Networking, LLC	101010 · Cash - Marquette	-282.00

Orland Park Public Library
Check Detail
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Type	Num	Date	Name	Account	Original Amount
Bill	1302928	12/21/2018		104710 · Library Supplies	282.00
TOTAL					<u>282.00</u>
Bill Pmt -Check	58539	01/15/2019	Ingram Library Services	101010 · Cash - Marquette	-2,931.01
Bill	See Detail List	01/15/2019		104310 · Books - Adult	1,703.84
				104312 · Books - Outreach	36.08
				104311 · Books - Youth	1,191.09
TOTAL					<u>2,931.01</u>
Bill Pmt -Check	58540	01/15/2019	Konica Minolta Business Solutions USA Inc	101010 · Cash - Marquette	-59.09
Bill	9005247041	12/19/2018		104550 · Lib. & Off. Eqpt Rep. & Maint	45.89
Bill	9005249802	12/20/2018		104550 · Lib. & Off. Eqpt Rep. & Maint	13.20
TOTAL					<u>59.09</u>
Bill Pmt -Check	58541	01/15/2019	Lerner Publishing Group	101010 · Cash - Marquette	-1,162.62
Bill	1310519	12/19/2018		104311 · Books - Youth	26.23
Bill	1310517	12/19/2018		104311 · Books - Youth	50.97
Bill	1310518	12/19/2018		104311 · Books - Youth	219.87
Bill	1310516	12/19/2018		104311 · Books - Youth	230.91
Bill	1310520	12/20/2018		104311 · Books - Youth	634.64
TOTAL					<u>1,162.62</u>
Bill Pmt -Check	58542	01/15/2019	Midwest Tape	101010 · Cash - Marquette	-2,326.81
Bill	96799827	12/31/2018		104311 · Books - Youth	49.37
				104341 · Audio Visual Materials - Youth	317.91
				104310 · Books - Adult	385.92
				104340 · Audio Visual Materials - Adult	1,573.61
TOTAL					<u>2,326.81</u>
Bill Pmt -Check	58543	01/15/2019	Nicor Gas	101010 · Cash - Marquette	0.00
TOTAL					0.00

Orland Park Public Library
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Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	58544	01/15/2019	One Up Signs	101010 · Cash - Marquette	<u>-135.70</u>
Bill	2019-14272	01/03/2019		104450 · Building Maintenance	135.70
TOTAL					<u>135.70</u>
Bill Pmt -Check	58545	01/15/2019	OverDrive, Inc.	101010 · Cash - Marquette	-7,645.65
Bill	04125CO18239753	12/27/2018		104311 · Books - Youth	302.89
Bill	04124CO19000621	01/02/2019		104340 · Audio Visual Materials - Adult	95.00
Bill	04125CO19001232	01/03/2019		104310 · Books - Adult	5,919.62
				104340 · Audio Visual Materials - Adult	727.89
Bill	04125CO19001245	01/03/2019		104310 · Books - Adult	401.83
				104340 · Audio Visual Materials - Adult	52.48
Bill	04125CO19001374	01/03/2019		104311 · Books - Youth	145.94
TOTAL					<u>7,645.65</u>
Bill Pmt -Check	58546	01/15/2019	Park Ace Hardware	101010 · Cash - Marquette	-62.34
Bill	12/31/18	12/31/2018		104530 · Building & Custodial Supplies	62.34
TOTAL					<u>62.34</u>
Bill Pmt -Check	58547	01/15/2019	Penguin Random House LLC	101010 · Cash - Marquette	-52.50
Bill	1085517770	12/27/2018		104342 · Audio Visual Materials-Outreach	26.25
Bill	1085517769	12/27/2018		104340 · Audio Visual Materials - Adult	26.25
TOTAL					<u>52.50</u>
Bill Pmt -Check	58548	01/15/2019	Sprint	101010 · Cash - Marquette	-229.44
Bill	336044821-169	12/30/2018		104520 · Telephone	229.44
TOTAL					<u>229.44</u>
Bill Pmt -Check	58549	01/15/2019	Sunlight Maintenance Supply	101010 · Cash - Marquette	-337.01
Bill	6456	01/08/2019		104530 · Building & Custodial Supplies	337.01
TOTAL					<u>337.01</u>
Bill Pmt -Check	58550	01/15/2019	T-Explorer, LLC	101010 · Cash - Marquette	-395.00

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

	<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Original Amount</u>
	Bill	1/19/19	01/19/2019		104642 · Patron Programs & Events-Youth	395.00
TOTAL						<u>395.00</u>
	Bill Pmt -Check	58551	01/15/2019	Unique Management Services, Inc.	101010 · Cash - Marquette	-26.85
	Bill	493346	01/01/2019		104495 · Legal	26.85
TOTAL						<u>26.85</u>
	Bill Pmt -Check	58552	01/15/2019	Wight & Company	101010 · Cash - Marquette	-28,123.77
	Bill	5592-01-002	12/31/2018		104450 · Building Maintenance	21,087.81
	Bill	5592-02-002	12/31/2018		104450 · Building Maintenance	7,035.96
TOTAL						<u>28,123.77</u>
	Bill Pmt -Check	58553	01/15/2019	Blackstone Publishing	101010 · Cash - Marquette	-45.88
	Bill	1071665	12/18/2018		104342 · Audio Visual Materials-Outreach	45.88
TOTAL						<u>45.88</u>
	Bill Pmt -Check	58554	01/15/2019	Fidelity Security Life Insurance Co	101010 · Cash - Marquette	0.00
TOTAL						0.00
	Bill Pmt -Check	58555	01/15/2019	MetLife-Group Benefits	101010 · Cash - Marquette	0.00
TOTAL						0.00
	Bill Pmt -Check	58556	01/15/2019	Wendy Xie	101010 · Cash - Marquette	0.00
TOTAL						0.00
	Bill Pmt -Check	58557	01/15/2019	Fidelity Security Life Insurance Co	101010 · Cash - Marquette	-342.31
	Bill	Jan'19 Vision Cover	01/15/2019		104230 · Life/Health Insurance	342.31
TOTAL						<u>342.31</u>
	Bill Pmt -Check	58558	01/15/2019	MetLife-Group Benefits	101010 · Cash - Marquette	-48.83

Orland Park Public Library
Check Detail
December 18, 2018 through January 21, 2019

Type	Num	Date	Name	Account	Original Amount
Bill	Jan'19 GTL Benefits	01/15/2019		104230 · Life/Health Insurance	48.83
TOTAL					<u>48.83</u>
Bill Pmt -Check	58559	01/15/2019	Wendy Xie	101010 · Cash - Marquette	-400.00
Bill	Reimburse Exp Jan'19	01/15/2019		104570 · Automation - Equipment	400.00
TOTAL					<u>400.00</u>
Bill Pmt -Check	58560	01/15/2019	Nicor Gas	101010 · Cash - Marquette	-2,961.23
Bill	12/19/18	12/19/2018		104517 · Natural Gas	2,961.23
TOTAL					<u>2,961.23</u>
Subtotal - Checks					\$229,944.05
Gross Payroll on 12/31/18					\$108,249.24
Payment to Village for IMRF/Insurance for December, 2018					\$70,484.25
Gross Payroll on 1/15/19					\$119,928.72
Grand Total					<u><u>\$528,606.26</u></u>

Adult Services Board Report December 2018

PERSONNEL

Conducted interviews for the open part-time Reference Librarian I position.

SERVICES/PROGRAMS/PROJECTS/CLASSES

Five genre book discussions 12/5, 12/10, 12/13, 12/18, 12/20; 35 adults

Writers Group 12/6; 12 adults

eBooks, eMagazines, eReaders 12/6, 12/11, 12/17; 2 adults

Bingo 12/8; 2 adults

Unwind: Knit, Crochet, Needlework; 6 adults

DIY Drop In: New Year's Bash 12/18; 3 adults

CONTINUING EDUCATION/MEETINGS ATTENDED

Judy Brannigan attended Book Club Matchmaker: Standout Selections for This Season and Next- (Webinar) on Dec 3, 2018

Judy Brannigan attended Supporting Your Creative Community: Vision, Value, and Impact (Webinar) on Dec 4, 2018

Peter Tew attended Accessible to All: Serving Youth and Young Adults with Disabilities (Webinar) on Dec 4, 2018

Peter Tew attended Demystifying Genre: How to Help Every Type of Reader (Webinar) on Dec 11, 2018

Peter Tew attended Five Things to Know in Top Genres (Webinar) on Dec 19, 2018

Katie Allan attended Five Things to Know in Top Genres (Webinar) on Dec 28, 2018

Deborah Oedzes attended Collection Development: The Basics and Beyond (Webinar) on Dec 30, 2018

STATISTICS

Database	2018	2017	Data Type
Ancestry Library	320	1129	Total Searches
Careers College	9	28	Total Users
Consumer Reports	83	92	Total Log-Ins
EBSCO	572	1179	Total Searches
Gale Virtual Reference Library	3	11	Total Searches
Heritage Quest	20	311	Total Searches
Lynda.com	59	79	Total Log-Ins

Mango Languages	45	66	Total Sessions
OCLC	4689	5483	Total Searches
ProQuest	23	28	Total Searches
Reference USA	50	193	Total Searches
Weiss & Street Financial Ratings	34	22	Total Log-Ins

Statistics from web forms

Category	12/2018	12/2017
Reference	2750	2838
Reference Remote	108	137
Non-Reference	178	245
N-R Remote	33	14
Extended Help	13	23
Passive Programming	11	7
Program Attendance	60	52
Items shelved	16137	17430
Carts shelved	264	226

CUSTOMER SERVICE LOG

12-19-18 Patron called for assistance to access Overdrive MP3 file on Kindle. 'Thank you for helping me. This was wonderful now I can travel with my book.' Diane S.

12-19-18 Patron requested new video series for OPPL purchase. "By the way, who built that book tree ... I think it's beautiful." I notified Cathy Di Giorgio of Outreach Services who received the patron's compliment. Diane S.

12-20-18 Three patrons asked if we had a vending machine selling water this week. Katie A.

12-21-18 Patron was looking for a classic Christmas movie. I remembered that we had it in one of the Flick Pix boxes and fortunately that box was in. I showed her the box and explained the concept. She said, "These are all my favorite movies! What a cute idea! I love this library." Katie A.

12-23-18 One of our regular patrons stopped by the Reference Desk and in the course of our conversation, she mentioned that she and her family were moving to a new house. When I asked if she was moving far, she said, "Well, we looked a bit in Tinley, but we decided to stay in Orland and honestly the library was a big part of that." She has twin 3-year-olds and loves all of the children's programming at OPPL in addition to the adult book discussion groups. Katie A.

12-28-18 Patron picking up book for new YA for Adults Book Discussion: "I'm so happy you have this discussion group. A lot of us read YA. And we want to know what our grandchildren are reading, too." Katie A.

Patron Services Board Report December 2018

CONTINUING EDUCATION/MEETINGS ATTENDED

Theresa Hildebrand attended Promoting Fairness & Belonging: Insights from implicit bias, racial anxiety, and stereotype threat (RAILS Webinar) on Dec 6, 2018

Julie Pryor listened to Webjunction Webinar "Librarian Evolution: Libraries Thrive When We Change" on December 7, 2018

Julie Pryor attended "All Things Google" in the computer lab on December 12, 2018

STATISTICS

Patron Services staff answered 67 reference questions over the phone and in person.

OPPL	Total Circulation		2018											
Month	2018	2017	Circulation Change %	Patron attendance 2018	Patron attendance 2017	Patron attendance Change	In-House Checkins 2018	In-House Checkins 2017	In-House Checkins Change %	Polaris Search Sessions 2018	Polaris Search Sessions 2017	Polaris Search Change %	Overdrive Registration 2018	Overdrive Registration 2017
Jan	55,988	55,430	1.01%	35,020	36,949	-5.22%	3,544	2,499	41.82%	15,803	16,302	-3.06%	59	52
Feb	50,683	51,565	-1.71%	36,111	36,864	-2.04%	3,395	3,541	-4.12%	14,115	15,753	-10.40%	51	49
March	57,407	57,523	-0.20%	42,485	41,617	2.09%	3,739	3,994	-6.38%	15,640	17,813	-12.20%	49	54
April	54,404	51,077	6.51%	39,007	32,758	19.08%	3,411	3,338	2.19%	15,234	14,737	3.37%	60	52
May	49,701	49,659	0.08%	36,101	31,859	13.31%	3,075	3,084	-0.29%	14,510	15,479	-6.26%	51	36
June	63,248	61,176	3.39%	38,793	32,107	20.82%	4,002	1,338	199.10%	15,223	15,445	-1.44%	71	57
July	62,697	59,637	5.13%	40,033	33,762	18.57%	4,110	856	380.14%	16,153	15,644	3.25%	92	61
Aug	57,759	54,358	6.26%	36,214	35,295	2.60%	3,632	1,647	120.52%	15,329	14,656	4.59%	54	57
Sept *	52,657	50,667	3.93%	32,301	32,892	-1.80%	2,635	3,212	-17.96%	14,081	15,705	-10.34%	53	44
Oct	57,422	53,717	6.90%	35,073	36,533	-4.00%	3,264	3,550	-8.06%	14,606	13,694	6.66%	44	42
Nov	57,681	50,789	13.57%	33,801	35,118	-3.75%	3,415	3,606	-5.30%	14,181	14,848	-4.49%	40	55
Dec	47,888	45,050	6.30%	30,280	31,349	-3.41%	3,018	2,750	9.75%	13,799	12,977	6.33%	51	51
TOTAL	667,535	640,648		435,219	417,103		41,240	33,415		178,674	183,053		675	610

* Beginning Sept 2018, Polaris Online books are subtracted from total

OPPL	2018		Other Circulation											
Month	Hoopla 2018	Hoopla 2017	Hoopla change %	Overdrive 2018	Overdrive 2017	OverDrive change %	RB Digital (Zinio) 2018	RB Digital (Zinio) 2017	RB Digital change %	Museum passes 2018	Museum passes 2017			
JAN	1,134	473	139.75%	3,821	2,775	37.69%	377	575	-34.43%	6	9			
FEB	1,244	474	162.45%	3,559	2,637	34.96%	302	328	-7.93%	4	14			
MAR	1,317	556	136.87%	3,761	2,924	28.63%	295	349	-15.47%	13	14			
APR	1,183	530	123.21%	3,798	2,981	27.41%	293	316	-7.28%	13	22			
MAY	1,069	616	73.54%	3,644	2,991	21.83%	287	287	0.00%	21	23			
JUN	1,032	576	79.17%	3,751	2,991	25.41%	304	372	-18.28%	29	25			
JUL	1,162	560	107.50%	4,078	3,365	21.19%	273	269	1.49%	29	26			
AUG	1,203	573	109.95%	4,103	3,335	23.03%	346	316	9.49%	37	30			
SEPT	1,145	541	111.65%	3,754	3,301	13.72%	362	389	-6.94%	19	19			
OCT	1,258	591	112.86%	3,654	3,544	3.10%	661	347	90.49%	24	24			
NOV	1,242	672	84.82%	3,444	3,183	8.20%	842	225	274.22%	7	17			
DEC	1,169	658	77.66%	3,227	3,138	2.84%	664	302	119.87%	22	16			
TOTAL	14,158	6,820		44,594	37,165		5,006	4,075		224	239			

CUSTOMER SERVICE LOG

12/01/2018 (Self Check-Out) A woman was frustrated when using the Self Check-Out in the lobby. She didn't know if she was supposed to hit Check Out or Done. She wanted directions posted. I told her I would ask my supervisor if we can post directions. She was very upset that it changed. - Jill M.

12/06/2018 (Welcome Desk) An attendee for a private group's room reservation requested to be allowed into the room prior to the arrival of the individual who booked the reservation. Request to do so was denied. "Your rules are really prohibitive to be able to use a room." - Julie P.

12/07/2018 (Lobby) A patron who used the copy machine suggested that a small table be placed next to the machine. - Denise M.

12/07/2018 (Check-Out Desk) Patron commented, "Your decorations are so pretty. You do a wonderful job. I love the book tree. It's so cute!" - Laura L.

12/07/2018 (Check-Out Desk) Patron commented, "I wish you still had the mysteries shelved together." - Barb K.

12/10/2018 (Patron walking by Welcome Desk) "I love the Christmas tree. So festive! Book tree was wonderful too." - Julie P.

12/10/2018 (Patron in the lobby before leaving) Patron wanted to say how Katie upstairs (Adult Services) was very helpful and friendly. - Abby K.

12/11/2018 (Lobby Book Return) "Mom look!! There's a MONKEY!! Hi Monkey!!!" Yet another of our youngest patrons noticing the little monkey stuffed animal that is hanging around just inside our book drop. Theresa H.

12/11/2018 (Patron checking out at Welcome Desk) Reciprocal borrower from Chicago shared how much he enjoys our library. He is always greeted with a smile, people are happy here, and they care. - Terry F.

12/12/2018 (Welcome Desk) Patron was upset that the last time she was in she was told that she could not keep a drink by the computers. She said she needed a drink there to take her medication. She felt she shouldn't have been denied. - Laura L.

12/13/2018 (Check-Out Desk) Patron asked me if I was the one who decorated the Christmas tree and lobby. She said it was very beautiful. - Nadine L.

12/13/2018 (Recommending an author to a patron) Patron commented, "Thank you. I have been looking for something to read on vacation. This looks so good." - Julie P.

12/14/2018 (Waiving overdue fines when notices were not received) Patron said, "Thank you. You are so kind." - Julie P.

12/17/2018 (Welcome Desk) Patron commented, "I love everyone at my library. You people are fabulous! Blessings to everyone here!" - Julie P.

12/17/2018 (Helping Patron at the Copier) "That's fantastic!" - Julie P.

12/18/2018 (Welcome Desk) Patron commented, "I LOVE the music! It makes me so happy to walk in and hear it in the background." Patron said we should have it all the time. - Terry F.

12/21/2018 (Welcome Desk) Patron commented, "Beautiful tree. Who puts it up?" - Julie P.

12/26/2018 (Welcome Desk) Patron purchasing Friends sale books commented, "This is the best tax dollars I spend. The library has so many things for us." - Laura L.

12/27/2018 (Welcome Desk) Patron commented, "That's the greatest service in the world," referring to our Express Reserve Shelves. - Laura L.

12/28/2018 (Lobby) Patron asking for more info on the Yoga class after looking at our sign. "Oh I'm so glad you're doing a class, this way I can try it out before I commit to anything. I bought a yoga mat years ago, but never used it."

12/30/2018 (Welcome Desk) Patron is glad to hear the library is closed both New Year's Eve and New Year's Day. - Julie P.

Graphics Board Report December 2018

SERVICES/PROGRAMS/PROJECTS/CLASSES

Work this month focused on:

Print newsletter was dropped at post office early on Dec. 20 (originally slated for Dec. 26) and mailed to community

Monthly e-blast with news/programs/events happening in Jan. 2019 sent Dec. 28 (established a regular e-blast starting with Dec. 2018 programs-sent Nov. 29, 2018)

2 videos for social media (Holly Jolly and Polar Express)

Mass emails for Exploring Textiles Expo and Christmas/New Year's Closures

CONTINUING EDUCATION/MEETINGS ATTENDED

Stephanie Fordice attended *How Your Nonprofit Can Get \$10K Per Month In Free Google Advertising* (Webinar) on Dec 4, 2018

STATISTICS

2,328 Facebook followers

670 Instagram followers

1,985 Twitter followers

450 Pinterest followers

17,882 Emails on the marketing email list

15 Meeting room requests received

80 Graphics requests completed

Delivered 24 Welcome Bags

Information Technology Board Report December 2018

PERSONNEL

Calvin Strickland, new IT2, started on 12/17.

Ella Mac, new IT1, started on 12/21 and resigned effective 1/13. The IT1 position is now open again and we are searching for a replacement.

SERVICES/PROGRAMS/PROJECTS/CLASSES

12/4 - Digitizing Your Memories (32)

12/4 - Is Cloud Storage Right for Me? (15)

12/12 - All Things Google (10)

12/17 - Safely Surfing the Web (5)

CONTINUING EDUCATION/MEETINGS ATTENDED

12/11 Ian attended a meeting about Beanstack, our new reading challenge software.

STATISTICS

Category	Dec 2018	Dec 2017
Study Room Usage	357	392
Patrons Assisted	489	381
Extended Assistance	121	58
Total PC Usage	1519	1603
Total Web pages	26233	24879
Number of Classes	4	9
Total Class Attendance	62	45
Wireless Usage	4049	4008

GRANTS/SPECIAL PROJECTS

In early December, Comcast upgraded our internet service to 1GB (Download)/35MB (Upload) from our previous speed of 150 MB (Download)/20 MB (Upload).

CUSTOMER SERVICE LOG

12/4/18 - Digitizing Your Memories - Excellent! Thank you Ian. Always wonderful classes!

12/4/18 - Digitizing Your Memories - Request Reel to Reel movie converter purchase by OPPL

12/4/18 - Is Cloud Storage Right for Me? - Please do not read to me. First 15-20 minutes was read to us. I thought I would learn more about cloud usage. I have iCloud, he is not familiar with it.

12/4/18 - Is Cloud Storage Right for Me? - Thank you! Good Handouts!

12/4/18 - Is Cloud Storage Right for Me? - Could speak a little slower

12/12/18 - All Things Google – Nice overview

Outreach Services Board Report December 2018

SERVICES/PROGRAMS/PROJECTS/CLASSES

Homebound materials delivery and offsite programs to patrons in single family homes, Smith Crossing Independent Living and Assisted Living, Brookdale, Alden Prairie, American House, Lexington, Thomas Place, Evergreen Assisted Living and Independent Living facilities and Heartis Assisted Living.

Senior materials delivery to Orland Township.

Special collection management of NASA artifacts, display cases, and databases.

Art and collection coordination and management of six display areas.

In-house and offsite adult programming.

Book and flyer delivery to train stations.

Curation of the Founding Documents Collection.

Flyer distribution to surrounding establishments and at programs.

Collection management, including ordering of all Outreach Services materials for the Outreach Services collection.

CONTINUING EDUCATION/MEETINGS ATTENDED

Kelly Cuci attended Putting the Booklist Starred Review Issue to Work for Your Library (Webinar) on Dec 6, 2018

Cathy DiGiorgio attended Putting the Booklist Starred Review Issue to Work for Your Library (Webinar) on Dec 6, 2018

STATISTICS

Onsite Adult Programs:

13 programs were given with a total of 553. *2017: 11 programs were given with a total of 468 patrons.*

Breakout:

12/4/18	It's Christmastime in Chicago	55
12/5/18	Victorian Holiday Customs	64
12/7/18	Meet the Artist - Nancie King Mertz Demonstration	15
12/7/18	Meet the Artist - Nancie King Mertz	10
12/11/18	English Conversation for ESL Learners	4
12/11/18	Understanding the New Tax Law	48
12/12/18	Meet the Six Wives of Henry the 8th	66
12/13/18	Afternoons @ OPPL - Murder on the Orient Express	17

12/13/18 Holiday Canapés & Hors d'Oeuvres	30
12/14/18 Exploring Textiles - Friday	58
12/15/18 Exploring Textiles - Saturday	63
12/21/18 Showcase - Southwest Community Band - Brass Ensemble	102
12/28/18 Friday Film Series - The Man Who Invented Christmas	21

Offsite Adult Programs:

10 programs were given with a total of 151 patrons attending. *2017: 7 programs were given with a total of 91 patrons attending.*

Breakout:

12/5/18 Senior Living Visits	10
12/10/18 Senior Living Visits	25
12/11/18 Senior Living Visits	24
12/12/18 Senior Living Visits	19
12/17/18 Senior Living Visits	25
12/18/18 Book Discussion - Thomas Place	8
12/19/18 Senior Living Visits	4
12/20/18 Remember When at American House	12
12/20/18 Remember When with Brookdale	9
12/26/18 Senior Living Visits	15

Train Station Books:

Three Train Stations - **50**, 2017 - 104

Passive Programming

Nursing Homes - **20**, *New Statistic*

Program Flyer Distribution Stats:

Village of Orland Park - **275**, 2017 - 530

Sportsplex - **275**, 2017 - 500

Train Stations - **50**, 2017 - 104

During programs - **426**, 2017 - 79

Other Outreach and Homebound Stats:

Outreach Circulation Statistics: 609 items circulated with 987 checkouts and 96 renewals. *2017: 577 items circulated with 702 checkouts and 116 renewals.*

Visits to single-family homebound patrons totaled 19. *2017: Visits totaled 25.*

0 new homebound patron cards were issued and 0 discontinued. 0 cards were renewed. *2017: 2 new homebound library cards were issued. 0 cards were discontinued. 1 card was renewed.*

OS staff logged 254 reference transactions. *2017: 888 reference transactions.*

OS staff logged 93 programming questions. *2017: 67 programming questions.*

OS staff logged 51 exhibit questions. *2017: 39 exhibit questions.*

GRANTS/SPECIAL PROJECTS

Outreach Services is working on a new exhibit about Polish culture and history. We are hoping to schedule it for September 2019.

Outreach Services is re-organizing the NASA Collection storage.

CUSTOMER SERVICE LOG

12/7/18 Meet the Artist - Nancie King Mertz Demonstration

"Wonderful presentation." Cathy D.

"What a great idea having the artist paint a picture right in front of you." Cathy D.

"This was such a creative way of presenting the artist." Cathy D.

12/11/18 Understanding the New Tax Law program

"She was very knowledgeable." Duke P.

"Thank you." Duke P.

12/12/18 Meet the Six Wives of Henry the 8th program

"Best tax dollar I spend on this library!" Duke P.

"You have some great programs." Duke P.

"Thank you for tonight." Duke P.

12/13/18 Holiday Canapés & Hors d'Oeuvres program

"Thank you so much, food was really good." Duke P.

"We need more programs like this." Duke P.

12/14/18 Exploring Textiles - Friday

"Thank you for having the zipper class." Cathy D.

"Great idea to have the spinning class." Duke P.

12/15/18 Exploring Textiles - Saturday

"What a wonderful idea having these craft ladies display their quilts." Cathy D.

12/17/18 Smith Crossing Book Delivery

"I love, love, love the library. Thank you very much for what you do." Theresa M.

"We all appreciate what you do." Theresa M.

"Thank you!" Theresa M.

12/18/18 Book Discussion - Thomas Place

"I didn't care for the subject matter." Theresa M.

"I can't believe something like this could happen." Theresa M.

"I couldn't read the book." Theresa M.

"I enjoyed the discussion even though I didn't like the book. Theresa M.

12/21/18 Homebound Delivery

"Thank you and Merry Christmas." Theresa M.

"Thank you so much." Theresa M.

GRANTS/SPECIAL PROJECTS

Polaris email notifications sent to staff are working functionally but still need to pay attention.

Wendy Xie updated a new Polaris function for patrons, the multiple title-level holds are allowed at the PAC search result page.

Wendy Xie enabled another Polaris function, at PAC search result page, patron can immediately be aware of how many quantities of searching titles are available for checkout.

Youth Services Board Report December 2018

PERSONNEL

Catherine Riffice retired from her part-time position as Youth Services Assistant after 17 years of service. Her last day was December 29, 2018.

We extended an offer for our other open position, but the offer was turned down.

We now have 2 open part-time positions for Youth Reference Librarian I. The jobs will be posted until January 18, 2019 and we will then begin the interview process.

SERVICES/PROGRAMS/PROJECTS/CLASSES

Preschool Paks: 9

Items Circulated: 183

Teacher Loan Card Check outs: 64

School Outreach/Books Alive:

12/14 Centennial School: 25 people

Preschool Visits:

12/10: KinderCare John Humphrey Drive-20

12/10: Park Early Childhood (AM) – 8

12/14: KinderCare Pinewood Drive-25

12/14: Park Early Childhood (PM) – 6

12/21: KinderCare John Humphrey Drive-20

12/27: KinderCare Pinewood Drive-25

Youth Programs

Holly Jolly Storytime (3 sessions) - 553

Bright Starts (5 sessions) - 114

Toddler Art (2 sessions) - 53

Melikin Puppets - 120

Droid Storytime - 17

Polar Express - 102

Movement Fridays - 13

Gingerbread House Decorating Party - 56

American Girl High Tea - 19

Stop Motion Animation - 8

Crafty Readers - 3

International Art - 16

1. 2. Crafts & More - 18

Baby Playtime - 28

Family STEAM Challenges - 33

Super Smash Bros Tournament - 67

Nintendo Switch Players - 29

Woggle - 36

Teen Programs

Chalk Board Additions - 10

Teen Video Game Players - 5

Mini Book Reviews - 0

Teen December Book Drawing - 7

Teen Inc. Giving Tree - 4

Teen S'more Parfaits - 13

Teen Gingerbread Smackdown - 12

Volunteens-International Art - 1

Volunteens-1, 2, Crafts & More - 3

Volunteens-Smash Bros Tournament - 3

Volunteens - Crafty Readers - 0

Volunteens - Family STEAM Challenge - 4

Volunteens-Polar Express - 2

Volunteens - American Girl High Tea - 4

Volunteens-Stop Motion Animation - 1

CONTINUING EDUCATION/MEETINGS ATTENDED

Alexander Pappas attended Integrating Minecraft and Minecraft EDU into Curricular Lessons (Florida Library Webinar) on Dec 4, 2018

Brandi Smits attended iREAD Meeting (OPPL) on Dec 7, 2018

Brandi Smits attended Fresh Insights: Reinforcing Your Understanding of HR (Arlington Heights Memorial Library) on Dec 14, 2018

Brandi Smits attended M-CATS Meeting (Arlington Heights Memorial Library) on Dec 14, 2018

STATISTICS

Youth Services Statistics

Category	Qty
Reference	188
Ref Remote	0
Non-Reference	69
N-R Remote	105
Extended Help	29
Group Study	60
Study Rooms (New, started 4/17/2018)	0
Teen Program Attendance	630
Youth Program Attendance	70
Combined Program Attendance	1289
	1359

CUSTOMER SERVICE LOG

Junior Desk

12/5/18 Parent after "Holly Jolly" program "Thank you for moving the program into this room (104). Last year was claustrophobic with everyone in the story time room." Kara D.

12/7/18 Little girls running to their Mom after "Movement Fridays" "Mom I had fun!" said both girls. Alex P.

12/11/18 Grandmother in Preschool Area "Story time's not coming back until January? Good! You all need a break so you don't get burned out." Kara D.

12/11/18 Mother in "Gingerbread House" program "I'm so appreciative that this is a food-free program. I was worried that there would be candy." Kara D.

12/19/18 Helping patron find materials "We just moved here. I'm so glad to see so many copies of *Wreck-It Ralph* on the shelf. My last library has had a long waiting list." Brandi S.

12/27/18 Patron taking child to International Art "We love this program! The last one was so good I framed the art they brought home." Kara D.

12/28/18 First time patron from Alsip-Merrionette Park "This place is amazing!" Alex P.

Preschool Desk

12/1/18 Patrons leaving Melikin Puppets Program Mom - "I loved this puppet show! I think I loved it more than my kids." Daughter - "No way, Mom. I loved it the most!" Brandi S.

12/4/18 Grandmother with grandson looking for Christmas books "Thank you so much. You're always so helpful." Amy N.

Teen Desk

12/7/18 Patron looking for a movie, but the only one in was part of a movie box kit "I didn't know about these boxes! They're so amazing. Thank you so much. Now I get three great movies. The kids will love this! Erin F.

12/7/18 Patron was taught how to find non-fiction books "Thank you so much for helping me learn how to find items. You're so sweet." Erin F.

12/13/18 Two little girls where shown how to play checkers on the chess board "This is so fun! Thank you for showing us. I want to play every day. (Girl) "Thank you for teaching them. You're so sweet." (Mom) Erin F.

12/20/18 A couple of teens came in to apologize for being loud last Wednesday "We're sorry we were loud, but we did do well on all our tests. Thank you for putting up with us. Erin F.

STAFF ANNIVERSARIES

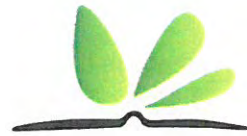
Congratulations to those staff members who have completed a milestone anniversary date.

Thank you for your dedicated service to the Orland Park Public Library!

Erin Faxel	Youth Services Teen Librarian	13 years
Dianna Mackowiak	Technical Services Clerk	7 years
Carol Maresh	Technical Services Cataloger II	6 years
Chris Schultz	Graphics Information Clerk	6 years
Dan Williams, Jr.	Information Technology Assistant II	4 years
Jacob Walk	Youth Services Shelver	1 year



michael c barnes
ARCHITECT



**ORLAND PARK
PUBLIC LIBRARY**

January 18, 2019

design architect proposal



michael c barnes ARCHITECT

January 18, 2019

Mary Weimar, Director
Orland Park Public Library
14921 Ravinia Avenue
Orland Park, IL 60462

ORLAND PARK PUBLIC LIBRARY RENOVATION PROJECT

Dear Mary,

I am pleased to submit this proposal for michael c barnes architect, pllc to provide Design Architect services for improvements to the interiors of the Orland Park Public Library. These services would be performed in concert with the Library's Architect of Record and Construction Manager, Wight & Company. This proposal is based on my understanding of the anticipated work through our recent meetings, discussions, and the scope of work as was documented in the Nov. 19, 2018 Master Space Plan Study (to be re-assessed to keep within the Orland Park Public Library Board of Trustees' budget, which has been established at \$3 million, including fees, furniture, and construction costs).

Project Understanding

It is our understanding that the Library Board wishes to implement renovations to multiple interior areas, spaces, and features of the existing library building as described in the Master Space Plan Study.

MCBA will perform as Design Architect providing architectural and interior design services, working collaboratively with Wight's team of architectural and interior designers, their in-house engineers, and their construction management group to perform the work described below. The proposed fee for these services is also described below.

Scope of Services

MCBA and Wight will perform the following tasks pertaining to the interior renovations.

Conceptual / Schematic Design

MCBA (with Wight's assistance) will complete the following tasks to confirm the space program and develop a concept for the project.

1. Review space program including quantity and size of programmed areas and all other spaces to be included in the project.
2. Review building code and zoning requirements that will have an impact on the design and execution of the project.
3. Perform preliminary field investigation to confirm existing conditions and develop preliminary base floor plans.
4. Conduct detailed programming confirmation meetings with staff.
5. Develop and present general design concepts for the renovation construction as well as the FF&E, for the Library's review and approval.

Budgeting / Logistics Planning

MCBA will collaborate with Wight, utilizing the information developed as part of the Conceptual / Schematic Design services, to evaluate costs required to complete the renovation and to determinate a preliminary logistics / phasing plan for the execution of the construction to ensure that the project will be executed with minimal impact to the Library's operations.

Design Development

Utilizing the approved Conceptual / Schematic Design, MCBA (with Wight's assistance) will perform design services to fix the scope and detail of the project. These services will include the following:

1. Preparation of final floor plan layouts showing all interior building requirements including furniture layouts for the space.
2. Preparation of ceiling plans showing lighting and equipment placements as well as providing product information on fixtures and equipment planned for use.
3. Development of interior finish selections including all flooring, wall finishes and ceilings.
4. Development of FF&E recommendations.
5. Review Interior wayfinding /signage locations
6. Prepare Preliminary Project Manual
7. Prepare Design Development Specifications
8. Present design development for the Library's review and approval.

Construction Documents

Based upon the approval of the Design Development phase documents, MCBA will provide guidance and review (through coordination and in the form of drawings for review and subsequent incorporation) as Wight prepares final construction drawings and specifications suitable for competitive trade contractor bidding, permit review, and construction of the proposed improvements.

Construction Administration

MCBA will assist Wight in performing the following Construction Administration services during the course of construction:

1. Review contractor's shop drawings, product data submittals and samples for conformance with the design intent.
2. Perform site visits at intervals appropriate to the stage of the contractor's operations to become generally familiar with, and to keep the owner informed about, the progress and quality of the portion of the work completed. The objective will be to confirm adherence to the design intent.
3. Attend regular meetings during construction to review project status status and address open questions of the contractors or Owner.
4. Provide responses to Requests for Information (RFI's) related to interpretation of the design intent.
5. Perform a substantial completion inspection and prepare a punch list for work to be completed.
6. Perform a final completion walk-through to confirm punch list items have been completed.

Schedule

MCBA proposes to begin work on this assignment upon your authorization to proceed, as early as February 4. MCBA and Wight anticipate a maximum of 30 weeks to complete the design and documentation phases relying on the active participation of key Library decision makers for meetings. This 30 week schedule would result in completion of documents at the end of August 2019 followed immediately by the public bidding process for all of the trade contractors. MCBA and Wight expect construction to commence in October of 2019 and be phased over the next 7 to 9 months (maximum), with completion of the project in late-Spring / early-Summer of 2020. These durations are based on Wight's experience with similar type and size of public projects and it will be important to adhere to these durations to avoid additional costs for fees and/or General Conditions expenses.

The following provides a more detailed breakdown of the MCBA/Wight proposed schedule:

Activity	Duration (weeks)	Start	Complete
Schematic Design	10	02/04/19	04/15/19
Design Development	14	04/15/19	07/22/19
Construction Documents	6	07/22/19	09/02/19
Bidding and Award	6	09/02/19	10/14/19
Submittals / Construction	36	10/14/19	06/22/20
Post-Construction	2	06/22/20	07/06/20
Anticipated Duration: 74 weeks		Project Completion: July 6, 2020	

Compensation

For the above described scope of services, MCBA proposes to perform as Design Architect for the fixed fee amount of **Seventy Five Thousand Dollars (\$75,000)**, plus reimbursable expenses at cost. No reimbursement expenses shall be incurred without the approval of the Library. MCBA recommends that a budget of One Thousand Dollars (\$1,000) be established for reimbursable expenses.

The following is a list of typical reimbursable expenses in addition to the fees noted above:

1. CAD plots, presentation prints, reproductions, and delivery costs of drawings and reports.
2. Supplies, materials, and costs related to specific reports and presentations.
3. Renderings or 3 dimensional models.

Terms

Work will be billed monthly on a percent complete basis. The Library agrees to pay MCBA in accordance with the provisions of the Local Government Prompt Payment Act.

The basic services to be performed by the Architect following the scope and intent of the American Institute of Architects Document 8132, Standard Form of Agreement between Owner and Architect, 2009 edition as modified by the parties. In the event of a conflict, the terms of this agreement, and not the terms of Document 8141 shall control. If Additional Services are requested or required, they will be performed in accordance with our standard hourly billing rates in effect at the time (\$150 per hour).

Miscellaneous

MCBA shall be fully responsible to Library for all acts and omissions of sub-consultants, suppliers and other persons and organizations performing or furnishing any of the Services under a direct contract with MCBA just as MCBA is responsible for MCBA's own acts or omissions. Nothing in any documents shall create any contractual relationship between Library and any such sub-consultants, supplier or other person or organization, nor shall it create any obligation on the part of the Library to pay or to see to the payment of any moneys due any such sub-consultant, supplier or other person or organization except as may otherwise be required by laws and regulations.

When transmitting copyright-protected information for use on the Project, MCBA represents that it is either the owner of the copyrighted information or has permission from the owner of the copyrighted information to transmit the information for its use on the Project.

MCBA shall indemnify and hold harmless the Library, its officers, agents and employees against any liability, including costs and expenses, to the extent resulting from any willful or intentional violation by Wight of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation,

reproduction, delivery, performance, use of disposition of any data furnished under this Agreement and from claims or liabilities to the extent that such claim or liability arises from MCBA's, its officers', agents', or employees' wrongful or negligent performance of the Services.

MCBA shall provide evidence of professional liability insurance coverage that MCBA currently holds.

Notwithstanding any other provision in this Agreement, either party may terminate this Agreement on fifteen (15) days prior written notice for any reason deemed adequate in that party's sole discretion. If Library terminates under this section, MCBA shall be paid an amount that bears the same ratio to the total fee otherwise payable as the service actually rendered and at the option of the Library, all finished and unfinished drawings, specifications, estimates and data prepared by MCBA shall become the property of the Library.

MCBA agrees that this Agreement shall not be assigned, transferred, conveyed or subcontracted, in whole or in part, or otherwise disposed of without the prior written consent of the Library. Such consent shall in no way relieve MCBA from the primary responsibility for the performance or accuracy of the Services required herein. All sub-consultants must be approved by the Library.

MCBA shall have the relationship of an independent consultant to the Library. In no event shall MCBA or any of its employees, agents or sub-consultants, be considered agents or employees of the Library. Furthermore, MCBA agrees that none of its employees, agents or sub-consultants will hold themselves out as, or claim to be, agents, officers, or employees of the Library and will not by reason of any relationship with the Library make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the Library.

No elected or appointed official or employee of the Library shall be personally liable, in law or in contract, to MCBA as the result of the execution of this Agreement.

MCBA represents and certifies that MCBA is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless MCBA is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11- 42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. MCBA represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Library prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that MCBA has, in procuring this Agreement, colluded with any other person, firm, or corporation, then MCBA shall be liable to the Library for all loss or damage that the Library may suffer, and this Agreement shall, at the Library's option, be null and void.

I thank you for the opportunity to partner with the Orland Park Public Library and look forward to working with you on this effort. If this proposal meets your approval, please sign one copy and return it to me. If you have any questions regarding this proposal, please do not hesitate to contact me.

Respectfully submitted,

Accepted on Behalf of the Orland Park Public Library



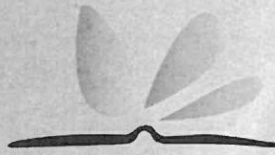
Michael C. Barnes
Owner, michael c barnes architect, pllc
11245 Hiawatha Lane
Indian Head Park, IL 60525
312.877.0130

Name

Title

Date

cc: Floyd D. Anderson, Lisa Schmidt - Wight



ORLAND PARK PUBLIC LIBRARY

INTEGRATED SERVICES PROPOSAL

JANUARY 18, 2019





January 18, 2019

Ms. Mary Weimar
Director
Orland Park Public Library
14921 Ravinia Avenue
Orland Park, IL 60462

***Re: ORLAND PARK PUBLIC LIBRARY RENOVATIONS
INTEGRATED SERVICES PROPOSAL***

Dear Mary:

Wight & Company (Wight) is pleased to submit this Integrated Services proposal for design and construction of improvements to the interiors of the Orland Park Public Library. These services would be performed in concert with the Library's Design Architect, michael c barnes architect, pllc (MCBA). Wight will provide the architectural, interiors, and engineering services as the Architect of Record (AOR) as well as the services for construction management. This proposal is based on the 2018 Master Plan Study prepared by Wight & MCBA.

We have prepared our proposal in the following four parts:

- A. PROJECT UNDERSTANDING**
- B. SCOPE OF SERVICES**
- C. SCHEDULE**
- D. COMPENSATION**

A. PROJECT UNDERSTANDING

We understand the general goals of this renovation project are to redesign and refresh, in an overall coordinated fashion, the majority of interior spaces in the building. This is in response to the Library Board's desire to proactively respond to emerging service patterns, and to fulfill the current and future needs of the community. Affected spaces will be on both floors of the Library and include the patron services/lobby, meeting rooms, children's areas, teen zone, collection areas, computer areas, study rooms, and administrative area.

During the construction of this project, the operations of the library will be maintained, but accommodations and adjustments will be planned for. We will plan the sequence and schedule of construction activities to strike the appropriate balance between operational impacts and project costs.

We further understand that the Orland Park Public Library is interested in a complete, single point of responsibility, design and construction management approach to execute this project, which Wight proposes to provide. To that end, we will closely coordinate our activities with those of MCBA's to the benefit of the Library.

The budget for the project has been established at \$3 million, which shall include fees, furniture, and construction costs. We will participate in a value engineering process with the Library to refine the scope

of the project to fall within this budget. We have enclosed a summary breakdown of our initial budget with this proposal.

B. SCOPE OF SERVICES

Wight will provide design and construction management services including architectural, interiors mechanical, electrical, plumbing, fire protection engineering from concept to completion of construction. Wight will also provide professional construction management services including trade contractor procurement, project management and site superintendence to execute the entire construction phase.

DESIGN & DOCUMENTATION PHASE OF WORK

CONCEPTUAL / SCHEMATIC DESIGN

We propose to complete the following tasks to confirm the space program and develop a concept for the project to establish a budget for the work.

1. Review space program including quantity and size of programmed areas and all other spaces to be included in the project.
2. Review building code and zoning requirements that will have an impact on the design and execution of the project.
3. Perform preliminary field investigation to confirm existing conditions, including MEP systems, and develop preliminary base floor plans.
4. Conduct detailed programming meetings with staff.
5. Prepare a narrative approach to addressing mechanical, electrical, and plumbing systems for the addition and renovation scope.

BUDGETING / LOGISTICS PLANNING

Utilizing the information developed as part of the Conceptual/Schematic Design services, Wight will prepare a preliminary cost budget for execution of the work scope. This estimate will include all trade costs required to complete the renovation. We will also include cost budgets for furniture, project contingencies, and professional fees including permitting. The objective is to establish a complete project budget aligned with the design goals to confirm this meets your financial requirements. Additionally, we propose to work closely with you to determine a preliminary logistics plan for the execution of the construction to ensure this project will be executed with minimal impact to your operations and to confirm any safety issues that will require movement of existing functions.

DESIGN DEVELOPMENT

Utilizing the approved Conceptual/Schematic Design, Wight will perform design services to fix the scope and design detail of the project. These services will include the following:

1. Preparation of final floor plan layouts showing all interior building requirements including furniture layouts for the space.
2. Preparation of ceiling plans showing lighting and equipment placements as well as providing product information on fixtures and equipment planned for use.
3. Development of interior finish selections including all flooring, wall finishes, and ceilings.

4. Preparation of MEP/FP design plan documents to convey the design concept and confirm utility service connections.
5. Review Interior wayfinding /signage locations.
6. Prepare Preliminary Project Manual.
7. Prepare Design Development Specifications.

CONSTRUCTION DOCUMENTS

Based on approval of the Design Phase documents, Wight will prepare final construction drawings and specifications suitable for competitive trade contractor bidding, permit review, and construction of the proposed improvements. Wight will also prepare the necessary permit forms for submittal to the Village of Orland Park and work with the Village to secure the necessary building permits.

CONSTRUCTION ADMINISTRATION

Wight will perform Construction Administration services during the course of construction as follows:

1. Review contractor's shop drawings, product data submittals, and samples for conformance with the contract documents.
2. Perform site visits at intervals appropriate to the stage of the contractor's operations to become generally familiar with and to keep the Library informed about the progress and quality of the portion of the work completed. Site visits will include a field observation report.
3. Attend regular meetings during construction to review project status and address open questions of the contractors or Library.
4. Provide responses to Requests for Information (RFIs) related to interpretation of the contract documents.
5. Perform a substantial completion inspection and prepare a punch list for work to be completed.
6. Perform a final completion walk-through to confirm punch list has been completed.

CONSTRUCTION MANAGEMENT SERVICES

Wight will serve as your professional Construction Manager to procure, schedule and manage the entire construction process in a transparent and open-book approach allowing you to be as involved in the process as you wish, but without burdening you with the day-to-day direction of the construction. At a point in the design process agreed to by all parties, Wight will develop a Guaranteed Maximum Price (GMAX) proposal for approval by the Library Board.

Upon completion of the bid documents, we conduct trade contractor bidding in an open book approach with complete transparency and openness so that you are engaged in the process from bid to award. We have a full-time, on-site superintendent who will direct the activities of trade contractors and coordinate with your personnel to address any questions or issues immediately. We also return 100% of any unused project contingency while delivering the project under budget so that you are sure to be getting the best possible financial arrangement. Our CM Services are divided into two main phases: (1) Preconstruction & Bidding Phase, and (2) Construction Phase.

CM | PRECONSTRUCTION & BIDDING PHASE

1. Prepare a project schedule to incorporate the completion of design, procurement, permitting, construction, commissioning, and closeout.
2. Collaborate with the design team to identify long-lead items and develop an effective subcontract plan.
3. Perform constructability reviews, providing input to design details and product selections that could impact the construction schedule, sequencing, and budget.
4. Develop work scopes and prepare bid packages for the various components of the work.
5. Identify qualified trade contractors and generate interest in bidding to provide the most competitive construction pricing.
6. As design documents are developed, prepare a detailed construction schedule, incorporating input from local trade contractors with regards to equipment lead times and resource availability.
7. Work with your staff to assure that the site logistics and schedule support the on-going operational needs of the facility.
8. Oversee the bidding process: prepare and distribute bid documents; conduct pre-bid meetings; coordinate responses to bidders' questions during the bid period; and handle all the bid openings in compliance with Illinois public procurement and OPPL requirements.
9. Review and qualify bids to assure completeness of scope and compliance with bidding requirements. Document bidders' understanding and abilities to execute the required scope per the required schedule. Make recommendations to Library Board for awarding subcontracts.

CM | CONSTRUCTION PHASE

1. Conduct a kick-off meeting with all trade contractors: distribute updated project schedule; review site access and logistical requirements; review safety standards and expectations.
2. Manage submittals and long-lead material items to assure no impact to the project schedule.
3. Obtain and review the necessary Insurance Certificates and Payment and Performance Bonds, if required.
4. Manage sub-contractor work to be in compliance with the overall project schedule.
5. Conduct weekly trade contractor coordination meetings.
6. Manage and resolve unforeseen changes in the field. Manage and review subcontractor change requests to assure validity. Report on budget status throughout the project.
7. Communicate regularly with the Library to assure that construction activities are coordinated with on-going operational needs. Work with the trade contractors to make appropriate adjustments as needs change.
8. Provide regular updates on the project schedule and budget.
9. Assure that the necessary inspections are completed as required by the permitting agencies.
10. Prepare punch lists in coordination with the design team and the Library and distribute to the subcontractors. Assure that deficiencies are corrected in a timely manner.
11. Review the completed work to obtain the Library's sign-off on the punch list.

C. SCHEDULE

Wight proposes to begin work on this assignment upon your authorization to proceed. We anticipate a maximum of 30 weeks to complete the design & documentation phases relying on the active participation of key Library decision makers for meetings. This 30-week schedule would result in completion of documents at the end of August 2019 followed immediately by the public bidding process for all of the trade contractors. We expect construction to commence in October of 2019 and be phased over the following 7 to 9 months (maximum), with completion of the project in late-Spring/early-Summer of 2020. These durations are based on our experience with similar type and size of public projects and it will be important to adhere to these durations to avoid additional costs for fees and/or General Conditions expenses.

The following provides a more detailed breakdown of our proposed schedule:

Activity	Duration (Weeks)	Start	Complete
Schematic Design	10	02/04/19	04/15/19
Design Development	14	04/15/19	07/22/19
Construction Documents	6	07/22/19	09/02/19
Bidding and Award	6	09/02/19	10/14/19
Submittals / Construction	36	10/14/19	06/22/20
Post-Construction	2	06/22/20	07/06/20
Anticipated Duration: 74 Weeks		Project Completion: July 6, 2020	

D. COMPENSATION

Wight proposes to provide the **Architectural and Engineering services** included in this proposal for a **Fixed Fee of Two Hundred Thousand Dollars (\$200,000.00)**. We also recommend the Library establish a budget of **Ten Thousand Dollars (\$10,000.00)** for architectural and engineering reimbursable expenses to be billed at direct cost. The following is a list of typical reimbursable expenses:

1. CAD plots, printing, color reproductions, and delivery costs of drawings and reports.
2. Supplies, materials, and costs related to specific reports and presentations.
3. Travel at the IRS approved rate per mile.

Wight will invoice monthly based on a percentage of work completed and payment will be due within 30 days.

For **Construction Management** we propose a **Fixed Fee of Ninety Seven Thousand Dollars (\$97,000.00)**, representing approximately 4% of the anticipated cost of construction, covering the Construction Management Services detailed above. Additionally, the labor costs for our field labor (on-site superintendent), project management and project support will be included in the project's General Conditions which will be developed as part of the project budgeting process based on the overall project schedule. These General Conditions will be included in the Cost of the Work contained in the Guaranteed Maximum Price.

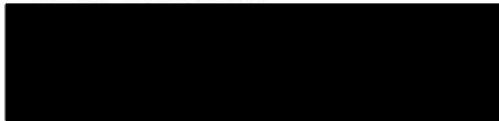
BASE FEE Services Description	Firm	Fee
Architectural "Architect of Record" and Interiors - design & documentation services,	<i>Wight</i>	\$145,000
Mechanical, Electrical, Plumbing and Fire Protection design & documentation services	<i>Wight</i>	\$55,000
Furniture, Fixtures & Equipment (FF&E) services for design and procurement	<i>Wight</i>	incl. in fees above
Construction Management services (managing construction & procurement & installation of FF&E)	<i>Wight</i>	\$97,000
Base Services Fee Subtotal =		\$297,000

We propose utilizing an AIA Document A141-2014 as the basis of the Contract, a copy of which is provided with this proposal. We are prepared to discuss modifications to this Agreement as necessary.

We thank you for the opportunity to present this proposal to the Orland Park Public Library and look forward to the opportunity to work with you on this exciting project. If you have any questions regarding this proposal, please contact Floyd D. Anderson at 312-806-6800.

Respectfully submitted,

WIGHT & COMPANY



Floyd D. Anderson, AIA
 Principal, Director Chicago Office

WIGHT CONSTRUCTION SERVICES, INC.



Jim Nagle, LEED AP, CPC
 Sr. Vice President, Director of Construction

cc: Michael C. Barnes – MCBA, Lisa Schmidt, Craig Polte, Adam Tomsha - Wight

ENCLOSURES



ORLAND PARK PUBLIC LIBRARY

A Natural Connection

michael c barnes
ARCHITECT

Michael Barnes, AIA, LEED AP
Design Architect

Wight

Architect of Record



Construction Manager



Floyd D. Anderson, AIA
Project Executive



Jim Nagle, LEED AP
Project Executive



Lisa Schmidt, AIA, LEED AP
Project Manager/
Senior Lead Design Architect



Adam Tomsha, LEED GA
Construction Project Manager



John Lucas, RA
Project Architect



Randy Jardine, CPE
Cost Estimating



Courtney Kennedy
Interior Designer



Craig Polte
Preconstruction/
Technical Support

WIGHT ENGINEERING

Sudesh Saraf, PE, LEED AP
Director of MEP Engineering

Anthony Sullentrup
MEP Project Manager

Asfandyar Khan, PE, LEED AP BD+C
Project Engineer

* Day-to-Day Client Contact

BUDGET SUMMARY

Budget Assumptions	Firm	Fee
Architect of Record Fixed Fee (A&E + Interiors)	<i>Wight</i>	\$200,000
Construction Manager Fixed Fee	<i>Wight</i>	\$97,000
Design Architect Fixed Fee (<i>NOTE: This fee to be confirmed between OPPL & Design Architect</i>)	<i>michael c. barnes architect, pllc</i>	\$75,000
Furniture Costs BUDGET (FF&E)	<i>Procured by OPPL, procurement managed by Wight</i>	\$275,000
Construction Costs BUDGET = General Conditions, CM Contingency, Subcontractor "hard costs"	<i>Budget number to be confirmed and covered to a GMAX price by Wight after Design Documents are completed</i>	\$2,353,000
	Hard & Soft Costs Budget =	\$3,000,000



AIA[®] Document A141[™] – 2014

Standard Form of Agreement Between Owner and Design-Builder

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)

and the Design-Builder:
(Name, legal status, address and other information)

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder agree as follows.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

§ 1.1.7 The Owner's design and construction milestone dates:

- .1 Design phase milestone dates:

- .2 Submission of Design-Builder Proposal:

- .3 Phased completion dates:

- .4 Substantial Completion date:

- .5 Other milestone dates:

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

.2 Consultants

.3 Contractors

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6 .

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term “Work” means the design, construction and related services required to fulfill the Design-Builder’s obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.”

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of _____ percent (___%) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid _____ () 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 Design-Builder.

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

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;

- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 **Royalties, Patents and Copyrights**

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 **Indemnification**

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 **Contingent Assignment of Agreements**

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;

- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction, may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

2. the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
3. whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions, and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing

physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder 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 Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The

Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a

separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-

Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 **Before or After Substantial Completion.** The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to

correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, 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 Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder 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.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the 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, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering

and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor 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 alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, 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 alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 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.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time 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 Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 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.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim 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 the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 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 would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose 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.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 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).

§ 14.4.4.2 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.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential 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 Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds
- .4 AIA Document A141™-2014, Exhibit C, Sustainable Projects, if completed
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.6 Other:

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

OWNER *(Signature)*

DESIGN-BUILDER *(Signature)*

(Printed name and title)

(Printed name and title)

Minutes of the Special Meeting of the Building Committee of the Board of Library Trustees of the Orland Park Public Library held January 7, 2019

The meeting was officially called to order by Christian Barcelona, President at 7:00 p.m.

Call To Order

Members present: Christian Barcelona, President; Elan Kleis, Secretary; Dan McMillan, Trustee; Charles McShane, Trustee

Roll Call

Other Members present: Joanna Leafblad, Vice President; Nancy Healy, Trustee

Staff present: Mary Weimar, Library Director; Mary Adamowski, Assistant Library Director; Ross Kimmey, Finance Manager

Michael C. Barnes, Architect

Introduction of Visitors

None

Public Comment

Discussion of the Building Renovation

New Business

Library Director Weimar reviewed the handouts included in the meeting packet, in particular, the resumes of the Construction Managers and the building experiences provided by Wight and Company. Director Weimar emphasized the purpose of the meeting was to engage in discussion only about the building renovation and no action would be taken. Trustee McMillan stated that he equates the Open Book method of the construction process with the Integrated Design and Delivery method. Trustee McMillan asked Architect Barnes to give the pros and cons between Traditional Design-Bid-Build vs. Separate CM vs. Integrated Design and Delivery. Architect Barnes stated that he has worked with all three methods in his past work experience. At this time he is not able to do the Integrated Design and Delivery method because he has no construction company. He prefers the CM method because the process is easier for the owner in that the CM provides input early in the design process, is responsible for hiring the various engineers and subcontractors, advises the owner on sequencing of construction phases, and may lock in a guaranteed price early in the project. Barnes also mentioned that one pro for using the traditional route is the general contractor may have lower price options available to his company but the cost savings won't be known until later in the project.

Director Weimar stated during the December 17 regular board meeting Attorney Dennis Walsh expressed some difficulty with Wight's Integrated approach in that the CM is on staff at Wight and Company and he questioned whether the CM would be objective when dealing with problems during the project. Vice President Leafblad stated Attorney Walsh and Wight and Company Architect Lisa Schmidt were looking at this possible occurrence from two different perspectives as Architect Schmidt did not foresee the loss of objectivity by a Wight and Company CM. Director Weimar mentioned that

Owner's Services was hired by the library during the construction of the current building and it was their responsibility to look out for the library's best interests. Finance Manager Kimmey stated that contracting with both a CM and an owner's representative would be a duplication of efforts, as well as an added expense to the project. Architect Barnes stated that Wight and Company has a very unique process in the Integrated Design and Delivery model in that it offers an architectural team, construction managers and engineers to the client. Trustee McShane inquired if Wight charges a premium cost for their all-inclusive model. Architect Barnes stated there is no higher charge but Wight does offer high level engineering software that may not be necessary for the library's project.

Trustee McMillan inquired about the use of a general contractor for the project. Architect Barnes stated that the GC usually comes in after the design phase is completed. He also mentioned the library would act as mediator between the designer and contractor if issues arise. Director Weimar stated it is the goal of the library to keep the building open and all services available to patrons. She mentioned it may be necessary to hold programs off-site during different phases of the project and that there are some options within the village to do so if needed. Trustee McMillan emphasized that phasing throughout the project is extremely important.

Architect Barnes stated he is not a candidate to be CM for the library's project but as the architect he would be able to provide a listing of possible CM candidates. Trustee Healy questioned if the library was bound by the lowest bid when hiring a CM. Director Weimar stated the library would contract with the lowest responsible bidder. The current building's architect of record is listed as Wight and Company as they bought out Lohan Anderson, the architectural firm who originally designed the building in 2002. The new building project will have a new architect of record. Trustee McMillan stated that the architect would pull together a team of engineers and subcontractors and help take the library's \$4 million estimated cost project down to the budgeted \$3 million amount. He also reiterated the importance of phasing and cost savings throughout the project. Architect Barnes stated that although value engineering sounds like a positive approach during a construction project it actually doesn't offer many benefits especially in deductions of monies spent.

Trustee McMillan asked if Wight and Company could be recommended as a possible CM bidder and Director Weimar stated it is possible they could bid. Assistant Director Adamowski mentioned there were some communication issues with Wight and Company's architect assigned to the library's roofing replacement project.

Director Weimar reiterated this meeting is for discussion purposes only and that the January 14 Building Committee meeting will be the one in which action will need to be taken in recommending to the board the architect for the project. Director Weimar also clarified to the committee there is a difference between request for proposal and request for bid. Trustee Healy stated that she did not see a need for Attorney Walsh to attend the January 14 meeting. Director Weimar said she would contact Walsh by telephone to discuss the legal questions the committee has involving the project.

Architect Barnes stated if he is hired as the design architect the project may take longer unless he is able to secure a sub-architect to assist him. He said the library should have all of the documents and drawings from the construction of the current building. Director Weimar said the library has all of the documents in paper format but not all of the electronic versions.

Trustee Healy asked about the scope of the meeting room renovation and what was being renovated that impacts the high estimated cost proposal. Director Weimar stated that a larger meeting room is needed for the increase in program attendance that has been steadily increasing yearly. Assistant Director Adamowski mentioned the Village has reduced their number of program offerings and that many residents are looking to the library for free additional programs for them to attend throughout the year. Director Weimar said she is in the midst of writing the Live and Learn grant in the hopes of receiving \$125,000 from the Illinois State Library. Those monies, if received, could be used toward the cost of the meeting room renovations.

Architect Barnes said the library is at the very beginning of the Conceptual Design phase and that it is too early to prioritize the various phases of the project. Director Weimar said she hopes to have the project begin by fall 2019. She asked Architect Barnes if there is a favorable climate for bids and he stated that early fall is usually a better time because many tradesmen are looking for job to be completed indoors during the winter months.

Adjournment

The meeting was adjourned at 8:18 p.m.

Elan Kleis
Secretary

Approved: _____ Date: _____

Minutes prepared by Mary Adamowski

DRAFT

Minutes of the Special Meeting of the Building Committee of the Board of Library Trustees of the Orland Park Public Library held January 14, 2019

The meeting was officially called to order by Christian Barcelona, President at 7:01 p.m.

Call To Order

Members present: Christian Barcelona, President; Elan Kleis, Secretary (7:27 p.m.); Dan McMillan, Trustee; Charles McShane, Trustee

Roll Call

Other Members present: Joanna Leafblad, Vice President; Nancy Healy, Trustee

Staff present: Mary Weimar, Library Director; Mary Adamowski, Assistant Library Director; Ross Kimmey, Finance Manager

Michael C. Barnes, Architect
Floyd Anderson, Architect
Lisa Schmidt, Architect

Introduction of Visitors

Public Comment

None

New Business

Discussion of the Building Renovation

Wight and Company Architect Floyd Anderson began the meeting by reviewing a handout that illustrates the differences between a Construction Manager Agency vs. Construction Manager at Risk and the CM's role with the various construction models. Anderson pointed out that a CM Agency is a fee-based service in which the construction manager is responsible exclusively to the owner and acts in the owner's interest. The CM offers advice on project delivery but has no financial guarantee of responsibility to the owner. Using a CM Agency delivery, the owner holds the subcontracts and assumes the risks of delivery including cost and schedule. The Construction Manager acts as the library's agent throughout the project. The CM at Risk model is a delivery method which entails a commitment by the CM to deliver the project within a Guaranteed Maximum Price (GMAX) which is based on the construction documents and specifications at the time of the GMAX plus any reasonably inferred items or tasks.

Architect Anderson explained that the Architect of Record takes more responsibility to make sure the drawings are to code as the AOR is legally responsible if something should go wrong. The AOR stamps and stands behind the drawings throughout. Architect Lisa Schmidt said the drawings that Wight and Company creates will be used for the bid process. Specifications are included to protect the design of the project.

Architect Anderson stated Michael Barnes and Wight and Company will work together throughout the

project with a shift of emphasis later when Barnes has finished the design phase. Architect Anderson explained the Traditional Design-Bid-Build method takes the longest of all the methods because there is no overlapping between architect, design architect and general contractor. With concern to the current building, Anderson explained that a general contractor was hired for the project. All subcontractors were allowed to submit project bids, which were then shortlisted to 8-9 firms. The firms were interviewed and the list was then shortened to 5 firms which were then asked to bid. The GC conducted a bid analysis and then determined which offered the lowest responsible bid. With the CM agency method the CM would be brought on after the design element is complete. A public bid would occur with all subcontractors which the CM coordinates. Unlike the GC the CM does not perform any of the construction work on projects.

Architect Anderson explained that the project team within the Integrated Design and Delivery method Performs like a CM at Risk but they will guarantee the cost. If the price exceeds the quote Wight and Company will absorb the overage and will refund the monies if the costs are lower.

Vice President Leafblad asked how things would be handled if there was a difference of opinion between the architect or CM and the library. She further asked if the library's interest would override that of Wight. Architect Anderson stated that it is Wight's responsibility to handle all disputes, although he has not had that occur. He also stated that Architect Barnes would be a third party who could also mediate between parties if there was a need.

Trustee McMillan mentioned the library should have lien waivers in place throughout the project. Vice President Leafblad inquired if title companies would need to handle the waivers and Architect Anderson stated that title companies are not needed. Wight and Company would sign off on all waivers.

Architect Anderson stated that all involved within the renovation project are on staff at Wight and Company except Architect Barnes. Two separate contracts for Barnes and Wight would be drawn up. Architect Barnes said that a CM should be hired very early on in the project so costs can be kept to a minimum. Director Weimar stated that she would like to have all aspects of the Master Plan touched in some way and that some needed upgrades will be adjusted to minimize the cost. Savings could occur within the furniture, fixtures and equipment (FF&E) budget line, and the library has several options available in order to bring the project budget down to the appropriated \$3 million cost. Weimar mentioned that Lohan Anderson gave all project drawings to Wight and Company when the two firms merged. Trustee McMillan inquired as to which firm owns the drawings of the current library building. Director Weimar stated Wight and Company owned them and that the library may request reproducible prints, as well as electronic versions and use them with the AOR's permission. Architect Anderson stated he would give the library the drawings at no cost.

In answer to the trustees question on permit fees, Director Weimar mentioned the Village will waive all impact fees for the library, but if some plans need an engineer's review, the library would be responsible for payment.

Architect Anderson stated that Wight's Head CM could not attend the meeting but would be more than willing to talk to Attorney Dennis Walsh and/or staff and answer any questions he may have. Director Weimar stated that conversation would need to occur before the regular meeting of Board of Library Trustees scheduled for Monday, January 21.

President Barcelona asked who would be held liable for injuries that occur during the project. Architect Anderson stated that the CM at Risk holds their own insurance, while a CM Agency does not and the library would then be responsible. Trustee McMillan stated the library needs to be protected at all levels.

Trustee McMillan mentioned that Wight and Company as the architectural firm will use their own engineers and if specialty engineers are needed, Wight will handle their hiring. Architect Schmidt stated that Wight and Company has worked with other engineers in the past quite cohesively.

Director Weimar reiterated that the options available to the committee to choose from include hiring Wight and Company as the AOR using their Integrated Design and Delivery method, along with Michael Barnes as the Design Architect; or Michael Barnes as the AOR working with another

architecture and CM; or working with Wight and Company exclusively. Michael Barnes doing the project on his own will be a longer process. Architect Schmidt stated that if the goal is to begin the project in October 2019 the design phase should begin in early February. In answer to Trustee McMillan's inquiry at the last committee meeting, Director Weimar stated the building committee may only make non-monetary decisions with regards to the renovation project. There will be more meetings each month for the Building Committee going forward. She mentioned a quorum is needed at each meeting in order for the project to move along. Director Weimar asked how long the project could last. Architect Barnes stated the project could last approximately one year from start of construction with phasing. Architect Schmidt mentioned if there are several phases the construction could be pushed out longer which will add costs.

Finance Manager asked who makes the payments to the subcontractors throughout the project. Architect Anderson said he would prefer Wight and Company make the payments so they are able to use it as a leverage. Director Weimar inquired about prevailing wage and Anderson assured that Wight takes care of that aspect and it will become part of the agreement.

Trustee McMillan asked how quickly the project would begin if Wight and Company was hired for the project. Architect Anderson stated that the fee proposals from Barnes and Schmidt would be given to the library before the January 21 meeting. If the library decides to go with the Integrated Design and Delivery approach Wight will provide the CM proposal which will indicate the scope of work. A one-on-one interview with the construction side of Wight and Company will also be arranged. Anderson stated that Craig Polte will be the preferred CM for the library's project. Trustee McShane shared that he had reservations about using the Integrated Design and Delivery method. Trustee McMillan stated that the Open Book method can be difficult to work with. Director Weimar reminded the architects the proposals must be received by Friday for the board packets.

Trustee McMillan stated that Wight and Company has the resources to complete the project while Michael Barnes has the design experience.

Secretary Kleis asked for the fee structure of the various architects who could be involved in the project. Director Weimar mentioned the proposals should list the hourly rates for each. Trustee McShane asked if the library could find out the typical design architect fees before Monday's meeting. Director Weimar stated it may be difficult to find the same scope of project using a design architect as ours. Trustee McMillan said he would check with an architectural firm he is familiar with. Director Weimar mentioned that a CM usually receive a rate of 4% of the project cost.

Final Action on a Recommendation to the Board of Library Trustees for selecting an architect for the library renovation project

Trustee McShane motioned to Recommend to the Board of Library Trustees to select Michael C. Barnes for the library renovation project. Secretary Kleis seconded.

A roll call vote as follows: Barcelona – aye; Kleis – aye; McMillan –aye-, McShane – aye.

Motion passed. 4 ayes, 0 nays

Final Action on a Recommendation to the Board of Library Trustees for selecting a construction manager for the library renovation project

Trustee McMillan motioned to Recommend to the Board of Library Trustees to select Wight and Company's Integrated Design and Delivery method with them as Architect of Record and Construction Manager for the library renovation project

Discussion- Director Weimar will call Villa Park Public Library and Joliet Public Library to discuss their renovations.

A roll call vote as follows: Barcelona – aye; Kleis – aye; McMillan –aye-, McShane – aye.

Motion passed. 4 ayes, 0 nays

Final Action on a Recommendation to the Board of Library Trustees to authorize the Building Committee to make non-monetary decisions for the library renovation project

Trustee McMillan motioned to Recommend to the Board of Library Trustees to authorize the Building Committee to make non-monetary decisions for the library renovation project

Discussion- Trustee McMillan mentioned special meetings may be needed in order to vote on monetary decisions

A roll call vote as follows: Barcelona – aye; Kleis – aye; McMillan –aye-, McShane – aye.

Motion passed. 4 ayes, 0 nays

Adjournment

Trustee McMillan motioned to adjourn the meeting and it was seconded by Secretary Kleis.
A roll call vote as follows: Barcelona - aye; Kleis – aye; McMillan –aye-, McShane –aye.

Motion passed. 4 ayes, 0 nays

The meeting was adjourned at 8:33 p.m.

Elan Kleis
Secretary

Approved: _____

Date: _____

Minutes prepared by Mary Adamowski

DRAFT

Policy and Procedure Manual	Section B 4.1
Public Policy Social Media Policy	Issued: January 21, 2019 Approving Authority: Board of Library Trustees

Social Media Policy

Purpose:

The Orland Park Public Library (“The Library”) uses social media to increase awareness of and accessibility to its programs, events (including those co-sponsored with other organizations), educational opportunities, resources and services in order to serve its mission. The purpose of this policy is to address use of social media activities including but not limited to blogs, social networks, online communications, online catalogs, websites, and mobile applications by the Library and its employees, volunteers, elected officials, and patrons. The Library’s social media sites are not intended to be designated public forums for the general exchange of ideas and viewpoints, but a limited public forum for discussing Library programs, events, materials, and services. The Library does not make its social media accounts available for general public discourse, but rather reserves and limits the topics that may be discussed on social media accounts.

Section I: Library – Sponsored Social Media

Only those staff members responsible **authorized by the Library Director to be responsible** for the Library’s social media sites should be actively monitoring and participating on those sites during work hours. **Staff should keep in mind the following best practices when posting on the Library’s social media accounts on behalf of the Library:**

1. Social media accounts will not be monitored 24/7. Questions and comments will be responded to within 1-2 business days, **and during the normal business hours of the Library.**
2. **Staff engaged in social networking activities, as representatives of the Library shall act and conduct themselves according to the highest possible ethical and professional standards when communicating via the Library’s social media accounts.** Staff who contribute to the Library’s social media accounts should present content in a professional manner and should check facts, cite sources, avoid copyright infringement, present balanced views, acknowledge and correct errors and check grammar and spelling before posting.
3. Library staff should not discuss confidential, work-related matters through social media.
4. Content that is posted on Library-sponsored social media sites is subject to the Freedom of Information Act and records retention requirements.

5. Content posted on the Library's social media accounts may be conversational in nature but must remain professional, particularly if responding to a comment. Staff using the Library's social media accounts shall respect and accept opinions of those interacting with the Library's social media accounts, regardless of whether such opinions are positive or negative, provided the opinions are on topic and not offensive, denigrating or completely out of context.
6. Disputes between a Library spokesperson and commenter on the Library's social media accounts shall be avoided.
7. Comments or responses on Library social media accounts should be limited. The Library's social media designee should limit his/her response to (1) providing a factual response to a question posed (for example: when is the next Library Board meeting); (2) providing the information for the appropriate department of the Library that would be most helpful; or (3) encouraging or directing persons interacting with the Library's social media accounts to use appropriate resources to request a Library service. The Library Director or his/her designee should work to develop standard responses to public questions and comments.
8. Employees using the Library's social media accounts shall obey all privacy protection laws (i.e. HPPA) and protect sensitive and confidential Library information at all times.

Section II. Staff Personal Use of Social Media

Library staff have the same right to self-expression enjoyed by members of the community as a whole when discussing matters of public concern. As public employees, Library staff are cautioned that speech made pursuant to official duties is not protected speech under the First Amendment and may form the basis for discipline if deemed a violation of any policy of the Library. Staff should keep in mind the following best practices when posting content about Library-related subjects and issues on personal time.

1. Library staff shall make it clear that the views expressed are their personal views and do not represent the view of the Library.
2. Respect the Library's confidential and proprietary information. Do not post information that is still in draft form or is confidential.
3. No comments with any kind of negative, mocking, condescending, etc. **or similar offensive or critical** viewpoint should be made about patrons, **Library** staff, or Library trustees in general, about specific questions from patrons, or about patron behavior on the Library's websites and/or social media sites.
4. The Library does not endorse, monitor or review the content of personal, non-Library related social media activity of its staff.
5. Staff use of personal social media is not permitted during working hours except for work-related purposes such as professional development or library-related social media outlets.
6. No Library staff member should comment on litigation involving the Library on the Library's social media accounts, **or any personal social media accounts** without prior approval from the Library's Attorney.

Section III. Library Trustee Use of Social Media

Library trustees have the same right to self-expression enjoyed by members of the community as a whole when discussing matters of public concern. Trustees should keep in mind the following best practices when posting content about library-related subjects on social media.

1. Library trustees shall make it clear that the views expressed are their personal views and do not represent the views of the Library or other trustees.
2. Respect the Library's confidential and proprietary information. Do not post information that is still in draft form or is confidential.
3. No comments with any kind of negative, mocking, condescending, **or similar offensive or critical viewpoint** should be made about library patrons or staff in general, about specific questions from patrons, about interactions with staff of the Library, or about patron behavior on the Library's websites and/or social media sites.
4. **No Library trustee should comment on litigation involving the Library on the Library's social media accounts, or any personal social media accounts, without prior approval from the Library's Attorney.**
5. **Library trustees should be mindful of the provisions of the Open Meeting Act, in order to avoid discussions regarding Library business by multiple members of the Board on social media, so as not to violate the Act's provisions regarding these types of communications.**

Section IV. Posting **by the Public** on Social Media and Restrictions

The Library permits patrons **and other members of the public** to comment on Library posts and patrons are invited to share opinions about Library-related subjects, resources and programs. Postings **by the public on the Library's social media sites** does not indicate Library endorsement of the ideas, issues, or opinions expressed in **these** posts.

The purpose of the Library's social media sites is to inform Library users about educational opportunities, library programs, events (including those co-sponsored with other organizations) materials, services, and to encourage dialogue and the exchange of information and knowledge between users and Library staff about these programs, events, materials, and services. The Library reserves the right to restrict or remove any content that is deemed to be in violation of this policy or any applicable law. Content that is deemed not suitable for posting by the Library because it is not topically related to the particular subject being commented on, or is deemed prohibited based on the criteria defined below, shall be retained pursuant to the **Library's** records retention schedule along with a description of the reason(s) the specific content was deleted. **If a member of the public violates the Library's social media comment policy guidelines, the Library may, but is not obligated, to take any or all of the following steps:**

1. Remove the content.
2. Terminate or block a visitor's access to the applicable Library site, page or pages; and/or
3. Report visitor(s) to the applicable social media site provider.

Users and visitors to the Library's social media accounts shall be notified that the intended purpose of the site is to serve as a mechanism for communication of Library news, services and events and that it is a limited public forum. The policy regarding comment removal shall also be included. This notice shall be posted in a conspicuous location on the Library's social media account and should be posted in a consistent location on all of the Library's social media accounts.

Content and comments on the Library's social media accounts containing any of the following forms of content and postings shall not be allowed:

1. **Profane language and content**
2. Slanderous, libelous, or defamatory language or content. **Personal attacks will not be permitted.**
3. Comments not topically related to the particular site or blog article being commented upon.
4. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
5. Sexual content or links to sexual content.
6. Solicitations of commerce.
7. Personally identifiable information, such as an address, phone number, social security number or other sensitive information.
8. Comments that represent a person other than the one posting the comment.
9. Charitable solicitations or political campaigning.
10. Conduct or encouragement of illegal activity.
11. Content that violates a legal ownership of any other party.
12. **Copyright and trademark violations.**
13. **Duplicate posts from the same individual.**
14. **Gratuitous links to sites that are viewed as spam.**

Section VI. Patron Participation

By joining, utilizing and/or posting on the Library's social media sites, **patrons and the public** agree to comply with this Policy, and the Library's Public Access to Electronic Information Networks Policy, as applicable. The Library's Social Media Policy applies whether or not a patron chooses to post comments using a computer at the Library or when posting from any other computer/mobile device to any Library website or social media site. While the Library encourages dialogue, it respectfully requests that commenters be mindful that its websites and social media sites are open to the public and that commenters be courteous and civil toward one another.

Patrons are personally responsible for their commentary. Patrons should be aware that they may be held personally liable for commentary that is defamatory, obscene, proprietary or libelous by any offended party, not just the Library.

Disclaimer:

All content posted on Library social media sites is subject to the Illinois Freedom of Information Act (FOIA) and the State of Illinois record retention laws. Therefore, all Library social media sites shall clearly indicate that any articles and content posted or submitted for posting are subject to public disclosure.

By posting on the Library's websites and social media sites, **patrons and the public** give the Library permission to use ~~your~~ **their** name, profile picture, and the content of any posting **they** make without compensation to **them** or liability on the part of the Library. Users should be aware that third party websites have their own privacy policies and should proceed accordingly.

The Library reserves the right to edit and modify Library-authored posts for space and content, while retaining the intent of the original post.

The Library, its employees, agents and officials assume no responsibility for any damages, direct or indirect, arising from participation in Library-sponsored social media. Violations of this policy by staff may result in discipline, up to and including termination of employment.

By joining, utilizing and/or posting on the Library's social media sites, **patrons and the public** agree to comply with this Policy, the Library's Patron Behavior Policy, and the Library's Public Access to Electronic Information Networks Policy, as applicable.

Violations of this Policy:

Postings that the Library Director or his/her designee deems to have violated this Policy, may be removed in whole or in part by the Library Director or designee. The Library reserves the right to terminate accounts, and ban or block users who have posted in violation of this Policy on more than one occasion. The Library reserves the right to deny access to any and all of the Library's social media sites for any individual or entity who violates this Policy or applicable laws, at any time and without prior notice. The Library will retain a record of removed posts for the designated period of time required by the records retention act.

Adopted by the Orland Park Public Library Board of Library Trustees on January 21, 2019.

Policy and Procedure Manual	Section B.4
Public Policy Patron Behavior Policy	<p>Issued: September 20, 2004. Amended November 21, 2005. Amended February 18, 2008. Amended February 12, 2014; ratified March 17, 2014; re-approved August 18, 2014; amended January 21, 2019</p> <p>Approving Authority: Board of Library Trustees</p>

Patron Behavior Policy

The purpose of a Patron Behavior Policy is to ensure that the library has a pleasant and productive environment for its users for study, research and recreational reading. All patrons shall have a fair and equitable opportunity to the quiet use and enjoyment of the library's services, materials, and facilities without being subjected to unreasonable interference or disturbance by others. The library is responsible for establishing rules of conduct to protect the rights and safety of library patrons, volunteers, and staff, and for preserving and protecting the Library's materials, equipment, facility and grounds.

For the comfort and safety of patrons, volunteers, and staff, and the protection of Library property, the following actions are examples of conduct not allowed on Library property.

- Engaging in activity in violation of Federal, State and local or other applicable law, or Library policy.
- Viewing of material which may be disturbing or offensive to others within viewing distance.
- The possession or use of weapons is prohibited on Library property and in the course of Library-related activities except for law enforcement and/or security personnel while engaged in official duties. Weapons include any pistol, revolver, shotgun, rifle or other firearm, BB or pellet gun, Taser or stun gun, bomb, grenade, mine or other explosive or incendiary device, ammunition, archery equipment, dagger, stiletto, switchblade knife, or knife having a blade exceeding five inches in length, nanchaku and metal knuckles or other similar weapon that is capable of causing death or bodily injury and is commonly used with the intent to cause death or bodily injury, and any concealed weapon except a weapon or firearm may be transported into a parking area within a person's personal vehicle if the weapon or firearm and its ammunition remain locked in a case out of plain view within the parked vehicle. "Case" is defined as a glove compartment or console that completely encases the weapon or firearm and its ammunition, the trunk of the vehicle or a weapon or firearm carrying box, shipping box or other container. The weapon or firearm may only be removed for the limited purpose of storage or retrieval from within the trunk of the vehicle. A weapon or firearm must first be unloaded before removal from the vehicle.

- For the safety and security of our patrons and staff, the Library prohibits hazardous materials and substances from being brought onto the Library premises except for Library business. This includes a substance or combination of substances which because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or contribute to an increase in mortality or an increase in serious illness or pose a present or potential threat to human health, safety or welfare or to the environment when improperly stored, transported, used or disposed of or otherwise managed. Those substances considered to be hazardous materials shall include, but shall not be limited to:
 - Any explosive or flammable material which might endanger the health of patrons and staff or the general safety of the Library. Some examples of items in this category would include: any kind of ammunition or munitions or related mechanisms, gases and gas containers, flammable liquid fuels, any kind of firework, paint containers and materials.
 - Any chemical or toxic substance, such as: acids and alkalis, corrosive or bleaching substances, disabling or incapacitating sprays, radioactive materials, poisons.
 - Infectious or biologically hazardous materials, e.g., contaminated blood, bacteria and viruses.
- Being under the influence of alcohol and/or drugs, and/or selling, using, or possessing alcohol/or illegal drugs.
- Verbally or physically threatening or harassing other patrons, volunteers, or staff, including stalking, staring, lurking, offensive touching and engaging in or soliciting any obscene acts, such as sex acts and indecent exposure.
- Failing to provide proper supervision of children.
- Distribution of leaflets, survey-taking, collecting signatures on petitions, solicitation, fundraising, proselytizing and similar activities in the library. If engaging in these activities on library grounds, patrons may not be disturbed by such activities as they enter or exit the building.
- Mutilation of library materials by marking, underlining, removing pages, removing electronic detection devices or in any way defacing library property. This includes, but is not limited to, furnishings, walls, machines, elevators, etc.
- Removal of library materials without Library staff authorization.
- Tampering with or intentionally damaging library computer hardware, software, printer, operating systems or other associated equipment.
- Entering unauthorized areas, remaining in the building after closing or when requested to leave (1) during emergency situations, (2) due to disruptive behavior.
- Disruptive behavior such as fighting or challenging to fight, pushing, shoving, throwing things, rowdiness, running, excessive noise, vandalism or such behavior not in accordance with the normal use of the library.
- Creating disruptive noises such as loud talking, screaming or banging on computer keyboards.
- Gambling.

- Littering.
- Bringing in garbage, articles with a foul odor, or articles which, alone or in their aggregate impede the use of the library by other users.
- Using audible devices without headphones or with headphones set at a volume that disturbs others.
- Cell phone and other electronic device usage that impinges the rights of others is considered disruptive behavior. Cell phone and other electronic device use will be prohibited in the Adult, Youth and Teen Information Commons areas, the Computer Lab, the Quiet Study Room and during library programs. Patrons will be asked to silence their phones at the start of each program.
- Smoking, the use of chewing tobacco and electronic smoking devices.
- Entering the library with uncovered beverages. Coffee cups with lids, water or soft drink bottles with a screw-on top, soft drink cans and drink containers with a lid and straw are examples of acceptable covered beverages.
- Consumption of food.
- Concealing library materials for the exclusive use of an individual or group.
- Refusal to abide by library regulations regarding the return of materials and payment of fines.
- Lying prone on furniture or the floor
- Shaving, bathing and laundering clothes in the public restrooms
- Entering the library with equipment that presents a hazard. This includes, but is not limited to, bicycles, grocery carts, etc.
- **Violation of acceptable online behavior pertaining to the library's social media sites pursuant to the Library's Social Media Policy**

In addition:

- The library has designated areas that are primarily for the use of children/teens under the age of 18. Adults, age 18 and older, are prohibited from those areas unless they are the parent or legal guardian accompanying their minor child or legal ward, they are offering tutoring services to a child/teen or selecting materials for a child/teen.
- The library has designated programs that are primarily for children under the age of 18. Adults, age 18 and older, are prohibited from attending these programs.
- Patrons who are disturbed by another patron's actions must notify staff immediately. Staff are instructed to have offending patron cease the disturbing behavior.
- The library reserves the right to inspect the contents of all bags, purses, briefcases, and backpacks, etc. for library materials.
- Children nine (9) years and under may not be left unattended.
- Weapons such as explosives, firearms, knives, look-alike weapons, or any other objects that can reasonably be considered as weapons, are not permitted in the library or on library property or at any related events.

- Users are not permitted to leave personal belongings when they leave the building. The library is not responsible for any loss of user's personal belongings, through theft or otherwise. Bulky items that take up excessive space are not permitted in the library or on library grounds.
- Animals, other than specifically trained animals used as aids by persons with disabilities, are not permitted in the library.
- Roller skates, roller blades, skateboards, heellies and heellie-type shoes, cleats and other similar equipment may not be worn in the library or used on library property.
- Patrons whose bodily hygiene is so offensive as to constitute a nuisance to others may be required to leave the building.
- Patrons must have proper clothing and must wear footwear.
- Furniture may not be rearranged.
- The library reserves the right to impose time limits upon continuous use of library equipment.

Persons who violate the above rules are subject to the withholding of library privileges as follows:

First Offense: One (1) warning, then to leave the Library for the remainder of the day.

Second Offense: Library privileges will be suspended for one (1) month.

Subsequent Offense: Library privileges will be suspended for one (1) year.

Notwithstanding the foregoing provisions, any person may, without prior notice or warning, be immediately removed from the Orland Park Public Library **or blocked from its online library sites** if his or her presence or conduct on the premises **or online** poses an immediate and imminent danger to any person or property; **or violates acceptable online behavior as described in the Library's Social Media Policy.**

Persons whose library privileges are withheld for more than one (1) month pursuant to the above rules may appeal to the Board of Library Trustees by communicating in writing within thirty (30) days after the library's mailing of notice of withholding of privileges. The Board shall receive and review the appeal at the next regularly scheduled meeting and respond in writing within ten (10) days following the meeting.

The word "teen" may be used interchangeably with the phrase "young adult" in some locations.

The Board of Library Trustees reserves the right to amend this policy at any time.

Adopted by the Orland Park Public Library Board of Library Trustees on September 20, 2004, amended November 21, 2005, amended February 18, 2008, amended February 12, 2014; ratified March 17, 2014; re-approved August 18, 2014; amended January 21, 2019.

**CORRESPONDENCE RECEIVED FROM DECEMBER 18, 2018
THROUGH JANUARY 21, 2019 FOR BOARD OF LIBRARY TRUSTEES
(AVAILABLE IN THE ADMINISTRATIVE OFFICES FOR REVIEW)**

NO CORRESPONDENCE RECEIVED